actlawsociety

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1	1725	6	89	Nicholls
		and known as 1/27 Temperley Street, Nicholls ACT 2913				
Seller	Full name	Sian Lee Day				
	ACN/ABN					
	Address	1/27 Temperley Street, Nicholls ACT 2913				
Seller Solicitor	Firm	Harrington Hall Lawyers				
	Email	Firmin@harringtonhall.com.au				
	Phone	02 6185 0999	Ref Firmin Kwong			
	DX/Address	GPO Box 364 Canberra ACT 2601				
Stakeholder	Name	Auction Advantage Trust Account				
Seller Agent	Firm	Auction Advantage				
	Email	ClientServices@cgfb.com.au				
	Phone	0400 446 605	Ref Frank Walmsley			
	DX/Address	Unit 6 Level 2, 80 Emu Bank, Belconnen ACT 2617				
Restriction on Transfer	*Mark as applicable*	☒ Nil	☐ section 370	☐ section 280	☐ section 306	☐ section 351
Land Rent	*Mark one*	☒ Non-Land Rent Lease	☐ Land Rent Lease			
Occupancy	*Mark one*	☒ Vacant possession	☐ Subject to tenancy			
Breach of covenant or unit articles	Description *(Insert other breaches)*	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected.				
Date for Registration of Units Plan						
Date for Completion		On or before 30 days from the Date of this Contract				
Electronic Transaction?		☐ No	☒ Yes, using Nominated ELN:	PEXA		
Land Tax to be adjusted?		☐ No	☒ Yes			
Residential Withholding Tax		New residential premises?	☒ No	☐ Yes		
		Potential residential land?	☒ No	☐ Yes		
		Buyer required to make a withholding payment?	☒ No	☐ Yes (insert details on p.3)		
Foreign Resident Withholding Tax		Relevant Price more than $750,000.00?	☐ No	☐ Yes		
		Clearance Certificates attached for all the Sellers?	☒ No	☐ Yes		

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.				
Buyer	Full name			
	ACN/ABN			
	Address			
Buyer Solicitor	Firm			
	Email			
	Phone		Ref	
	DX/Address			
Price	Price		(GST inclusive unless otherwise specified)	
	Less deposit		(10% of Price)	☐ 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		0% per annum
Interest rate if the defaulting party is the Buyer		10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	$ 550	(GST inclusive)

Tenancy Summary

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

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

Name	LMM Solutions	Phone	
Address	Unit 1.3/26 Thynne Street, Bruce ACT 2617		

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.

Unit 1 UP No. 1725
Block 6 Section 99 Nicholls
172 Templeby Street, Nicholls ACT 2913

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;

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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 *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);

Unit 1 JP No. 1085 Block 6 Section 8 Throsby Street Throsby ACT 2914

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.

Unit 1 UP No. 1234 Block 5 Section 29 Northbridge Street, Templeley ACT 2913

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.

4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.

4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.

5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and

6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or

6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

6.2.3 rescind; or

6.2.4 complete and sue the Seller for damages.

6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;

6.4.2 a wall being or not being a party wall or the Property being affected by an

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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;

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(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;

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible be lodged electronically; or

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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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

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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

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the Stakeholder in trust for the Seller and the Buyer;

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

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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:

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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

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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.

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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

Unit 1 Unit KF Section 89 Nicholls Street Nicholls ACT 2913 UP No. 1725

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

Unit 1 DP No. 1705
Block 6 Section 88 Molonglo
127 Temperley Street, Molonglo ACT 2913

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.

Block 1 UP No. 1725 Section 89 Moore Street, Nicholls ACT 2913

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:

Unit 6 UP No. 1755 Block 6 Section 89 Majura Parkway Strategic Property Group Pty Ltd ACT 2913

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.

Electronic Lodgement Network Operator (ELNO) Participation Rules Section 20 Notice Under Land Titles Act 2925 Template Only

* 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 1 UP No. 1725
Block 6 Section 89 Nicholls
1/27 Temperley Street, Nicholls ACT 2913

THESE ARE THE SPECIAL CONDITIONS TO THE CONTRACT FOR THE SALE OF 1/27 TEMPERLEY STREET, NICHOLLS ACT 2913

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1. INCONSISTENCY BETWEEN STANDARD FORM AND SPECIAL CONDITIONS

If there is any inconsistency between the Standard Form and these Special Conditions, these Special Conditions prevail.

2. VARIATION OF STANDARD FORM

2.1. In these Special Conditions 'Standard Form' means the standard conditions 1 to 53 inclusive to this Contract and titled "*The Law Society of the Australian Capital Territory: Contract for Sale*".

2.2. The Standard Form is amended as follows:

2.2.1. Clauses 13.10.1, 14.1, 28.2 and 37 are deleted;
2.2.2. Clause 22.1.3 is amended by replacing the word "party" with "Seller";

3. KEYS

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

4. CONDITION

The Buyer acknowledges that the Buyer has inspected the improvements and is purchasing them in their present state of repair and condition and other than as prescribed in the *Civil Law (Sale of Residential Property) Act 2003.* The Buyer may make no objection, requisition or claim for compensation in respect of the state of repair or condition of the improvements. In particular, the Buyer acknowledges that the provision of remote controls to any appliance or garage door motor does not constitute a representation as to the working condition or otherwise of those appliances/motors or those remote controls.

5. SELLING AGENT INDEMNITY

The Buyer hereby warrants to the Seller that the Buyer has not been introduced to the property directly or indirectly by any Real Estate Agent or other person other than the Seller's agent herein referred to (if any) and hereby indemnifies the Seller against any claim for commission or other fees in respect of this sale due to the Buyer's breach of this warranty to the intent that all damages costs and expenses on a solicitor and client basis which may be incurred by the Seller in respect of any such claim shall be paid for by the Buyer to the Seller. It is hereby agreed that this Special Condition shall not merge on completion.

6. ENTIRE CONTRACT

6.1. The Seller and the Buyer acknowledge and agree that the terms of this Contract contain the entire understanding between the parties in relation to the subject matter of this Contract and there are no conditions, warranties, promises, representations or obligations, written or oral, express or implied, in relation thereto, other than those expressly stated herein.

6.2. Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork), except as disclosed in this Contract.

7. ADJUSTMENTS

7.1. If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault of the delay is solely that of the Buyer, then:

7.1.1. The parties agree that the adjustment of all Land Charges be made from the Date of Completion and not the date of actual Completion; and

8. AUCTION CONDITIONS

8.1. If the Property is being sold by auction, then the auction will be conducted on the following conditions:

8.1.1. The auctioneer may make 1 bid for the Seller at any time during the auction;
8.1.2. Each person bidding must be entered on the bidders record;
8.1.3. The auctioneer may refuse any bid;
8.1.4. The auctioneer may decide the amount by which the bidding is to be advanced;
8.1.5. The auctioneer may withdraw the Property from sale at any time;
8.1.6. The auctioneer may refer a bid to the Seller at any time before the end of the auction;
8.1.7. 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;
8.1.8. If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final;
8.1.9. The sale of the Property is subject to a reserve price unless the auctioneer announces otherwise;
8.1.10. The highest record bidder will be the buyer, subject to any reserve price;
8.1.11. If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the Property;
8.1.12. The buyer must sign this Contract and exchange it with the Seller and pay the deposit immediately after the fall of the hammer.

9. DIRECTOR GUARANTEE

9.1. Where the Buyer is a corporation, all directors of that corporation shall guarantee that corporation's performance of its obligations under this Contract.

9.2. The guarantee it to be in the form attached at Annexure "A" to these Special Conditions.

10. ELECTRONIC EXCHANGE

10.1. Unless otherwise agreement between the parties, this contract it to be exchanged electronically by email or by other electronic means in accordance with the Electronic Transactions Act 2001 and the parties agree the digital or electronic copy of this exchanged Contract is binding on the parties.

11. ELECTRONIC SIGNATURE

11.1. If applicable, and only with agreement of the other party, a party may sign this contract digitally or provide a scanned copy of signature for the purposes of an exchange of contracts, provided the signature meets the requirements of section 9 of the Electronic Transactions Act 2001.

Annexure A – Director Guarantee

1. The Guarantor guarantees to the Seller, the due and punctual performance and observance of the Buyer's obligations under this Contract including but not limited to the punctual payment of all moneys arising out of the subject matter of this Contract (the "**Guaranteed Obligations**").

2. The Guarantor is deemed to be jointly and severally liable with the Buyer, to discharge the Buyer's obligations under this Contract, such obligations are not to be treated as ancillary or collateral to another right or obligation.

3. The obligations under this Guarantee:

   (a) are independent of and not in substitution for or affected by another security interest or guarantee or other document or agreement which the Buyer or another person may hold concerning the Guaranteed Obligations;
   (b) may be enforced against the Guarantor without the Seller first being required to exhaust any remedy it may have against the Buyer or to enforce any security it may hold concerning the Guaranteed Obligations;
   (c) are a continuing guarantee and indemnity for the whole of the Guaranteed Obligations and are irrevocable and will remain in full force and effect until discharged.

4. The Guarantor hereby (in their personal capacity and as trustee if appropriate) charges in favour of the Seller all of their interest (legal and beneficial) in all present and future real property as security for payment of all monies payable to the Seller and hereby consent to the Seller lodging a caveat on any real property owned by the Guarantor and agrees to sign a mortgage or any other document as requested by the Seller, to perfect this security.

5. The Guarantor is not discharged by:

   (a) any delay or claim by the Seller to enforce a right against the Buyer; and
   (b) any forbearance given to the Buyer to perform the Buyer's obligations under this Contract.

6. The Guarantor indemnifies the Seller against any claim, loss, damage, costs and/or expenses which the Buyer may now or in the future suffer or incur consequent on or arising directly or indirectly out of the subject matter of this Contract caused by and/or resulting from any breach and/or non-performance of the Buyer's obligations under this Contract.

7. The Guarantor enters this guarantee freely and of their own accord and not as a result of or by reason of any representation of any kind given or offered by or on behalf of the Seller.

8. The Guarantor warrants and acknowledges that they understand that the nature, terms and extent of this guarantee and indemnity provided and further acknowledge that prior to executing this Contract either:

   (a) they have received independent legal advice on their rights and obligations under this Deed; or

(b) if they have not obtained independent legal advice, they have waived their right to such legal advice and no action, suit, claim or demand of any kind shall be actionable against the other party because they have not received such advice.

9. The Guarantor shall reimburse the Seller's expenses incurred in connection with the enforcement of, or the preservation of any rights under this Guarantee, including legal costs on a full indemnity basis.

10. The Guarantor waives all rights as surety inconsistent with any of the terms of this Contract or to the detriment or disadvantage of the Seller.

EXECUTED by the Guarantor in the presence of:	)))))
……	……
Full Name of Guarantor	Signature of Guarantor
……	……
Full Name of Witness	Signature of Witness

……..
Address of Witness

Product	Title Details
Date/Time	16/03/2026 01:10PM
Customer Reference	31781: Day sale of 1
Order ID	20260316001169
Cost	$35.00

Volume 1549 **Folio** 51 **Edition** 5

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Nicholls Section 89 Block 6 on Deposited Plan 9021 with 34 units on Unit Plan 1725

Unit 1 (Class B) entitlement 30 of 1000, 0 subsidiaries

Lease commenced on 26/02/1999, terminating on 01/12/2095

Proprietor

Sian Lee Day

1/27 Temperley Street Nicholls ACT 2913

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Crown Lease

Registered Date	Dealing Number	Description
30/05/2019	2217960	Mortgage to Westpac Banking Corporation

End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 13:10:56 on 16/03/2026

Unregistered dealings have not been formally recorded in the register.

Product	Title Details
Date/Time	16/03/2026 01:14PM
Customer Reference	31781: Day sale of 1
Order ID	20260316001176
Cost	$35.00

Volume 1549 **Folio** 50 **Edition** 3

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Nicholls Section 89 Block 6 on Deposited Plan 9021 with 34 units on Unit Plan 1725

Lease commenced on 26/02/1999, terminating on 01/12/2095

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 1725

LMM Solutions PO Box 884 Gungahlin ACT 2912

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement Created by TGE 1046952 - Easement Created by TGE 1046954 - Easement Created by TGE 1046956 - Easement Created by TGE 1046957

Easement Created by TGE 1046955 - Easement Created by TGE 1046956 - Easement Created by TGE 1046957

Easement Created by TGE 1046952 - Easement Created by TGE 1046954 - Easement Created by TGE 1046956 - Easement Created by TGE 1046957

Registered Date	Dealing Number	Description
18/09/1997	1046955	Transfer and Grant of Easement (refer instrument)
18/09/1997	1046956	Transfer and Grant of Easement (refer instrument)
18/09/1997	1046957	Transfer and Grant of Easement (refer instrument)
29/06/1999	1119888	Special Resolution Altering Articles
06/10/2000	1178964	Special Resolution Altering Articles
18/07/2008	1590013	Application to Note Special Resolution
30/09/2016	2053092	Application to Note Special Resolution
10/01/2019	2194559	Application to Note Special Resolution
13/12/2023	3280652	Application to Note Special Resolution

End of interests

This data (excluding administrative interests) is certified correct by the Registrar-General at 13:14:37 on 16/03/2026

Unregistered dealings have not been formally recorded in the register.

LODGED BY HILL & RUMMERY

BOX NO:

1046955

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR OF TITLES

AUSTRALIAN CAPITAL TERRITORY
APPLICATION FORM
REAL PROPERTY ACT 1925

TG
Document code

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

1. TITLE OF APPLICATION

GRANT OF EASEMENT FOR ACCESS AS SHOWN ON DP9021

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

SEE ATTACHED ANNEXURE "A"

3. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
NICHOLLS	89 ~~184~~	5	-	1507 : 8	
Nicholls	89	6		1507 : 9	

4. DATE

25th July 1997

5. EXECUTION

SIGNED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 IN MY PRESENCE BY THE APPLICANT.

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

SECRETARY

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

SIGNATURE OF WITNESS.

SIGNATURE OF APPLICANT.

PERSON AUTHORISED

NAME AND DESIGNATION (J.P., SOLICITOR ETC) OF WITNESS. (BLOCK LETTERS), AS REQUIRED.

INSTRUCTIONS FOR COMPLETION

* THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND MAY BE DISCLOSED PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT.
* DELETE WHERE INAPPLICABLE.
* THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
* COMPLETE OR RULE UP ALL BOXES.
* EXECUTION OF DOCUMENT BY-

ATTORNEY- IF THIS DOCUMENT IS EXECUTED BY AN ATTORNEY PURSUANT TO A REGISTERED POWER OF ATTORNEY, IT MUST SET OUT THE FULL NAME OF THE ATTORNEY AND THE FORM OF EXECUTION MUST INDICATE THE SOURCE OF HIS/HER AUTHORITY eg"AB BY HIS/HER ATTORNEY XY PURSUANT TO POWER OF ATTORNEY A.C.T. REGISTERED NO .... OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".

CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.

SOLICITOR- **A SOLICITOR MAY NOT EXECUTE THIS DOCUMENT ON BEHALF OF THE APPLICANT UNLESS PERMITTED BY LEGISLATION OR APPOINTED UNDER A REGISTERED POWER OF ATTORNEY FOR THAT PURPOSE.**

* TYPEWRITING AND HANDWRITING SHOULD BE CLEAR, LEGIBLE AND IN PERMANENT BLACK INK. ALTERATIONS SHOULD NOT BE MADE BY ERASURE BUT BY SCORING THROUGH WITH A PEN AND THE WORDS SUBSTITUTED WRITTEN ABOVE THEM VERIFIED BY INITIALS IN THE MARGIN.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
PROD		

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	SR

DATE:	18 SEP 1997
TIME:	AM/PM

REGISTRAR OF TITLES.

'A'

This is the annexure of two (2) pages marked 'A' referred to in the Transfer and Grant of Easement between AVENTINO PTY LIMITED (ACN 053 773 292) and AVENTINO PTY LIMITED (ACN 053 773 292) dated the 25th day of July 1997.

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT

BY THIS DEED AVENTINO PTY LIMITED (ACN 053 773 292) ("Grantor"), a company registered in the Australian Capital Territory and having its registered office at C/- Ernst & Young, 6th floor, 54 Marcus Clarke Street, Canberra City in the said Territory, being registered as the proprietor of an estate in leasehold of the servient tenement subject to such encumbrances, liens and interests as are notified or endorsed thereon.

IN consideration of the sum of One dollar ($1.00) paid to it by AVENTINO PTY LIMITED (ACN 053 773 292) ("Grantee") a company incorporated in the Australian Capital Territory and having its registered office at C/- Ernst & Young, 6th floor, 54 Marcus Clarke Street, Canberra City in the said Territory, being registered as the proprietor of the dominant tenement, receipt whereof is acknowledged.

HEREBY GRANTS out of the estate of the Grantor during the residue unexpired of the Crown Lease of the servient tenement:

1. Full and free right and liberty for the Grantee and its successors in title and its and their tenants, servants, licensees and invitees in common with the Grantor and all others having the like right at all times to pass and repass by foot or vehicle along that part of the land on Block 5 Section 89 Division of Nicholls which is shown on the plan annexed hereto for the purpose of access to and from any part of the buildings erected on the land or to and from pavements, streets, parking areas and any other areas upon which those buildings are built or which adjoin it; and

2. Full and free right and liberty for the Grantee and its successors in title at all reasonable times to enter upon the servient tenement to repair and maintain the land for access.

PROVIDED THAT the Grantee and the Grantor shall be responsible for the upkeep, maintenance and repair of the easement in equal shares.

IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. the land to which the benefit of the easements set out above is appurtenant is Block 6 Section 89 Division of Nicholls, comprised in Certificate of Title Volume 1507 Folio 9 ("the dominant tenement"); and

2. the land which is subject to the burden of the easement is Block 5 Section 89 Division of Nicholls, comprised in Certificate of Title Volume 1507 Folio 8 ("the servient tenement").

MEMORANDUM OF ENCUMBRANCES, ETC REFERRED TO

Mortgage 1018565 to St George Bank Limited

DATED at Canberra in the Australian Capital Territory this 25th day of July 1997

THE COMMON SEAL of AVENTINO PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

SECRETARY

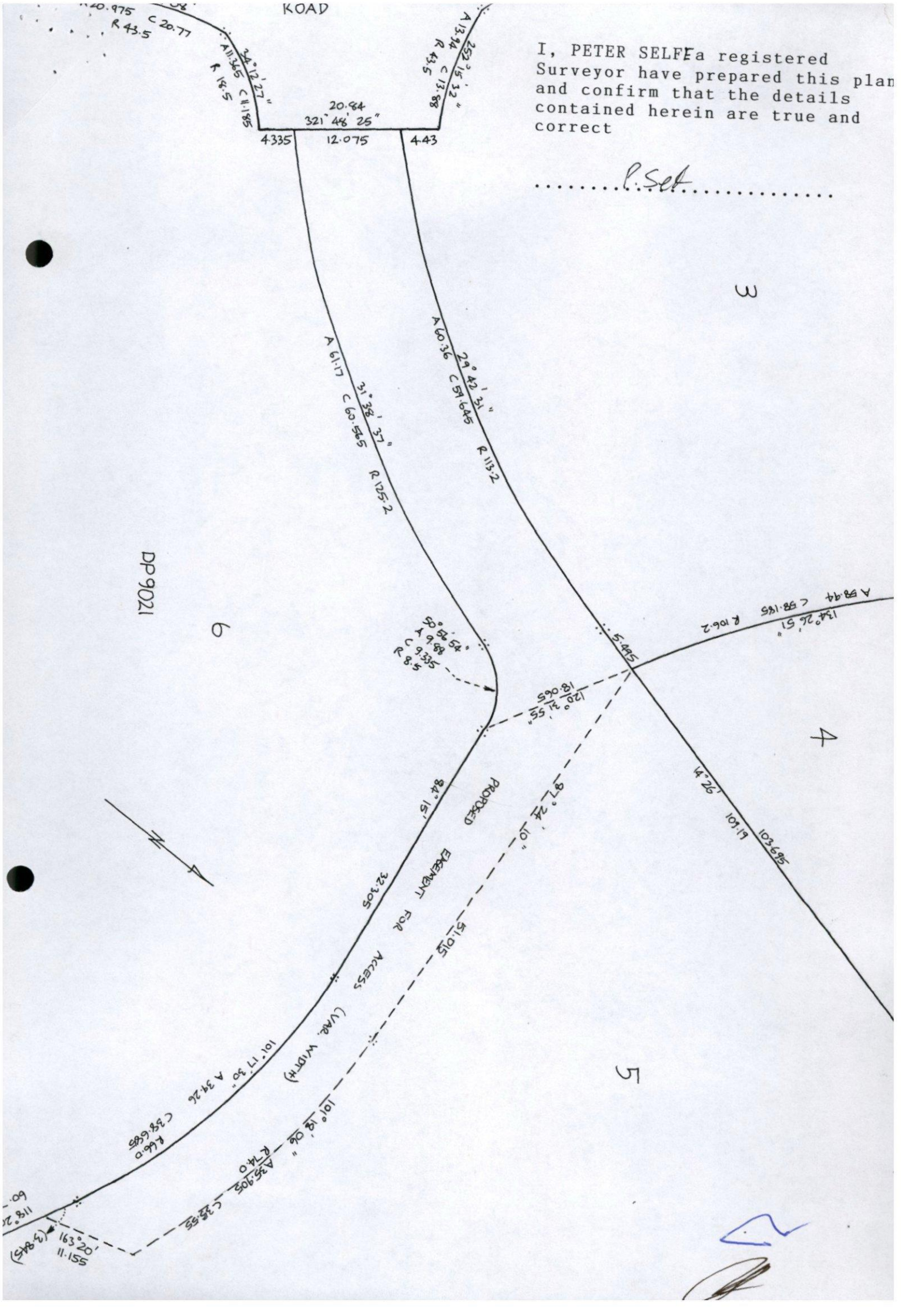
PERSON AUTHORISED

THE COMMON SEAL of AVENTINO PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

SECRETARY

PERSON AUTHORISED.


KOAD
I, PETER SELFE a registered Surveyor have prepared this plan and confirm that the details contained herein are true and correct
P.Self
20.975
C 20.77
R 43.5
A 11.345
C 11.185
R 14.5
34° 12' 27"
20.84
321° 48' 25"
4335
12.075
443
A 13.94
C 13.88
R 43.5
252° 51' 32"
A 61.17
C 60.565
R 125.2
31° 38' 37"
A 60.36
C 59.645
R 113.2
29° 42' 31"
DP 9021
6
3
4
5
A 58.94
C 58.185
R 106.2
134° 26' 51"
5.495
R 8.5
A 9.68
C 9.335
58° 45' 43"
120° 21' 55"
18.065
84° 15'
32.305
PROPOSED EASEMENT FOR ACCESS (VAR. WIDTH)
97° 24' 10"
51.015
14.26
101.19
103.695
101° 17' 50"
A 37.26
C 36.685
R 66.0
A 35.905
C 35.55
R 74.0
101° 18' 06"
163° 20' 11.155
(7.845)
118° 2
60.

LODGED BY: HILL & RUMMERY

BOX NO: B9

1046956

AUSTRALIAN CAPITAL TERRITORY

APPLICATION FORM

REAL PROPERTY ACT 1925

TG

Document code

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

1. **TITLE OF APPLICATION**

TRANSFER AND GRANT OF EASEMENT FOR ACCESS TO RECREATION AREA INCLUDING BORE POND AND ASSOCIATED FACILITIES

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

SEE ATTACHED ANNEXURE "A"

3. **LAND**

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
NICHOLLS NICHOLLS NICHOLLS NICHOLLS	~~104~~ 89 89 89 89	5 ~~63~~ 3 ~~7~~ 4 ~~9~~ 6	-	1507 : 8 1507 : 6 1507 : 7 1507 : 9	

4. **DATE**

25th July 1997

5. **EXECUTION**

SIGNED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 IN MY PRESENCE BY THE APPLICANT.

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

SECRETARY

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

SIGNATURE OF WITNESS.

SIGNATURE OF APPLICANT.

PEARSON RUMMERY

NAME AND DESIGNATION (J.P., SOLICITOR ETC) OF WITNESS. (BLOCK LETTERS), AS REQUIRED.

INSTRUCTIONS FOR COMPLETION

* THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND MAY BE DISCLOSED PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT.
* DELETE WHERE INAPPLICABLE.
* THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
* COMPLETE OR RULE UP ALL BOXES.
* EXECUTION OF DOCUMENT BY-

ATTORNEY- IF THIS DOCUMENT IS EXECUTED BY AN ATTORNEY PURSUANT TO A REGISTERED POWER OF ATTORNEY, IT MUST SET OUT THE FULL NAME OF THE ATTORNEY AND THE FORM OF EXECUTION MUST INDICATE THE SOURCE OF HIS/HER AUTHORITY eg"AB BY HIS/HER ATTORNEY XY PURSUANT TO POWER OF ATTORNEY A.C.T. REGISTERED NO .... OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".

CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.

SOLICITOR- A SOLICITOR MAY NOT EXECUTE THIS DOCUMENT ON BEHALF OF THE APPLICANT UNLESS PERMITTED BY LEGISLATION OR APPOINTED UNDER A REGISTERED POWER OF ATTORNEY FOR THAT PURPOSE.

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OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
PROD		

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	18 SEP 1997
TIME:	AM/PM

REGISTRAR OF TITLES.

'A'

This is the annexure of three (3) pages marked 'A' referred to in the Transfer and Grant of Easement between AVENTINO PTY LIMITED (ACN 053 773 292) and AVENTINO PTY LIMITED (ACN 053 773 292) dated the 25th day of July 1997

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT

BY THIS DEED AVENTINO PTY LIMITED (ACN 053 773 292) as ("Grantor"), a company having its registered office at c/- Ernst & Young, 6th floor, 54 Marcus Clarke Street, Canberra City in the Australian Capital Territory being registered as the proprietor of an estate in leasehold of the servient tenement subject to such encumbrances, liens and interests as are notified or endorsed thereon

IN consideration of the sum of One dollar ($1.00) paid to it by AVENTINO PTY LIMITED (ACN 053 773 292) as ("Grantee"), being registered as the proprietor of an estate in leasehold of the dominant tenement, receipt whereof is acknowledged

HEREBY GRANTS out of the estate of the Grantor during the residue unexpired of the Crown Lease of the servient tenement full and free right and liberty for the Grantee and its successors in title and its and their tenants, servants, licensees and invitees in common with the Grantor and all others having the like right at all times to pass and repass on foot and to have access to that part of Block 5 Section 89 Division of Nicholls which is hatched on the plan annexed hereto and which is designated as a recreation area including bore, pond and associated recreational facilities

PROVIDED THAT

(a) The Grantor and the Grantee must notify each other of any changes in management of the servient or dominant tenements and provide particulars of the representative of any new management.

(b) The Grantor and the Grantee of each block shall be responsible each as to one-quarter for the upkeep, repair, general maintenance of the facilities on the servient tenements including the access and proper entry to those facilities.

(c) The Grantor will not obstruct that entry to and exit from the facilities.

IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

(a) the land to which the benefit of the easements set out above is appurtenant is Blocks 3, 4 and 16 Section 89 Division of Nicholls, comprised in Certificates of Title Volume 1507 Folios 6, 7 and 9 ("the dominant tenement"); and

(b) the land which is subject to the burden of the easements is Block 5 Section 89 Division of Nicholls, comprised in Certificate of Title Volume 1507 Folio 8 ("the servient tenement").

MEMORANDUM OF ENCUMBRANCES, ETC REFERRED TO

Mortgage rn. 1018565 to St George Bank Limited

Dated at Canberra in the Australian Capital Territory this 25th day of July 1997

THE COMMON SEAL of AVENTINO PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Secretary

Person Authorised

THE COMMON SEAL of AVENTINO PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

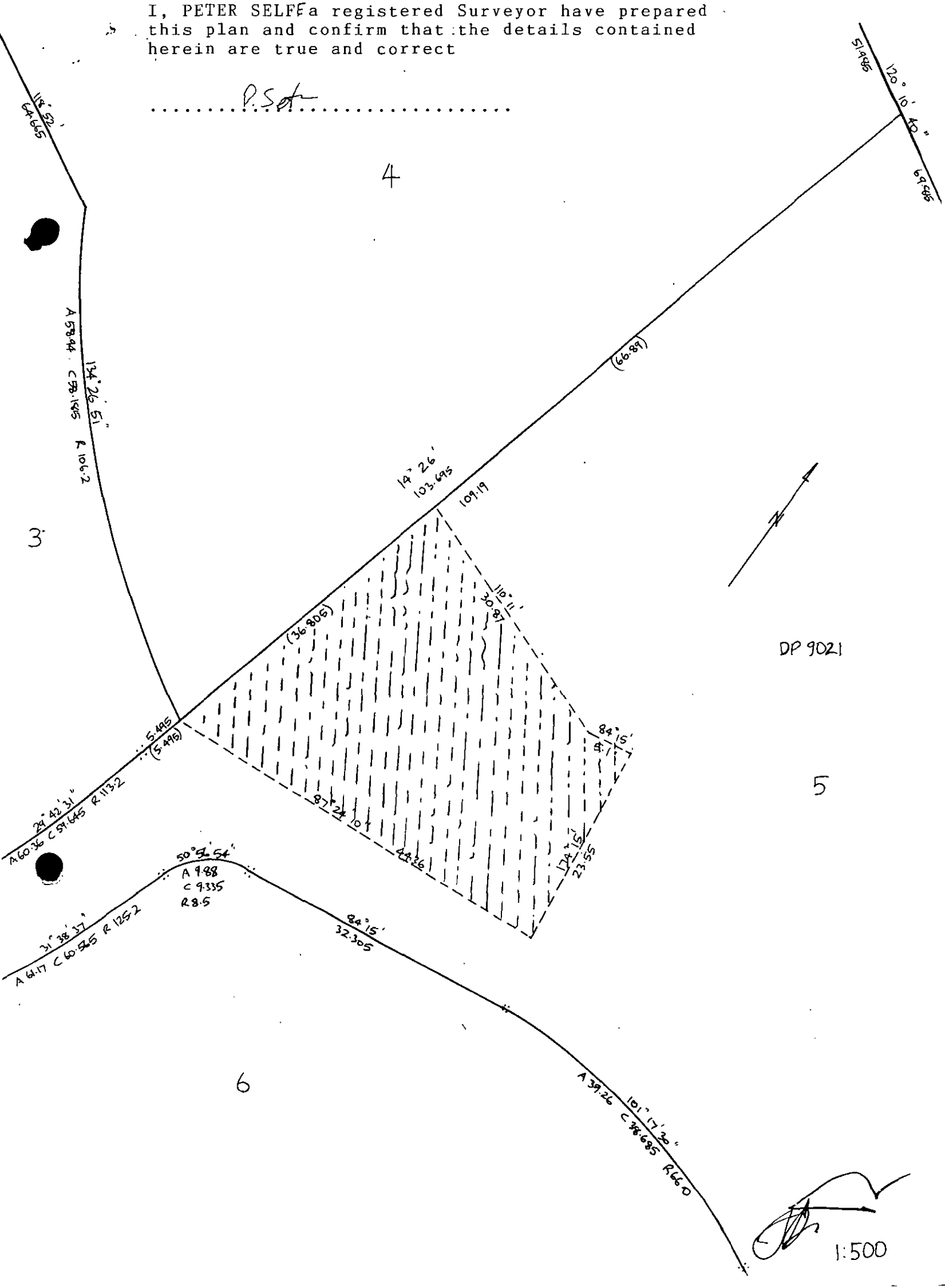
AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Secretary

Person Authorised

I, PETER SELFF a registered Surveyor have prepared this plan and confirm that the details contained herein are true and correct

.....P.Selff.....



LODGED BY: HILL & RUMMERY

BOX NO: B9

1046957

AUSTRALIAN CAPITAL TERRITORY

APPLICATION FORM

REAL PROPERTY ACT 1925

TG

Document code

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

1. **TITLE OF APPLICATION**

GRANT OF EASEMENT FOR ACCESS AS SHOWN ON DP9021

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

SEE ATTACHED ANNEXURE "A"

3. **LAND**

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
NICHOLLS	89 ~~184~~	5	-	1507 : 8	
NICHOLLS		3	-	1507 : 6	
NICHOLLS		4	-	1507 : 7	
NICHOLLS		6	-	1507 : 9	

4. **DATE**

25th July 1997

5. **EXECUTION**

SIGNED AND CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1925 IN MY PRESENCE BY THE APPLICANT.

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

SECRETARY

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

SIGNATURE OF WITNESS.

SIGNATURE OF APPLICANT.

PETER RUTLEDGE

NAME AND DESIGNATION (J.P., SOLICITOR ETC) OF WITNESS. (BLOCK LETTERS), AS REQUIRED.

INSTRUCTIONS FOR COMPLETION

* THE INFORMATION COLLECTED BY THIS FORM IS AUTHORISED BY THE REAL PROPERTY ACT 1925, WILL BE USED FOR THE PURPOSES OF THAT ACT AND MAY BE DISCLOSED PURSUANT TO SECTIONS 65 AND 66 OF THAT ACT.
* DELETE WHERE INAPPLICABLE.
* THIS DOCUMENT SHOULD CLEARLY INDICATE THE IDENTIFIERS OF ALL LAND AFFECTED.
* COMPLETE OR RULE UP ALL BOXES.
* EXECUTION OF DOCUMENT BY-

ATTORNEY- IF THIS DOCUMENT IS EXECUTED BY AN ATTORNEY PURSUANT TO A REGISTERED POWER OF ATTORNEY, IT MUST SET OUT THE FULL NAME OF THE ATTORNEY AND THE FORM OF EXECUTION MUST INDICATE THE SOURCE OF HIS/HER AUTHORITY eg"AB BY HIS/HER ATTORNEY XY PURSUANT TO POWER OF ATTORNEY A.C.T. REGISTERED NO .... OF WHICH HE/SHE HAS NO NOTICE OF REVOCATION".

CORPORATION- IF THIS DOCUMENT IS EXECUTED BY A CORPORATION UNDER SEAL, THE FORM OF EXECUTION SHOULD INCLUDE A STATEMENT THAT THE SEAL HAS BEEN PROPERLY AFFIXED. eg IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE CORPORATION, EACH PERSON ATTESTING THE AFFIXING OF THE SEAL SHOULD STATE HIS/HER POSITION (eg DIRECTOR/SECRETARY) IN THE CORPORATION.

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OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
PROO		amen

CERTIFICATE OF REGISTRATION:

EXAMINED:	AR
VOLUME:FOLIO:	
REGISTERED:	SR

DATE:	18 SEP 1997
TIME:	AM/PM

REGISTRAR OF TITLES.

'A'

This is the annexure of two (2) pages marked "A" referred to in the Transfer and Grant of Easement between AVENTINO PTY LIMITED (ACN 053 773 292) and AVENTINO PTY LIMITED (ACN 053 773 292) dated the 25th day of June 1997.

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT

BY THIS DEED AVENTINO PTY LIMITED (ACN 053 773 292) ("Grantor"), a company incorporated in the Australian Capital Territory and having its registered office at C/- Ernst & Young, 6th floor, 54 Marcus Clarke Street, Canberra City in the said Territory, being registered as the proprietor of an estate in leasehold of the servient tenement subject to such encumbrances, liens and interests as are notified or endorsed hereon.

IN consideration of the sum of One dollar ($1.00) paid to it by AVENTINO PTY LIMITED (ACN 053 773 292) a company incorporated in the Australian Capital Territory and having its registered office at C/- Ernst & Young, 6th floor, 54 Marcus Clarke Street, Canberra City in the said Territory ("Grantee"), being registered as the proprietor of the dominant tenement, receipt whereof is acknowledged.

HEREBY GRANTS out of the estate of the Grantor during the residue unexpired of the Crown Lease of the servient tenement:

1. Full and free right and liberty for the Grantee and its successors in title and its and their tenants, servants, licensees and invitees in common with the Grantor and all others having the like right at all times to pass and repass by foot or vehicle along that part of the land on Block 5 Section 89 Division of Nicholls which is shown on the plan annexed hereto for the purpose of access to and from any part of the buildings erected on the land or to and from pavements, streets, parking areas and any other areas upon which those buildings are built or which adjoin it; and

2. Full and free right and liberty for the Grantee and its successors in title at all reasonable times to enter upon the servient tenement to repair and maintain the land for access.

PROVIDED THAT the Grantor and the Grantee of each block shall be responsible each as to one-quarter for the upkeep, repaire and general maintenance of the easement.

IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. the land to which the benefit of the easements set out above is appurtenant is Blocks 3, 4 and 6 Section 89 Division of Nicholls, comprised in Certificate of Title Volume 1507 Folios 6, 7 and 9 respectively ("the dominant tenement"); and

2. the land which is subject to the burden of the easement is Block 5 Section 89 Division of Nicholls, comprised in Certificate of Title Volume 1507 Folio 8 ("the servient tenement").

MEMORANDUM OF ENCUMBRANCES, ETC REFERRED TO

Mortgage rn. 1018565 to St George Bank Limited

DATED at Canberra in the Australian Capital Territory this 25th day of July 1997.

THE COMMON SEAL of AVENTINO PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Secretary

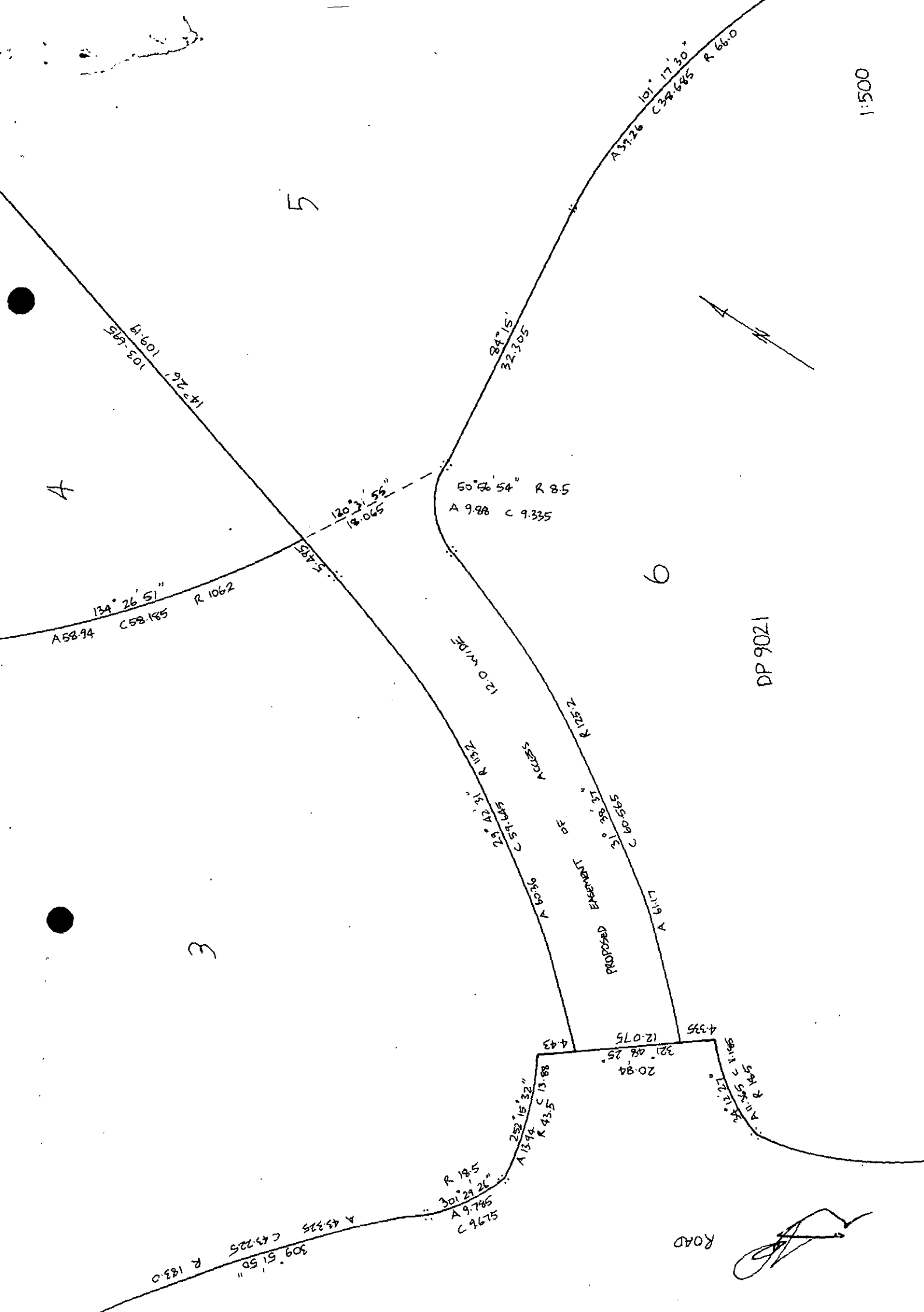
Person Authorised

THE COMMON SEAL of AVENTINO PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Secretary

Person Authorised


1:500
DP 9021
PROPOSED EASEMENT FOR ACCESS
12.0 WIDE
5
4
3
6
ROAD
101° 17' 30"
A 37.26
C 34.685
R 66.0
84° 15'
32.305
50° 56' 54"
R 8.5
A 9.88
C 9.335
120° 31' 55"
18.065
14° 26'
103.695
109.19
134° 26' 51"
A 58.94
C 58.185
R 1062
S 40°S
R 125.2
A 49.36
C 49.055
21° 38' 17"
R 115.2
A 54.48
C 54.145
29° 42' 14"
A 47.09
C 46.76
R 90.5
4.43
12.075
4.535
321° 08' 25"
20.84
A 44.45
C 44.27
R 145
252° 18' 32"
A 13.94
C 13.88
R 43.5
R 18.5
301° 29' 26"
A 9.785
C 9.675
309° 51' 50"
A 43.325
C 43.225
R 183.0

LODGED BY:

INDEPENDENT BODY CORPORATE

BOX NO:

5653

1119888

AUSTRALIAN CAPITAL TERRITORY

APPLICATION FORM

LAND TITLES ACT 1925

SR

Document code

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

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
NICHOLLS	89	6			1725

2. TITLE OF APPLICATION

TO AMEND THE ARTICLES OF CORPORATION OF THE UNIT PLAN

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

TO AMEND ARTICLE 4 (e) OF THE CORPORATION AS RESOLVED AT THE FIRST ANNUAL GENERAL MEETING OF THE CORPORATION HELD ON THURSDAY THE 20TH MAY 1999 AS AS SET OUT BELOW

4 A member of the corporation shall not;-

(e). Except in accordance with the written permission given by the committee and in accordance with the provisions of any law in force in the Territory applicable in the circumstances, erect or alter any structure in or on his unit.

4. DATE

25th June 1999

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

THE COMMON SEAL OF TE PROPRIETORS OF UNIT PLAN 1725 HAS BEEN AFFIXED IN THE PRESENECE OF:

THE PROPRIETORS - UNITS PLAN No. 1725

INDEPENDENT GROUP PTY LTD
MANAGING AGENT
SIGNATURE OF APPLICANT.

LORRAINE HENDERSON
BODY CORPORATE ASSISTANT
FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

* The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
* Delete where inapplicable.
* This document should clearly indicate the identifiers of all land affected.
* Complete or rule up all boxes.
* Execution of document by-

Natural Person- Should be witnessed by an adult person who is not a party to the document.

Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg"AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no .... of which he/she has no notice of revocation".

Corporation- If this document is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed. eg in accordance with the articles of association of the corporation, each person attesting the affixing of the seal should state his/her position (eg director/secretary) in the corporation.

* Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
* Typewriting and handwriting should be clear, legible and in permanent black ink.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
/	/	/

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	29 JUN 1999

LODGED BY:

Independent Body Corporate

BOX NO:

DX 5653

1178964

AUSTRALIAN CAPITAL TERRITORY

APPLICATION FORM

LAND TITLES ACT 1925

SR

Document code

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

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL:FOL	INSTRUMENT NO.
NICHOLLS	89	6			1725

2. TITLE OF APPLICATION

TO AMEND ARTICLES OF CORPORATION OF THE UNITS PLAN 1725

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

TO AMEND ARTICLE (4) f and add article 6 of the corporation as resolved at an annual general meeting of the corporation held on 18th May 2000.

4(f) A member of the corporation shall not-(f) except in accordance with the written permissionof the corporation (which permission may be withdrawn at any time by written given in pursuance of a special resolution of the corporation) keep any animal or birds in or on his or her unit or the common property. Such written permission must be obtained prior to keeping of the animal or bird and will only be granted on the proviso that the animal or bird does not cause a constant and or continuing nuisance to other residents or damage common property in any way. Such animals and birds are not permitted to roam on common property.

Article 6. The corporation shall be responsible for the external painting of all buildings and masonry walls comprising Units Plan 1725

4. DATE

30th September 2000

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

THE COMMON SEAL OF THE PROPRIETORS OF UNIT PLAN 1725 HAS BEEN AFFIXED IN THE PRESENCE OF:

INDEPENDENT PROPERTY GROUP
INDEPENDENT BODY CORPORATE MANAGING AGENT

LORRAINE HENDERSON
BODY CORPORATE SECRETARY

SIGNATURE OF APPLICANT.

FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

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* Delete where inapplicable.
* This document should clearly indicate the identifiers of all land affected.
* Complete or rule up all boxes.
* Execution of document by-

Natural Person- Should be witnessed by an adult person who is not a party to the document.

Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg"AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no .... of which he/she has no notice of revocation".

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OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	JD
VOLUME:FOLIO:	
REGISTERED:	JD

DATE:	6/10/00

ACT GOVERNMENT
Land Titles Act 1925
Registrar-General's Office

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SR
Form 094

SPECIAL RESOLUTION

Lodging Party
INDEPENDENT BODY CORPORATE
GPO BOX 1539
CANBERRA ACT 2601
Box Number

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

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

1. LAND

Vol:Fol	District/Division	Section	Block
1549. 50. 1	NICHOLLS	89	6

2. UNITS PLAN NUMBER

UNIT PLAN 1725

3. DETAILS OF AMENDMENT

ADDITIONAL ARTICLE 6

4. SUPPORTING DOCUMENTATION

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

5. DATE

15TH JULY 2008

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by
Affixed in the presence of

By being signed by:

Signature	Signature
LORRAINE HENDERSON	GERALDINE JONES
Full Name (Block Letters)	Full Name (Block Letters)
38 LONGSTAY VILLAGE SYMONSTON	37 HANRAHAN CRESCENT DUNLOP
Address	Address
BODY CORPORATE MANAGER	ADMINISTRATION OFFICER
Office Held	Office Held

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	Minutes
Examined by		Certificate of Title Lodged	
Registered by		Registration Date	18/7/08

Approved form AF 2004 – approved by Michael Ockwell, Registrar-General on 22 September 2004 under s140 *Land Titles Act 1925* (approved forms)

MINUTES OF ANNUAL GENERAL MEETING
UNITS PLAN 1725 GREVILLEA
27 TEMPERLEY STREET, NICHOLLS

Held: Tuesday 17th June 2008 at 5.30pm.
Gungahlin Community Centre, Function Room,
Ernest Cavanagh Street, GUNGAHLIN

Present: Mr B Dee (Lot 4), Mr J & Mrs D Brady (Lot 7), Mr & Mrs D Shaw (Lot 9), Mrs H Jones (Lot 10), Ms C Beacher (Lot 12), Mr W & Mrs M Highmore (Lot 14), Mr & Mrs M Perry (Lots 20 & 27), Mr & Mrs A Townsend (Lot 21), Mr W Stoodley (Lot 25).
R. McMillan representing Independent Body Corporate – (Managing Agent)

Apologies: Ms M Brewster.

Proxies: Mr T Malcolm (Lot 3) & Mr R & Mrs E Young (Lot 3) appointing Mr L Dawes.

Ms M Brewster (Lot 8) appointing Mrs H Jones.

Ms S Knowles (Lot 16) & Mr M & Mrs D Jurgens (Lots 18 & 24) voting in favour of motions 1, 2, 3 & 5, and against 4 & 6.

Mr B & Mrs M Flavel (Lots 19 & 29) appointing Independent Property Group.

Ms E Sutton (Lot 32) appointing Mrs M Perry.

Mr L & Mrs F Dawes (Lot 34) appointing Mr D Shaw.

Chair: Mrs M Perry chaired the meeting.

Quorum: A quorum was declared present and the meeting proceeded as scheduled.

MINUTES OF THE PREVIOUS GENERAL MEETING:

MOTION 1: It was moved Mrs Perry, seconded Mrs Jones, that the minutes of the previous Annual General Meeting be adopted. **CARRIED**

Matters Arising from the Minutes

Nil

Insurance:

The complex is currently insured for a sum of $13,530,000. The meeting agreed that this did not appear adequate and agreed to increase the sum insured to $15,000,000.

FINANCIAL REPORT:

As at 30th April 2008 there was a balance of $21,091.64 in the Administrative Fund, $15,710.69 in the Sinking Fund and $47,361.72 in the Painting Fund.

The amount of $228.50 in 'Unidentified Monies' was queried. The Managing Agent advised that this is a levy payment that an owner has made but not enough identifying information was included and therefore cannot be allocated to the correct unit. The meeting agreed that this amount be transferred to the Administrative Fund.

MOTION 2: It was moved Mrs Townsend, seconded Mrs Jones, that the financial reports be accepted as presented. **CARRIED**

BUDGET DEBATE:

Mr Shaw noted that the proposed annual contribution for the Sinking Fund exceeds 4% of the contribution to the Administrative Fund. The Managing Agent advised that the Unit Titles Act requires a minimum contribution of 4% but that the contribution to the Sinking Fund can be larger.

MOTION 3: **Special Resolution:** It was moved Mrs Jones, seconded Mr Perry, that the proposed budget of $48,380.00 plus GST Administration Fund, $4,850.00 plus GST Sinking Fund and $10,000 plus GST Painting Fund be accepted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 May 2008, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being first days of July & October 2008, and January & April 2009.
CARRIED

Mrs Perry advised that levy arrears had increased in 2007-08. The Executive Committee recommended an increase in the rate of interest on overdue levies from 10% to 15%.

MOTION 4: It was moved Mr Perry, seconded Mr Highmore, that the rate of simple interest on overdue levies be increased from 10% to 15% per annum.
CARRIED

MANAGING AGENT

MOTION 5: It was moved Mrs Perry, seconded Mr Dee, that Independent Body Corporate be appointed managing agents until the next annual general meeting.
CARRIED

ADDITION TO ARTICLES:

MOTION 6: **Special Resolution:** It was moved Mrs Perry, seconded Mrs Townsend, that the following clause be inserted into the Articles of the Owners Corporation as Article 6:

1.1.1 If an Owner's Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owner's Corporation the amount of the legal fees or other costs incurred by the Owner's Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

1.1.2 The Unit holder agrees that any monies which are payable pursuant to Clause 1.1, shall be a debt enforceable by the Owner's Corporation against the Unit Holder.

1.1.3 The legal fees and other costs payable in accordance with Clause 1.1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owner's Corporation. For the avoidance of doubt any legal fees or other costs incurred by the Owner's Corporation which can not be evidenced

by a written invoice as due and payable shall not form part of and will not be recoverable against in accordance with Clause 1.1

This should be caveated upon a court order and should be limited to situations where the Body Corporate is taking action against the unit holder in accordance with law. **CARRIED**

EXECUTIVE COMMITTEE REPORT FOR 2007/2008
Mrs Perry briefed the meeting on the Committee Report and work that has been undertaken in the past 12 months.

The main project has been the external painting, which is expected to be completed within the next week. The meeting thanked Mrs Perry and Mr Shaw for their hard work in organising and liaising with the painters.

The committee is obtaining quotes for fencing the eastern end of Grevillea.

JOINT COMMITTEE REPORT FOR 2007/2008

In response to a query from an owner, Mrs Perry advised that the fountain in the pond is used principally to aerate the pond water. At the time work was done to reinstate the pond, ACT Health advised that any fountain installed could not be of a size that would result in spray or water vapour carrying and coming into contact with residents. It was noted that the pond is filled with semi-treated, non-potable water.

The Joint Committee is considering options to enhance the appearance of the entrance to the Gardens.

ELECTION OF COMMITTEE:

The following owners will form the Committee until the next Annual General Meeting:
Ms C Beacher, Mr D Shaw, Mrs M Perry, Mrs M Highmore & Mrs M Townsend.

GENERAL BUSINESS:

Solar Hot Water
Mr Dee advised the meeting that he was considering installing a solar hot water system. The roof unit would be located at the rear of the unit and would not be visible from other units in the complex. The meeting agreed that further information should be provided to the Committee, but did not foresee any objections to the proposal.

The Managing Agent to see if solar hot water units will affect the building insurance in any way.

Meeting closed at 6.30pm

ACT Government
Justice and Community Safety

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LAND TITLES

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SPECIAL RE
BY OWNERS COR

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1549:50	NICHOLLS	89	6	1725

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

Add additional rule 13

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☑ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE PROPRIETORS - UNITS PLAN NO. 1725 Common Seal

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

Signature	Signature
Full Name (Block Letters) **GEORGINA NEWHOUSE**	Full Name (Block Letters) **GERALDINE JONES**
Address **91 NORTHBOURNE AVENUE, TURNER**	Address **91 NORTHBOURNE AVENUE, TURNER**
Office Held **ADMINISTRATION SUPPORT ASSOCIATE**	Office Held **ADMINISTRATION MANAGER**

OFFICE USE ONLY

Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	30 SEP 2016

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-61
Unauthorised version prepared by ACT Parliamentary Counsel's Office

MINUTES OF ANNUAL GENERAL MEETING
UNIT PLAN 1725 – "GREVILLEA"
27 TEMPERLEY STREET, NICHOLLS



Held: On 21 June 2016 at 6.00pm

At: Gungahlin Community Centre, 47 Ernest Cavanagh St, Gungahlin ACT 2912

Present: Mrs S Schwarz (Unit 1), Mr T Malcolm (Unit 3), Mr B Dee (Unit 4), Mrs B Shaw (Unit 9), Ms C Beacher (Unit 12), Ms E Organ (Unit 13), Mrs D Jurgens (Unit 18), Mr M & Mrs M Perry (Unit 20 & 27), Ms B Murphy (Unit 21), Ms R Wood (Unit 24), Mr K & Mrs M Wheatley (Unit 28), Ms E Young (Unit 33)
Mr J Camilleri representing Independent Strata Management Pty Ltd

Proxies: Mr J & Mrs H Jones (Unit 10), Mr P Kitney (Unit 11), Mrs M Highmore (Unit 14), Ms S Field (Unit 16), Mr W Stoodley (Unit 25), Mr R & Mrs R Gibb (Unit 26), Mrs F and Mr L Dawes (Unit 34)

Apologies: Ms S Field (Unit 16)

Chair: Ms B Murphy (Unit 21) was elected chairperson for the meeting.

Quorum: A 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.

INSURANCE

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

Policy No: **06S1688686**	Due date - 09/09/2016
Building replacement	$17,868,165
Public liability	$10,000,000
Catastrophe Insurance	$2,680,224
Office Bearers Liability	$5,000,000
Workers Compensation	As per the Act
Excess	$250
Premium	$14,868.88

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

MOTION 2: *It was resolved that the Owners Corporation of UP1725 authorise the Strata Manager to adjust the building insurance in consultation with the Executive Committee.* **CARRIED**

Secretarial Note: The Managing Agent advises that Independent Strata Management is an authorised representative for CGU Insurance Pty Ltd and when arranging insurance direct with this insurer the insurer pays a commission. It should be noted that this does not affect the premium. In return Independent Strata Management attends to all insurance enquiries and to all claims direct with the insurer without the added cost of brokerage fees.

SINKING FUND PLAN

MOTION 3: *It was resolved that the Owners Corporation of UP1725 agree to adopt the updated Sinking Fund Forecast Report.* **CARRIED**

FINANCIAL REPORT

The financial report had been circulated to all owners. The financial statements showed a balance of $28,563.87 in the Administrative Fund and a balance of $93,437.53 in the Sinking Fund. The balance of the Cheque Account is $50,840.44.

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

BUDGET DEBATE

Administrative Fund

MOTION 5: *It was resolved that the proposed Administrative Fund budget of $77,734.00 (excl. GST) be adopted.* **CARRIED**

Sinking Fund

MOTION 6: *It was resolved that the proposed Sinking Fund budget of $40,425.00 (excl. GST) be adopted.* **CARRIED**

Administrative and Sinking Fund Levy Contribution

MOTION 7: *It was resolved that the corporation determine a levy equal to $67,734.00 for the Administrative Fund budget and $40,425.00 for the Sinking Fund budget for the twelve month period, commencing 1 May 2016, and to be contributed in accordance with the unit entitlements at Quarterly intervals, being 1 July, 1 October, 1 January & 1 April 2017.* **CARRIED**

Secretarial Note: Due to the surplus funds obtained it was suggested to the meeting a reduction in this year's levies by $10,000 down to $67,734.00.

STRATA MANAGEMENT AGENCY AGREEMENT

MOTION 8: *It was resolved that the Owners Corporation enter into the following arrangements:*

a. *That Independent Strata Management be appointed as Managing Agent, for a period of three (3) years;*
b. *The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);*
c. *The Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
d. *The delegation is subject to the conditions and limitations set out in the Agreement;*
e. *Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting;*



and empower two members of the Owners Corporation/Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Strata Management Pty Ltd. **CARRIED**

ELECTION OF COMMITTEE

MOTION 9: *It was resolved that the Owners Corporation of UP1725 agree to appoint 4 Owners to form the Executive Committee until the next Annual General Meeting.* **CARRIED**

The following owners were elected to stand as Executive Committee Members until the next Annual General Meeting: Barbara Murphy, Keith Wheatley, Sian Schwarz and Laurie Dawes.

HOUSE RULES – Special Resolution

MOTION 10: *It was resolved that the Owners Corporation of UP1725 authorise the Executive Committee to register the current house rules (As Rule 13).* **CARRIED**

GENERAL BUSINESS

Lighting
It was suggested solar panels and LED lighting be installed within the complex. After discussions took place it was agreed to defer solar panel investigations. The Executive Committee will look at the availability of more efficient globes

Fencing
A clarification on fencing was requested by owners present at the meeting. Strata Manager advises any fences bordering common property is half owners corporation and half unit owners responsibility, fences between units are half the responsibility of each owner whose properties the fence is dividing and fences bordering common property only is the owners corporation responsibility.

The meeting closed at 7.20 pm



Default Rules for UP 1725



1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ ***Executive Committee***; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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

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

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

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.

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

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

(1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the Owners Corporation is required to do under the Act or these rules.

(2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).

(3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—

(a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

(4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

11 Seal of Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—

(a) the seal must be attached by decision of the Executive Committee; and

Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).

(b) the seal must be attached in the presence of two (2) Executive members; and

(c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.

(2) Managing agent may affix seal -

(a) The common seal may be affixed to reduced quorum meeting notices and certificates under Section 119 of the Act by the managing agent of the Owners Corporation without following the procedure in Rule 11.1

THE PROPRIETORS - UNITS PLAN NO. 1725
Common Seal

12 **Recovery of Legal Fees**

(1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

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

13 **House Rules**





'GREVILLEA'

27 Temperley Street, Nicholls

UNITS PLAN 1725

HOUSE RULES

INTRODUCTION

For the general well-being of the residents and to ensure that all enjoy a maximum of convenience, comfort and privacy, it is necessary to have some rules. These rules are intended to keep annoyance to a minimum and to provide guidelines for residents and their guests. **They are to be included as an integral part of any leasing arrangement between a unit proprietor and the tenant.**

NOISE

1. Residents should be aware that noise penetrates easily into other units.
2. At all times and especially between 11.00pm and 6.00am, residents should avoid causing any noise (music, television, loud voices, washing machines, dryers, etc) at a level which may disturb other residents. Residents should give due care and consideration to resident shift workers.
3. Residents should prevent slamming front and car doors.
4. Loud music, shouting, screeching of brakes and loud revving of engines only intrude upon the privacy of others and will not be tolerated.

CARS AND PARKING

5. Residents should park their car in their unit's allocated garage, car space and driveway area **ONLY**.
6. Cars must not be parked on the paved or main access driveway, on landscaped or grassed areas, or in any position where they may cause an obstruction to others, eg: in front of garages – this is **STRICTLY PROHIBITED**. Residents are reminded that the visitor car parking spaces are for visitors and guests' convenience and not to be used by residents for long term parking.
7. In the interests of safety, children are not permitted to ride cycles or play games on the common property driveways.
8. Vehicles are asked to keep to a 20kph speed limit within the complex.

GARBAGE HOPPER AREA

9. All domestic rubbish must be placed in the hopper and the hopper lid closed after use.



10. All garbage must be enclosed in an acceptable outer container, such as an approved garbage bin liner and fastened securely.
11. Any unwanted debris eg: large cardboard boxes, washing machines, mattresses – **MUST** be taken to the tip. No rubbish or unwanted debris is to be left sitting in the hopper enclosure or on the hopper enclosure floor.

APPEARANCE

12. Residents shall maintain their units so that other unit holders are not adversely affected in terms of hygiene, appearance or value.
13. Clothes lines, laundry, garbage and garbage containers shall not be displayed on balconies at any time. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
14. A sense of community and general tidiness suggests that all residents should assist in keeping the common property, that is driveways, lawns, landscaped gardens, clean and free from litter.

PETS

15. The following rules apply to residents who wish to keep a pet on their premises:
    a) Application for consent to keep an animal must be made in writing to the manager for consideration by the Executive Committee of the Owners Corporation.
    b) All dogs must be registered with the ACT Government Authority. They must wear a tag at all times and carry an identification microchip and comply with all requirements of ACT pet regulations. Dogs must be kept within the confines of the owners property. They must also be kept on a leash at all times when being exercised and under full control of the owner. All waste material must be placed in a plastic bag by the person controlling the dog. Noise must be kept to a minimum and any complaints may result in the owner being asked to remove the dog permanently from the complex. Similarly, dogs must not be allowed to roam around the complex off a leash and without supervision. The owners of any offending dog will be asked to permanently remove the offending animal from the complex.
    c) All cats must be micro-chipped and wear a collar with a bell attached to reduce the risk to native fauna. Cats must be kept inside the property at night. The owners of offending cats will be asked to permanently remove it from the complex.

OIL STAINS

16 The Body Corporate appeals to all residents that if their vehicle leaks oil that either a preventer is placed underneath the car to stop the oil staining the pavers or those measures be taken so the leak does not recur.



STRUCTURES

17 The erection of any structures, such as pergolas, awnings, skylights, etc. should not be undertaken without prior approval from the Committee of the Body Corporate. All requests for alterations should be forwarded to the managing agent in the first instance for circulation to the committee. Any change of paint colour or any external appearance change must be approved by the Body Corporate committee.

FOXTEL

18 If a resident wishes to obtain Foxtel TV, they must seek permission from their Landlord and the Body Corporate.

GENERAL

19 Residents are requested to ensure that their guests adhere to the House Rules particularly in relation to noise and parking.

20 Watering of common landscaped areas is encouraged.

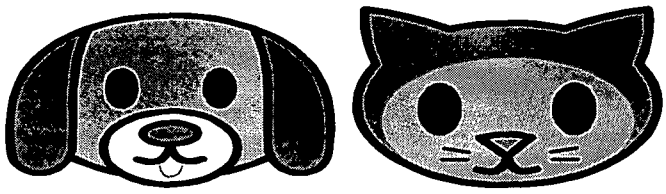
21 The Body Corporate does not accept responsibility for personal property and or articles, removed, damaged or stolen from either the common areas or from individual units, ask your neighbour to collect mail, papers etc., if you are going away.

STRATA MANAGER

The Strata Manager is Independent Strata Management Pty Ltd

Ground Floor
Independent Building
91 Northbourne Avenue
Turner ACT 2612

GPO Box 1539
Canberra City ACT 2601



Units Plan 1725

Application for Approval to Keep an Animal

Unit No.:.....

Name of Owner(s):.....

Type of Animal/Bird:.....

Breed (if applicable):.....

Age of animal:..... Desexed: YES / NO / NA Micro chipped: YES / NO / NA

Name of animal (if applicable):.....

Additional information concerning application i.e. distinguishing features, colour, trained, assistance pet etc.:

.....

.....

I/we hereby declare that I/we

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

Signature:..... .....

(Owner) (Owner)

Date:.....



ACT Government
Justice and Community Safety

OFFICE OF REGUL
ACT Justice and Community Sa

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SPECIAL RESOLUTION BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

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

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1549:50	NICHOLLS	89	6	1725

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

Rescind Rule 13 registered with minutes dated 21.06.16 and re-register amended Rule 13 with minutes dated 08.11.18

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☑ Sealed copy of Minutes of Meeting ☐ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE PROPRIETORS - UNITS PLAN NO. 1725 Common Seal ★

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

Signature	Signature
Full Name (Block Letters) **GEORGINA NEWHOUSE**	Full Name (Block Letters) **GERALDINE JONES**
Address **GPO Box 1539, CANBERRA CITY**	Address **GPO Box 1539, CANBERRA CITY**
Office Held **ACCOUNTS SUPPORT ASSOCIATE**	Office Held **ACCOUNTS MANAGER**

OFFICE USE ONLY

Lodged by	AS	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	10 JAN 2019

Approved form AF 2012 – 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the *Land Titles Act 1925* (approved forms)
This form revokes AF2010-61
Unauthorised version prepared by ACT Parliamentary Counsel's Office

MINUTES OF GENERAL MEETING
1725 – "GREVILLEA"
27 TEMPERLEY STREET, NICHOLLS



Held on: On 8 November 2018 at 6.00pm

At: Gold Creek Golf Club, 50 Curran Drive, Nicholls ACT 2913

AGENDA ITEMS AND MOTIONS

MEETING FORMALITIES

Members Present: Mr B. Dee (Unit 4), Mr J. Brady & Ms D. Brady (Unit 7) Ms B. Shaw (Unit9) , Ms H. Jones (Unit 10), Mr P. Kitney (Unit11), Ms C. Beacher (Unit 12) , Ms E. Organ (Unit 13) , Ms L. Stanton (Unit 14) Mr M. Perry (Unit 27) Mr K. Henderson (Unit 33) , Mr L. Dawes (Unit 34) Tiarna Stekovic representing Independent Strata Management Pty Ltd.

Quorum: A quorum of the Owners Corporation was present and the meeting proceeded in accordance with the Unit Titles (Management) Act 2011.

Chair: was elected chairperson for this meeting.

Apologies:

Proxy vote: Mr R & Ms R Gibb (Unit 26) Mr M. Jurgens (Unit18) Ms B. Murphy (Unit 21)

Absentee vote: Ms S. Field (Unit 16)

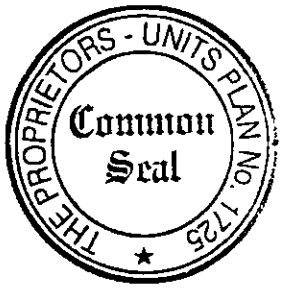
HOUSE RULES

UP1725 Owners Corporation agree to update the House Rules for Grevillea as stated in the attached documents. **CARRIED**

The meeting closed at 6.20

Yours faithfully
Independent Strata Management Pty Limited
REIA 2016 Awards for Excellence Large Residential Agency of the Year

Tiarna Stekovic
Strata Manager for Independent Strata Management Ltd Pty
On behalf of UP1725
Email: teamgolf@independent.com.au
Phone: 02 6209 1465



Default Rules for Units Plan

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1 Definitions—Default Rules

(1) In these Rules:

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

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

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

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

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

4 Erections and alterations

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

(a) in accordance with the express permission of the ~~Owners Corporation by unopposed resolution~~ ***Executive Committee***; and

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

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



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

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

8 Noise

(1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

(2) This rule does not apply to the making of a noise if the Executive Committee has given the person responsible for making the noise written permission to do so.

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

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

(1) An Executive Committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the Committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the Owners Corporation is required to do under the Act or these rules.

(2) An Executive Committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in Subrule (1).

(3) An Executive Committee representative is not authorised to do anything in relation to a unit mentioned in Subrule (1) unless—

(a) the Executive Committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

(4) The Executive Committee may give a written authority to a person to represent the Corporation under this rule.

11 Seal of Owners Corporation

(1) For the attaching of the seal of the Owners Corporation to a document to be effective—

(a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).

(b) the seal must be attached in the presence of two (2) Executive members; and



(c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.

(2) Managing agent may affix seal -

(a) The common seal may be affixed to:

(i) reduced quorum meeting notices;

(ii) Rules registration documents;

(iii) Notice of Change of Address for Service of Documents for a Body Corporate at the Land Titles Office; and

(iv) certifications under Section 119 of the Act

by the managing agent of the Owners Corporation without following procedure in Rule 11.1.

12 Recovery of Legal Fees

(1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder.

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

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

13 House Rules

'GREVILLEA'

27 Temperley Street, Nicholls

Units Plan 1725

HOUSE RULES



INTRODUCTION

The Grevillea Owners Corporation is responsible for managing all aspects of the Grevillea Units Plan, helped by a Manager and an Executive Committee of the Owners Corporation. To do this the Owners Corporation is guided by legislation laid down in the ACT Unit Titles (Management) Act (2011).

For the general well-being of the residents and to ensure that all enjoy a maximum of convenience, comfort and privacy, it is necessary to have some rules about living together in the complex. These rules are like local laws that must be obeyed by all owners, and residents. They are intended to keep annoyance to a minimum and to provide guidelines for residents and their guests. **The House Rules are to be included as an integral part of any leasing arrangement between a unit proprietor and the tenant.**

The Schedule 4 Default Rules of the Unit Titles (Management) Act (2011) apply, and are explained in Part 6 of the Act. A copy of Schedule 4 is attached to this document. The Owners Corporation may amend the Default Rules under Section 108 of the Act. These House Rules amplify and are in addition to the Default Rules.

NOISE

1. Residents should be aware that noise penetrates easily into other units.
2. At all times and especially between 11.00pm and 6.00am, residents should avoid causing any noise (music, television, loud voices, washing machines, dryers, etc) at a level which may disturb other residents. Residents should give due care and consideration to resident shift workers.
3. Residents should prevent slamming front and car doors.
4. Loud music, shouting, screeching of brakes and loud revving of engines only intrude upon the privacy of others and will not be tolerated.

CARS AND PARKING

5. Residents are to park their car(s) **ONLY** in their unit's allocated garage, car space or unit driveway area.



6. Cars must not be parked on the paved or main access driveway, on landscaped or grassed areas. or in any position where they may cause an obstruction to others. Parking in front of other unit garages is **STRICTLY PROHIBITED .**
7. Residents are reminded that the visitor car parking spaces are for visitors and guests' convenience and are not to be used by residents or guests for long term parking (longer than 1 week).
8. In the interests of safety, children are not permitted to ride cycles or play games on the common property driveways.
9. There is a 20kph speed limit within the complex.

GARBAGE HOPPER AREA

10. All domestic rubbish must be placed in the hopper and the hopper lid closed after use.
11. All garbage must be enclosed in an acceptable outer container (such as an approved garbage bin liner) and fastened securely.
12. Cardboard boxes are to be dismantled or squashed before being placed into the appropriate hopper.
13. Green waste must only be placed in the flexible green waste paks – prunings are to be cut to a reasonable length (less than about 60cm) before depositing them to ensure compacting of the waste and efficient use of the waste containers.
14. Any unwanted debris eg: large cardboard boxes, washing machines, mattresses **MUST** be taken to the tip. No rubbish or unwanted debris is to be left sitting in the hopper enclosure or on the enclosure floor.

APPEARANCE

15. Residents are to maintain their units so that other unit holders are not adversely affected in terms of hygiene, appearance or value:

    (a) Clothes lines, laundry, garbage and garbage containers shall not be displayed on balconies at any time. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.

    (b) To maintain a sense of community and general tidiness all residents should assist in keeping the common property (that is driveways, lawns, landscaped gardens) clean and free from litter.

PETS



16. The following rules apply to residents who wish to keep a pet on their premises (refer Unit Titles (Management) Act (2011) Section 32):

    (a) Application for consent to keep an animal must be made in writing to the manager for consideration by the Executive Committee of the Owners Corporation.

    (b) All dogs must be registered with the ACT Government Authority. They must wear a tag at all times and carry an identification microchip and comply with all requirements of ACT pet regulations. Dogs must be kept within the confines of the owner's property. They must also be kept on a leash at all times when being exercised and under full control of the owner. All waste material must be placed in a plastic bag by the person controlling the dog. Noise must be kept to a minimum and any complaints may result in the owner being asked to remove the dog permanently from the complex. Similarly, dogs must not be allowed to roam around the complex off a leash and without supervision. The owners of any offending dog will be asked to permanently remove the offending animal from the complex.

    (c) All cats must be micro-chipped and wear a collar with a bell attached to reduce the risk to native fauna. Cats must be kept inside the property at night. The owners of any offending cat will be asked to permanently remove it from the complex.

OIL STAINS

17. The Body Corporate appeals to all residents that if their vehicle leaks oil to either place a preventer underneath the car to stop the oil staining the pavers or to take preventative measures so the leak does not recur. If an oil leak occurs on a unit driveway, the unit owner will be responsible for cleaning the area.

STRUCTURES

18. Changes to the external appearance of a unit by the erection of any structures, such as pergolas, awnings, skylights, etc. is not permitted without prior approval from the Executive Committee of the Body Corporate. This includes the installation of new reverse cycle air conditioning units and evaporative cooling systems. All requests for alterations should be forwarded to the managing agent in the first instance for circulation to the committee.

FOXTEL

19. If a resident wishes to obtain Foxtel TV, they must seek permission from their Landlord and the Body Corporate.

REAL ESTATE SIGNAGE

20. The placement of any sign in Temperley Street on land which is the common property of, or managed by, either Grevillea or Tristania Owners Corporation is not permitted. Owners should be aware that such signs will be removed. This rule will be enforced by the Joint Consultative Committee. Owners are allowed to place For Sale signs on their front lawns within their unit boundaries.

GENERAL

21. Residents must ensure that their guests adhere to the House Rules particularly in relation to noise and parking.
22. Watering of common landscaped areas is encouraged.
23. Body Corporate does not accept responsibility for personal property and or articles, removed, damaged or stolen from either the common areas or from individual units - ask your neighbour to collect mail, papers etc. if you are going away.



STRATA MANAGER

The Strata Manager is:

Independent Strata Management Pty Ltd
Second Floor
Independent Building
91 Northbourne Avenue
Turner ACT 2612

GPO Box 1539
Canberra City ACT 2601

30th October 2018

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ACT Government

Access Canberra.

3280652

SPECIAL RESOLUTION BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Civium	associates@civium.com.au	6162 0681

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1549:50	Nicholls	89	6	1725

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

Alternative Rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
☑ Sealed copy of Minutes of Meeting ☑ Sealed copy of Resolution/Motion ☐ Other (specify) -	THE PROPRIETORS - UNITS PLAN NO. 1725 Common Seal

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:

Angelina Babette Anderson
Senior Strata Manager

for: Civium Property Group
on behalf of the Registered Proprietor/Managing Agent

Witnessed by
Dayle Russell
Strata Associate

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	13 DEC 2023	Registration Date	

VOI CATEGORY 3 FILED

civium

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS CORPORATION - 1725

Grevillea
27 Temperley Street
NICHOLLS ACT 2913

Held on :

Thursday, 10 August 2023 06:00 PM

Held at :

Gold Creek Country Club

THE PROPRIETORS - UNITS PLAN No. 1725
Common Seal

civium

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION Grevillea 1725

Held Thursday, 10 August 2023 6:00 PM at
Gold Creek Country Club

Present	**Mrs Lynda Carol Stanton (Lot 14), Alessandro Sciacca & Donna Lee-Anne Sciacca (Lot 16), Mr Joss Jones & Mrs Helen Jones (Lot 10), Mr Kevin Bruce Henderson (Lot 33), Mr P Stratos & Mrs Christine Stratos (Lot 17), Mr Rodney Arthur Gibb (Lot 26), Mrs Bridget M. E. Shaw (Lot 9), Mrs Faye Maddocks Duncan (Lot 3), Ms Barbara Frances Murphy (Lot 21), Ms Elaine Joan Organ (Lot 13) L Dawes (Lot 34).**
Civium Rep(s)	**Jedd Estrera**
Proxies	**None**
Company Nominees	**None**
Apologies	**Mr Paul Kitney (Lot 11), Mr Sean Gregory Stanton (Lot 14), Richard Kenneth Lee & Richard Michael Lee (Lot 15), Michael David Gurney and Sally Jane Gurney (Lot 20), Mr W Stoodley (Lot 25), Ms Elizabeth J Sutton (Lot 32), Mr Joseph Edward Nancarrow & Mrs Jennifer Lee Nancarrow (Lot 6)**
Voting Papers	**Ms Elizabeth J Sutton (Lot 32), Mr Joseph Edward Nancarrow & Mrs Jennifer Lee Nancarrow (Lot 6)**
Other Attendees	**None**
CFM	**None**
Chairperson	**Donna Lee-Anne Sciacca**

THE PROPRIETORS - UNITS PLAN No. 1725 Common Seal

Meeting Opened	6:00pm
Reduced Quorum Meeting	

MOTION	Motion for consideration

1 **Minutes (ORDINARY RESOLUTION)**

That the minutes of the previous General Meeting of the Owners Corporation, held on 14 July 2022 be confirmed as a true and accurate account of the proceeding at that meeting.

Note: The Minutes were passed by Ordinary Resolution. The following arose as item of Business arising from the minutes. Item 8 of the Minutes showed that a decision to enter a new 3-year Strata Management Agreement with Independent was deferred because of dissatisfaction with Independent while the Executive Committee explored its option – limited to three months after which a decision was required. After three months, the Committee entered into a further three-year contract with Independent in October 2022.

At the AGM 2023 Committee noted that there was not indication to them around the time of entering the new contract that Independent Strata was about to be taken over by another company (Civium). The 2023 AGM expressed general dissatisfaction that the Owners Corporation were not advised of that possibility and given the option to comment. The meeting noted that UTMA eff 2015 02/11/2022 Section 50 requires such a contract to be passed by ordinary resolution. At no stage was the Owners Corporation given that option.

Motion Carried

2 **Insurance Valuation (ORDINARY RESOLUTION)**

That the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.

NOTE: The latest Insurance Valuation was provided in 28 May 2021 The cost to have a new report provided by QIA Group will be approximately $950 excl gst.

Motion Defeated

3 **Insurance Renewal (ORDINARY RESOLUTION)**

That the Owners Corporation resolves:

a) that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and

b) the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation.

Current Policy:

***Insurer**: CHU*

***Building Sum Insured (BSI)**: $20,055,000*

***Policy Expiry**: 09/09/2023*

THE PROPRIETORS - UNITS PLAN NO. 1725 Common Seal

Motion Carried

4 **Insurance Claims (ACKNOWLEDGEMENT)**

That the Owners Corporation consider any open or new Insurance Claims.

NOTE: There are no current open claims.

Motion Acknowledged

5 Financial Statements and Accounting Records (ORDINARY RESOLUTION)

That the financial statement of accounts for the financial year 1 May 2022 to 30 April 2023 be adopted.

NOTE: The meeting discussed that under Expenditure, "Admin – Joint Consultative Committee" should be retitled "Joint Consultative Committee Levies" - this is Grevillea's share of the levies paid by each of the four complexes (that make up the Gardens) towards the running costs of the JCC.

Motion Carried

6 Appointment of Auditor (ORDINARY RESOLUTION)

That the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.

Motion Defeated

7 Maintenance Plan (ORDINARY RESOLUTION)

That the Owners Corporation review the planned maintenance in the Sinking Fund Plan for the continued maintenance of the common property and its assets.

Motion Defeated

8 Maintenance Issues (ORDINARY RESOLUTION)

That the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.

NOTE: Any new common property maintenance issues are to be reported to the Strata Manager prior to the meeting. For open maintenance issues, please find enclosed Job Register.

Motion Carried

9 Fire Safety Review (ORDINARY RESOLUTION)

That the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.

NOTE: A fire safety review is not applicable to UP1725.

Motion Defeated

10 Consideration of Physical Building Defects (ORDINARY RESOLUTION)

That the Owners Corporation considers any Common Property physical building structural defects.

Motion Carried

11 Budget (ORDINARY RESOLUTION)

1. That contributions be determined:

a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure $85,500.00
Total Administrative Fund Income $85,500.00

b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management)

THE PROPRIETORS UNITS PLAN No. 1725 Common Seal

Act 2011 for the sum of:

Total Expenditure $3,900.00
Total Sinking Fund Income $44,411.00

c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be
1st instalment 08/09/2023
2nd instalment 01/11/2023
3rd instalment 01/01/2024
4th instalment 01/04/2024

d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.

NOTE: Any questions relating to the budget should be directed to our office PRIOR to the meeting. Questions directed at the meeting may not be able to be answered.

The meeting also noted that the Strata Manager emphasised that levy notices would be distributed the following day (11th August 2023) to ensure adequate funds would be available to meet significant known pending bills – especially insurance is due on 9th September 2023.

Motion Carried

12 Alternative Method and Process for Voting (ORDINARY RESOLUTION)

That the Owners Corporation authorises that General Meetings & Executive Committee Meetings may be held in accordance with Section 10 of the Unit Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as a teleconference, videoconference, email, or any other electronic means including pre-meeting electronic voting.

Motion Carried

13 Election of Executive Committee (ORDINARY RESOLUTION)

New Executive Committee are as follows:

Lot 3 - F Duncan

Lot 6 - J Nancarrow

Lot 14 - L Stanton

Lot 15 - R K Lee

Lot 16 - A Sciacca

Motion Carried

14 Alternative Rules (SPECIAL RESOLUTION)

That, in accordance with Section 108 (1) of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the "Alternative Rules" distributed to Owners by email on 9th of August 2023. Any costs associated with

THE PROPRIETORS - UNITS PLAN No. 1725
Common Seal

registration to be paid from the Administrative Fund.

For : 10 Against : 0 Abstained : 0 **Motion Carried**

General Business

a. CHUB Library – Mr K. Henderson noted the difficulty in using/researching the files/documents in the CHUB Library because of poor document naming and a general lack of noting the date of origin in the Library's List of Contents. Mr Henderson offered to provide the Strata Manager with a list of the contents that has more accurate titles of the documents and a date of origin for each document. That list could then be used by Civium IT staff to amend the Library catalogue list.

b. Unit 6 Driveway Repair – The meeting noted some discussions concerning dissatisfaction with the payment for these repair.

Motion Acknowledged

There being no further business the chairperson declared the meeting closed at 03:49 PM
Dated: 10 August 2023
Issued by Civium Property Group for and on behalf of the Owners Corporation.



Rules effective on 10/08/23 [redacted]

GREVILLEA
27 TEMPERLEY STREET, NICHOLLS
Units Plan No. 1725

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 written 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 unreasonable withheld

- Safety considerations
- Structural considerations

Example – permission unreasonable withheld

- External appearance of a unit or the units plan

THE PROPRIETORS - UNITS PLAN NO. 1725 Common Seal

1.5 Pets in Units

A unit owner or occupier (the **pet owner**) may keep an animal, or permit an animal to be kept, within the unit if—

(a) Application for consent to keep an animal must be made in writing to the manager for

consideration by the Executive Committee of the Owners Corporation.

(b) All dogs must be registered with the ACT Government Authority. They must wear a tag at all times and carry an identification microchip and comply with all requirements of ACT pet regulations. Dogs must be kept within the confines of the owner's property. They must also be kept on a leash at all times when being exercised and under full control of the owner. All waste material must be placed in a plastic bag by the person controlling the dog. Noise must be kept to a minimum and any complaints may result in the owner being asked to remove the dog permanently from the complex. Similarly, dogs must not be allowed to roam around the complex off a leash and without supervision. The owners of any offending dog will be asked to permanently remove the offending animal from the complex.



(c) All cats must be micro-chipped and wear a collar with a bell attached to reduce the risk to native fauna. Cats must be kept inside the property at night. The owners of any offending cat will be asked to permanently remove it from the complex.

1.6 Assistance animals

The Owners Corporation requires 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).

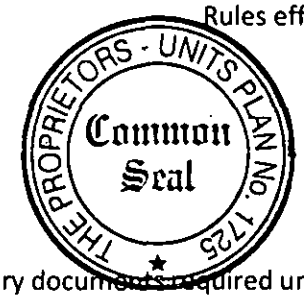
Executive Committee representative, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

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

THE PROPRIETORS - UNITS PLAN NO. 1725
Common Seal

Alternative Rules 2

alternative rules means rules other than the default rules



2.1 Execution of Documents

(1) The Strata Manager is allowed to sign all statutory documents required under the Act, including Section 119 certificates and notices of reduced quorums and attach the seal of the Owners Corporation as needed.

(2) The Executive Committee must approve the signing of all other documents, such as contracts and service agreements.

2.2 Recover of Legal Fees

(1) If an Owners Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owner Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.

(2) The unit holder agrees that any monies which are payable pursuant to clause 1 shall be a debt enforceable by the Owner's Corporation against the unit holder.

(3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees and other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1.

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

2.3 Appearance

(1) Residents are to maintain their units so that other unit holders are not adversely affected in terms of hygiene, appearance or value:

(2) Clothes lines, laundry, garbage and garbage containers shall not be displayed on balconies at any time. The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.

(3) To maintain a sense of community and general tidiness all residents should assist in keeping the common property (that is driveways, lawns, landscaped gardens) clean and free from litter.

2.4 Vehicles and Parking

(1) Residents are to park their car(s) ONLY in their unit's allocated garage, car space or unit driveway area.

(2) Cars must not be parked on the paved or main access driveway, on landscaped or grassed areas, or in any position where they may cause an obstruction to others. Parking in front of other unit

garages is STRICTLY PROHIBITED .

(3) Residents are reminded that the visitor car parking spaces are for visitors and guests' convenience and are not to be used by residents or guests for long term parking (longer than 1 week).

(4) In the interests of safety, children are not permitted to ride cycles or play games on the common property driveways.

(5) There is a 20kph speed limit within the complex.

2.5 All Strata Related Correspondence including General Meeting papers to be sent by email

For the purpose of giving notice of a general meeting under Section 3.6 of the Unit Titles (Management) Act 2011, notices, levy notices and all other general correspondence will only be sent by email to an address notified for this purpose by the owner. If no email address is nominated to the Strata Manager, the notice will be sent by post.

2.6 Garbage and Recycling

(1) All domestic rubbish should first be enclosed in a bag and tied securely, before being disposed of in the large general hopper in the Rubbish Room.

(2) Cardboard boxes are to be dismantled or squashed before being placed into the appropriate recycling hopper. No recycling waste is to be enclosed in a plastic bag.

(3) Green waste must only be placed in the flexible green waste paks – prunings are to be cut to a reasonable length (less than about 60cm) before depositing them to ensure compacting of the waste and efficient use of the waste containers.

(4) Any unwanted debris eg: large cardboard boxes, washing machines, mattresses MUST be taken to the tip. No rubbish or unwanted debris is to be left sitting in the hopper enclosure or on the enclosure floor.

THE PROPRIETORS UNITS PLAN No. 1725 Common Seal

2.7 Noise

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

(2) At all times and especially between 11.00pm and 6.00am, residents should avoid causing any noise (music, television, loud voices, washing machines, dryers, etc) at a level which may disturb other residents. Residents should give due care and consideration to resident shift workers.

(3) Residents should prevent slamming front and car doors.

(4) Loud music, shouting, screeching of brakes and loud revving of engines only intrudeupon the privacy of others and will not be tolerated.

2.8 Oil Stains

(1) The Body Corporate appeals to all residents that if their vehicle leaks oil to either place a preventer underneath the car to stop the oil staining the pavers or to take preventative measures so the leak does not recur. If an oil leak occurs on a unit driveway, the unit owner will be responsible for cleaning the area.

2.9 Strucures

(1) The Body Corporate appeals to all residents that if their vehicle leaks oil to either place a preventer underneath the car to stop the oil staining the pavers or to take preventative measures so the leak does not recur. If an oil leak occurs on a unit driveway, the unit owner will be responsible for cleaning the area.

2.10 Foxtel

(1) If a resident wishes to obtain Foxtel TV, they must seek permission from their Landlord and the Body Corporate.

2.11 Real Estate Signage

(1) The placement of any sign in Temperley Street on land which is the common property of, or managed by, either Grevillea or Tristania Owners Corporation is not permitted. Owners should be aware that such signs will be removed. This rule will be enforced by the Joint Consultative Committee. Owners are allowed to place For Sale signs on their front lawns within their unit boundaries.

2.12 General

(1) Residents must ensure that their guests adhere to the House Rules particularly in relation to noise and parking.

(2) Watering of common landscaped areas is encouraged

(3) Body Corporate does not accept responsibility for personal property and or articles, removed, damaged or stolen from either the common areas or from individual units - ask your neighbour to collect mail, papers etc. if you are going away.

2.13 Complaints

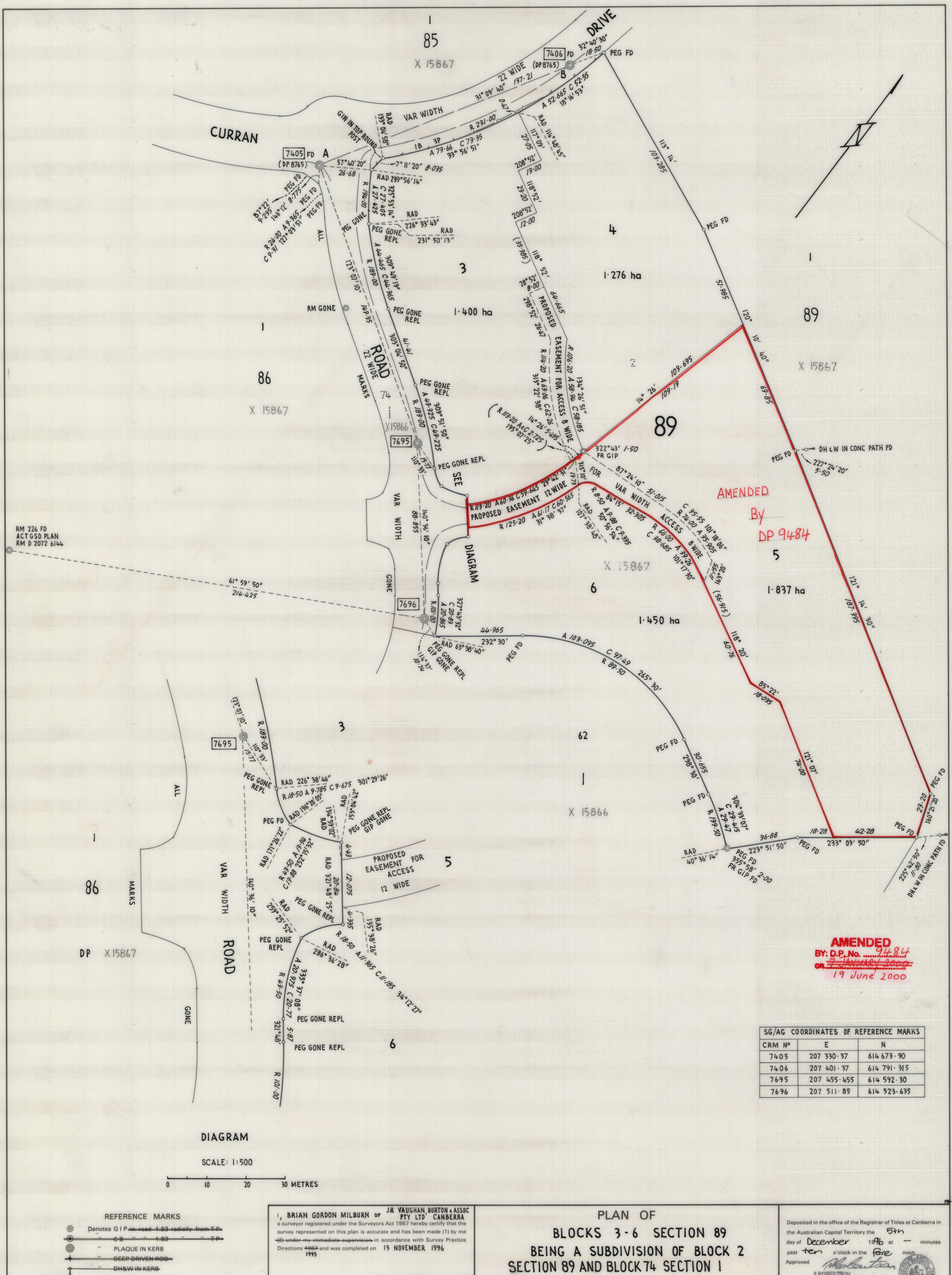
A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the Strata Manager, Civium.

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

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

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

THE PROPRIETORS - UNITS PLAN NO. 1725
Common Seal



SG/AG COORDINATES OF REFERENCE MARKS		
CRM Nº	E	N
7405	207 330·37	614 673·90
7406	207 401·37	614 791·315
7695	207 455·455	614 592·30
7696	207 511·85	614 523·635

DIAGRAM

SCALE: 1:500

0 10 20 30 METRES

REFERENCE MARKS

Denotes G I P ~~in road 1.83 radially from T P~~
" C B " " 1.83 " " T P
" PLAQUE IN KERB
" ~~DEEP DRIVEN ROD~~
" ~~DH&W IN KERB~~
(Except as otherwise shown)

NOTE:

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

Azimuth: A-B (Strom)

Field Books:

I, BRIAN GORDON MILBURN of JR VAUGHAN, BURTON & ASSOC PTY LTD' CANBERRA
a surveyor registered under the Surveyors Act 1967 hereby certify that the survey represented on this plan is accurate and has been made (1) by me ~~(2) under my immediate supervision~~ in accordance with Survey Practice Directions ~~1987~~ 1995 and was completed on 13 NOVEMBER 1996

(Signature) Brian Milburn 25/11/'96
Surveyor registered under the Surveyors Act 1967

I certify that this plan is the plan prepared in accordance with the Districts Act 1966

2/12/96
Chief Surveyor of the ACT Government

PLAN OF
BLOCKS 3-6 SECTION 89
BEING A SUBDIVISION OF BLOCK 2 SECTION 89 AND BLOCK 74 SECTION 1
DIVISION: NICHOLLS
DISTRICT: GUNGAHLIN
AUSTRALIAN CAPITAL TERRITORY
SCALE 1: 1000
0 50 100 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 5th day of December 1996 at — minutes past ten o'clock in the fore noon
Approved
S ROBERTSON
DEPUTY REGISTRAR-GENERAL
Registrar of Titles

DEPOSITED PLAN
9021
AMENDS DP 9019 and 9020

DP X15867

*BJ ADC

X15966 7423/80501

FORM 1A

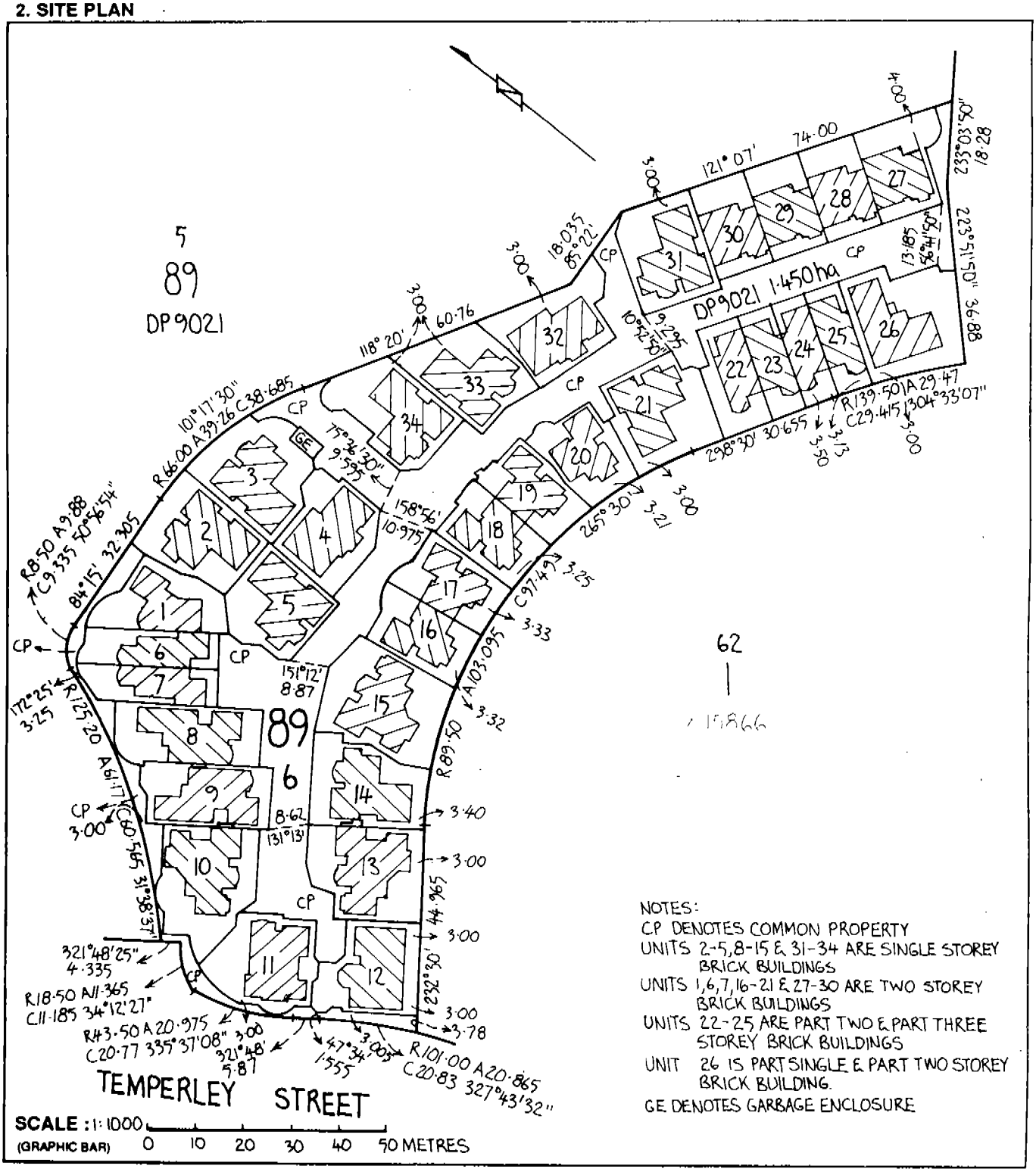
REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 1 OF 26 SHEETS

UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. SITE PLAN



3. EXECUTION

Common Seal Applicant	P. Self 12/12/98 Surveyor	Delegate of the Minister

FORM 1

AUSTRALIAN CAPITAL TERRITORY
LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 2 OF 26 SHEETS

SURVEYOR'S DECLARATION

1. LAND

UNITS PLAN NO. 1725

~~DISTRICT~~/DIVISION	SECTION	BLOCK	VOL:FOL	DEPOSITED PLAN NO.
NICHOLLS	89	6	1507 : 9	9021

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

INDEPENDENT BODY CORPORATE
222 CITY WALK, CANBERRA CITY ACT 2601

NB Any change of address of the body corporate for service of notice must be advised to the Registrar-General's Office

3. SURVEYOR'S DECLARATION

I, PETER JOHN SELFE

of JOHN RAE & ASSOCIATES, PO BOX 574 MITCHELL ACT 2911

a surveyor registered under the Surveyor's Act 1967, hereby certify that -

1. the survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me/~~under my immediate supervision (delete whichever is inapplicable)~~ and was completed

on 8th DECEMBER 1998

2. the said survey is in accordance with the following Acts -
(a) Unit Titles Act 1970;
(b) Land Titles (Unit Titles) Act 1970;
(c) Land Titles Act 1925;
and any regulations made under those Acts, and is in accordance with the Survey Practice Directions 1995.

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

OR

~~3. (a) all units and unit subsidiaries shown in the diagrams are wholly within the parcel;~~
(b) ~~the diagram clearly indicates~~ the existence, nature and extent of any encroachment by a building (including any material attached to it), beyond the ~~boundaries of the parcel; and~~
(c) the diagrams clearly indicate the existence, nature and extent of ~~any easement granted and registered, or to be granted and registered upon registration of this proposed plan, as an appurtenance to the parcel.~~

4. where an expression used in this form is defined in the Unit Titles Act 1970, that expression has the same meaning as in that Act.

Dated this 10th day of DECEMBER 19 98

P.Selfe
Signature of Surveyor

4. APPROVAL UNDER UNIT TITLES ACT 1970

Approved under the Unit Titles Act 1970 as the Units Plan for the subdivision of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or 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 Act 1937, I do not object to the continuance of the encroachment in its present form for the life of the building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this Twenty fourth day of February 19 99

STEVE WALLACE
Delegate of the Minister

CERTIFICATE OF REGISTRATION:

EXAMINED:	
REGISTERED:	R
DATE:	26 FEB 1999

FORM 2 LAND TITLES (UNIT TITLES) ACT 1970 SHEET No. 3 OF 26 SHEETS

ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No 1725

~~DISTRICT~~/DIVISION NICHOLLS SECTION 89 BLOCK 6

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE VOLUME	FOLIO
1	30	—	1549	51
2	28	—	1549	52
3	29	—	1549	53
4	26	—	1549	54
5	27	—	1549	55
6	27	—	1549	56
7	26	—	1549	57
8	29	—	1549	58
9	29	—	1549	59
10	31	—	1549	60
11	31	—	1549	61
12	31	—	1549	62
13	31	—	1549	63
14	28	—	1549	64
15	31	—	1549	65
16	31	—	1549	66
17	30	—	1549	67
18	31	—	1549	68
19	30	—	1549	69
20	31	—	1549	70
21	28	—	1549	71
22	28	—	1549	72
23	27	—	1549	73
24	26	—	1549	74
Aggregate				

VENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Applicant

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

Dated this Twenty fourth day of February 1999

S.T.E.V.E. WALLACE

Delegate of the Minister

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

Volume 1549 Folio 50

P. A. ROWE
DEPUTY REGISTRAR-GENERAL

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR-GENERAL'S DEPARTMENT

Deputy Registrar - General

FORM 2 LAND TITLES (UNIT TITLES) ACT 1970 SHEET No. 4 OF 26 SHEETS

ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No. 1725

~~DISTRICT~~/DIVISION NICHOLLS SECTION 89 BLOCK 6

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE VOLUME	FOLIO
25	26	—	1549	75
26	35	—	1549	76
27	34	—	1549	77
28	33	—	1549	78
29	33	—	1549	79
30	33	—	1549	80
31	28	—	1549	81
32	28	—	1549	82
33	27	—	1549	83
34	27	—	1549	84
Aggregate	1000	—		

VENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Applicant

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

Dated this Twenty fourth day of February 1999

Delegate of the Minister

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

Volume 1549 Folio 50

P. A. ROWE
DEPUTY REGISTRAR-GENERAL

Deputy Registrar - General

FORM 3 REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 5 OF 26 SHEETS

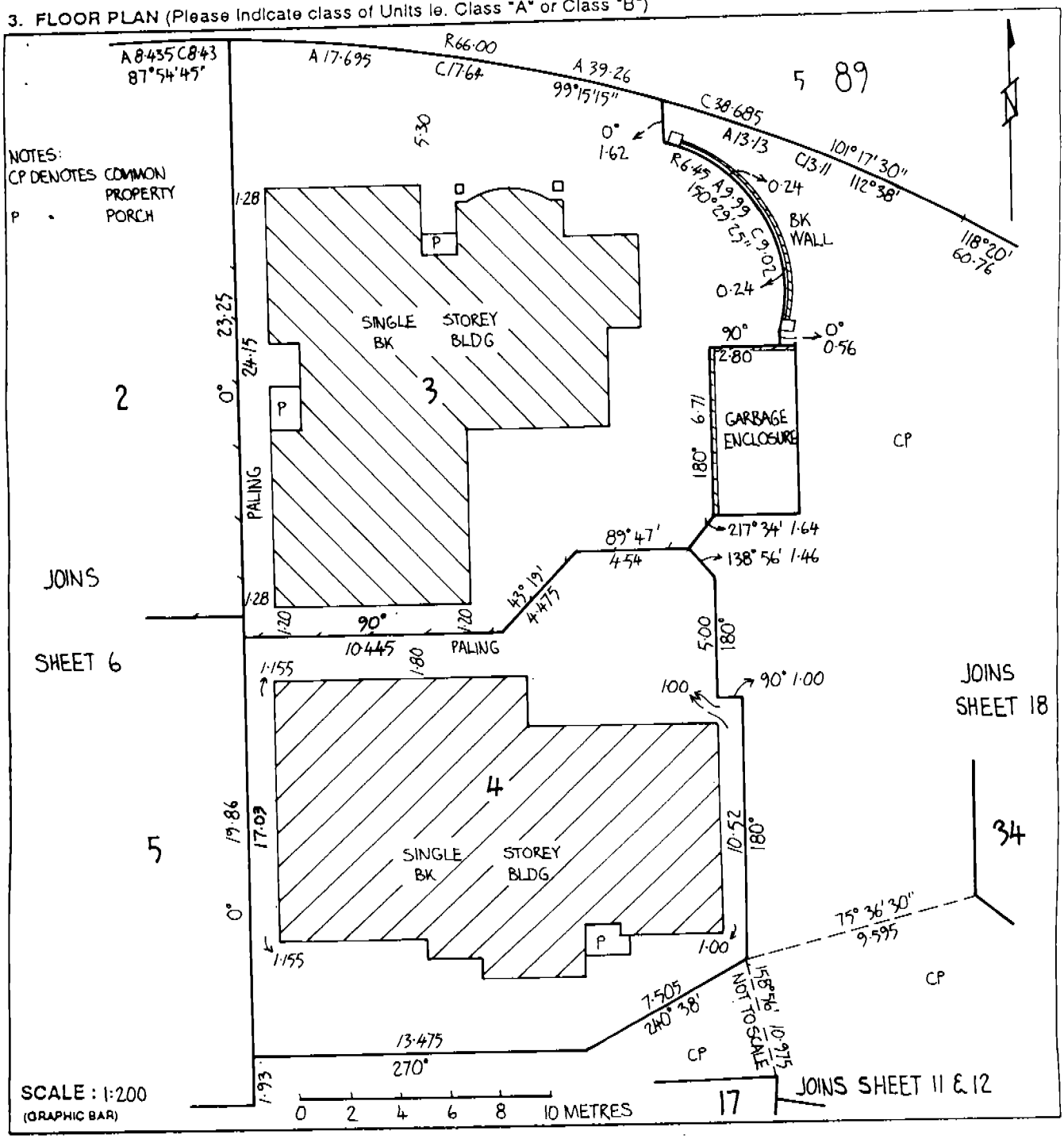
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LIMITED Common Seal A.C.N. 053 773 282

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 3 REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 6 OF 6 SHEETS

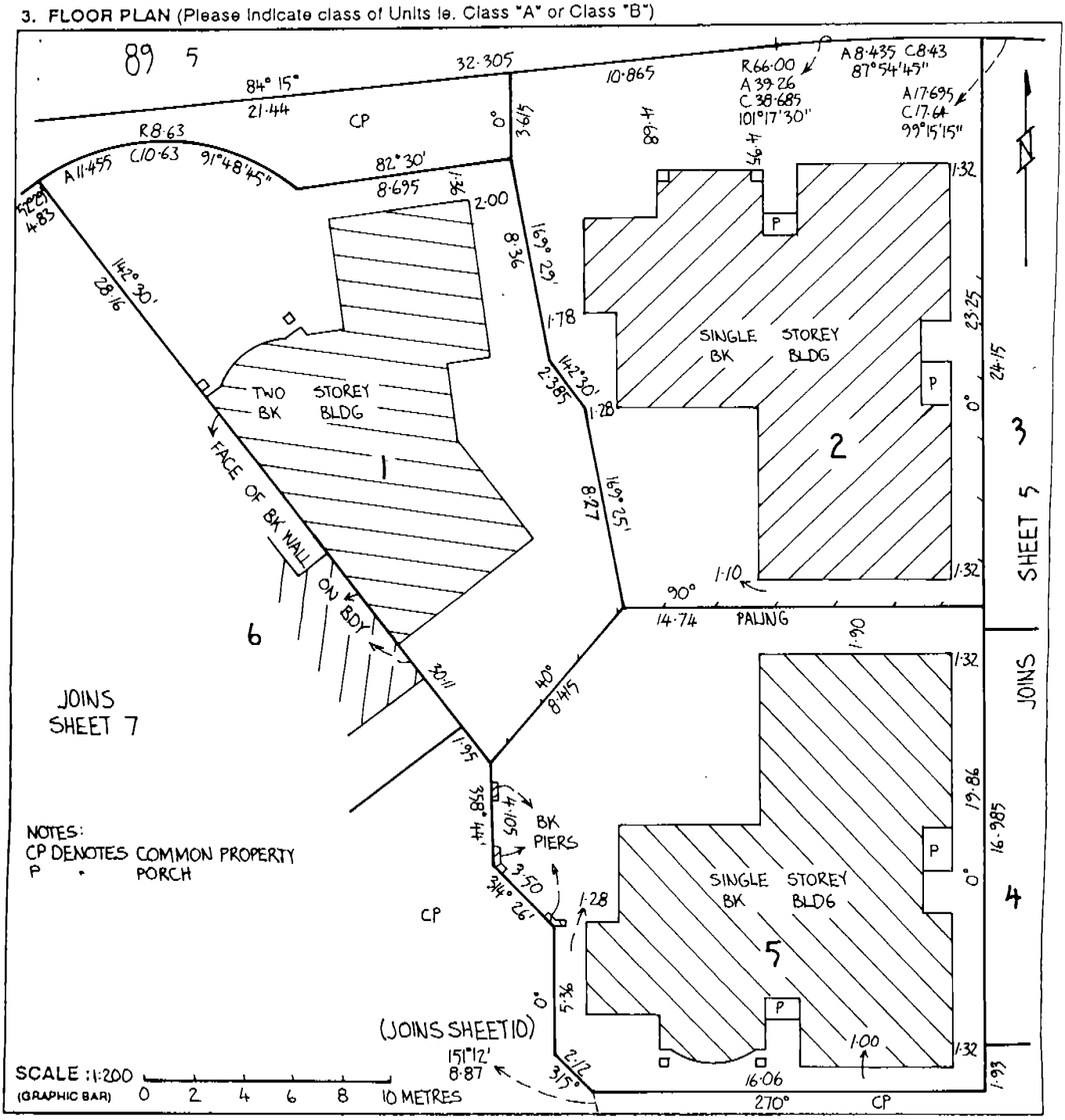
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LTD Common Seal A.C.N. 033 773 292

A D Wallace

STEVE WALLACE
Delegate of the Minister

FORM 3

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 7 OF 24 SHEETS

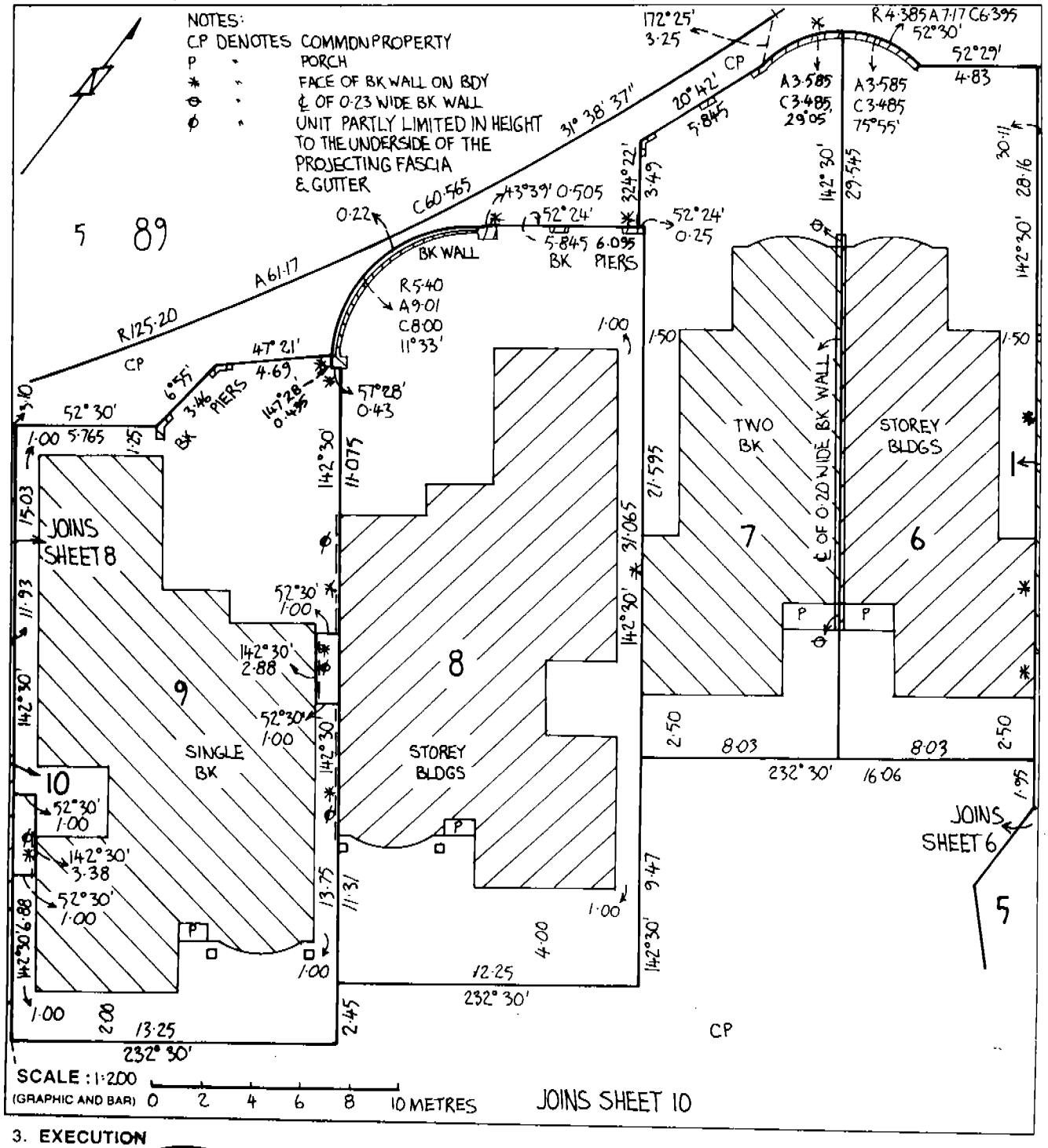
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

VALENTINO PTY LTD Common Seal A.C.N. 053 773 292	
Applicant	STEVE WALLACE Delegate of the Minister

FORM 3

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 8 OF 26 SHEETS

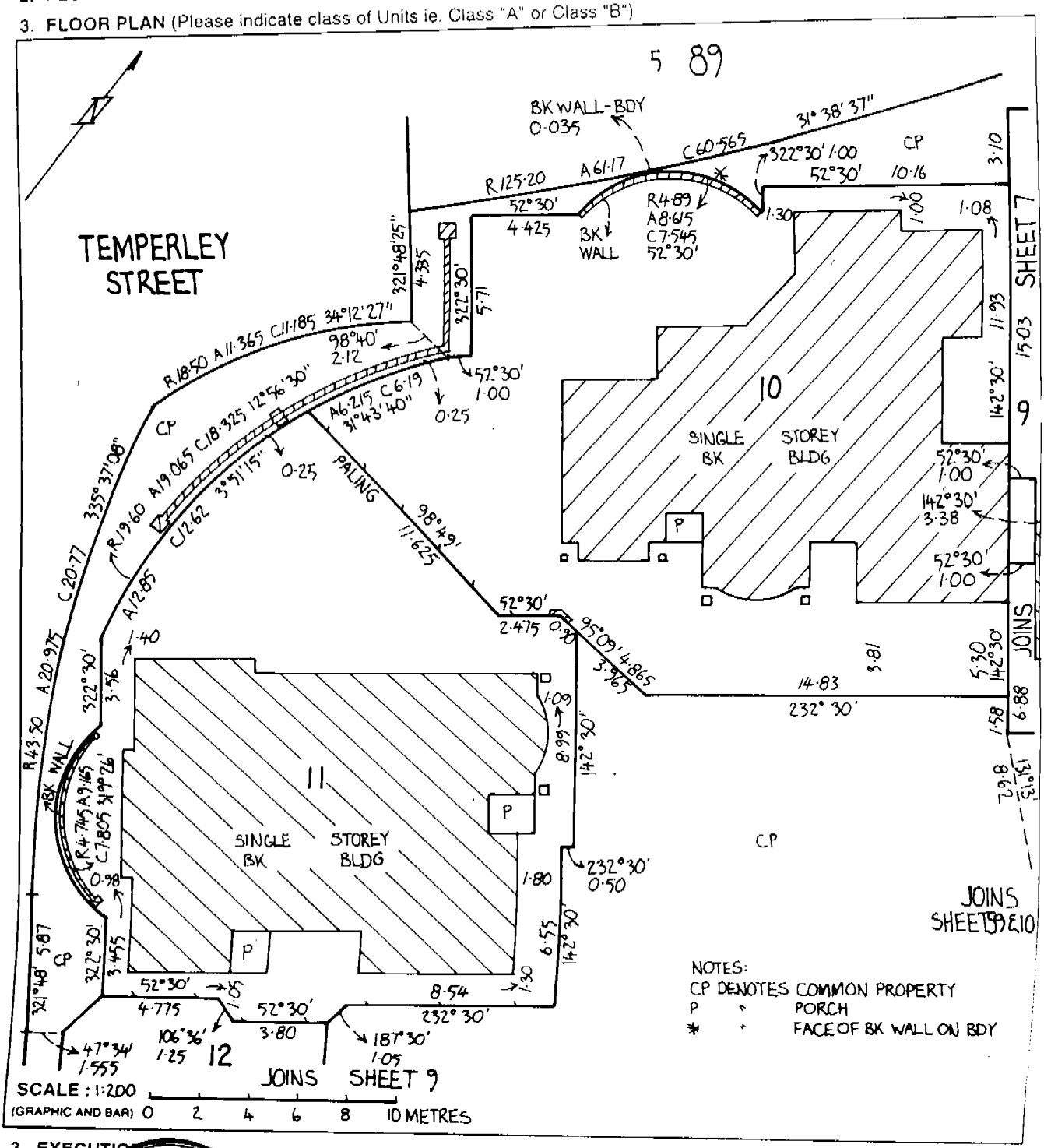
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LTD Common Seal A.C.N. 053 773 292

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 3

LAND TITLES (UNIT TITLES) ACT 1970

SHEET No. 9 OF 24 SHEETS

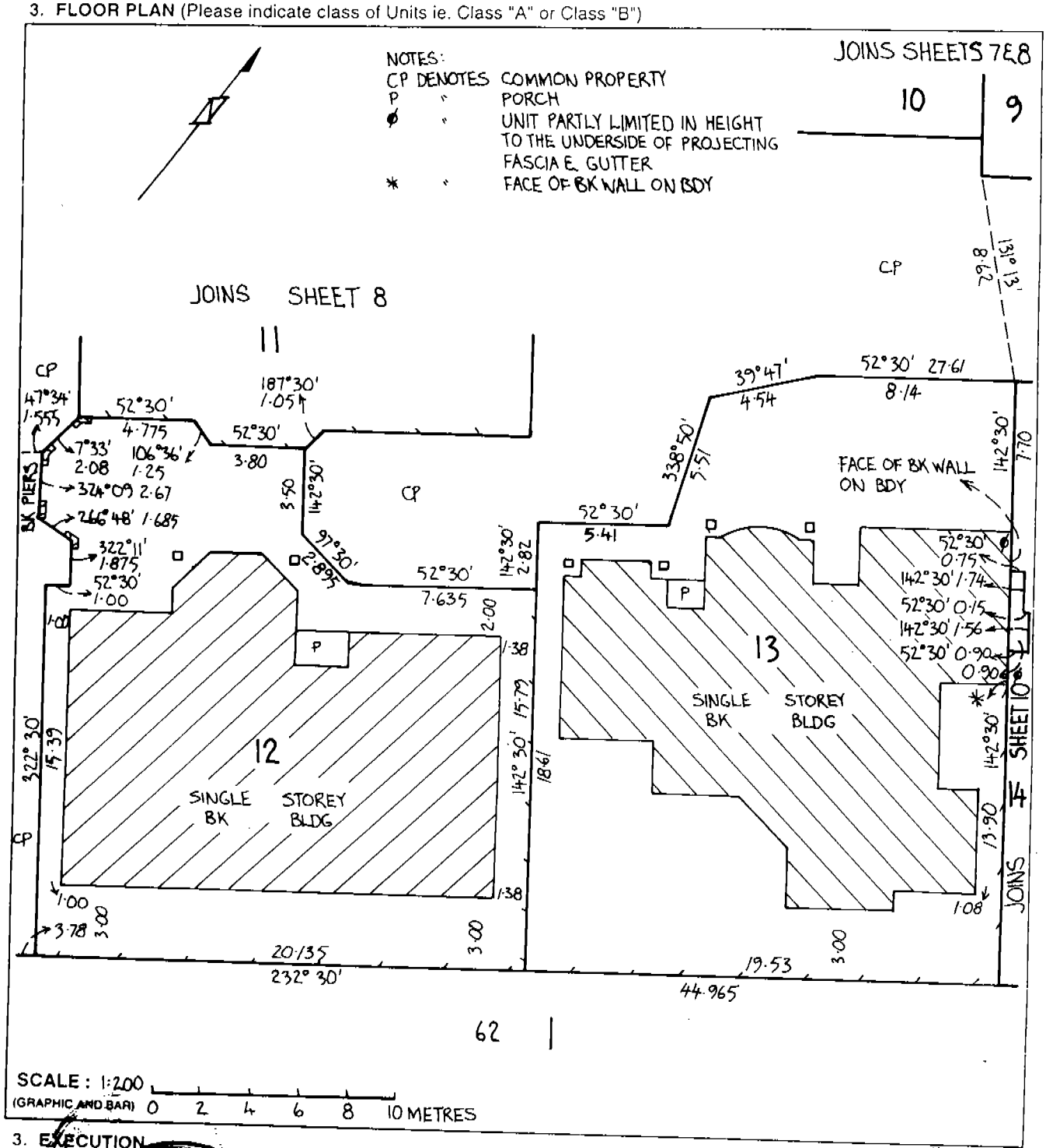
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LTD Common Seal A.C.N. 059 773 292

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 10 OF [illegible] SHEETS

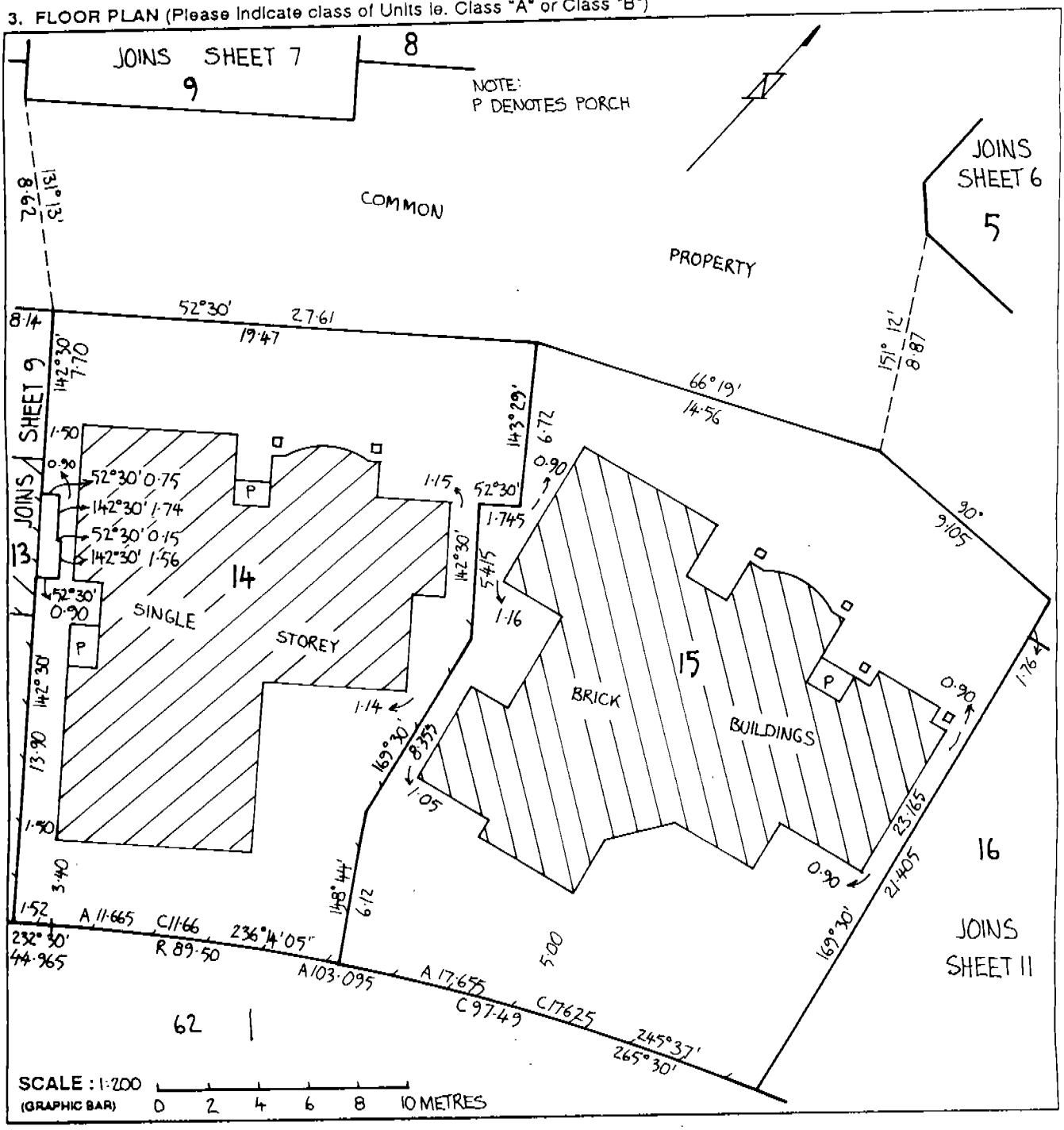
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

Common Seal A.C.N. 052 773 292	
Applicant	STEVE WALLACE Delegate of the Minister

FORM 3 REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET NO. 1 OF 2 SHEETS

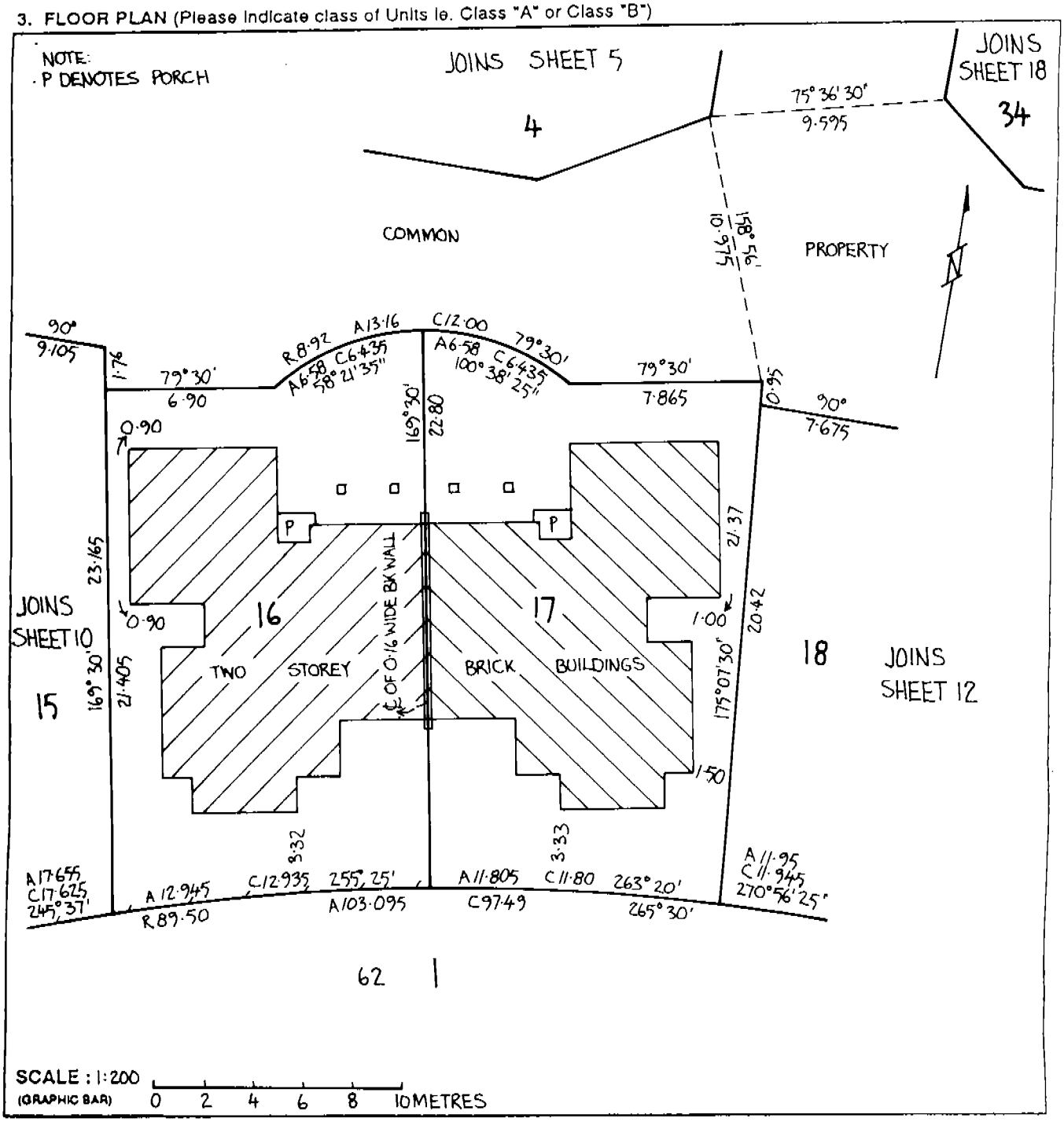
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

VALENTINO PTY LIMITED Common Seal A.C.N. 053 773 292 Applicant	STEVE WALLACE Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 12 OF 26 SHEETS

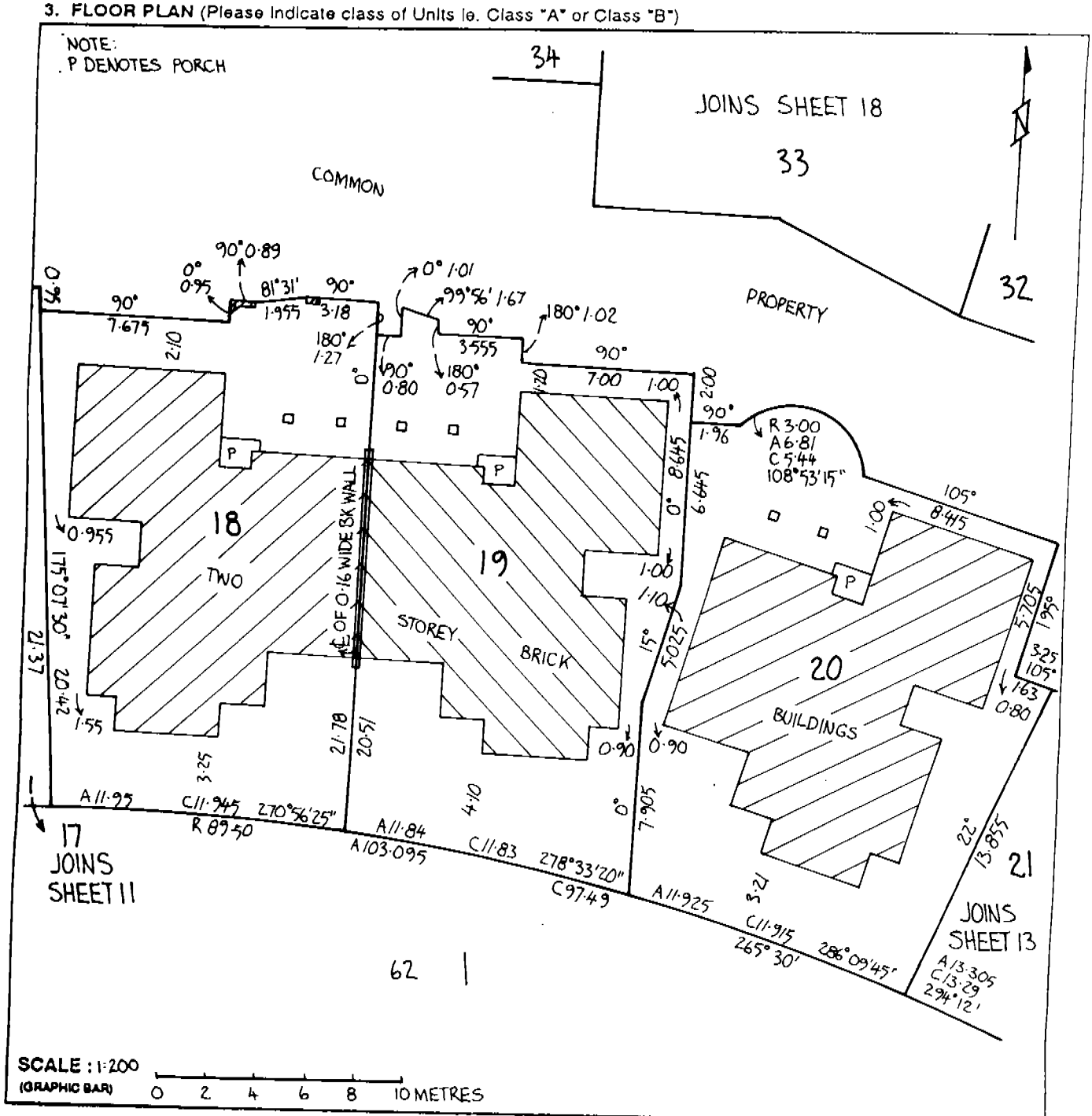
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LIMITED
Common Seal
A.C.N. 053 773 292

Applicant

Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 13 OF 26 SHEETS

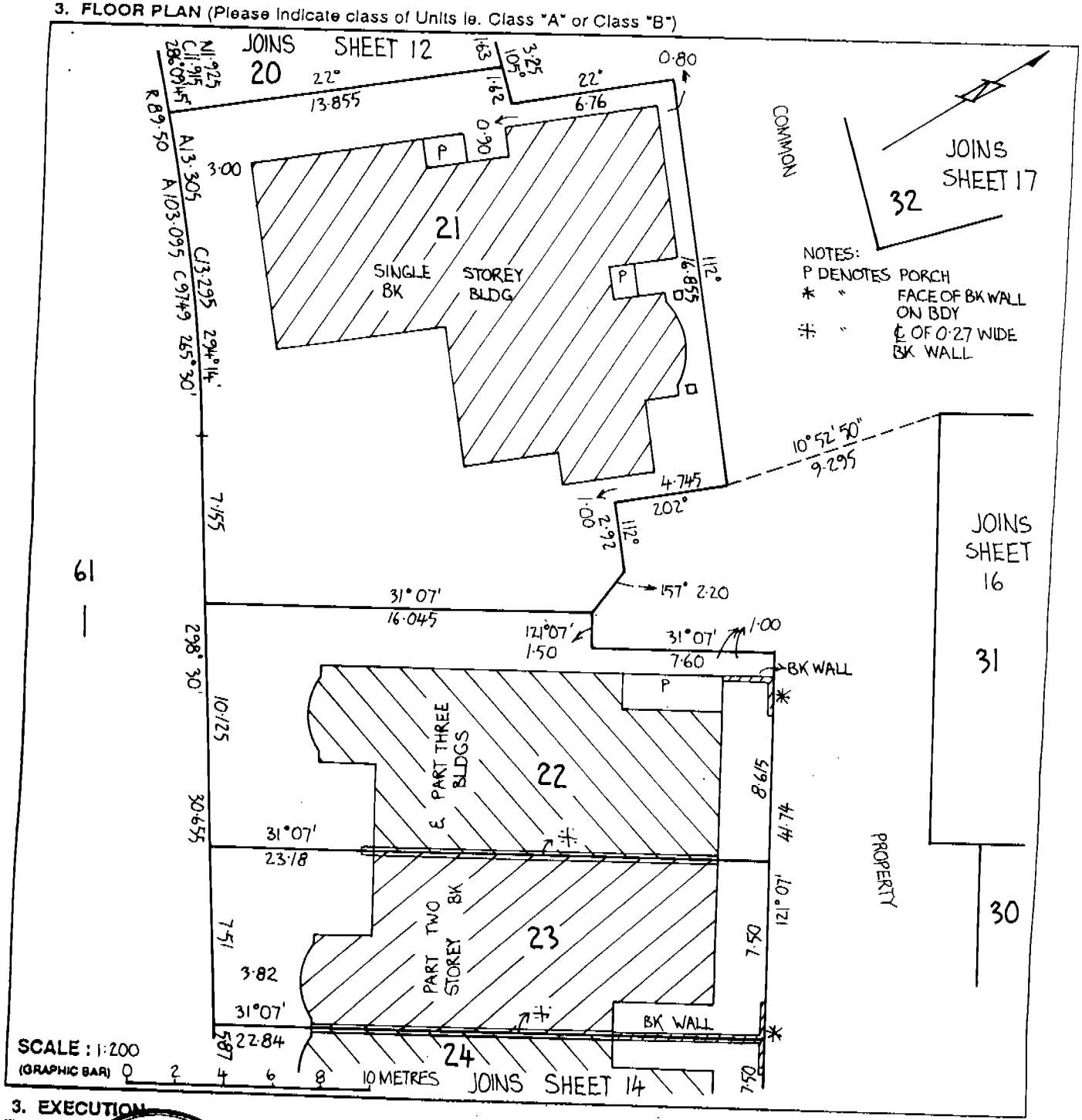
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

VENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 14 OF 26 SHEETS

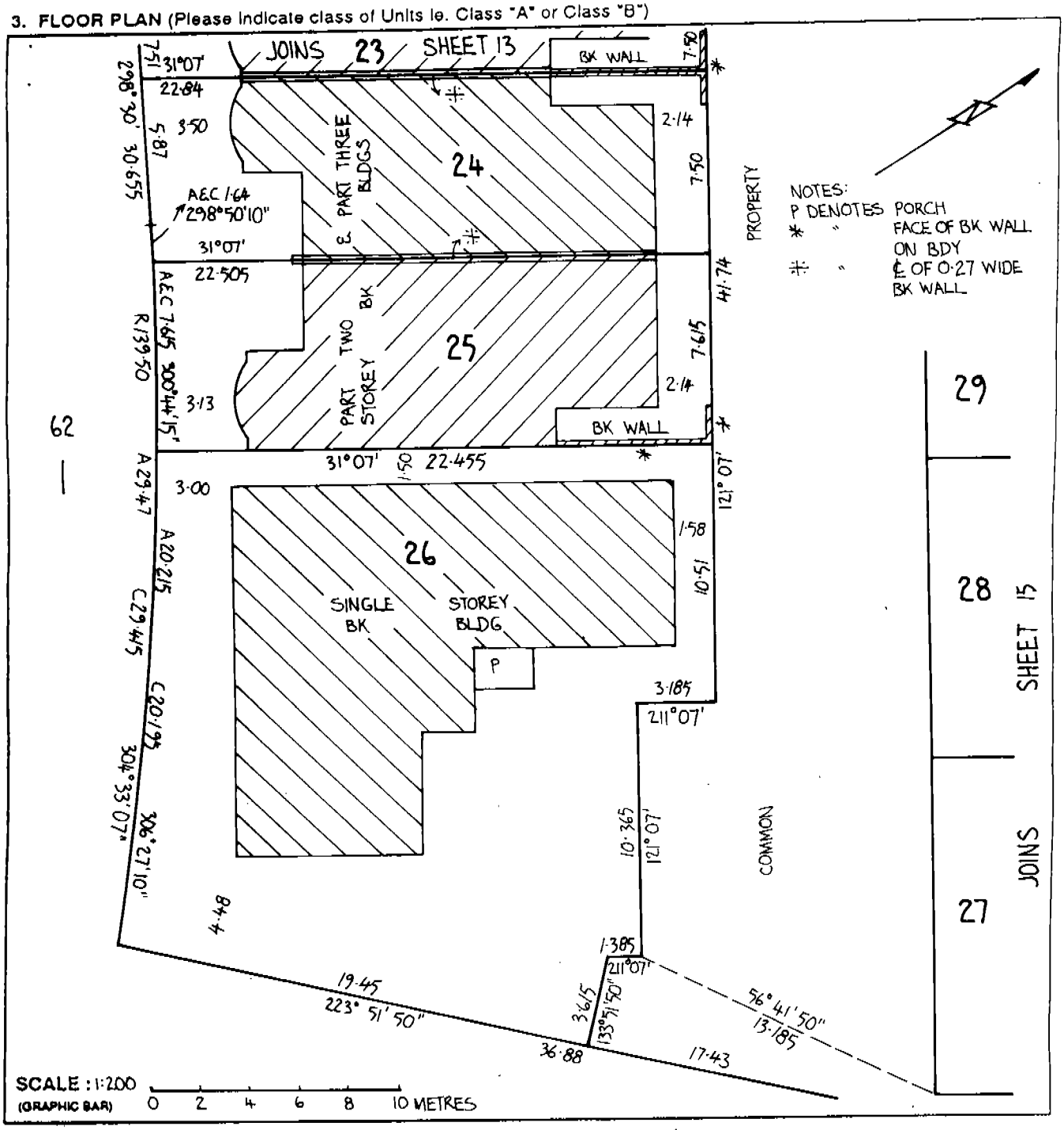
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LIMITED
Common Seal
A.C.N. 053 [illegible]

Applicant

S.D. Wallace

STEVE WALLACE
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 15 OF 26 SHEETS

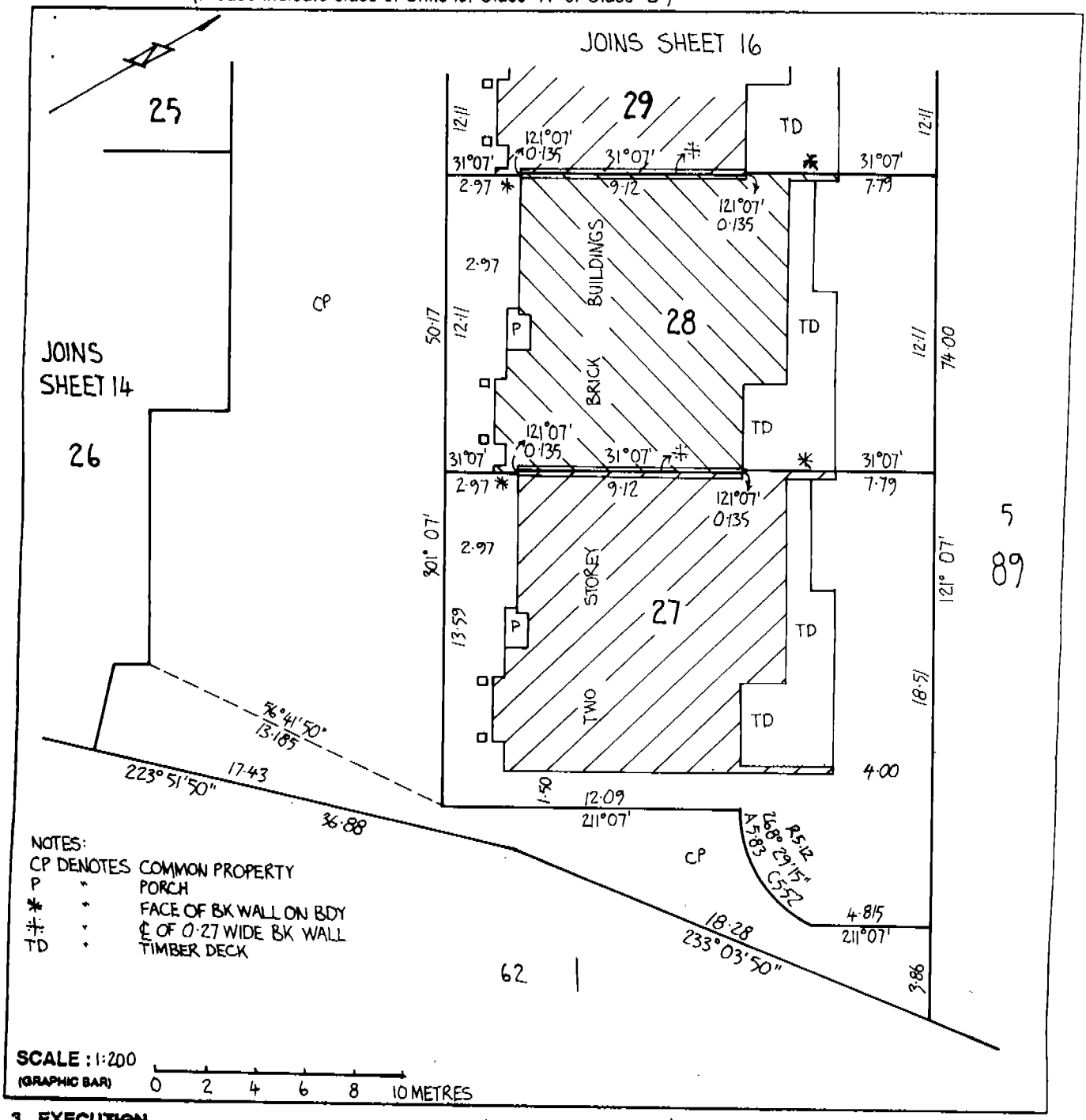
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

Common Seal A.C.O. 093 773 292

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 16 OF 26 SHEETS

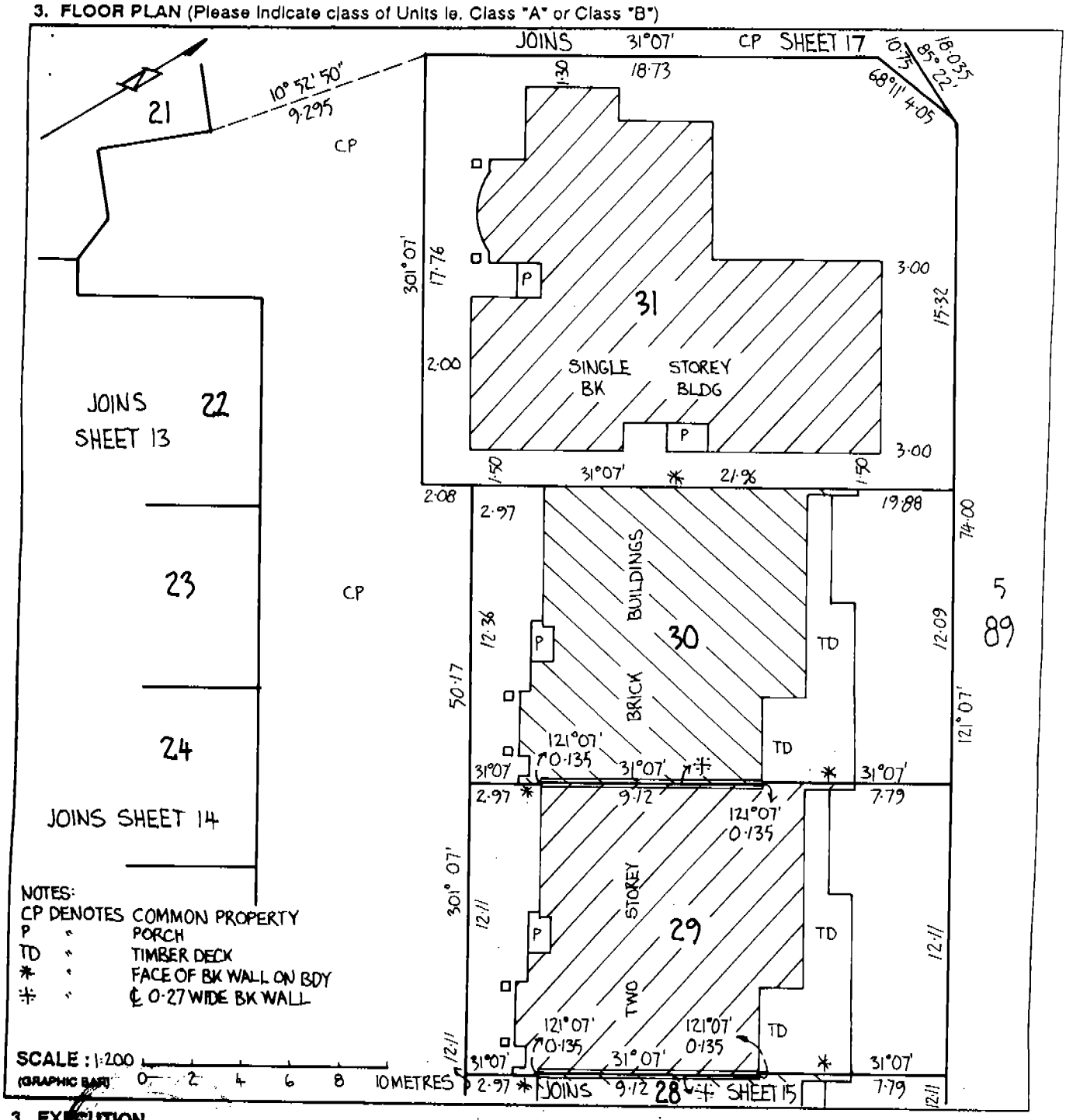
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



NOTES:
CP DENOTES COMMON PROPERTY
P " PORCH
TD " TIMBER DECK
* " FACE OF BK WALL ON BDY
⁜ " ℄ 0·27 WIDE BK WALL

SCALE : 1:200
(GRAPHIC BAR) 0 2 4 6 8 10METRES

3. EXECUTION

VENTINO PTY LTD Common Seal A.C.N. 053 773 292

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970

SHEET No. 17 OF 24 SHEETS

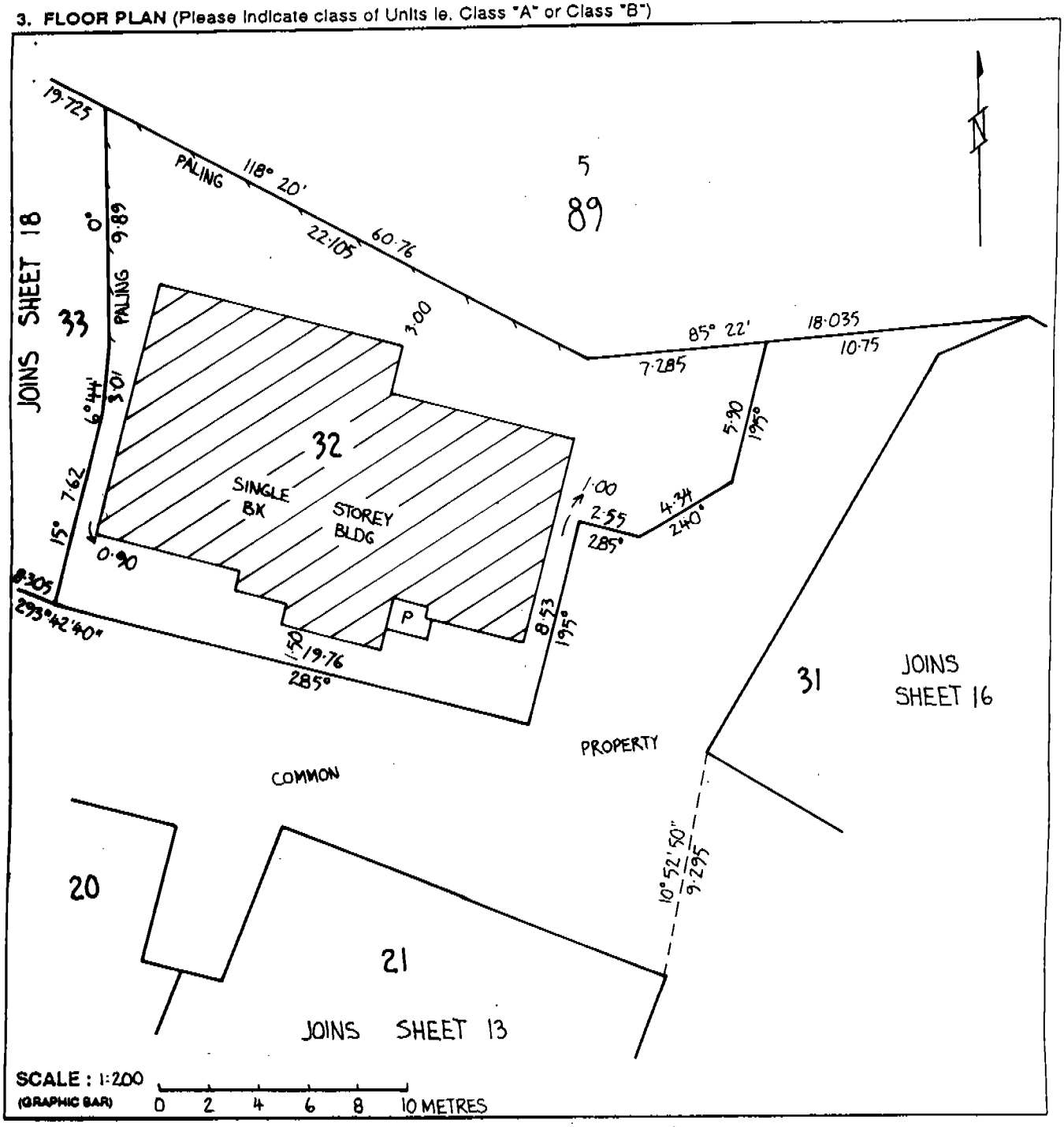
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 3

REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 18 OF 26 SHEETS

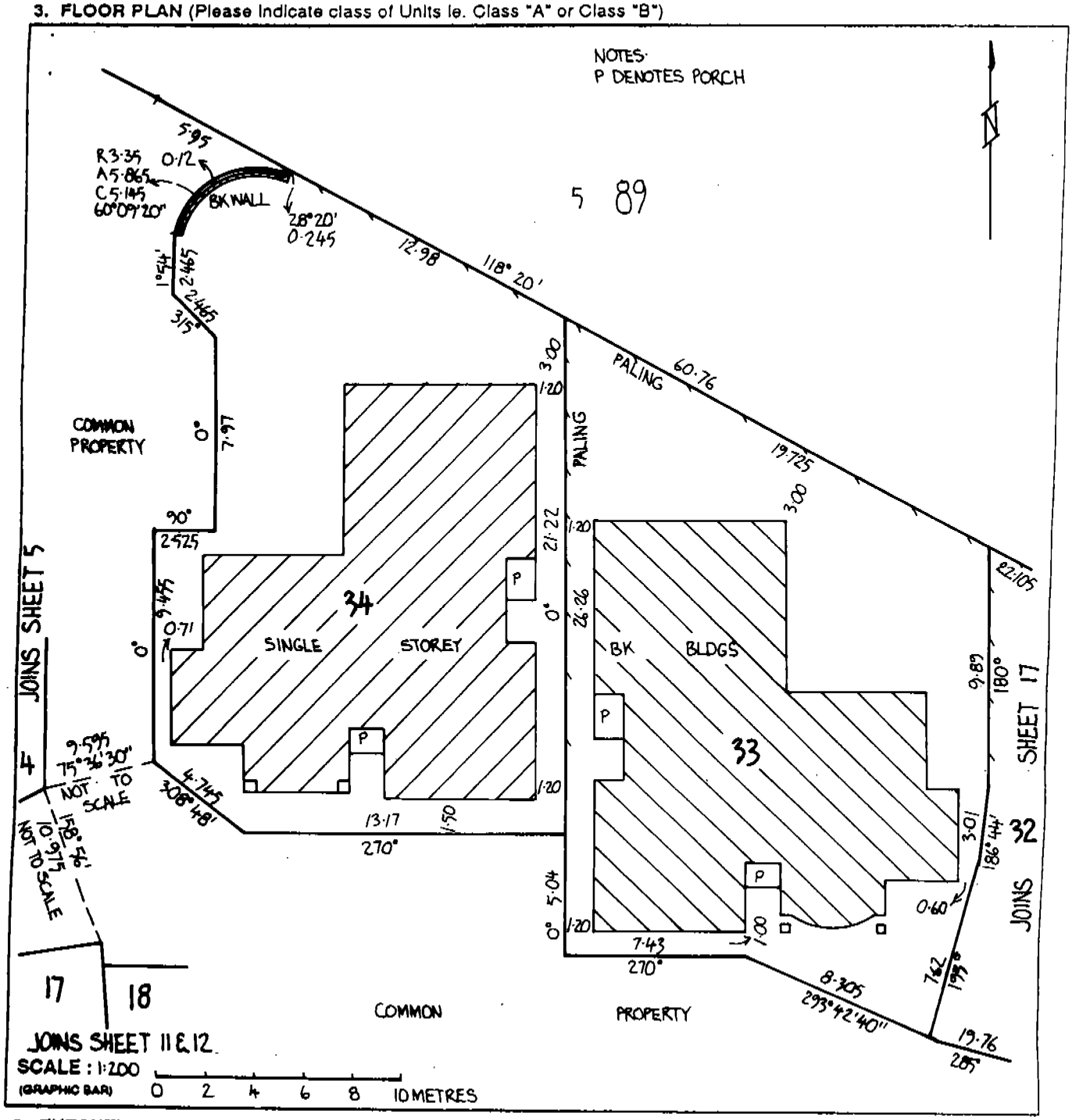
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LIMITED
Common Seal
A.C.N. 059 773 282

Applicant

STEVE WALLACE
Delegate of the Minister

FORM 4

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1725

Block 6 Section 89 Division of NICHOLLS

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 first day of December Two Thousand and ninety five.

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 - 34 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of the 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 make any structural alterations to the unit 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 the unit;

   (e) if and whenever the Lessee fails to maintain repair or keep in repair the unit 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 effect the said repairs or

L. O'Keeffe

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;

(f) to permit any person or persons authorised by the Territory to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;

(g) 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 Land (Planning and Environment) Act 1991 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 terminate 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 Land (Planning and Environment) Act 1991;

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

D. O'Kiffe ADW

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 Australian Capital Territory Executive;

(ii) the Minister;

(iii) 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

(iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 or any Statute or Ordinance in substitution therefor;

(f) in this schedule "Lessee" shall -

(i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

(ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them;

(iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;

(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 (Commonwealth);

(h) in this schedule, unless the contrary intention appears, "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 or any Statute or Ordinance substituted therefor;

D. O'Keeffe

(i) in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;

(j) in this schedule "premises" means the land building and all other improvements on the parcel;

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

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

(m) in this schedule "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

5. Each of the Lessees of Units Nos. 1 - 34 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 6 Section 89 Division of NICHOLLS on Deposited Plan Number 9021 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not less than thirty (30) nor more than forty (40) residential units in total.

DATED the Twenty fourth day of February 199.9

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

AVENTINO PTY Common Seal A.C.N. 053 778 292

S.D. Wallace
STEVE WALLACE
Delegate of the Minister

L.O'Keeffe

Applicant: AVENTINO PTY LIMITED A.C.N. 053 778 292

FORM 5

Revised 18/10/96

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 1725

Block 6 Section 89 Division of NICHOLLS

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

1. The term of the lease expires on the first day of December Two Thousand and ninety five.

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. 1725 (hereinafter called "the Corporation") covenant 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 some or all of the following purposes of car parking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Corporation **PROVIDED THAT:**

      (i) The Corporation shall only use the common property in performing its duties, exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act 1970; and

      (ii) The common property shall only be used for any of the purposes permitted by the lease of any Unit;

   (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

D. O'Keeffe

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 terminate 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;

D. O'Keeffe

(b) that any extension of terms for all the leases shall be in accordance with the provisions of the Land (Planning and Environment) Act 1991;

(c) any and every right power and or remedy conferred on the Commonwealth 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 Australian Capital Territory Executive;

(ii) the Minister;

(iii) 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

(iv) the person to whom the Minister has delegated all his powers or functions under the said Land (Planning and Environment) Act 1991 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 (Commonwealth);

(e) in this schedule "Minister" means the Territory Minister for the time being administering the Land (Planning and Environment) Act 1991 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;

(h) in this schedule "building" means any building or buildings on the parcel at the date of the commencement of the lease or any building or buildings constructed on the parcel in accordance with the covenants of this lease or any building or buildings replacing the same together with all fittings fixtures (including floor coverings) plant machinery and appurtenances thereof and therein contained or if the context so admits any part thereof;

(i) in this schedule "premises" means the land building and all other improvements on the parcel;

D. O'Keeffe

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

(k) in this schedule "Australian Capital Territory Executive" means the Executive established by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (C'th).

5. The Proprietors – Units Plan No: 1725 acknowledges that the building or buildings erected on the parcel of land defined as Block 6 Section 89 Division of NICHOLLS on Deposited Plan Number 9021 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall contain not less than thirty (30) nor more than forty (40) residential units in total.

DATED the Twenty fourth day of February 199.9

STEVE WALLACE
Delegate of the Minister

Applicant: AVENTINO PTY LIMITED A.C.N. 053 778 292

AVENTINO PTY LIMITED Common Seal A.C.N. 053 778 292

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

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

PHONE: 62071923

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	1	Block	6	Section	89	Suburb	NICHOLLS

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: 52651 Dated: 23-FEB-99

4. Has an application for Subdivision been received under the Unit Titles Act? (see report)

5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? (see report)

6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? (see report)

7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? (see report)

8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) (see report)

9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? (see report)

10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? (see report)

Applicant's Name : InfoTrack, InfoTrack
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 31781: Day sale of 1/27 Temper - 1889479

Date: 16-MAR-26 13:22:26

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

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

INFORMATION ABOUT THE PROPERTY

NICHOLLS Section 89/Block 6/Unit 1 **Building Class: B**

Area(m2): 14,500.5
Unimproved Value: $6,550,000 **Year:** 2025
Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA980121 **Lodged** 16-JAN-98 **Type** Multi-residential

-- Application Details ----------

Description
MULTI UNIT RESIDENTIAL DEVELOPMENT INCORPORATING 17 SINGLE STOREY AND 17 TWO STOREY UNITS.

-- Site Details ----------

District	Division	Section	Block(s)	Unit
Gungahlin	Nicholls	89	6-6	

-- Involved Parties ----------

Role	Name
Applicant	Aventino Pty Ltd
Lessee	Aventino Pty Ltd
Contact	Hunt
Objector	Thermalair Services P/L

-- Activities ----------

Activity Name	Status
Da - With Dap.(Public Notif)	Approval Conditional

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

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

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

da

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at https://www.legislation.act.gov.au/ni/2023-540/

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.
Cats born before 1 July 2022 do not have to be contained unless the live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

---- END OF REPORT ----

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 1725

Unit No: 1 Lot No: 1

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:	**30**
Total Building Entitlements:	**1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is:	**LMM Solutions Pty Ltd** **Level 1, 26 Thynne Street** **BRUCE ACT 2617**
Contact Phone Number:	**02 5110 3200**

Corporation's records can be inspected at

Address:	**LMM Solutions Pty Ltd** **Level 1, 26 Thynne Street** **BRUCE ACT 2617**
Contact Phone Number:	**02 5110 3200**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	**Mr Joseph Edward Nancarrow**	6/27 Temperley Street NICHOLLS ACT 2913
Secretary	**Mrs Lynda Carol Stanton**	14/27 Temperley Street NICHOLLS ACT 2913
Treasurer	**Peter Gerald Hade**	8/27 Temperley Street NICHOLLS ACT 2913
Committee	**Alessandro Sciacca**	10 McKinnon Street NICHOLLS ACT 2913
	Mrs Faye Maddocks Duncan	3/27 Temperley Street NICHOLLS ACT 2913

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **$3,378.32**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	844.58	15/08/25	04/08/25	0.00	15/08/25
01/10/25 to 31/12/25	844.58	01/11/25	21/10/25	0.00	01/11/25
01/01/26 to 31/03/26	844.58	01/01/26	24/12/25	0.00	01/01/26
01/04/26 to 30/06/26	844.58	01/04/26		0.00	01/04/26

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1725 - Unit 1

Amount (if any) outstanding (credit shown with -) **$844.58**
Paid to **31/03/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Contributions payable to Sinking Fund:
Total amount last determined with respect of the unit **$1,345.68**
Number of instalments payable **4**
Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/07/25 to 30/09/25	336.42	15/08/25	04/08/25	0.00	15/08/25
01/10/25 to 31/12/25	336.42	01/11/25	21/10/25	0.00	01/11/25
01/01/26 to 31/03/26	336.42	01/01/26	24/12/25	0.00	01/01/26
01/04/26 to 30/06/26	336.42	01/04/26		0.00	01/04/26

Amount (if any) outstanding (credit shown with -) **$336.42**
Paid to **31/03/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By

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

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

Purpose	Fund	Amount	Due Date	Amount Due

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

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

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1725 - Unit 1

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING Longitude Insurance	LNG-STR-20183549	24,360,000.00	09/09/26	26/08/25	31,606.44
LOSS OF RENT Longitude Insurance	LNG-STR-20183549		09/09/26	26/08/25	
CATASTROPHE Longitude Insurance	LNG-STR-20183549		09/09/26	26/08/25	
PUBLIC LIABILITY Longitude Insurance	LNG-STR-20183549	10,000,000.00	09/09/26	26/08/25	31,606.44
FIDELITY GUARANTEE Longitude Insurance	LNG-STR-20183549	100,000.00	09/09/26	26/08/25	31,606.44
OFFICE BEARERS Longitude Insurance	LNG-STR-20183549	5,000,000.00	09/09/26	26/08/25	31,606.44
VOLUNTARY WORKERS Longitude Insurance	LNG-STR-20183549	Selected	09/09/26	26/08/25	31,606.44
GOVT AUDIT COSTS Longitude Insurance	LNG-STR-20183549	30,000.00	09/09/26	26/08/25	31,606.44
LEGAL EXPENSES Longitude Insurance	LNG-STR-20183549	50,000.00	09/09/26	26/08/25	31,606.44
WORKPLACE H&S Longitude Insurance	LNG-STR-20183549	150,000.00	09/09/26	26/08/25	31,606.44
MACHINERY BREAKDOWN Longitude Insurance	LNG-STR-20183549		09/09/26	26/08/25	
LOT OWNERS IMPROVE Longitude Insurance	LNG-STR-20183549		09/09/26	26/08/25	
WORKERS COMPENSATION Longitude Insurance	LNG-STR-20183549		09/09/26	26/08/25	
COMMON AREA CONTENTS Longitude Insurance	LNG-STR-20183549	243,600.00	09/09/26	26/08/25	31,606.44

Fund Balances

Balances as at: 16 March 2026

Administrative Fund	16,929.37
Sinking Fund	295,477.02

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1725 - Unit 1

Developer Control Period

Developer Control Period Expiry Date:

Borrowed Money

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

None

Sustainability Infrastructure

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

None

Crown Lease Extension Application

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

Not Applicable

Ongoing Development Approval

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

None

Unit Titles (Management) Act 2011

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 1725 - Unit 1

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

None

(ii) The name of the embedded network provider

Not Applicable

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

Dated at Canberra the **16 March 2026**

CONTRACTS REGISTER

Units Plan No. 1725

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
ACT Wheelie Clean												
	Waste Enclosure Cleaning		Monthly	01/01/17	Ongoing							
Brindabella Waste Company												
	Trashpack Collection		Monthly	01/01/17	Ongoing							
Focus Facilities Management												
			Monthly	17/06/25	Ongoing							
LMM Solutions												
			Monthly in Advance	01/07/25	12 Months							
O'Neill & Brown Fire Services												
	Fire Hydrants		Annual	18/10/24	Ongoing							

MINUTES OF THE
ANNUAL GENERAL MEETING 2025

OWNERS CORPORATION - 1725

Grevillea
27 Temperley Street
NICHOLLS ACT 2913

Held on :

Wednesday, 04 June 2025 06:00 PM

In person at
Trevino's at Gold Creek Country Club 50 Curran Dr, Nicholls ACT 2913

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Grevillea 1725

Held Wednesday, 04 June 2025 6:00 PM at
Trevino's at Gold Creek Country Club 50 Curran Dr, Nicholls ACT 2913

Present	**Mr A. Sciacca (Lot 16), Mr J. & Mrs H. Jones (Lot 10), Mr J. & Mrs J. Nancarrow (Lot 6), Mr K. Henderson (Lot 33), Mr P. Hade (Lot 8), Mr R. Gibb (Lot 26), Mr S. McInerney (Lot 31), Mrs B. Shaw (Lot 9), Mrs C. Stratos & Partner (Lot 17), Mrs D. Sciacca (Lot 16), Mrs F. Duncan (Lot 3), Mrs L. Castley (Lot 18), Ms B. Murphy (Lot 21)**
Civium Rep(s)	**Jessica Allen (Civium Strata), Mickayla Casey (Civium Strata)**
Proxies	**Mrs B. Shaw for Ms Carole Beacher (Lot 12), Mr R. Gibb for Mr W Stoodley (Lot 25), Mr K. Henderson for John Besnard & Morbyth Sautelle (Lot 32)**
Company Nominees	**None**
Apologies	**Mr P. Kitney (Lot 11), Ms K. Ward and Mr R. Lee (Lot 15)**
Voting Papers	**Mr S. & Mrs L. Stanton (Lot 14)**
Other Attendees	**None**
CFM	**None**
Chairperson	**Mr A. Sciacca**

Meeting Opened 6:30 PM

Reduced Quorum Meeting

MOTION	Motion for consideration
1	**Minutes (ORDINARY RESOLUTION)** ***It was resolved*** that the minutes of the previous Annual General Meeting of the Owners Corporation, held on June 21st 2024, be confirmed as a true and accurate account of the proceeding at that meeting. *NOTE: It was raised that the previous AGM Minutes did not include a request from B. Shaw that the next AGM be held in early May, as has been the case for multiple years.* **Motion Carried**
2	**Insurance Valuation (ORDINARY RESOLUTION)** ***It was resolved*** that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation. **Motion Defeated**
3	**Insurance Renewal (SPECIAL RESOLUTION)** ***It was resolved*** that the Owners Corporation: a) Confirm the Owners Corporation's current insurance cover as detailed in the attached policy within the agenda. b) Delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy. c) Authorise the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. These quotations are to be presented to the Executive Committee for consideration. In the event that no advice or decision is provided by the Executive Committee, the Managing Agent is authorised to proceed with the recommendation provided by the insurance broker and, if necessary, arrange for premium funding of the policy. **Current Policy Details:** **Insurer:** Longitude Insurance Pty Ltd **Building Sum Insured (BSI):** $22,110,638.00 **Policy Expiry:** 09/09/2025 **Basic Excess:** $2,000 **Special Excesses:** Earthquake - $2,000 Legal Defence Expenses - $1,000 + 10% contribution Flood (each and every Claim) - $2,000 Storm, Tempest & Rainwater (each and every Claim) - $5,000 Water Damage / Burst Pipes* (each and every Claim) - $5,000 * Water Damage / Burst Pipes - Damage caused by bursting, leaking, discharging or overflowing of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids ***NOTE:*** *Concerns were raised regarding the excess increase from $2,000 to $5,000. The Executive Committee advised that, at the time of renewal, they weighed the option of retaining a $2,000 excess, which would have resulted in an approximate $11,000 increase in the premium, against increasing the excess to $5,000, which allowed for a standard premium increase. Ultimately, the latter option was deemed more suitable. Further, it was discussed that the Owner's Corporation pays the property excess per common event, and it's up to individuals to report damages.* **Motion Carried**

4	**Insurance Claims (ACKNOWLEDGEMENT)** ***It was resolved*** that the Owners Corporation consider any open or new Insurance Claims. ***PRC40890:*** *Storm Damage to multiple lots (3,5,12 & 21) submitted as a single claim. Agreements have been signed for John Lyngs Group to proceed with rectification works.* **Motion Acknowledged**
5	**Financial Statements and Accounting Records (ORDINARY RESOLUTION)** ***It was resolved*** that the financial statement of accounts for the financial year ending 30/04/2025 be adopted. **Motion Carried**
6	**Appointment of Auditor (ORDINARY RESOLUTION)** ***It was resolved*** that the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained. *NOTE: It was agreed to proceed with an audit for the financial year from 1st of May 2023 to 30th of April 2024* **Motion Carried**
7	**Maintenance Plan (ORDINARY RESOLUTION)** ***It was resolved*** that the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets. *NOTE: It was raised that there is some confusion between the purpose of a Maintenance Plan and a Sinking Fund Forecast Report. The Executive Committee to review the explanatory notes for this motion.* **Motion Carried**
8	**Maintenance Issues (ORDINARY RESOLUTION)** ***It was resolved*** that the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal. **Motion Carried**
9	**Fencing (SPECIAL RESOLUTION)** ***It was resolved*** that the Owners Corporation of Units Plan 1725 resolves, by Special Resolution, to amend its maintenance obligations concerning fencing. The Owners Corporation hereby assumes full responsibility for the maintenance, repair, and replacement of all fences that form the boundary between lot property and common property, superseding the previous arrangement of shared responsibility. *NOTE: A units plan with highlighted fences for ease of reference is now attached to the development's rules. The Executive Committee advised that they will review the budgets to ensure the appropriate provision is made.* **Motion Carried**

10	**Fire Safety Review (ORDINARY RESOLUTION)** ***It was resolved*** that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements. *NOTE: A fire safety review is not applicable to UP1725.* **Motion Carried**
11	**Consideration of Physical Building Defects (ORDINARY RESOLUTION)** ***It was resolved*** that the Owners Corporation considers any Common Property physical building structural defects. **Motion Carried**
12	**Review of Sinking Fund Plan (ORDINARY RESOLUTION)** ***It was resolved*** that the Owners Corporation obtain an updated 15-year Sinking Fund Plan. *NOTE: The last Sinking Fund Plan was reviewed in May 2020, and the cost to have a new report provided by QIA Group will be approximately $471. The Executive Committee advised that they will review the budgets to ensure the appropriate provision for fencing is made.* **Motion Carried**
13	**Budget (ORDINARY RESOLUTION)** 1. ***It was resolved*** that contributions be determined: a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of: **Total Expenditure** $112,610.00 **Total Administrative Fund Income** $112,610.00 b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: **Total Expenditure** $8,360.00 **Total Sinking Fund Income** $44,856.00 c. ***It was resolved*** that the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be **1st instalment** 01/08/2025 **2nd instalment** 01/11/2025 **3rd instalment** 01/01/2026 **4th instalment** 01/04/2026 d. ***It was resolved*** that in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held. **Motion Carried**

14	**Motion to change Strata Managers (SPECIAL RESOLUTION)** ***It was resolved*** that the Owners Corporation enter into the following arrangements: a. That LMM Solutions Pty Ltd ATF The LMM Solutions Trust be appointed as Manager, for a period of one (1) year; b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation; d. The delegation is subject to the conditions and limitations set out in the Agreement; e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and f. Empower two members of the Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Management Agreement with LMM Solutions Pty Ltd. *NOTE:In July 2022 a three-year contract was executed by the Grevillea Executive Committee, re-engaging Independent Strata Management services. However, in May 2023 Independent Property Group's strata arm was acquired by Civium.* *The Grevillea Executive Committee has noted a significant and continued decline in the responsiveness and level of service provided by Civium as our unintended Strata Manager. With the current contract now with Civium ending in June 2025, the Owners Corporation agreed to terminate Civium and engage a new Strata Management Provider.* **Motion Carried**
15	**Election of Executive Committee (ORDINARY RESOLUTION)** ***It was resolved*** that the Owners Corporation appoint the following owners to form the Executive Committee. *Ms F. Duncan (lot 3), Mr J. Nancarrow (lot 6), Mr P. Hade (lot 8), Ms L. Stanton (lot 14) & Mr A. Sciacca (lot 16).* ***It was resolved*** that the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation. **Motion Carried**

	General Business
	(EC) ITEM: Visitor painted signage on Visitor Parking Spaces It was agreed to obtain quotes to re-stencil the "Visitors" signage in the visitors' parking spaces as it has faded.
	(EC) ITEM: Roaming Cats A cat has been spotted roaming in Grevillea at night for a while now. Residents are reminded of the House Rules – Pets – 15 (c.)
	Gardening Responsibility The Owner's Corporation has confirmed they will maintain responsibility for the maintenance of gardens outside units, regardless of the lot boundary. However, any damage caused to the lot by the vegetation is considered the unit's responsibility, and owners do not need to gain approval to remove trees other than the crab apples that have been planted by the BC. However, it would be appreciated if the intent to remove any other trees was first advised to the EC.

	Communication with the EC It was agreed that the Executive Committee would look into more effective ways to directly communicate with residents.

There being no further business the chairperson declared the meeting closed at 07:43 pm
Dated: 4 June 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 1725

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **04/06/2025**

A3 Reduced quorum decisions

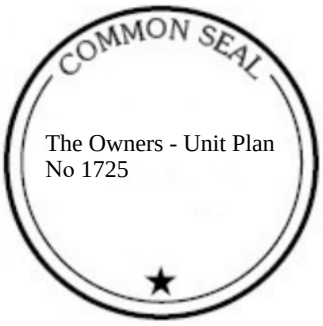
[If there is insufficient space here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decision
04/06/2025	As attached

A4 Owners corporation declaration

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

DATE: 17/06/2025
[Affix owners corporation seal in accordance with the corporation articles]



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decision***s (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Civium Strata
Approved Budget for Unit Title 1725

GREVILLEA, 27 Temperley Street NICHOLLS

Prepared by Civium Strata (ABN 39 121 276 300)
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Administrative Fund	Approved Budget (01/07/2025-30/06/2026)	Current Actual (01/07/2024-30/06/2025)	Current Budget (01/07/2024-30/06/2025)
Income			
Insurance Claims Refund	$0.00	*$1,210.00*	*$0.00*
Interest on Overdues	$0.00	*$130.75*	*$0.00*
Levy Income	$112,610.00	*$93,500.40*	*$93,500.00*
Special Levy Income	$0.00	*$(33.32)*	*$0.00*
Total Admin Fund Income	**$112,610.00**	*$94,807.83*	*$93,500.00*
Expense			
Accountant - Professional Fees	$0.00	*$0.00*	*$150.00*
Administration Costs	$250.00	*$250.00*	*$0.00*
Arrears Recovery Costs	$0.00	*$(135.80)*	*$0.00*
Building Repairs & Maintenance	$0.00	*$200.86*	*$0.00*
Cleaning - Waste Area	$1,408.00	*$0.00*	*$0.00*
Cleaning Admin	$500.00	*$0.00*	*$500.00*
Electrical Repairs & Maintenance	$500.00	*$0.00*	*$500.00*
Electricity - Utility	$550.00	*$373.03*	*$500.00*
Gardens & Grounds	$19,470.00	*$15,566.37*	*$15,150.00*
Insurance Claims	$5,000.00	*$6,410.00*	*$0.00*
Insurance Premiums	$35,000.00	*$28,783.44*	*$35,000.00*
Insurance Valuation	$0.00	*$811.00*	*$0.00*
Joint Committee Expenses	$7,200.00	*$7,041.85*	*$7,000.00*
Legal expense	$0.00	*$165.00*	*$0.00*
Management Fee	$20,400.00	*$12,426.21*	*$12,200.00*
Plumbing & Drainage	$1,000.00	*$0.00*	*$1,000.00*
Tax Agent Fees - Income Tax	$132.00	*$132.00*	*$0.00*
Taxation Reporting (Civium)	$0.00	*$55.00*	*$0.00*
Waste collection	$2,700.00	*$4,753.00*	*$2,500.00*
Water - Utility	$18,500.00	*$16,375.74*	*$19,000.00*
Total Admin Fund Expense	**$112,610.00**	*$93,207.70*	*$93,500.00*
TOTAL ADMIN LEVY INCOME	**$112,610.00**	*$93,500.40*	*$93,500.00*
TOTAL ADMIN BUDGET	**$112,610.00**		*$93,500.00*

Sinking Fund

	Approved Budget (01/07/2025-30/06/2026)	Current Actual (01/07/2024-30/06/2025)	Current Budget (01/07/2024-30/06/2025)
Income			
Interest on Investment	$0.00	*$1,525.80*	*$0.00*
Interest on Overdues	$0.00	*$160.08*	*$0.00*
Levy Income	$44,856.00	*$44,633.00*	*$44,633.00*
Total Sinking Fund Income	**$44,856.00**	*$46,318.88*	*$44,633.00*
Expense			
Building Repairs & Maintenance	$2,154.00	*$0.00*	*$7,523.00*
Capital Works Budget	$1,970.00	*$0.00*	*$1,913.00*
Driveway Maintenance	$0.00	*$0.00*	*$930.00*
Income Tax Expense	$0.00	*$93.30*	*$0.00*
Landscaping Works	$690.00	*$0.00*	*$2,989.00*
Plumbing & Drainage Works	$3,546.00	*$0.00*	*$0.00*
Total Sinking Fund Expense	**$8,360.00**	*$93.30*	*$13,355.00*
TOTAL SINKING LEVY INCOME	**$44,856.00**	*$44,633.00*	*$44,633.00*
TOTAL SINKING BUDGET	**$44,856.00**		*$44,633.00*

Budget Summary (01/07/2025-30/06/2026)

	Approved	1st Instalment 01/08/2025	2nd Instalment 01/11/2025	3rd Instalment 01/01/2026	4th Instalment 01/04/2026	TOTAL (01/07/2025-30/06/2026)
Administrative Fund	$112,610.00	$28,152.56	$28,152.56	$28,152.56	$28,152.56	$112,610.24
Sinking Fund	$44,856.00	$11,213.96	$11,213.96	$11,213.96	$11,213.96	$44,855.84
Contribution Schedule Total	$157,466.00	$39,366.52	$39,366.52	$39,366.52	$39,366.52	$157,466.08
Amount to Collect	**$157,466.00**	**$39,366.52**	**$39,366.52**	**$39,366.52**	**$39,366.52**	**$157,466.08**

Levy Adjustment Summary (01/07/2025-30/06/2026)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Sinking	Total
01/08/2025	01/07/2025 - 30/09/2025	$28.15	$11.21	$39.37
01/11/2025	01/10/2025 - 31/12/2025	$28.15	$11.21	$39.37
01/01/2026	01/01/2026 - 31/03/2026	$28.15	$11.21	$39.37
01/04/2026	01/04/2026 - 30/06/2026	$28.15	$11.21	$39.37
Financial Year Total per Units of Entitlement		**$112.61**	**$44.86**	**$157.47**
Financial Year Aggregate		**$112,610.24**	**$44,855.84**	**$157,466.08**
Approved Budget Amount		**$112,610.00**	**$44,856.00**	**$157,466.00**
Next Year Pre Issue Aggregate		**$0.00**	**$0.00**	**$0.00**

Prepared by Civium Strata (ABN 39 121 276 300)
Locked Bag 8300 CANBERRA ACT 2601 Ph 1300 724 256 Fax

Owner Summary (01/07/2025-30/06/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/08/2025	2nd Instalment 01/11/2025	3rd Instalment 01/01/2026	4th Instalment 01/04/2026	TOTAL (01/07/2025-30/06/2026)
30	1, 17, 19					
	Admin	$844.58	$844.58	$844.58	$844.58	$3,378.32
	Sinking	$336.42	$336.42	$336.42	$336.42	$1,345.68
	Owner Total	**$1,181.00**	**$1,181.00**	**$1,181.00**	**$1,181.00**	**$4,724.00**
28	2, 14, 21, 22, 31, 32					
	Admin	$788.27	$788.27	$788.27	$788.27	$3,153.08
	Sinking	$313.99	$313.99	$313.99	$313.99	$1,255.96
	Owner Total	**$1,102.26**	**$1,102.26**	**$1,102.26**	**$1,102.26**	**$4,409.04**
29	3, 8, 9					
	Admin	$816.42	$816.42	$816.42	$816.42	$3,265.68
	Sinking	$325.21	$325.21	$325.21	$325.21	$1,300.84
	Owner Total	**$1,141.63**	**$1,141.63**	**$1,141.63**	**$1,141.63**	**$4,566.52**
26	4, 7, 24, 25					
	Admin	$731.97	$731.97	$731.97	$731.97	$2,927.88
	Sinking	$291.56	$291.56	$291.56	$291.56	$1,166.24
	Owner Total	**$1,023.53**	**$1,023.53**	**$1,023.53**	**$1,023.53**	**$4,094.12**
27	5, 6, 23, 33, 34					
	Admin	$760.12	$760.12	$760.12	$760.12	$3,040.48
	Sinking	$302.78	$302.78	$302.78	$302.78	$1,211.12
	Owner Total	**$1,062.90**	**$1,062.90**	**$1,062.90**	**$1,062.90**	**$4,251.60**
31	10, 11, 12, 13, 15, 16, 18, 20					
	Admin	$872.73	$872.73	$872.73	$872.73	$3,490.92
	Sinking	$347.63	$347.63	$347.63	$347.63	$1,390.52
	Owner Total	**$1,220.36**	**$1,220.36**	**$1,220.36**	**$1,220.36**	**$4,881.44**

Owner Summary (01/07/2025-30/06/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 01/08/2025	2nd Instalment 01/11/2025	3rd Instalment 01/01/2026	4th Instalment 01/04/2026	TOTAL (01/07/2025-30/06/2026)
35	26					
	Admin	$985.34	$985.34	$985.34	$985.34	$3,941.36
	Sinking	$392.49	$392.49	$392.49	$392.49	$1,569.96
	Owner Total	**$1,377.83**	**$1,377.83**	**$1,377.83**	**$1,377.83**	**$5,511.32**
34	27					
	Admin	$957.19	$957.19	$957.19	$957.19	$3,828.76
	Sinking	$381.28	$381.28	$381.28	$381.28	$1,525.12
	Owner Total	**$1,338.47**	**$1,338.47**	**$1,338.47**	**$1,338.47**	**$5,353.88**
33	28, 29, 30					
	Admin	$929.03	$929.03	$929.03	$929.03	$3,716.12
	Sinking	$370.06	$370.06	$370.06	$370.06	$1,480.24
	Owner Total	**$1,299.09**	**$1,299.09**	**$1,299.09**	**$1,299.09**	**$5,196.36**

Contribution Summary (01/07/2025-30/06/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 17, 19	Contribution Schedule	30	$3,378.32	$1,345.68	$0.00
	Owner Total		**$3,378.32**	**$1,345.68**	**$4,724.00**
2, 14, 21, 22, 31, 32	Contribution Schedule	28	$3,153.08	$1,255.96	$0.00
	Owner Total		**$3,153.08**	**$1,255.96**	**$4,409.04**
3, 8, 9	Contribution Schedule	29	$3,265.68	$1,300.84	$0.00
	Owner Total		**$3,265.68**	**$1,300.84**	**$4,566.52**
4, 7, 24, 25	Contribution Schedule	26	$2,927.88	$1,166.24	$0.00
	Owner Total		**$2,927.88**	**$1,166.24**	**$4,094.12**
5, 6, 23, 33, 34	Contribution Schedule	27	$3,040.48	$1,211.12	$0.00
	Owner Total		**$3,040.48**	**$1,211.12**	**$4,251.60**
10, 11, 12, 13, 15, 16, 18, 20	Contribution Schedule	31	$3,490.92	$1,390.52	$0.00
	Owner Total		**$3,490.92**	**$1,390.52**	**$4,881.44**
26	Contribution Schedule	35	$3,941.36	$1,569.96	$0.00
	Owner Total		**$3,941.36**	**$1,569.96**	**$5,511.32**
27	Contribution Schedule	34	$3,828.76	$1,525.12	$0.00
	Owner Total		**$3,828.76**	**$1,525.12**	**$5,353.88**
28, 29, 30	Contribution Schedule	33	$3,716.12	$1,480.24	$0.00
	Owner Total		**$3,716.12**	**$1,480.24**	**$5,196.36**
	Overall Total		**$112,610.24**	**$44,855.84**	**$157,466.08**

Schedule	UOE
Contribution Schedule	1000

MINUTES OF THE
ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 1725

Grevillea
27 Temperley Street
NICHOLLS ACT 2913

Held on :

Friday, 21 June 2024 06:00 PM

Held at :

Trevino's at Gold Creek Country Club

50 Curran Dr, Nicholls ACT 2913

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Grevillea 1725

Held Friday, 21 June 2024 6:00 PM at
Trevino's at Gold Creek Country Club

50 Curran Dr, Nicholls ACT 2913

Present	**A. Sciacca & D. Sciacca (Lot 16), B. Murphy (Lot 21), B. Shaw (Lot 9), C. Beacher (Lot 12), F. Duncan (Lot 3), J. Jones & H. Jones (Lot 10), J. Nancarrow & J. Nancarrow (Lot 6), K. Henderson (Lot 33), P. Stratos & C. Stratos (Lot 17), R. Gibb (Lot 26), R. Lee (Lot 15), S. Stanton & L. Stanton (Lot 14)**
Civium Rep(s)	**J. Minichiello (Civium Strata)**
Proxies	**J. Jones for Mr Paul Kitney (Lot 11), K. Henderson for John Besnard & Morbyth Sautelle (Lot 32)**
Company Nominees	**None**
Apologies	**P. Kitney (Lot 11), J. Besnard & M. Sautelle (Lot 32), L. Dawes & L. Dawes (Lot 34)**
Voting Papers	**None**
Other Attendees	**None**
CFM	**None**
Chairperson	
Meeting Opened	6:30 PM

Reduced Quorum Meeting

MOTION	Motion for consideration
1	**Minutes (ORDINARY RESOLUTION)** **It was RESOLVED** that the minutes of the previous General Meeting of the Owners Corporation, held on the 10th of August 2023, be confirmed as a true and accurate account of the proceeding at that meeting. *NOTES: The following item from the previous minutes was observed to have not been acted upon and needs attention.* *a) CHUB Library – Mr K. Henderson noted the difficulty in using/researching the files/documents in the CHUB Library because of poor document naming and a general lack of noting the date of origin in the Library's List of Contents. Mr Henderson offered to provide the Strata Manager with a list of the contents that has more accurate titles of the documents and a date of origin for each document. That list could then be used by Civium IT staff to amend the Library catalogue list.* ***ACTION:** The Strata Manager has informed the owners present that this task will be completed by the 20th of August 2024.* **Motion Carried**
2	**Insurance Valuation (ORDINARY RESOLUTION)** **It was RESOLVED** that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation. *NOTE: The latest Insurance Valuation was provided in 28/05/2021. The cost to have a new report provided by QIA Group will be approximately $772 excl GST. The ACT Government recommends that valuations be undertaken every 3-5 years. it was requested that the new valuation is obtained before the current insurance policy expiration in September 2024.* **Motion Carried**
3	**Insurance Renewal (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and **It was RESOLVED** that the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. Owners noted that significant increases in insurance quotations may be received. Current Policy: Insurer: **Longitude Insurance** Building Sum Insured (BSI): **$21,057,750.00** Excess: Basic Excess – **all claims $2,000** Special Excess - Water Damage/Burst Pipes **- $5,000 - Damage caused by bursting, leaking, discharging or overflowing of any mains, pipes, gutters,** **drains, tanks or fixed apparatus used to hold or carry water or other liquids** Flood **- $2,000** Policy Expiry: **09/09/2024** **Motion Carried**

4	**Insurance Claims (ACKNOWLEDGEMENT)** **It was RESOLVED** that the Owners Corporation consider any open or new Insurance Claims. *NOTE: There are no current open claims.* **Motion Acknowledged**
5	**Financial Statements and Accounting Records (ORDINARY RESOLUTION)** **It was RESOLVED** that the financial statement of accounts for the financial year ending 30th of April 2024 be adopted. **Motion Carried**
6	**Appointment of Auditor (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation resolve to appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained. NOTE: Although an audit report is not required for UP1725 due to the complex's size and budget, the merger from ISM to Civium has resulted in two sets of financials being presented. Owners at the meeting have agreed to proceed with an audit for the financial year from 1st of May 2023 to 30th of April 2024. The last audit of the financial accounts was conducted in 2019. The cost estimate for the audit report provided by Kelly + Partners Chartered Accountants is approximately $1,078 excluding GST. **Motion Carried**
7	**Maintenance Issues (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal. *NOTE: The below items were raised at the meeting.* • ***PARKING ON GRASSED AREAS OF COMMON PROPERTY*** Concerns regarding parking on grassed areas and the resulting damage have been raised. The incoming EC will investigate and provide further details. • ***WALL REPAIRS BEHIND UNIT 11*** It was reported that repairs to the damaged wall behind Unit 11 are currently underway. More updates will be provided by the incoming EC in future meetings, **Motion Carried**
8	**Fire Safety Review (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements. NOTE: A fire safety review is not applicable to UP1725. **Motion Carried**

9	**Consideration of Physical Building Defects (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation considers any Common Property physical building structural defects. NOTE: There are no open or outstanding building defects for UP 1725. **Motion Carried**
10	**Maintenance Plan (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets. *Note: The cost to have a new report provided by QIA Group will be approximately $340 excl GST.* **Motion Carried**
11	**Sinking Fund Plan (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation resolves to amend the provision of $6562 in the 2024 sinking fund plan from the purpose of “Provision to replace mailboxes” to “Provision for the maintenance of common or shared property concrete fences and retaining walls. *NOTE: The cost to update the Sinking Fund Plan by QIA Group will be approximately $448 excl GST.* *The common letterboxes are currently in a good state of repair, having been refreshed during the last major painting project. However, a number of concrete fences and walls require maintenance work in 2024-2025.* *Additionally responsibility for repairs to the letter boxes is divided as follows:* *Repairing the entire bank of letterboxes at the entrance to the development falls under the responsibility of the Body Corporate (Strata). If a lock is broken or damaged in one letterbox, it is the owner's responsibility to repair or replace it. Similarly, if a key is lost, the owner is responsible for its replacement. In the case of vandalism to an individual letterbox within the bank, the owner is also responsible for repairs.* **Motion Carried**

12	**Budget (ORDINARY RESOLUTION)** 1. **It was RESOLVED** that contributions be determined: a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of: **Total Expenditure** $93,500.00 **Total Administrative Fund Income** $93,500.00 *NOTE - The Executive Committee noted that two of the three insurance quotations received in 2023 were over $32,000 for an insured sum of $21,057,750. The current insurance provider's (Longitude / Chubb) premium was $23,916.32 and may increase for 2024-2025.* *NOTE - In 2023 the Insurance Broker (Honan) noted significant increases quotations due to indexation, market costs and a limited number of insurers willing to cover a strata plan with a large number of insurance claims - with premium increases of up to 40% being observed.* b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: **Total Expenditure** $13,355.00 **Total Sinking Fund Income** $44,633.00 c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be **1st instalment** - 01/08/2024 **2nd instalment** - 01/11/2024 **3rd instalment** - 01/01/2025 **4th instalment** - 01/04/2025 *d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.* **Motion Carried**
13	**Election of Executive Committee (ORDINARY RESOLUTION)** **It was RESOLVED** that the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee. *NOTE: The below members of the Owners Corporation will form the committee comprising the below.* • *(Lot 3) F. Duncan, (Lot 6) J. Nancarrow, (Lot 14) L. Stanton, (Lot 15) R. Lee, (Lot 16) A. Sciacca* **It was RESOLVED** that the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation. **Motion Carried**

	General Business The following items have been noted as part of the minutes of this meeting. • General Reminder that owners are responsible for the maintenance of their properties, including exterior walls, gutters and roofs. *NOTE: Insurance claims that can be attributed to lack of maintenance are likely to be denied by the insurer.* • That owners review the Units Plan and familiarise themselves with the owner, shared and common property boundaries. • That owners review the House Rules, with particular focus on "Cars and Parking". • That owners note and consider the inspection report and quotations from Affordable Luxury Living and Concrete Makeovers that cite potential maintenance works for owner, shared and common property paths and driveways. *NOTE: Both documents are available in the document Library in the Civium portal for Grevillea.* **Motion Carried**

There being no further business the chairperson declared the meeting closed at 07:22 pm
Dated: 21 June 2024
Issued by Civium Property Group for and on behalf of the Owners Corporation.

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 1725

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **21/06/2024**

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
21/06/2024	As attached

A4 Owners corporation declaration

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

DATE: 22/04/2025
[Affix owners corporation seal in accordance with the corporation articles]



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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decision***s (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Strata Management
For the client experience you deserve!

PO Box 884
Gungahlin ACT 2912

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

18 November 2025

To all Owners
UP1725 – Grevillea
27 Temperley Street
NICHOLLS ACT 2913

Dear Owner

UP1725 - GREVILLEA
Minutes of General Meeting 2025

Further to the recent 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

Matt Roche
Strata Manager

LMM Solutions Pty Ltd

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

MINUTES OF GENERAL MEETING 2025

UNITS PLAN 1725 - GREVILLEA
27 TEMPERLEY STREET, NICHOLLS

Held: Thursday, 6 November 2025 at 5.30pm.

Location: LMM Solutions Office – Level 1, 26 Thynne Street, Bruce.

Present: Mrs F Duncan (Unit 3), Mr J Nancarrow (Unit 6), Mr P Hade (Unit 8), Mrs B Shaw (Unit 9), Mrs H Jones (Unit 10), Mr J & Mrs P Johnstone (Unit 13), Mrs L Stanton (Unit 14), Mr A Sciacca (Unit 16), and Mr K Henderson (Unit 33). Mr M Roche representing LMM Solutions Pty Ltd.

Proxies: Ms C Beacher (Unit 12) – held by Mrs B Shaw.

Absentees: Mrs B Murphy (Unit 21).

Apologies: Mr S Stanton (Unit 14) and Mr J & Mrs M Sautelle (Unit 32).

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

Quorum: As a standard quorum was not present, the decisions taken at the Meeting were Reduced Quorum decisions in accordance with Schedule 3.9, Part 3.1, s.3.11 of the Unit Titles (Management) Act 2011.

OVERVIEW OF REQUIRED AGENDA ITEMS

MOTION 1: It was resolved that the Owners Corporation of UP1725 confirm that they have reviewed each of the tabled items (as per Notice). **CARRIED**

RULES JCC MEMORANDUM OF UNDERSTANDING – Special Resolution

MOTION 2: It was resolved that the Owners Corporation of UP1725 approve the inclusion of the Memorandum of Understanding, as approved by JCC representatives, be inserted in the Rules, and registered with Land Titles Office.

CARRIED

Secretarial note – Mr K. Henderson delivered a statement, which is included as Attachment B in these Minutes. Owners present expressed their appreciation to Mr Henderson for his previous contributions to the JCC, and extended their thanks to current JCC members for their ongoing voluntary service.

In reviewing the information presented, the owners acknowledged that while the MOU is not a legally binding document, it incorporates the original Deed and, through registration with Land Titles as a part of this Owners Corporations Rules, offers a legal pathway for resolving potential disputes.

RULE AMENDMENTS AND ADDITIONS - Special Resolutions

MOTION 3: It was resolved that Rule 1.4 of the Default Rules be amended. **CARRIED**

MOTION 4: It was resolved that Owners Corporation make an Alternative Rule 2.0 relating to the execution of documents. **CARRIED**

MOTION 5: It was resolved that the Owners Corporation make an Alternative Rule 3.0 relating to the recovery of legal fees. **CARRIED**

MOTION 6: It was resolved that the Owners Corporation of UP1725 amend the Default Rules of the Unit Titles (Management) Regulation 2011 for adoption and registration with the Land Tiles Office and for the cost of registration be paid from the Administrative Fund. **CARRIED**

ALTERNATIVE RULES - Special Resolution

MOTION 7: It was resolved that the Owners Corporation of UP1725 adopt the modifications made to the Default Rules and approve the proposed Alternative Rules for registration with the Land Titles Office. **CARRIED**

Secretarial note – It was discussed that future consideration may be given to certain aspects of the Alternative Rules to enhance clarity and provide guidance for both current and future owners.

- *Rule 8: It was suggested that the Rule be clarified to explicitly include pets belonging to visitors to the Development.*
- *Appearance: Consideration was given to including wording that addresses the appropriate use of balconies, particularly in relation to the hanging of clothes or household items.*
- *Garbage and Recycling: It was proposed that operational instructions for the waste hoppers be incorporated to assist residents in their proper use.*

GENERAL BUSINESS

Runoff from Neighbouring Development

The Owners of Unit 3 have reported recent runoff originating from the neighbouring development, The Ridge. This appears to coincide with possible private irrigation activity from the adjacent unit.

The Owner will provide the Manager with additional details and images, enabling a friendly communication to be sent to the neighbouring development to raise awareness of the issue.

Visiting Pets

Owners present raised ongoing concerns regarding dogs being frequently allowed to roam the development without a leash. Particular concern was noted in relation to a dog owned by a regular visitor to a specific unit, which has led to instances of disturbance to residents and soiling of both private and common property areas.

The Manager will issue a courteous reminder to the unit associated with the visitor. If the issue continues, it will be referred to the Executive Committee for direction to pursue next steps.

Visitor Parking

Owners present raised concerns regarding the improper use of visitor parking spaces.

The Manager will issue a friendly reminder to all residents that visitor parking is intended solely for short-term use by guests. Residents are reminded to utilise their allocated garage or private driveway to ensure fair access to the limited visitor spaces.

Should parking requirements exceed a unit's entitlement, it remains the owner's responsibility to arrange alternative parking, not on common property.

Owners acknowledged that extenuating circumstances may arise, in which case a courtesy email should be sent to the Manager so that all residents can be appropriately informed.

With no further business, the meeting closed at 6.39 pm.

Unit Titles (Management) Act 2011- Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions†

A1 - The Owners Units Plan No: 1725

A2 - General Meeting

Date (or dates) of the general meeting at which the reduced quorum decision or decisions were made on: Thursday 6 November 2025

Tick the applicable box, or both boxes if applicable:

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

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

A3 - Reduced quorum decisions

If there is insufficient space here, tick ☑ *and attach details to the notice*

[Full text of reduced quorum decision is noted on the Minutes attached.]

Date of decision: Thursday 6 November 2025

A4 - Owners corporation declaration

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

Seal affixed: Friday 7 November 2025

Signed: Matthew Roche

Title: Strata Manager



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s.146
Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

NOTICE OF REDUCED QUORUM DECISIONS
Part B - General information

B1 - What is a reduced quorum decision?

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Reduced quorum decisions—adjournment following quorum trouble

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- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 - How may reduced quorum decisions be disallowed?

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- state the resolution or resolutions to which it applies; and
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- be given to the owners corporation before the decision's date of effect (see B2 above).

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- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
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- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

PROPOSED MEMORANDUM OF UNDERSTANDING

Motion 2 of Grevillea GM 6Nov25

1. For those who may not be aware, I am one of two individuals who, three years ago, were tasked by the JCC to develop some up-to-date guidance on the operation of the JCC. We carried out this responsibility, and 18 months ago we produced a comprehensive document that was prepared in consultation with LMM's legal counsel, Chris Kerin who is recognised as an expert in Strata Issues in the ACT. The document was a "Deed Relating to the Joint Committee of The Gardens" and was presented to the JCC in February last year for implementation. However, significant disagreement within the JCC resulted in the production by the JCC of a Memorandum of Understanding (MOU) instead. The MOU is now the document we are being asked to accept at this meeting.

2. I intend to abstain from voting on this motion for the following reasons:

- The document we are being asked to agree to is an MOU, whereas I strongly believe that it should be a Deed; and
- Under a Deed there is no need for an attachment such as "Spirit of the MOU" – all provisions would be specified in the Deed itself as it is a legally binding contract. In particular, I object to the section of the "Spirit … " titled "Decisions and Determinations".

The following clarifies each of these points.

3. **Form of the document: MOU vs Deed**. An MOU is generally not legally enforceable – it is a non-binding document – whereas a Deed is a formal legally binding document that can be enforced in a court of law. It is a contract. That leads to the question regarding the MOU; How can disputes/disagreements be resolved? The two detailed elements of the Deed (sections 21 and 22) regarding resolving disputes and disagreements have been omitted from the MOU (as such provisions cannot be in an MOU). Any document describing the operation of an organisation must allow for ALL situations, especially when there is disagreement. The current MOU fails to meet this standard.

4. **The Decisions and Determinations section of the Spirit of the MOU** asserts that "decisions with regard to the four easements remains with Tristania and Sequoia as the legally registered entities for the easements." However, each of the Easements is already detailed in the contracts that every property owner in Grevillea signed upon purchase. These contracts provide for full and free access, as well as shared responsibility for maintenance of the easements. As part of a contract these provisions are already legally enforceable.

I believe these two reasons argue for the document describing the operation of the JCC being a Deed rather than an MOU with no requirement for an attachment describing the "spirit" of the document.

Kevin Henderson
Unit 33, Grevillea

1st November 2025

MINUTES – EXECUTIVE COMMITTEE MEETING

UP1725 – Grevillea, 27 Temperley Street, Nicholls

TIME:	**6:00pm**
DATE:	**Thursday, 12 February, 2026**
VENUE:	**Unit 8, 27 Temperley Street, Nicholls**

Acknowledgement of previous – All agreed

1. **ATTENDEES:** Joe Nancarrow, Alex Sciaca, Peter Hade, Faye Duncan
   ABSENTEES: Lynda Stanton

2. **ACCEPTANCE OF PREVIOUS MINUTES.** All EC members present agreed.

3. **REVIEW OF FINANCIAL MATTERS.**

   3.1 Budget: Peter provided a review of the planned, actual and estimated budget position for FY2025/26. Assuming all income (levies) and expenses track as estimated, Grevillea "may" have a minor (~$4,000) Administrative surplus at EOFY.

   3.2 Levies in arrears: As of 10 Feb 2025, there are four (4) units in arrears. The EC will discuss the matter with one unit owner with high outstanding balance, while the remaining three (3) will be referred to LMM to contact.

   3.3 Insurance premium budget FY2026-2027: The FY25/26 budget allocated $35,000 for insurance with the actual FY25/26 premium being $31,606.44.
   However, LMM have advised that the insurance premium could be expected to increase by 20% in FY26/27, which would be a total premium of approximately $38,000. The likely increase is due in part to the number of claims submitted by Grevillea in FY25/26. The EC will work with LMM on budget planning for FY26/27, with the aim of limiting levy increases wherever possible.

4. **SINKING FUND.**
   Capital maintenance items that we may need to address in this FY:
   - Unit 26's retaining wall/fence could be a liability.
     Noting that the Owner's Corporation has taken responsibility for all walls/fences bordering units and common property, EC to discuss with unit owner options to potentially repair or replace the affected retaining wall.

   - An inspection of common property retaining walls or similar for maintenance needs.
     The EC noted that due to estimated cost of having all common walls/fences professionally assessed, inspections would be prioritised on a potential hazard/risk basis.

5. **GREVILLEA MAINTENANCE PLAN.**
   LMM have provided a draft maintenance plan as developed by QIA.

The maintenance plan has been received and reviewed by the EC, who noted that there are no scheduled items for the current FY, but all items would be reviewed on an ongoing basis.
The plan has been uploaded to the LMM portal for owner review.

6. GARDENING REPORT.

Since my last report in Nov 25, not a lot has happened, what with the Christmas season, the very hot weather, and the separate sudden deaths of both parents of our gardener; Mathew Moore.

I began that last report by observing how great our gardens looked, particularly the roses, but the extreme heat soon put an end to that, with irrigation struggling to keep up with thirsty plants. Now I notice that many of the Silver Birches are loosing their leaves, and those remaining have turned yellow with the inability to continue their necessary photosynthesis. The only plants that have survived unscathed are the Aggies, whose beautiful blue flowers have come round again, notwithstanding!

There is some good news, in that the Chinese Elm between units 14 & 15 seems to have a second lease of life! I was told that it may have inadvertently been poisoned by the use of a poison on nearby Aggies, and Mathew suggested a diet of sugared water (!) might help. Lynda has since been assiduously plying it with the mix, and sure enough, many tufts of leaves have appeared. Perhaps when we eventually get a heavy rain, it will come good all over. We will wait and see…

As for the dead Silver Birch in the front of #34, I requested a quote from Eco Trees in an email of 3 Dec., but with no response. Evan is always slow, but now I will have to ring him, and compare his figure with what Mathew comes up with.

Similarly, I am waiting on Mathew to advise the irrigation progress on replacing solenoids for units 21 and 31. When he finally got access to 21's side gate to turn on its system - and thus that of the neighbouring car park surrounds also - he found the solenoid was defective. He also learned that the solenoid of the neighbour opposite in 31, had apparently been stolen!! He quoted a total of $844 for replacing both and on 6th Jan I wrote to confirm our acceptance. Unfortunately, with the sudden death of his mother, I have not yet learned what if anything transpired, but have recently emailed to request his follow up. In that mail I also reminded him of adjusting the irrigation between units 7 & 8, to improve irrigation of the resown grass patch.

Last Monday (2/2), I saw him briefly, and learned he was immersing himself in work, despite the funeral of his father that afternoon, so I was not inclined to question him. However I did ask him to look at the irrigation of units 2 & 3, as it too appeared not to be working.

As for my own storm water plumbing, Richard repaired this in January, and in the process, disconnected the rubbish room downpipe from the cracked pipe at its base, replacing it with an elbow joint for downflow to be taken away across our garden.

We are also in the process of getting a maintenance prune on our gum through Climb High arborists, with the approval of the Local Govt Tree Protection Unit: now waiting upon the arborist.

So this year, the main issue so far has been irrigation problems, and hopefully with the regular return to work of Mathew, these will be dealt with in due courses.

(Faye Duncan – Gardening Co-ordinator / Feb 2026)

Update :

- Solenoids (Units 21 & 31) - Focus (Grevillea gardener) has been approved to replace the solenoids at both units.
- Irrigation control – Focus (Grevillea gardener) has been approved to replace the irrigation controller for Units 3 & 4.
- Unit 3 – Will be undertaking a prune of the large gum in their yard in Q1. If there is any potential disruption (blocking roads etc) the unit owner will notify Grevillea owners via LMM.
- Unit 13 – The owner has requested the tree on common property be pruned as it is overhanging their unit and dropping debris onto their roof & gutters. The EC will refer the matter to Focus (Grevillea gardener) for inspection & quote.

7. JCC REPORT.

BUSINESS ARISING FROM PREVIOUS MINUTES.

Update on loose bricks near pond. Bricks loose again.
Action: LMM to continue to review progress update on brick rectification.
Rodney Gibb to sweep sand into the loose pavers at the roundabout and see if that improves it sufficiently.

Update on Assessment of Habitat Tree.
Action: LMM to get another assessment as the habitat tree seems to have deteriorated.

Update and Sign Off on Execution of MOU.
Action: Sequoia & Melaleuca reps to sign off over the next few days.

Update on Asphalt Driveway Work.
Action: LMM still following through on finding quotes for the work needed.

UPDATE ON MAINTENANCE OF POND AREA, THE ENTRANCE INCLUDING GARDEN REPORT.

The gardens are of course suffering under the intense heat of the summer with only 5mm of rain falling in January on top of the less-than average 47mm in December. There does not appear to me much on the horizon either. Luke Jamies (Johmanus Gardening) has advised that the irrigation system appears to be working okay but of course is struggling to keep adequate water up to the plants in the current heatwave.

I raised with him the height of the bushes in front of '*The Gardens'* sign at the entrance to the estate which can only be read once close to the sign itself. Luke advises that he had, with consultation, trimmed the roses in front of the bushes and agrees that approximately 20-30cms could be taken off the top of the bushes. I believe this has been raised before and it would be appropriate to give the go ahead for appropriate trimming to be done. Summer is not the time to be trimming, so we will wait until the cooler months.

Earlier this month a large branch fell off the tree, adjacent to Sequoia Unit 22, into the pond area. Fortunately, no injury to persons, or damage to property ensued. The fallen branch was removed this week at Sequoia's cost.

Daniel, who takes care of the pump in the pond advises that he has refitted the pump after it returned from being repaired, alas, it lasted only five minutes. He has removed it again and will return it to the dealer again (as it happens it didn't need to go to Perth). Daniel will keep us up to date with development.

Keith Hardy (Gardening Coordinator)
30 January 2026

Discussion re Gardening Contractor's Performance.

We have a copy of the 2018 contract with Beautiful Gardens, but we aren't aware that Johmanus Gardening has a contract or scope of works.
Action: Keith to look at contract for Beautiful Gardens and see if he can create a draft scope of works we can approve before we take it to Johmanus.

Action: Each EC to see if there were people who would volunteer to help spread mulch at the pond in Autumn. To be noted in each EC meeting, who was their volunteers for accountability.

Action: Keith to ask Daniel Wilson what are the options for putting a timer on the pond fountain and waterfall pump. Fountain pump is in for repair. The warranty runs out in June, so we are still covered.

OTHER MATTERS ARISING.

Pond Roundabout: Possibility of having the pond roundabout on the road "re-stencilled" as it is very faint and a clear roundabout would hopefully alert drivers to give way to the right.
Action: Ask LMM to organise some quotes for getting the pond roundabout re-stencilled. Quotes are in and awaiting one more quote. JCC feel it is better to get the bricks fixed first before any marking is done.

Floodlight near the gate to the pond. It needs the timer reset.
Action: Keith to speak to Daniel re the timer.

8. GENERAL.

7.1 House Rules.

In Quarter 1 of 2026, the current rules will be reviewed and distributed to all owners for discussion and potential changes for voting at the 2026 AGM.

7.2 Upcoming Grevillea Get-Together.

Before daylight saving ends, we will be holding a barbecue on Saturday 21 March at 5:30pm outside Unit 10. Everyone to bring own meat/food, chairs, drinks. Sean & Lynda can provide one Webber bbq, but will find out who else can bring one.

9. EC MEETING DATES for 2026:

- Thursday 12 March

- Thursday 14 May
- AGM – Thursday 21 May

Meeting closed: 7:42pm.

MINUTES – EXECUTIVE COMMITTEE MEETING

UP1725 – Grevillea, 27 Temperley Street, Nicholls

TIME:	**5:30pm**
DATE:	**Thursday, 2 December 2025**
VENUE:	**Unit 6, 27 Temperley Street, Nicholls**

1. **ATTENDEES:** Joseph Nancarrow, Faye Duncan, Peter Hade, Lynda Stanton
   ABSENTEES: Alex Sciacca

2. **GARDENING REPORT.**

The immediate impression of gardens at present is "just Great"!!
The roses Mathew had pruned back hard at the end of winter are looking glorious, and on the whole Grevillea looks a lot neater than it used to, with a lot of the ground spreaders like erigeron & convolvulus being cleared out along with the rose prunings.

Many of the more empty patches are looking a bit sad with weeds, suckers and self-seeded tree saplings now popping back up. Matt and I will do a walk round to identify the worst of these so the Focus garden team can get rid of them. This is often a hard job, especially when there's a sapling appearing in the middle of a rose bush or other shrub, but unfortunately unless they're fully pulled out by the root, or poisoned, it's very hard to do a permanent removal.

In 2026 I believe it will be time for us to get our gardens remulched, and I am discussing this also when Matt and I walk around. Mulch is important for keeping weeds at bay, for minimising irrigation water usage, and for slowly contributing to the nutrition of our garden plants as it breaks down.

I must congratulate the new owners in unit 13, who have done a remarkable makeover of the previous garden, both in style and in maintenance. It makes the "top end" look even more cheerful and inviting than before!

Unfortunately one of the trees up there (a Chinese Elm between units 14 & 15) is looking virtually dead, and the owners on either side are working out together with Mathew and me to decide what to replace it with.

We have another dead tree in the front of unit 34 at the T junction. It's been a particularly beautiful Silver Birch, and although it's tempting to leave it there for its trunk alone, the trunk does seem to be infected with large black sooty-looking cankers (lumps), and is best removed. Silver birch cankers are caused by fungal or bacterial pathogens that typically enter the tree through wounds, leading to localized areas of dead bark and inner tissue. Yes, they are infectious, and the pathogens can spread from tree to tree through wind, rain, insects, or unsterilized tools. Stressed trees are more vulnerable to infection. (AI)

I intend to get both Focus and Eco Trees to quote for the removal of both trees.

My personal disappointment is that the three Lorepetalums I had put in outside #7, next to the new grass, are not thriving. They're obviously not getting any irrigation water, and I am going to renew my efforts to get the existing system extended to cover them.

Unit 21 has a different type of irrigation issue in that the watering of the flower bed around its adjacent car park is provided via a dual tap system attached to the house on the same side. When Matt turned off the carpark irrigation for the winter, that simultaneously turned off the irrigation to their private side-of-house irrigation, over which the owner now has no control.

Best regards, and happy gardening!
Faye Duncan (Gardening co-ordinator

3. JCC REPORT.

Business Arising from Previous Minutes:

- **Update on loose bricks near pond**. Bricks loose again.
  Action: Ask LMM to organise another assessment with a view to some action.

- **Update on Removal of Dead Tree** - has been done.
  Action: Ask LMM to get another assessment as the habitat tree seems to have deteriorated.

- **Update on Maintenance of Pond Area, The Entrance including Gardening Report.**

  The spring season has brought a spurt of growth among the plants, not the least of which have been weeds. Luke Jamieson and his team have work hard in keeping the level of weed growth down and trimming plants and flowers in the public areas.

  One of the two dead trees was removed from the pond area; permission was not given to remove the other (the larger) tree). A lot of work was done in clearing a number of dead bushes particularly at the eastern end of the pond area. And it looks much more respectable now.

  Looking at the pond area last week, I have a couple of comments:

  Where the land slopes, particularly at the bottom end of the area the mulch gets blown and washed on to the gravel pathway. I think there is a case for installing wooden edging to contain the mulch and giving the pathways a much more attractive appearance.

  The mulch itself is looking pretty tired and could do with freshening up. There are a couple of solutions, including paying a contract team to do this, but given that the major cost would be labour a far more cost-efficient solution would be to have a 'working-bee' where the mulch is delivered and teams of residents spread it. No great skill is required; just will and effort.

  Up for consideration:

In the coming period, I will ask Luke to examine to effectiveness of the irrigation system to ensure water used is directed where it is needed and at the appropriate quantity.

As this is my first report, I will happily take any suggestions as to what the committee will be looking for from the gardening contractor and in respect the presentation of *The Gardens* generally.

Keith Hardy, Gardening Coordinator.

Action: Each EC to see if there were people who would volunteer to help spread mulch at the pond in Autumn. To be noted in each EC meeting, who was their volunteers for accountability.

Action: Keith to ask Daniel Wilson what are the options for putting a timer on the waterfall pump to save some wear and tear on the pump.

Other Matters Arising:

- **Selection of Chair for Year Ahead:** Tristania

- **Pond Roundabout:** Possibility of having the pond roundabout on the road "re-stencilled" as it is very faint and a clear roundabout would hopefully alert drivers to give way to the right.
  Action: Ask LMM to organise some quotes for getting the pond roundabout re-stencilled.

- **Execution of the MOU:**
  Action: LMM to please proceed with the execution processes and consequent registration.

4. GREVILLEA MAINTENANCE PLAN.

The EC agreed to have one developed by QIA so that it is accurate.
LMM have provided a draft maintenance plan as developed by QIA.
Action: EC to review and request any amendments as necessary.

5. SINKING FUND.

Capital maintenance items that we may need to address in this FY:

- Unit 26's retaining wall/fence could be a liability.
  Action: Ask LMM to organise an appropriate professional to come and inspect for cause and/or rectification. Faye Duncan to advise owner of this.
- An inspection of common property retaining walls or similar for maintenance needs.
  Action: Ask LMM to organise an appropriate professional to come and inspect all common property retaining walls.
- There's a provision for "Maintain Signage", so maybe even more signs in the rubbish room on how to dispose of rubbish.
  The EC noted that "Maintain Signage" is allocated for in the Sinking Fund, so the Administrative Fund would be more appropriate. However, the Administrative Fund budget requires careful management at present, so additional signage for the rubbish

room will be reviewed if capacity in the Administrative Fund can be identified at a later date.

6. GREVILLEA PLUMBING RETAINER.

The EC agreed to a plumbing inspection/maintenance for the common plumbing per year. LMM have advised that the plumbing service has been retained, has visited and will provide a report in due course. Now that the plumber (O'Neill & Brown Plumbing Services) has been retained, owners should be able to take advantage of the 10% discount for plumbing services.

7. REVIEW OF FINANCIAL MATTERS.

Peter spoke to the financial report emphasising the overall financial position and the current levies in arrears.

Action: Will carry out a mid-year review of finances and Peter to speak to LMM re the levies in arrears.

8. GENERAL.

8.1 Visitor's Carpark used for 5 days per fortnight – Unit 11.

The EC received a response from the owner. Extentuating circumstances described in the letter were noted and will continue to monitor the situation.

8.2 House Rules.

The EC will distribute a letter to all owners regarding the appropriate use of the rubbish room. In Quarter 1 of 2026, the current rules will be reviewed and distributed to all owners for discussion and potential changes for voting at the 2026 AGM.

9. SUGGESTED DATES for 2026:

- Thursday 12 February
- Thursday 12 March
- Thursday 14 May
- AGM – Thursday 21 May

Meeting Closed: 6:43pm

MINUTES – EXECUTIVE COMMITTEE MEETING

UP1725 – Grevillea, 27 Temperley Street, Nicholls

TIME:	**6:00pm**
DATE:	**Wednesday 3 September 2025**
VENUE:	**Unit 3, 27 Temperley Street, Nicholls**

1. **ATTENDEES.**
   Faye Duncan, Peter Hade, Alex Sciacca, Lynda Stanton (Minute Taker)
   Guest: Matthew Roche - LMM Solutions (Chair)
   ABSENT: Joe Nancarrow (sickness)

2. **REGISTERED RULES.**
   Before we register our Default/Alternate rules, LMM Solutions will be issuing us some "suggested" rules which may bring more clarity to the Alternate rules we already have. Anything in BLUE is merely a suggestion. We need to make sure we are in a position to not be challenged with our rules once they are approved at the EGM.

3. **FENCE OBLIGATIONS.**
   Because of the complexity of aerial imagery of our boundary lines, which are also unique to each unit, fences may need to be reviewed on a case by case basis.

4. **SINKING FUND FORECAST PLAN.**
   LMM recommend we get QIA to review Grevillea's Sinking Fund expenditure plan (QIA revision of an existing plan is much cheaper than a new plan – only $480) and then take it to our AGM. LMM will be working with us to work out which projects we wish to undertake and get quotes, so we can get an updated Sinking Fund.

5. **PAINTING DISCUSSION.**
   Reviewing long term expenditure within the Sinking Fund i.e. painting fund for example.

6. **BUDGET DISCUSSION.**
   Grevillea begins the financial year in May. Recommend aligning our payment periods with the financial year. LMM have reviewed our budget and identified areas which need to be addressed.

7. **GENERAL.**
   New JCC Member: Bridget Shaw resigned from our JCC recently and Grevillea needs another representative on the JCC besides Lynda Stanton. Our next JCC meeting will be in November. If you are interested in finding out what's involved (with no pressure), please get in touch with Lynda Stanton (lynda.s@lifeuc.com.au or 0419 610 652).

Meeting Closed: 7:48pm

MINUTES - EXECUTIVE COMMITTEE MEETING
Grevillea UP1725

DATE & VENUE: Thursday 7 August, 2025 - 6pm at Unit 8

MEETING CHAIR: Joe Nancarrow
MINUTE TAKER: Lynda Stanton

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1. **PRESENT:** Joe Nancarrow, Faye Duncan, Peter Hade, Lynda Stanton
   ABSENT: Alex Sciacca

2. **ACCEPTANCE OF PREVIOUS MINUTES:** Moved by Joe Nancarrow . Seconded by Peter Hade.

3. **CORRESPONDENCE RECEIVED:** Emails from LMM regarding the outstanding levies. Awaiting a Maintenance Plan from LMM.

4. **UPDATE ON ACTION ITEMS FROM PREVIOUS MINUTES:**

   4.1 **Update on the MOU (Memorandum of Understanding).**
   Action: Now the JCC has determined that the MOU can be incorporated with the updated House Rules/Alternate Rules, we await LMM's advice as to when an extra General Meeting can be held where a motion will be made to incorporate the MOU with the House Rules/Alternate Rules.

5. **UPDATE ON ARREARS MANAGEMENT:**
   The LMM Accounts team were able to work together with CCA to confirm the status of the 2 units (A &B) that had big outstanding levies. To avoid embarrassment to the unit owners, we don't give exact numbers.

   Unit A – Huge outstanding levies, inclusive of the most recent levy issued have been received into the OC account. The file has now been closed by CCA.

   Unit B – The overdue amount issued to debt collection has now been received into the OC account. The file has now been closed by CCA. Please note this is not inclusive of the most recent levy period due 15/08/25 and some accrued interest.
   As this levy period is not yet overdue, any required arrears process would be initiated following the due date.

   Unit C – We would be unclear of what stage this owner had reached as part of an arrears process with Civium prior. At this stage they are overdue for their previous levy, and of course have the upcoming due date of 15/08/25 for the current levy period. As part of our levy arrears process we have started fresh and reached out to the owner to confirm their account status. We will keep you updated if the amount remains outstanding and reaches the point to seek your direction for DC, which we of course hope to avoid.

6. **UPDATE ON GREVILLEA'S FINANCIAL STATE:** Peter will reach out to LMM to obtain the latest financial statements and understand any residual actions required of the Treasurer.

7. **UPDATE ON GREVILLEA'S GARDENS:**
   Mid winter is not exactly an active time in gardens!
   I'm sure you'll all agree that despite being bare, our gardens look very neat. The roses have been pruned back, allowing for some clearing of the debris that collects under and around them. The crab apples along the top section have been well pruned, and must be about to spring into life again - bringing so much joy to us all. The new lawn in front of units 7 & 8 is finally thriving and

looking like a lawn - my apologies to Mathew for ever doubting his talents!! And finally, almost all weeds and suckers have been eradicated; at least until they reappear in Spring!

Many thanks to our lovely gardeners, who are now taking well-earned holidays! (I heard that Joe's just been to Fiji with his family!)

Today (Aug 4), I did a Grevillea walk-through with Mathew for half an hour early this morning, when we checked out the level of maintenance unit by unit, and discussed the pros and cons of doing an early mulch. (The cons won!) Mathew explained that he was attempting to make our gardens neater by removing extraneous and self-seeded plants, especially the euphorbias, vibernums and ground covers, such as the erigeron daisies. The plan is to make the various plantings - like carpet roses, hebes and camellias - look better defined, especially in the RH turn towards the main section of Grevillea, where the gardens opposite and alongside the rubbish room are over-run with debris and self-seeded plants, and also the planting between units 6 & 7. Mathew had all three of his assistants working together with him in Grevillea whilst we walked around - all working hard.

Mathew has just sent me an **irrigation** survey of the upper end, together with a quote were he (Focus) to implement this work, which I will circulate to the ECM separately.

On top of that Mathew recommends we would need to get a plumber to quote for necessary extra taps; namely a total of 3 splitter taps, and 4 individual taps. He also offers to provide a breakdown of the details for materials as is, they are broken down per unit involved, as is labour.

Faye Duncan
Grevillea Garden Coordinator

Action: The EC will include in the upcoming EGM a motion to assess whether the Grevillea Owners wish for the Owners' Corporation to install and manage irrigation system for the front yards including both common and/or private property where the yard is not behind a fence or wall or other boundary.

8. UPDATE FROM JCC MEETING (5.8.25):

BUSINESS ARISING FROM PREVIOUS MINUTES.

Update on MOU (Memorandum of Understanding) formerly The Deed. Just waiting on all ECs to have their AGMs and have the motion passed to incorporate in their House Rules.

Update on loose bricks near pond. Phase 1 is completed, but waiting on engineer to come and do an inspection of the joining of the bitumen to the paving area for a complete solution.

Removal of dead tree (Tree 1) and affected tree (Tree 2) – New quote submitted by Focus Facilities Maintenance**.**

Tree 1 – Approval given to have dead tree removed, without stump grinding.

Tree 2 – As the affected tree is assessed as not being at risk at the present time, no action will be taken, but regular monitoring will be undertaken.

UPDATE ON MAINTENANCE OF POND AREA, THE ENTRANCE INCLUDING GARDEN REPORT.

JCC Garden Report – August, 2025

This is my last garden report for the JCC.
I have a folder of information to pass on and I will work with whoever takes over for the first few weeks, introduce you to Luke Jamieson and show you what areas of responsibility the JCC gardening includes.

As we are in the winter phase most plants are dormant so there has been a system of keeping the beds neat and tidy with weeding and some cutting back to keep the Entrance and Pond area looking respectable.
The watering system is turned off now but Luke will monitor the soil and if we get a very dry period will turn it on when he comes to attend to the gardens.

The new irrigation control box will be installed and set up in the Tristania as soon as Luke can get at least 2 consecutive dry days of weather for safety reasons. He was planning to do it this week but it is going to be wet again for most of the week so that might get delayed again! It will be up and running ready for spring.
Many thanks to Luke and his Johmanus Gardening and Maintenance crew for keeping up the excellent job they are doing.

I would ask Sequoia, when they get the dead tree removed in the pond area if they can get the arborists to be careful when their machines are working around.
The last time we had a dead tree removed the contractors machines damaged some of the irrigation pipes in the ground and a few sprinkler heads in the lawn area too, which caused flooding and run-off.
These had to be repaired by our JCC gardeners who were accused of overwatering until we found out the cause.

I wish the JCC members and the new Garden Co-ordinator all the very best for the future .
Regards to all.
Bridget Shaw. (Retiring garden co-ordinator)

OTHER MATTERS ARISING.
Possibility of shared watering costs for The Entrance gardens by all complexes instead of only by Tristania & Grevillea as, like the pond, the entrance gardens are admired by all and add to the value of everyone's property.

There is no separate meter for the watering of the Tristania side of the entrance and their complex, and the same applies to Grevillea. So there is no feasible way to work out the cost of watering the Entrance gardens alone.

DATES OF FUTURE 2025 MEETINGS (6PM).
- AGM – Tuesday 7 October
- Tuesday 11 November

9. OTHER GREVILLEA BUSINESS:

9.1 **Cracks in Roadway**: The cracks are between 15 & 16, and photos have been provided to LMM. If they provide any advice (eg, organise an inspection prior to the meeting), we can consider that then.
Action: The EC to follow up with LMM as to the status of the inspection.

9.2 **Appointment of Offical EC Positions:** We need to formally (& by law) appoint a Chair, Treasurer and Secretary. We can delegate most of the functions of the Treasurer and Secretary to LMM, but the EC does need (legally) to have members in those roles. The following are Joseph Nancarrow as Chair, Peter Hade as Treasurer, Lynda Stanton as Secretary.

9.3 **Review Progress in Steps carried over from AGM (4.6.25)**
- It was resolved that the Owners Corporation consider any open or new Insurance Claims.
  Action: Joe to contact LMM to request if any owners replied to recent communications regarding new or open insurance claims.
- It was resolved that the property of the Owners Corporation be quoted on for insurance purposes.
  Action: Peter will contact LMM to request that a quote be provided.
- It was resolved that the Owners Corporation:
  a) Confirm the Owners Corporation's current insurance cover as detailed in the attached policy within the agenda. Done.
  b) Delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy. Done.

c) Authorise the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. Will wait for handover to LMM Solutions.

- Review the Maintenance Plan for the continued maintenance of the common property and its assets. LMM have clarified that we need (legally) to have a Maintenance plan that is for regular tasks (rubbish collection, gardening etc) that's paid out of the Administrative fund, and that LMM are organising a template & examples that we can reference in developing a Maintenance plan for Grevillea.
  Action: Joe to request Maintence Plan Template from LMM.

- We will review the Sinking Fund plan for any potential capital/major works (like fixing the cracks in the road, common fences etc.
  Action: Joe to contact LMM to request QIA to prepare a new Sinking Fund Plan noting significant cost increases since the plan was drafted in 2020.

  Sinking Fund Action:
  "Visitors" signage in the visitors' parking spaces:
  It was agreed to obtain quotes to re-stencil the "Visitors" signage in the visitors' parking spaces as it has faded. LMM are waiting on photos to arrange quotes, and if they provide those before the EC meeting, we will consider.
  Peter to take photos and contact LMM to arrange re-stencilling of Visitors car park spaces.

  Tree Maintenance:
  Faye is monitoring the condition of several trees including Units 11, 13, 34. Assessment but no action is required at this stage.

  Entrance Root Barrier Inspections:
  Faye to discuss with Focus Facilities as to whether there is a need for root barriers within Grevillea.

  Ongoing Partial Replacement of Exterior Lighting:
  Joe to inspect the exterior lighting and assess whether there is any maintenance required. If gardening is required to ensure lighting is effective, Joe will speak to Faye.

  Capital Replacement – General:
  Faye to speak to Focus Facilities regarding piping/plumbing in and around the bin enclosure for potential maintenance.

- **Fencing:**
  It was resolved that the Owners Corporation of Units Plan 1725 resolves, by Special Resolution, to amend its maintenance obligations concerning fencing. The Executive Committee advised that they will review the budgets to ensure the appropriate provision is made.
  At the 2024 AGM it was determined (Item 11) that the "Provision to replace mailboxes" in the Sinking Fund Plan would be reallocated to "Provision for the maintenance of common or shared property fences & retaining walls."
  It was determined at the 2025 AGM that the Owners Corporation would take responsibility for the maintenance of all walls and fences bordering private and common property.

- The EC members will individually review the House Rules to assess if any changes required, in consultation with LMM Solutions. We need (legally) to this, noting that the Grevillea rules were last updated BEFORE the UTMA changed (and the default rules introduce).
  Action: On receipt of finalised draft House Rules, EC to work with LMM to organise an EGM for the Owners Corporation to consider and vote on the proposed rules.

10. SOCIAL FUNCTIONS: We will wait until the warmer weather as it is freezing at present.

11. PROPOSED DATES FOR 2025 MEETINGS:

- Thursday 13 November

Meeting closed at 7:42pm

MINUTES – EXECUTIVE COMMITTEE MEETING

UP1725 – Grevillea, 27 Temperley Street, Nicholls

TIME:	**6:00pm**
DATE:	**Thursday, 16 October 2025**
VENUE:	**Unit 8, 27 Temperley Street, Nicholls**

1. **ATTENDEES.**
   Faye Duncan, Peter Hade (Minute Taker), Alex Sciacca, Lynda Stanton
   ABSENTEE. None

2. **AMENDED DEFAULT/ALTERNATE RULES.**
   After contributions by the EC, all executive committee agreed to the amended rules which will be issued by LMM Solutions ahead of a special General Meeting.

3. **MAINTENANCE PLAN.**
   As we are required to have a Maintenance Plan, the EC agreed to take up LMM's suggestion to have one developed by QIA for $380. That way it's accurate.

4. **PLUMBING RETAINER.**
   The EC agreed to take up LMM's suggestion of a plumbing inspection/maintenance retainer by O'Neill & Brown (noting the offer of 10% discount for individual unit plumbing works) for the common plumbing at $400 per year. It also saves one of the EC managing it individually.

5. **GENERAL.**
   New JCC Member: Further to our minutes of 3 September, 2025 inviting interest in being the additional representative on the JCC besides Lynda Stanton (due to Bridget Shaw's resignation), Rodney Gibb has volunteered.

   Upcoming Dates:
   - Tuesday 2 December – next Grevillea EC Meeting
   - Monday 15 December – Grevillea Christmas Nibblies & Drinks (5:30pm)

Meeting Closed: 6:30pm

MINUTES - EXECUTIVE COMMITTEE MEETING
Grevillea UP1725

DATE & VENUE: Friday 3 May, 2024 - Unit 6 (6pm)

MEETING CHAIR: Alex Sciacca
MINUTE TAKER: Lynda Stanton

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1. **PRESENT:** Alex Sciacca, Richard Lee, Joe Nancarrow, Lynda Stanton.
   ABSENT: Faye Duncan

2. **ACCEPTANCE OF PREVIOUS MINUTES:** Moved by Joe Nancarrow, Seconded by Alex Sciacca .

3. **CORRESPONDENCE RECEIVED:** None.

4. **UPDATE ON ACTION ITEMS FROM PREVIOUS MINUTES:**

   Driveway Inspections: Quote received back from Civium with Affordable Luxury Living and given the high cost ($40,000), the Executive Committee need to work out which driveways are a priority due to possible long term maintenance issues or potential hazards.
   Joe Nancarrow also got another company, Concrete Makeovers to inspect and quote on the cost of driveway repairs. We are waiting on their quote.
   Action: Upon receipt of quotes, we will then take report to the AGM.

5. **UPDATE ON ARREARS MANAGEMENT:**
   Action: Alex to request an update from Civium after initial request.

6. **UPDATE ON GREVILLEA'S FINANCIAL STATE:**
   Action: Alex to ask Civium what is the difference between the current budget position and the forecast plan for the 10 year budget.

   The EC has received the proposed budget from Civium that has a number of questions regarding proposed increases to the Administration and Sinking budgets.

   The EC proposes we get the Grevillea Financial Statement audited, noting that the last audit was 2019.

7. **UPDATE ON GREVILLEA'S GARDENS:**

   <u>Tree Damage to Driveways:</u>
   In late Feb the EC requested Faye liaise with Mathew (Grevillea's head gardener) to survey likely root damage to driveways, both existing and probable.
   Detail from our ensuring report; 26/02/24:

   "*Of the 34 units inspected, 24 cases of cracking, or vertical movement were found, 11 of which were probably caused by roots. (Itemised cases provided.)*
   The remaining instances were more likely caused by poor original form work, by earth movement, or by heavy traffic, such as garbage trucks"

   <u>Reimbursement for my tree purchase:</u>
   On 21/2/24 Jedd organised reimbursement for Faye's purchase of a Floribunda Crab Apple from the Green Gold Nursery for $59.95 as a replacement for the diseased and felled Manchurian Pear tree outside Units numbers 10 & 11. This crab apple continues to look and grow well.

   <u>Dumping excess soil adjacent to Unit 8's driveway:</u>

On Mar 26, the new resident of unit #8 came to ask Faye if it was okay to temporarily dump about a cubic metre of soil from their backyard to the area under the lamp next to their driveway entry. It was approved by EC and done very quickly.

Overhanging limbs from The Ridge's trees:
In mid-April, attention was drawn to the large, intrusive Manchurian Pear Tree overhanging the back yard of Unit 24, with one branch even 'tapping' on the upstairs windows. There were concerns for the safety of anyone entering that yard, but also for the security of their adjoining fence, and another tree's branch partially overhanging Unit 25's yard.

Faye ran the situation past our Strata Manager, who gave her a better understanding of the legalities involved, and later read and approved her intended letter to Unit 24's owner, and passed on his email address.

Our Strata Management confirmed that where a problematic tree is growing in an adjoining property, it is the legal responsibility of *that* property's owner to manage it safely.
Action: Faye to write to The Ridge EC for respond how the tree will be maintained.

Next Tasks:
Faye has flagged to Mathew that we must soon get on with the rejuvenation of the empty area under the lamppost outside numbers 7 & 8, and also the areas on either side of the Rubbish Room.

Ongoing Maintenance:
Focus Facilities Maintenance has continued to attend to Grevillea's garden maintenance every Monday (other than public holidays) in their usual thorough and friendly manner, despite still on the lookout for an extra horticulturalist.

Faye Duncan
April 28, 2024

8. UPDATE FROM JCC MEETING (7.5.24):

BUSINESS ARISING FROM PREVIOUS MINUTES.

Update re the Deed.
It was recommended that we take the Deed to each of our own Executive Committees for their endorsement. Then bring it back to the JCC meeting for the final discussion and sign off.
Grevillea, Tristania & Sequoia are still deliberating.
Melaleuca's Review Document to be sent to JCC by Bob Lehman.

UPDATE ON MAINTENANCE OF POND AREA, THE ENTRANCE INCLUDING GARDEN REPORT.
JCC GARDEN REPORT - MAY 2024.
Since my last update of the gardens, Daniel Wilson has completed the mulching and fixing up sprinkler heads and leaking pipes that were damaged in the process. Things are working well now and our JCC gardener has turned off the water for winter.

As well as the systems on the beds in the Entrance, Beautiful Gardens have done their early Autumn fertilising in both the areas at the end of March.

Tony and crew are reduced to 2 people now since Dan nearly chopped his finger off at the end of March and has had 2 lots of surgery on it so is not back at work yet.
New staff are hard to get at the present.
They are doing their very best to keep up in the allotted time and weather conditions.

A general tidy up and weeding of all areas is being carried out over the late Autumn/winter period and the large hedges have been pruned down to fence/wall height on Tristania side. Because time was running out for pruning the roses on Grevillea side they will be done at the end of winter.

We have a beautiful display of Camellias over all, some plants on Grevillea side that we didn't know we had until after the Claret Ash Trees were removed.
Tristania side is looking a bit bare because the extra roses we planned to put in, had to be postponed when money had to be spent on the urgent mulching in the Pond gardens. Towards the end of the year, when we get our new budget money. I will renegotiate with Beautiful Gardens to organise for those to be planted. Then it will look beautiful.

With regard to drawing up a new contract with Daniel Wilson for this year's maintenance of the Pond Water Quality, Ray Hinton has indicated that Daniel said he needed to discuss matters with a colleague who is away until early this month and that he would provide us with a scope of work & costs later in the month.

Many thanks to our Beautiful Gardens hard working, depleted Crew.
Bridget Shaw (JCC Garden Coordinator).

OTHER MATTERS ARISING.

(1) **Update on Sequoia Sinking Fund Plan for the next 15 years**
Allowance has been made in Sequoia's Sinking Fund Forecast report for pavement repairs over the next 15 years.

(2) **Update on loose bricks near pond**. Still to be determined upon receipt of Tristania's Sinking Fund Forecast.

(3) **Update on Drainage pits cleaned**. Quote has now been approved. The work order raised by LMM Solutions and Wally (EHM) to undertake work mid June.

(4) **Resignation of Vicki Jorgensen (Sequoia Representative).** Due to leaving the complex and moving on. Sequoia yet to appoint a second representative to serve on the JCC.

(5) **Removal of Green Waste Bin in Pond Area.** It was recommended that we remove the Green Waste Fence in consultation with Peter Michie.

9. OTHER BUSINESS:

(1) Common Property: What is deemed common property and what is personal property, particularly in regards to fencing.
Action: The EC is investigating the walls at Units 11 and 26 for likely maintenance and clarification of the boundaries.

(2) Update on Signage: Signs are ordered and paid for, and expected to delivered by mid May. They will be installed very shortly afterwards.

(3) Budget: With AGM on 20 June, we need to see the upcoming budget and sign off on it. Have asked follow-up questions on the proposed budget.

(4) Agenda for AGM:

- Vote for auditing the Financial Statements.
- Reminder of owners' responsibilities for preventative maintenance of their units.
- We encourage the owners to review the unit plans for their boundary lines.

10. THE NEW DEED FOR JC: Grevillea EC to review the latest suggestions to the variation of the JC Deed and reply to the JC.

11. SOCIAL FUNCTIONS: Dinner & drinks after the AGM for those who wish to stay.

12. PROPOSED DATES FOR 2024 MEETINGS:

- AGM – now changed to Friday 21 June (due to facility not being available on previous date)
- Thursday 15 August
- Thursday 7 November

Meeting closed at 7:30pm.

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MINUTES - EXECUTIVE COMMITTEE MEETING
Grevillea UP1725

DATE & VENUE: Thurs 13 February, 2025 - 5:45pm at Unit 6

MEETING CHAIR: Alex Sciacca
MINUTE TAKER: Lynda Stanton

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1. **PRESENT:** Alex Sciacca, Jen Nancarrow, Faye Duncan, Lynda Stanton.
   ABSENT: Richard Lee

2. **ACCEPTANCE OF PREVIOUS MINUTES:** Moved by Jen Nancarrow. Seconded by Faye Duncan.

3. **CORRESPONDENCE RECEIVED:** Civium has notified us that we have a new Strata Manager at Civium called Mickayla Casey.

4. **UPDATE ON ACTION ITEMS FROM PREVIOUS MINUTES:**

   4.1 **Grevillea's Document Library:**
   Action: Now that Mitchell has moved on, his replacement (Mickayla Casey) is hoping to have it done within a week or at the latest, at the end of the month.

   4.2 **Update on the Deed.** All 4 complexes in "The Gardens" have submitted their comments to LMM Solutions so they could table them all and put it all into one document. The JCC have now met and worked through that one document with LMM Solutions present. LMM Solutions will now send out the agreed upon draft to the JCC members for them to take to their respective complexes for comment or approval.

5. **UPDATE ON ARREARS MANAGEMENT:**
   Permission is approved to send a formal demand to the estate C/- solicitors to demand payment of arrears on a specific unit.
   Action: Notice will be given to Civium to proceed with the formal demand.

6. **UPDATE ON GREVILLEA'S FINANCIAL STATE:**
   All has been well managed.
   Action: Appointment is to be made with Civium to go over next year's budget before the 2025 AGM.

7. **UPDATE ON GREVILLEA'S GARDENS:**

   General:

   As you will know since my last report for the ECM of 19/11/24, we had a spate of fairly hot weather until mid January, followed by a series of storms, including hail and strong winds; all conditions that are very tough for most vegetation. After the hailstorms both the young pear trees in the entry way, and the young crab apples along units 1 to 3, received a battering and lost a lot of healthy leaves. Despite all that, the pears are looking big and healthy, and the crabs are looking stronger and more like a crab apples! Given the expense and the planning that was behind all these new trees (15 in all!), that is something to celebrate!

   A big thank you to our gardening team for doing unusually big clean-ups of post-storm debris!

   Quote from Eco Trees for Crab Apple Pruning in winter accepted:

   In late November we received a reasonable quotation from Eco Trees (who pruned all the Grevillea deciduous trees last time round), for the pruning of our 25 crab trees during winter this year ($1430), which I subsequently accepted.

   Progress of New Plantings:

Plantings made late last year on the Grevillea corner opposite The Pond; between units 7 & 8, and outside the rubbish room are all doing well, especially the three new Grevilleas under the old bottle brush opposite The Pond, which have been flowering beautifully.

The plantings on either side of the rubbish room reflect slight differences in location: those on the RHS are bigger and better than those on the left, with the exception of the earlier "flowering" of the Leucodendron on the LHS; presumably because they get both more sun and more rain. They are also less prone to damage from parking traffic that occurs on the left.

Lawn Top Dressing between units 17 & 18:

Top dressing of the 'dents' in the lawn between units 17 & 18 has finally been done (Feb 10), and I will consequently request Civium to reimburse me for the two bags of dressing I bought earlier from Bunnings ($33.32 - including a couple of plants for the LHS rubbish room area). Expected rain should ensure a quick spreading of the lawn over the dirt patches.

Miscellaneous:

In January I planted about a dozen Nerine bulbs I had been given in clumps of about three, along the mondo grass edging on our corner opposite The Pond. Most are now in leaf and should flower (bright pink) in Autumn. I have also been given some Freesia bulbs which are already in leaf, and plan to put them between the Nerines. They should flower in Spring.

Action: Faye to discuss with Mathew when the team plant a new lawn in front of Units 7 & 8 asap.

No further developments re trees overhanging Grevillea from The Ridge.

Regarding the tree by the Temperley Street wall at the back of Unit 11, we have been advised that with time the wall will settle back into position, however it is possible that one more limb of the tree may need to be pruned back. Our gardener remains alert to this possibility.

No further approach from owner of #32 re wanting a screen planting outside the front window to block the street light opposite.

Faye Duncan (10/02/2025)

8. UPDATE FROM JCC MEETING (12.2.25):

Meeting was held on Wed 11 Feb, so no minutes have been sent out yet. The update of The Deed was mainly discussed as well as follow up on broken pavers.

9. OTHER GREVILLEA BUSINESS:

9.1 **Cracks in Roadway:** We will investigate cracks in roadway between Units 14 & 15.
Action: Alex to contact Mickayla Casey as to who can look at these.

9.2 **Change date of AGM:** AGM is set down for June, however we may need to have it earlier otherwise it messes with the levy payments and when they are due.
Action: Lynda to contact Civium to arrange AGM for Thursday 8 May, 2025.

9.3 **Changing our Strata Management:** Our contract with Civium finishes in November 2025. I have made enquiries and we definitely need to bring it to our AGM and have it voted on. Civium will be asked to leave the room while one of our Grevillea EC speaks to the pros and cons of changing our Strata Management. We then vote on it with Civium present.
Action: Lynda to ask another Strata Management to come and do a presentation to EC.

10. SOCIAL FUNCTIONS: Sat 22 March at 5pm (Nibbles & Drinks) under the trees outside Unit 10.
Action: Lynda to prepared invite and place in letterboxes.

11. PROPOSED DATES FOR 2025 MEETINGS:

- **AGM** – awaiting date to be confirmed with Civium and EC due when financials are ready.
- Tuesday 10 June
- Thursday 7 August
- Thursday 13 November

Meeting closed at 6:40pm.

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MINUTES - EXECUTIVE COMMITTEE MEETING
Grevillea UP1725

DATE & VENUE: Thurs 19 November, 2024 - Unit 16 (6:00pm)

MEETING CHAIR: Alex Sciacca
MINUTE TAKER: Lynda Stanton

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1. **PRESENT:** Jennifer Nancarrow, Alex Sciacca, Richard Lee, Faye Duncan, Lynda Stanton.
   ABSENT: -

2. **ACCEPTANCE OF PREVIOUS MINUTES:** Moved by Jennifer Nancarrow, Seconded by Richard Lee. .

3. **CORRESPONDENCE RECEIVED:** None.

4. **UPDATE ON ACTION ITEMS FROM PREVIOUS MINUTES:**

   (a) **Update on clarification for wall boundaries for Unit 26 for maintenance**:
   This was referred to Civium by Jen Nancarrow for their decision.
   Civium have responded and asked if we would like Mitchell to seek official quotes for a surveyor to assess the boundary?
   Action: The EC decided we don't want a surveyor.

   (b) **Responsibility for cost of fences:**
   We need to relook at this and perhaps have a special meeting with owners and a resolution passed clarifying exactly what the EC is responsible for.
   Action: We will review what was said in the AGM minutes of 2020 and discuss further at the AGM in 2024.

   (c) **Renewal of Insurance:** Civium need to be notified before 5 September, 2024.
   Action: Jen Nancarrow followed up with Civium and their response is below.
   With this, the complex is currently covered for $22,110,638 and the new valuation has come in at $23,200,000. this is an increase of $1,089,362. Now this is an increase but not extreme. The EC has 2 options
   Option 1 **-** The committee endorse this new valuation. We will advise the broker and the insurer will issue an adjusted invoice for the new premium (We won't be able to get a quote but shouldn't be extreme)
   Option 2 **-** The EC don't approve the increase and leave it till next year.
   Action: The EC decided to endorse the new valuation and increase the insurance accordingly.

   (d) **Grevillea's Document Library:** Kevin Henderson's work in categorising Grevillea's document library has not been uploaded by Civium. Our new Strata Manager, Mitchell will chase this up and highlighted that the Civium portal is undergoing refresh to provide both a mobile friendly site as well as additional usability, including access to full budget ledgers, hopefully by end of year.
   Action: Lynda to email Mitchell for a progress update as of now.

5. **UPDATE ON ARREARS MANAGEMENT:**
   Alex to ask Civium for the latest figures.

6. **UPDATE ON GREVILLEA'S FINANCIAL STATE:**
   All seems in order.

7. **UPDATE ON GREVILLEA'S GARDENS:**
   1. UPDATE TO WALL REPAIR (Unit 11):

On Sep 4th I observed that the section of wall sitting on a root of the pear tree which Mathew had previously severed at the rear of unit 11 seemed more, rather than less displace. He replied:

"I will have a look on Monday and we should be fine to start the auger process and apply herbicide at the same time. This will start the decay process of the root holding the wall up and over time it will break down."

Again on the 12th Oct I drew it to his attention as all the other visible roots seemed to be suckering like mad and the wall no better. Mathew told me the augering (boring holes into the offending root) and poisoning the holes, had been successful, with no sign of life in the severed root, nor extra root activity in #11"s back yard. He said that severing the root, together with three branches would have caused stress to the tree, which then causes roots to become hyper active in search of nutrients and water to built it up, however if roots are partially above ground - as many are with this tree - they will sucker rather than put out more roots.

He is continuing to keep an eye on this tree.

2. UPDATE TO OVERHANGING BRANCHES FROM "The Ridge".

We have just been advised of an update from Civium: If the owner considers it a nuisance, they will need to take action on it. This is now a civil matter between the owners. The neighbouring owner is being very considerate in offering to cover 50% of the costs.

3. REGULAR MANAGEMENT FOR OUR TREES

On 26 September - at the suggestion of Mathew - I wrote to Evan; Manager of Eco Trees, to request a quote for the regular management of our trees, particularly the crab apples up the back. He assured me he would come out and walk around the site to refresh his mind on our trees. He thought that once a year, during winter should be quite enough, maybe even every two years. I have not yet had a quote, so will text him a reminder.

4. BLOWER COMPLAINTS

In mid September I had complaints from a few owners that their front porches/footpaths were not being adequately blown free of debris. Mathew has since taken action with his team to remedy this.

5. PLANTING UPGRADES

On 26 Sep I advised the purchase of plants to refresh the corner opposite the pond, and the area near the new sign between units 7 & 8. These have now all been successfully planted.

The gardeners cleared our a great heap of Mondo grass along the corner near the pond, together with a lot of tangled plants and weeds behind it, and then planted the three Grevilleas in the centre, with a "Violet Skies" Westringea at either end. By spring/summer 2025, the violet blue of the Westringeas should nicely offset the orangey reds of the Grevilleas. The different raspberry pinks of the 3 Loropetalums near the parking sign should also prove eye catching.

Mat has agreed to fix the irrigation system for the end of the lawn adjacent to the new Loropetalums, and also reseed it, but he is yet to action this.

6. NEW OWNER & STREET LIGHT

The owner of Unit 32 earlier spoke to Mat re the street light opposite her front bedroom shining in, and was wondering whether we could plant a screening plant in her garden to prevent this. Mat suggested a form of bottlebrush. We await the owner's decision.

Faye Duncan (4 November, 2024)

8. UPDATE FROM JCC MEETING (11.11.24):

Revision re the Deed and what we want to achieve.

- Keep a consultative spirit and comradery of the JCC.

- Acknowledgement of the boundaries/responsibilities for Sequoia & Tristania and their easements.
- That all the respective Executive Committees sign off on recommended action before their representatives speak to it at the JCC.
- Any new JCC members must be fully aware of the role and responsibilities of the JCC before they continue on.
- Each Executive have at least one of their members on the JCC.
- A minimum of 2 quotes when any maintenance is required and an explanation to all Executive Committees.
- When there is a difference with recommendations/expertise for maintenance/action, that the representative for the owner of the easement brings the JCC's perspective to their Executive Committee for evidence/understanding.

Each Executive Committee are working on their recommendations so the final Deed is a good, workable and accountable result.

Update on loose bricks near pond.

- The previous meeting was advised that Tristania are still to determine if the paving in need of Wally (EHM) to provide a quote for the necessary repairs. James may also seek quotes from other trades people.

  Action: James spoke to a contact about the brick work and the contact said he would speak to LMM direct. James will follow through on this.

JCC Garden Report

The summer season and warmer weather is with us now. The garden beds, trees and pond area are looking nice.
After the lovely spring display of bulbs, camellias and the Pear trees we now have the roses. (sorry Tristania and Melaleuca yours are coming).
The Beautiful Gardens Crew have worked hard to keep things neat and under control even thought there have been some difficulties in getting staff replacements.
Also 2 months ago Tony, the crew manager broke his leg so has been out of action.
I talked to him last week and he is going to start doing a supervisory role with the crew until the leg fully heals, starting next week 15 November), hopefully.
Beau has kept the crew going and they have done a great job.

In spring Tony turned the watering system back on for 2 days a week, so, as it has been very dry and the weather is warming up I asked him if it could be extended now.
He came over personally on Monday, (still on crutches) to check things out and has extended watering to 3 days a week now - Tuesdays, Thursdays and Saturdays.

I have requested Beau to provide a quote for the long awaited roses for the Tristania side of the entrance. This was approved by Jane Fennell at the AGM because it was put on hold last year to be able to pay for mulch Sequoia requested for the Pond area much needed mulching.
I have asked Beau to quote for purchase and planting of 12-14 small roses like the ones that were planted on the Grevillea side which soon grew to lovely big bushes.
I also asked the best time to do this because I think our side was done after the hot weather in late March , from memory. I will let you know when I receive it.

A big thank you to Beau, Tony and Crew for their work this year and for the Committee's patience with me during the year when I have also been the Chairperson in difficult times.

Merry Christmas and Happy 2025 to all.
Bridget Shaw (JCC Garden Co-ordinator).

Pond Water Quality - Contract

Agreed to the engagement of WHL on the proviso that the funds are there for pond maintenance.

Action: Jane Tullis to ask LMM what the breakdown is of the 3 accounts relevant to garden, grounds and pond in the budget.

Pump Needs Fixing
The blocked pump needs urgent attention. Held over until the contract amount for pond maintenance is understood clearly.

9. OTHER GREVILLEA BUSINESS:

(a) **The Deed:** We have been asked to go over it thoroughly together, paragraph by paragraph and note any changes so they can be sent back to LMM Solutions by 15 January when the recommendations by each 4 complexes will be put into one document. When considering any changes/suggestions, it is to be noted that the JCC is not a legal entity and has no desire to be one. The suggestions are just a way forward to allow smooth interactions and accountability with finances and outcomes.

Action: All changes to be submitted to Lynda Stanton by Friday 20 December so we can put it in the document for the JCC.

(b) **Parking Issues:** As Civium are continuing to receive complaints re owners and/or their visitors parking in areas not designated for parking, Civium wish to know if the EC want their office to issue a general parking notice.

Action: No to general parking notice. A reminder to the offending unit owner/s would be helpful.

(c) **Cracks in Roadway:** We will investigate cracks in roadway between Units 14 & 15.

10. SOCIAL FUNCTIONS:
Christmas Drinks & Nibbles – Thursday 19 December, 2024 at 5:30pm under trees between Units 10 & 11.
Action: Lynda has designed invite and distributed in letterboxes.

11. PROPOSED DATES FOR 2025 MEETINGS:

- Thursday 13 February
- Thursday 8 May
- **AGM** Thursday 5 June
- Thursday 7 August
- Thursday 13 November

Meeting closed 7.57pm. .

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Issue date: 26 August 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 1725	
INTERESTED PARTY(S):	**Name**	**Classification**
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	27 TEMPERLEY STREET, NICHOLLS, ACT 2913	
SECTION 1:	**Property - Physical Loss, Destruction or Damage** Buildings - $24,360,000.00 Common Contents - $243,600.00	
SECTION 2:	**Voluntary Workers Personal Accident** Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	**Office Bearers' Liability** Limit of Indemnity - $5,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	**Fidelity Guarantee** Limit - $100,000.00 in the aggregate Period of Insurance	
SECTION 6:	**Public Liability** Limit of Indemnity - $10,000,000.00 each and every Occurrence	
SECTION 7:	**Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses** **(a) Taxation and Audit Costs** Limit of Indemnity - $30,000 in the aggregate Period of Insurance **(b) Workplace Health and Safety Breaches** Limit of Indemnity - $150,000 in the aggregate Period of Insurance **(c) Legal Defence Expenses** Limit of Indemnity - $50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20183549	
PERIOD OF INSURANCE:	9 September 2025 expiring on 09 September 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

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

Sinking Fund Plan

Grevillea v4
27 Temperley Street, Nicholls ACT 2913
Scheme Number: 1725



COMPILED BY SIMON VINCENT

On 13 May 2021 for the
15 Years Commencing: 1 May 2020
QIA Job Reference Number: 164301

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

27 Temperley Street, Nicholls ACT 2913

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:	$44.62
Number of Lot/Unit Entitlements:	1000
Opening Balance:	$68,079.78
The proposed Sinking Fund Levy per entitlement is:	$43.97

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.

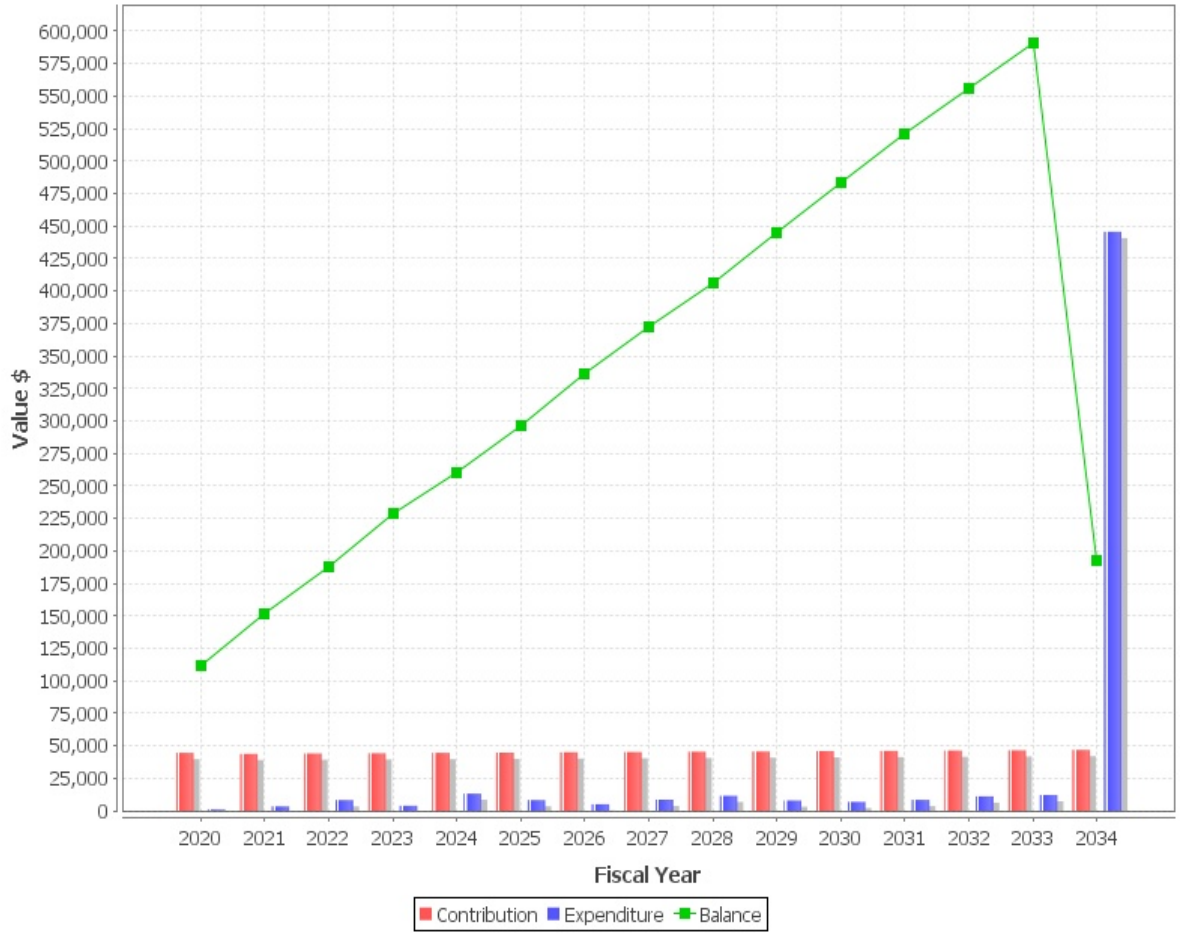
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/05/2020	$68,080	$44,620	$44.62	$1,121	$111,579
2	01/05/2021	$111,579	$43,970	$43.97	$3,552	$151,997
3	01/05/2022	$151,997	$44,190	$44.19	$8,287	$187,900
4	01/05/2023	$187,900	$44,411	$44.41	$3,900	$228,411
5	01/05/2024	$228,411	$44,633	$44.63	$13,355	$259,689
6	01/05/2025	$259,689	$44,856	$44.86	$8,360	$296,185
7	01/05/2026	$296,185	$45,080	$45.08	$5,200	$336,065
8	01/05/2027	$336,065	$45,306	$45.31	$8,614	$372,757
9	01/05/2028	$372,757	$45,532	$45.53	$11,682	$406,607
10	01/05/2029	$406,607	$45,760	$45.76	$8,005	$444,362
11	01/05/2030	$444,362	$45,989	$45.99	$6,963	$483,388
12	01/05/2031	$483,388	$46,219	$46.22	$8,508	$521,098
13	01/05/2032	$521,098	$46,450	$46.45	$11,136	$556,411
14	01/05/2033	$556,411	$46,682	$46.68	$12,211	$590,882
15	01/05/2034	$590,882	$46,915	$46.92	$445,625	$192,173

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

May 2020	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$1,700
- Financial balance adjustment	-$3,235
LANDSCAPING	
- Tree maintenance program	$2,656
Total Forecast Expenditure for year - May 2020 (Inc GST):	$1,121
Includes GST amount of :	$102

May 2021	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$1,750
DRIVEWAYS	
- Maintain pavers	$851
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$338
LANDSCAPING	
- Tree maintenance program	$613
Total Forecast Expenditure for year - May 2021 (Inc GST):	$3,552
Includes GST amount of :	$323

May 2022	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$1,803
DRIVEWAYS	
- Maintain bitumen driveway (Patchwork)	$3,666

LANDSCAPING	
- Tree maintenance program	$2,817
Total Forecast Expenditure for year - May 2022 (Inc GST):	$8,287
Includes GST amount of :	$753
May 2023	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$1,857
DRIVEWAYS	
- Repaint line marking	$867
LANDSCAPING	
- Tree maintenance program	$650
- Tree maintenance program - Temperley Street	$526
Total Forecast Expenditure for year - May 2023 (Inc GST):	$3,900
Includes GST amount of :	$355
May 2024	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$1,913
DRIVEWAYS	
- Maintain pavers	$930
EXTERNAL WORKS INCL BIN ENCLOSURE	
- Replace bin enclosure gates in 5 years	$1,275
FURNITURE & FITTINGS	
- Provision to replace mail boxes	$6,248
LANDSCAPING	
- Tree maintenance program	$2,989
Total Forecast Expenditure for year - May 2024 (Inc GST):	$13,355

Includes GST amount of :	$1,214
May 2025	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$1,970
EXTERNAL WORKS INCL BIN ENCLOSURE	
- Maintain common pipework	$3,546
FURNITURE & FITTINGS	
- Maintain signage	$1,773
- Ongoing partial replacement of exterior lighting	$381
LANDSCAPING	
- Tree maintenance program	$690
Total Forecast Expenditure for year - May 2025 (Inc GST):	$8,360
Includes GST amount of :	$760
May 2026	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,029
LANDSCAPING	
- Tree maintenance program	$3,171
Total Forecast Expenditure for year - May 2026 (Inc GST):	$5,200
Includes GST amount of :	$473
May 2027	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,090
DRIVEWAYS	
- Maintain bitumen driveway (Patchwork)	$4,250

- Maintain pavers	$1,016
LANDSCAPING	
- Tree maintenance program	$732
- Tree maintenance program	$526
Total Forecast Expenditure for year - May 2027 (Inc GST):	$8,614
Includes GST amount of :	$783

May 2028	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,153
DRIVEWAYS	
- Maintain concrete driveway 5% of total	$4,270
EXTERNAL WORKS INCL BIN ENCLOSURE	
- Ongoing partial maintenance of pathways 20% of total	$1,895
LANDSCAPING	
- Tree maintenance program	$3,364
Total Forecast Expenditure for year - May 2028 (Inc GST):	$11,682
Includes GST amount of :	$1,062

May 2029	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,217
EXTERNAL WORKS INCL BIN ENCLOSURE	
- Maintain roof ridge capping/tiles	$1,109
- Provision to replace guttering	$1,478
- Provision to replace down pipes	$370
FENCING	
- Provision to replace timber fencing in 10 years	$1,626

FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$429
LANDSCAPING	
- Tree maintenance program	$776
Total Forecast Expenditure for year - May 2029 (Inc GST):	$8,005
Includes GST amount of :	$728

May 2030	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,284
DRIVEWAYS	
- Maintain pavers	$1,110
LANDSCAPING	
- Tree maintenance program	$3,569
Total Forecast Expenditure for year - May 2030 (Inc GST):	$6,963
Includes GST amount of :	$633

May 2031	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,353
DRIVEWAYS	
- Repaint line marking	$1,098
EXTERNAL WORKS INCL BIN ENCLOSURE	
- Maintain common pipework	$4,235
LANDSCAPING	
- Tree maintenance program	$823
Total Forecast Expenditure for year - May 2031 (Inc GST):	$8,508
Includes GST amount of :	$773

May 2032	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,423
DRIVEWAYS	
- Maintain bitumen driveway (Patchwork)	$4,927
LANDSCAPING	
- Tree maintenance program	$3,786
Total Forecast Expenditure for year - May 2032 (Inc GST):	$11,136
Includes GST amount of :	$1,012

May 2033	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,496
DRIVEWAYS	
- Maintain pavers	$1,213
- Maintain concrete driveway 5% of total	$4,950
EXTERNAL WORKS INCL BIN ENCLOSURE	
- Ongoing partial maintenance of pathways 20% of total	$2,196
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	$483
LANDSCAPING	
- Tree maintenance program	$874
Total Forecast Expenditure for year - May 2033 (Inc GST):	$12,211
Includes GST amount of :	$1,110

May 2034	Expense Inc GST
MISCELLANEOUS	
- Capital Replacement - General	$2,571
SUPERSTRUCTURE	
- Repaint all previously painted surfaces	$280,000
DRIVEWAYS	
- Topcoat bitumen driveway surface in 20 years 50% of total	$156,809
FENCING	
- Provision to replace powder coated baluster fencing in 15 years	$2,228
LANDSCAPING	
- Tree maintenance program	$4,017
Total Forecast Expenditure for year - May 2034 (Inc GST):	$445,625
Includes GST amount of :	$40,511

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
MISCELLANEOUS																		
- Capital Replacement - General	$1,500	2020	0	1700	1750	1803	1857	1913	1970	2029	2090	2153	2217	2284	2353	2423	2496	2571
- Financial balance adjustment	-$2,855	2020	0	-3235														
SUPERSTRUCTURE																		
- Repaint all previously painted surfaces	$163,383	2034	15															280000
DRIVEWAYS																		
- Topcoat bitumen driveway surface in 20 years 50% of total	$91,500	2034	5															156809
- Maintain bitumen driveway (Patchwork)	$3,050	2022	5			3666					4250					4927		
- Maintain pavers	$729	2021	3		851			930			1016			1110			1213	
- Maintain concrete driveway 5% of total	$2,975	2028	5									4270					4950	
- Repaint line marking	$700	2023	8				867								1098			
EXTERNAL WORKS INCL BIN ENCLOSURE																		
- Replace bin enclosure gates in 5 years	$1,000	2024	25					1275										
- Maintain common pipework	$2,700	2025	6						3546						4235			
- Ongoing partial maintenance of pathways 20% of total	$1,320	2028	5									1895					2196	
- Maintain roof ridge capping/tiles	$750	2029	15										1109					
- Provision to replace guttering	$1,000	2029	30										1478					
- Provision to replace down pipes	$250	2029	30										370					

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
FENCING																		
- Provision to replace powder coated baluster fencing in 15 years	$1,300	2034	35															2228
- Provision to replace timber fencing in 10 years	$1,100	2029	25										1626					
FURNITURE & FITTINGS																		
- Maintain signage	$1,350	2025	25						1773									
- Provision to replace mail boxes	$4,900	2024	25					6248										
- Ongoing partial replacement of exterior lighting	$290	2021	4		338				381				429				483	
LANDSCAPING																		
- Tree maintenance program	$525	2021	2		613		650		690		732		776		823		874	
- Tree maintenance program	$2,344	2020	2	2656		2817		2989		3171		3364		3569		3786		4017
- Tree maintenance program - Temperley Street	$425	2023	0				526											
- Tree maintenance program	$378	2027	0								526							
Total				1121	3552	8287	3900	13355	8360	5200	8614	11682	8005	6963	8508	11136	12211	445625
Includes GST amount of				102	323	753	355	1214	760	473	783	1062	728	633	773	1012	1110	40511

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
MISCELLANEOUS																		
- Capital Replacement - General	$1,500	2020	0	**1700**	**1750**	**1803**	**1857**	**1913**	**1970**	**2029**	**2090**	**2153**	**2217**	**2284**	**2353**	**2423**	**2496**	**2571**
- Financial balance adjustment	-$2,855	2020	0	**-3235**														
SUPERSTRUCTURE																		
- Repaint all previously painted surfaces	$163,383	2034	15	15055	30561	46532	62983	79927	97380	115356	133871	152942	172585	192817	213656	235120	257229	**280000**
DRIVEWAYS																		
- Topcoat bitumen driveway surface in 20 years 50% of total	$91,500	2034	5	8431	17115	26060	35273	44762	54536	64603	74972	85652	96653	107984	119654	131675	144056	**156809**
- Maintain bitumen driveway (Patchwork)	$3,050	2022	5	1186	2408	**3666**	801	1625	2474	3349	**4250**	928	1884	2868	3883	**4927**		
- Maintain pavers	$729	2021	3	419	**851**	301	611	**930**	329	667	**1016**	359	729	**1110**	392	797	**1213**	429
- Maintain concrete driveway 5% of total	$2,975	2028	5	420	853	1299	1758	2231	2719	3221	3738	**4270**	932	1893	2882	3901	**4950**	1081
- Repaint line marking	$700	2023	8	207	421	641	**867**	123	251	382	517	656	799	946	**1098**	156	317	483
EXTERNAL WORKS INCL BIN ENCLOSURE																		
- Replace bin enclosure gates in 5 years	$1,000	2024	25	240	488	742	1005	**1275**	73	149	226	306	389	474	561	651	744	839
- Maintain common pipework	$2,700	2025	6	548	1113	1694	2293	2910	**3546**	655	1329	2024	2739	3476	**4235**	782	1587	2416
- Ongoing partial maintenance of pathways 20% of total	$1,320	2028	5	187	379	577	780	990	1207	1429	1659	**1895**	414	840	1278	1730	**2196**	479
- Maintain roof ridge capping/tiles	$750	2029	15	97	196	299	405	514	626	741	860	983	**1109**	93	188	287	388	493
- Provision to replace guttering	$1,000	2029	30	129	262	398	539	684	834	988	1146	1310	**1478**	75	153	233	315	400

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
- Provision to replace down pipes	$250	2029	30	32	66	100	135	171	209	247	287	328	**370**	19	38	58	79	100
FENCING																		
- Provision to replace powder coated baluster fencing in 15 years	$1,300	2034	35	120	243	370	501	636	775	918	1065	1217	1373	1534	1700	1871	2047	**2228**
- Provision to replace timber fencing in 10 years	$1,100	2029	25	142	288	438	593	753	917	1087	1261	1441	**1626**	93	190	289	391	496
FURNITURE & FITTINGS																		
- Maintain signage	$1,350	2025	25	274	556	847	1147	1455	**1773**	102	207	315	426	541	659	780	905	1034
- Provision to replace mail boxes	$4,900	2024	25	1177	2389	3637	4923	**6248**	359	728	1109	1501	1905	2321	2749	3190	3645	4113
- Ongoing partial replacement of exterior lighting	$290	2021	4	167	**338**	91	185	281	**381**	103	208	317	**429**	115	234	357	**483**	130
LANDSCAPING																		
- Tree maintenance program	$525	2021	2	302	**613**	320	**650**	340	**690**	361	**732**	382	**776**	405	**823**	431	**874**	457
- Tree maintenance program	$2,344	2020	2	**2656**	1388	**2817**	1472	**2989**	1562	**3171**	1657	**3364**	1758	**3569**	1865	**3786**	1979	**4017**
- Tree maintenance program - Temperley Street	$425	2023	0	126	255	389	**526**											
- Tree maintenance program	$378	2027	0	59	120	183	247	314	383	453	**526**							
TOTAL ACCRUALS				**29318**	**59101**	**84918**	**115651**	**137716**	**164634**	**195539**	**224112**	**250661**	**282586**	**316494**	**350082**	**382308**	**413682**	**12950**

*** 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.

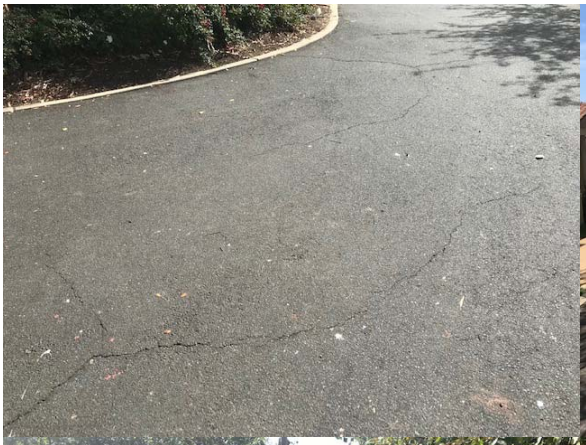
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.

- 






27

Insurance Valuation Report

For

Grevillea

27 Temperley Street, Nicholls ACT 2913

Scheme Number: 1725



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 211114

6 September 2024

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Beenleigh QLD 4207

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QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

Professional Indemnity Insurance Policy Number 1411189338 PLP

QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **27 Temperley Street, Nicholls ACT 2913.**

1.2 Property Address

The property is situated at **27 Temperley Street, Nicholls ACT 2913.**

1.3 Description of Building

The property comprises thirty four lowset and double storey residential houses each with a double integral lock up garage at ground level. Common property includes a bin store, driveway pavings, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration of the scheme is 1998.

1.4 Client

The Proprietors Grevillea.

1.5 Replacement Value

Recommended Insured Value:	**$ 23,200,000 (Inc GST)**

1.6 Inspector Details

Inspector Number	**101**



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

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

2.2 Loss of Revenue

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

2.3 Current Trends

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

2.4 Periodic Reviews

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

2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

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

2.6 Valuation

Replacement Building and Improvements Cost:		$ 18,110,000
Allowance for Cost Escalation:		
Design and Documentation:	6 Months	
Calling Tenders and Appraisals:	3 Months	
Construction Period and Fit-out:	12 Months	
Calculated at 6% over the period		$ 1,360,000
Progressive Subtotal:		$ 19,470,000
Professional Fees:		$ 1,560,000
Progressive Subtotal:		$ 21,030,000
Removal of Debris:		$ 905,000
Progressive Subtotal:		$ 21,935,000
Cost Escalation for Insurance Policy lapse Period:		$ 1,265,000
Progressive Subtotal:		$ 23,200,000
Recommended Insured Value:		**$ 23,200,000 (Inc GST)**

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground and timber/steel framed upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Masonry.
EXTERNAL WALL FINISHES: Rendered & painted.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Timber/steel framed pitched.
ROOFING: Interlocking concrete tiles.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete and bitumen

3.5 AREAS NOT INSPECTED - TYPICAL

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

3.6 SCOPE

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

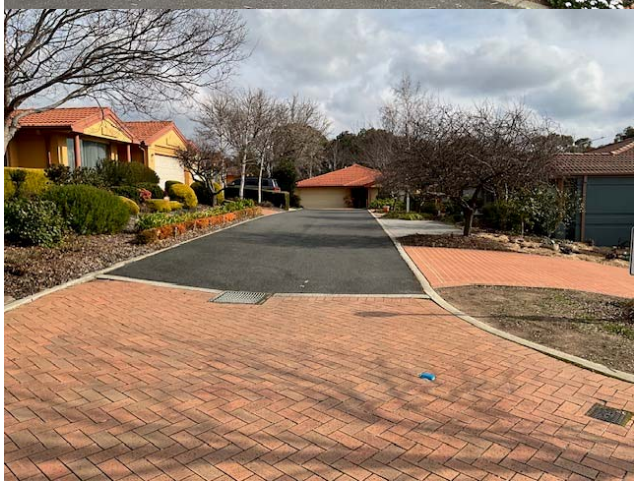
3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

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

SECTION 4 – SITE PHOTOGRAPHS










Residential
REPORTS

PRESALE REPORT

1/27 Temperley Street

Nicholls

REPORT PREPARED
1 April 2026

35 Poynton Street Hughes 6288 0402 info@residentialreports.com.au

SITE RECORD

ADDRESS	1/27 Temperley Street Nicholls
CLIENT	Sian Day
OCCUPANCY STATUS	unoccupied - the dwelling was unfurnished at the time of the inspection

INSPECTOR - Kiel Chapman	**INSPECTION DATE** - 31 March 2026	**WEATHER CONDITIONS -** Fine
JOB REFERENCE - 45936	**BLOCK -** 6	**SECTION -** 89

INSPECTION DATA SUMMARY

YEAR OF DEVELOPMENT (APPROX. ISSUE OF FIRST CERTIFCATE OF OCCUPANCY)	• 1999
AREA DETAILS (APPROX. SQM)	• Residence - 164.48sqm off plan • Garage - 36.05sqm off plan • Block size - 308sqm
WALL CONSTRUCTION	• brick veneer, timber framed with fibrous cement cladding to the upper level
ROOF CONSTRUCTION	• timber truss construction concrete tile roof covering
FLOOR CONSTRUCTION	• concrete slab to the ground floor, suspended timber to the upper level
ENERGY RATING	• 4.5 stars
CONSTRUCTION	• the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use
MAINTENANCE	• there are maintenance items detailed in this report, please read the entire report
TIMBER PEST REPORT	• please review the entire report, including the *Timber Pest Overview* and *Recommendations* section, for complete details and context • evidence of wood decay fungi (wood rot) was found exterior to the building at the time of inspection • no evidence of active subterranean termites (live species) was found at the time of our inspection
COMPLIANCE REPORT	• For details on structures in this block and section, see the compliance report

IMPORTANT: ***This report is intended to be read in its entirety. You must carefully read the full document including Detailed Inspection Information, Warranty & Use and Scope & Limitations prior to making any critical decisions.*** The above Data Summary is supplementary to the Report and should not be used as a standalone reference. It is imperative to review the complete Report and in the case of any discrepancies between the Report and the above comments, the information in the detailed Report is the final authority. The reader is requested to immediately contact us if any content is not fully understood and requires clarification or further explanation. We value the opportunity to work on this inspection project and wish you all the best as you evaluate this property.

Signed on behalf of:
Residential Reports Pty Limited ABN 38 609 880 122

Kiel Chapman

Kiel Chapman
Building & Timber Pest Assessor
Pest Management Technician Licence No: 5105324

INSPECTION SCOPE – INTRODUCTION FOR THE READER



The reader must refer to the comprehensive Warranty & Use and Scope & Limitations at the end of this report. This report is written with reference to the Australian Standards outlined in our Scope & Limitations and is the result of a largely visual inspection only as required by the Standards. The inspection has been conducted to identify notable defects, insofar as an inspector can reasonably identify them and considering the building's age. Comments are provided primarily for items that could impact property value, normal wear and tear for an older building may not be detailed. If there are any discrepancies between the "Summary" and the Detailed Report, the Detailed Report should be relied upon. Where testing is undertaken and there are adverse findings, details will be noted. We do not inspect features such as electrical appliances, utilities, or swimming pool/s and equipment; qualified technicians should be consulted. This report does not quantify ongoing maintenance, upgrades, cosmetic works, or minor defects. If present, significant defects will be noted, and further investigation may be recommended. Where reference has been made to termites (live species, activity or prior activity) and maintenance or defects of significance, we strongly advise that prior to making any critical decisions, that the services of a suitably qualified tradesperson be engaged to quantify remedial action. Report comments may seem repetitive to emphasise that all inspected elements have been reviewed and a summary of inspection items is included at the end of the report for your reference.

STANDARD INDICATORS EXPLAINED

Our Inspector uses the terms below to describe the condition of building elements. The inspection is visual and conducted under normal lighting. These terms consider factors like the building's age, construction quality and type. Keep in mind that what is considered "good" may vary between an older and a modern building. There are no estimates for repair costs reported, as these depend on your service provider and chosen action:

GOOD	The feature is generally in good condition and does not require major repairs. Minor imperfections in the finish or structure may be present. For elements like windows and doors, the observation refers to a visual inspection only, focusing on substantial defects affecting the property, not operational issues.
FAIR	The feature is functional but has deteriorated and would benefit from cosmetic or remedial repair work.
POOR	The feature in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.
NO SIGNIFICANT DEFECTS	This condition is applied when no significant structural or functional defects are observed. Minor issues may be present, and any remedial action is discretionary.
DEFECTS HAVE BEEN IDENTIFIED	This condition is applied where the inspector has identified defects that require remedial action or investigation considered necessary rather than discretionary.

MASTER BUILDERS MEMBER

REIACT MEMBER

AUSTRALIAN ENVIRONMENTAL PEST MANAGERS ASSOCIATION LTD

IMPORTANT NOTE

Your inspector has conducted a comprehensive visual site assessment following Australian Standards for the Building Report and Timber Pest Report. Whilst the reports are considered separate, we've organised all the data for each area into a single table for your convenience. For example, when commenting on fences, you'll find information on both building maintenance and pest considerations in the one table. Where suspected water leakage, termite activity, active or latent, or building defects have been identified in this report, we strongly suggest further investigation. **The reader must refer to the comprehensive Warranty & Use and Scope & Limitations contained in this report as it contains important advice for intending purchasers and for the owner of this building.** A proactive approach to building maintenance and timber pest management is essential to the upkeep of the property.

INTERIOR

Entrance	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom One	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good • the sliding door requires adjustment or repair to ensure smooth operation

Bedroom Two	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom Three	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good • the windows require adjustment or new rollers to ensure smooth operation • the striker plate has been removed from the door frame

Hallway	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Ensuite	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
toilet suite	good
ventilation	• ceiling fan unit (with heat lamps)
water leakage	• no water leakage detected in accessible areas
wall tiles	good
floor tiles	fair to good • replacement of the seal at the intersection between the wall and floor tiles is recommended
fit-out	good
bath	fair to good • the tap handle is loose
hardware, fixtures and fittings	good

Bathroom	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
bath	good • spa bath - the pump has not been tested
ventilation	• ceiling fan unit (with heat lamps)
water leakage	• no water leakage detected in accessible areas
wall tiles	fair to good • some areas of the wall tile grouting require minor repairs
floor tiles	fair to good • replacement of the seal at the intersection between the wall and floor tiles is recommended
fit-out	good
hardware, fixtures and fittings	good

Toilet Ground Floor	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
vanity/hand basin	good
water leakage	• no water leakage detected in accessible areas
ventilation	• ventilation is provided by a ceiling mounted exhaust fan
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

Toilet First Floor	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
toilet suite	good
water leakage	• no water leakage detected in accessible areas
ventilation	• there is no mechanical ventilation
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

Laundry	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
laundry tub	fair • the sink cupboard door hinge has been removed
water leakage	• no water leakage detected in accessible areas
ventilation	• ventilation is provided by a ceiling mounted exhaust fan
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

Kitchen and Family Area	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
sink	good
splashback	fair to good • resealing is required between the splashback and the worktop
ventilation	• ventilation is provided by an externally ducted range hood
hardware, fixtures and fittings	good
kitchen fit-out	good • the kitchen fit-out is in functional condition with normal wear and tear evident

Family Room	
ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Dining Room	
ceilings and cornices	fair to good • there are visible repairs to the ceiling lining. This was considered to be of cosmetic significance only. Further repairs are discretionary
architraves and skirting boards	good
walls	good
doors and windows internal	good

Living Room	
ceilings and cornices	good
architraves and skirting boards	fair to good • there is some minor cracking to the skirting join line
walls	good
doors and windows internal	fair to good • window frames would benefit from repainting

Steps and Stairs	
steps and stairs internal	fair to good • there is cracking evident at the wall lining/stair join line
balustrades and handrails	fair to good • the handrails require refixing to the walls
ceilings and cornices	good
walls	good

Roof Cavity	
insulation	• the roof cavity is insulated with fibreglass batts
sarking	• sarking has been installed in the roof cavity. • For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Sarking
roof construction	• timber truss construction
termites - roof void	• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - roof void	• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - roof void	• no evidence of borer damage was sighted in areas accessible at the time of the inspection

Interior/Main Dwelling	
termites - interior	• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - interior	• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - interior	• no evidence of borer damage was sighted in areas accessible at the time of the inspection

EXTERIOR

Inspection Items	
roof exterior	defects have been identified • concrete tile roof covering • the condition of the tiled roof covering is commensurate with the age of construction, on older roofs over time, tiles and pointing can crack and there may be corner breakages, sometimes flashings may need to be repositioned. No leakage was detected at the time of inspection • bedding and pointing repairs are required to the ridge and hip capping • there are some cracked tiles that have been sealed with silicone • some roof tiles have broken corners, this is a common problem with concrete and terracotta tiles. Leakage rarely occurs and generally repairs are not required
gutters and downpipes	no significant defects • gutters need to be cleared of leaf litter, silt and debris to ensure that maximum roof drainage occurs in all weather conditions. Additionally, the leaf litter may be concealing rust or defects • a section of guttering has a negative fall
eaves, fascia and barge ends	defects have been identified • deterioration was noted in the timber fascia in some areas • damage in the area/s noted appears to be extensive in some areas
wall construction exterior	defects have been identified • brick veneer, timber framed with fibrous cement cladding to the upper level • there are some areas of the rendering that are cracked or chipped away. Repairs are recommended
doors and windows external	no significant defects
floor construction	no significant defects • concrete slab to the ground floor, suspended timber to the upper level • there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed
driveway	defects have been identified • there is some movement cracking in the driveway
paths and paving	defects have been identified • there is some minor cracking to the paths
retaining walls	defects have been identified • there are some cracks and loose masonry in the retaining walls
grounds	no significant defects
fences and gates	defects have been identified • timber decay is evident in cross-timber and timbers in contact with the ground in some areas • damage in the area/s noted appears to be extensive in some areas • vegetation and screening in some areas of the fence line limited our inspection. We were unable to determine the condition of the fencing in those areas

Garage	
description	• double garage with internal access
wall construction exterior	good • brick construction
floor construction	fair to good • concrete slab construction • there are cracks in the concrete slab, however, we are of the opinion they are not structurally significant. Cracks need to be monitored over time to determine if any remedial action is required
doors	good • one panel lift door has been fitted
ceilings and cornices	fair to good • there are some undulations to the ceiling lining - however, this was not considered structurally significant at the time of our inspection
walls	fair to good • there are visible repairs to the wall lining. This was considered to be of cosmetic significance only. Further repairs are discretionary
doors and windows internal	good
termites - garage	• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - garage	• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - garage	• no evidence of borer damage was sighted in areas accessible at the time of the inspection

Balcony	
patio construction	good • tiled floor construction
balustrades and handrails	good
drainage	good • drainage appears to be directed away from the dwelling, however this was not tested at the time of inspection
termites - patio	• no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - patio	• no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - patio	• no evidence of borer damage was sighted in areas accessible at the time of the inspection

TIMBER PEST - OVERVIEW & RECOMMENDATIONS

Overall risk - pest	• considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is HIGH - we strongly recommend that regular inspections are undertaken
Evidence of timber pests	• evidence of wood decay fungi (wood rot) was found exterior to the building at the time of inspection • no evidence of active subterranean termites (live species) was found at the time of our inspection
Evidence of a termite nest	• no, please read the report in full
Evidence of a pest treatment	• we found no evidence of any recent termite treatment or durable notice at the time of inspection
Pest treatment required?	• considering there is no evidence of a pest treatment, we recommend that a regular pest management program in accordance with Australian Standard 3660.1 to prevent subterranean termites from infesting the property be implemented. A proactive approach to Timber Pest Management will offer the highest protection for the building. A management proposal can be obtained by contacting our office on 6288 0402, or please contact your regular inspector.
We recommend pest inspections are conducted every:	• 6 to 12 months
Drainage and ventilation	• concrete slab construction - not applicable
Mould	• mould was not observed at time of inspection Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.
Weep holes	**Were the weep holes clear allowing the free flow of air?** • yes Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. It is important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.
Slab edge exposure	**Is the slab edge exposed?** • no, not applicable as construction is an infill slab Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may result in concealed timber damage.

Termite shields (ant caps) cont.	**In our opinion the termite shields appear to be:** • not applicable, concrete slab construction Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered or sealed with an approved sealant as per AS 3660 during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. Other physical shield systems are not visible to inspection and no comment is made on such systems.
Hot water, air conditioning and water tanks	Units that release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites. **Is there a need for work to be carried out?** • yes - hot water and air conditioning unit
General recommendations	• As this property is located in an area where subterranean timber pests are commonly found we strongly recommend that you have regular inspections carried out no later than every 6 - 12 months (or as specifically recommended above) to ensure that there is no termite activity present in your buildings and structures. • Garden beds, mulch and foliage against the structure can create conditions that are highly conducive to timber pest attack. Clearing is recommended.

It should be noted that if the risk factor specified in this report is considered to be high it is encouraging awareness that increased vigilance is warranted. Any recommendations regarding reducing conditions that are conducive to timber pests or frequency of inspections must be observed. If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. To safeguard against potential timber pest attack, we recommend that a full inspection be undertaken every 6-12 months at a minimum or as specifically recommended above. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. A proactive approach will help ensure the ongoing protection of the property. Please call our office on 6288 0402 for advice and information or to arrange a customised schedule for this building or contact your regular inspector.

COMPLIANCE REPORT

Plan No. (if applicable)	Description	Date of COU Approvals (Certificate of Occupancy)	Comments
982344/A	townhouse - unit 1	22/02/1999	
	garden shed		• approval is not required

For any incomplete approvals please email acbuildingconveynce@act.gov.au for further information on how to complete.

COMPLIANCE REPORT NOTATION

IMPORTANT NOTE - We obtained a Building File from Access Canberra to complete this Compliance Report This report relates to Building and Development approvals only. The building file may contain floor plans, elevations, Certificates of Occupancy & Use, index, survey reports, and drainage plans. Our report is based on examining these documents and conducting a visual inspection, focusing on compliance matters from the provided file. Please be aware that if plan details are unclear or compromised, we are not liable for any omissions or errors. Refer to more details about Compliance in our Scope & Limitations. For information regarding current dimensions and approvals you can visit: planning.act.gov.au/topics/design_build/da_assessment/exempt_work

EASEMENTS - An easement is a section of land registered on your property which gives another party the right to access it for a specific purpose. An example is a section of the property that contains municipal services such as electricity, or drainage infrastructure. If a structure requires approval and is located on an easement the appropriate utility provider is consulted during the certification process and it is they who determine if an application for approval will be supported.

TCCS, PLUMBING & ELECTRICAL APPROVAL - If this report notes structures or alterations that require Transport Canberra & City Services (TCCS), Plumbing or Electrical Approval or cites plumbing and electrical additions and or alterations, please note that approval may have been granted, however, documentation is not provided in the building file. The Environment & Planning Directorate or the owner may have further information.

DEVELOPMENT APPROVAL - If this report identifies structures that require Development Approval, information relating to the status of Development Approvals will be shown on the Lease Conveyancing Enquiry provided by the solicitor. This will be included in the Conveyancing Contract for Sale. The status of a pending Development Approval is not contained within the building file we receive.

SWIMMING POOLS & SPAS - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

EXTENSIONS - Where an extension or addition has been made to a property, it can create a potential gap or discontinuity in the termite barrier system. This gap occurs between the original structure and the new addition. Termite barriers are critical in aiding the prevention of undetected subterranean termites from entering the dwelling, and any interruption in the barrier can compromise its effectiveness. We are unable to report on the existence, condition or continuity of the termite barrier system between the existing dwelling and additions or alterations.

PROPERTY ACCESS

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences and/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, wall linings etc. Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions, further inspections are strongly recommended to areas where reasonable access is unavailable, obstructed or restricted or a high risk of possible timber pests and /or damage exists.

1/27 Temperley Street Nicholls	
Area	Restrictions
INTERIOR	access during inspection of the interior of the property was restricted by: - window treatments and floor coverings - stored goods within the dwelling
SUBFLOOR	there is no subfloor, the dwelling is constructed on a concrete slab
ROOF CAVITY	our inspection of the roof cavity was restricted by: - low clearances - insulation covering the ceiling framing - sarking and duct work
ROOF EXTERIOR	roof exterior: - safety harness anchors and edge restraints were not available. Work Health and Safety regulations required a top of ladder inspection - height restrictions did not allow for a roof top inspection to first floor, top of ladder ground floor inspection was undertaken. No condition has been applied to the first floor area
GROUNDS & EXTERNAL STRUCTURES	access to the inspection of grounds/external structures was restricted by: - vegetation restricted visual inspection to some areas - access to some external structures is restricted by the neighbouring property

WARRANTY & USE OF OUR REPORTS

This report is **intended to be read in its entirety**. The report is written solely for the use and benefit of:

The Client named in this report	The Purchaser of the property

No liability or responsibility in contract or tort or statute is accepted to any Other Party who may rely on the report wholly or in part. Any Other Party acting or relying on this report, wholly or in part, does so at their own risk. Additionally, no liability or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

No liability shall be accepted on account of failure of the report to notify any termite activity and/ or damage present at or prior to the date of the report in any areas of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report. Furthermore, we do not assume liability for any omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representative. The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.



Before the property exchange, you will have the opportunity to attend a pre-settlement inspection to conduct your due diligence. Carefully consider the building's age and its impact on elements like windows, doors, and cupboards. Our inspectors do not assess ongoing maintenance, and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is an omission relating to this report, Residential Reports must be notified in writing before any action is taken. No liability shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted. No liability shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed. ***This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact us prior to acting on this report. Copyright remains with Residential Reports, the report content, style and presentation is not to be copied or reproduced without written authority of the Company.***

SCOPE & LIMITATIONS OF OUR INSPECTION

This report has been prepared as a result of a largely VISUAL INSPECTION ONLY with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit.
You must read the entire report and Scope & Limitations sections before reaching any conclusions regarding our opinion of the property's condition. Any person relying on this report acknowledges the following clauses, which define the Scope and Limitations of the inspection and form an integral part of the report.

LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only.

The operation/working condition of limited features may have been commented on during the course of our inspection. Operational testing is limited, where testing occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligation to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect. There is no guarantee

that items referenced will operate as intended at a later date. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines and fridges may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified. The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.



EXCLUSION OF ITEMS FROM INSPECTION

AS 4349.1 – 2007 excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning. automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

WHAT THE INSPECTOR EXAMINES TO PREPARE A PROPERTY REPORT…

…AND IMPORTANT NOTES ABOUT THESE AREAS

The following outlines aspects of the property that can be examined through visual inspection, derived from the Australian Standard AS4349.1—2007. Comments are generally provided only if significant issues are found. The inspector didn't move or remove any coverings or furnishings, which could hide defects. Damage to concealed structures or pest activity may not be visible due to foliage or other obstructions. This report is a guide for potential buyers and should complement your own inspection and due diligence. Some aspects are subjective, so consider factors like presentation, past maintenance, and construction age when forming opinions.

DOORS & DOOR FRAMES - Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES - Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

EXTERNAL WALLS & NON-STRUCTURAL RETAINING WALLS - Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpends, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

FENCES & GATES - Palings/panels, rails, posts, sagging, timber decay (rot).

FLOORS - TIMBER: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations - significant, dampness/water damage; CONCRETE: cracking, out of level – significant; HARD FLOORING: cracking, loose or drummy units, dampness/water damage

INTERNAL ROOF SPACE - Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

KITCHEN - Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

PAINTWORK - The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored, and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

PATHS, PAVING & DRIVEWAY - Cracking, movement, uplifting, sinking, alignment, roof penetration.

SPECIAL PURPOSE REPORTS - Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

STAIRCASES - Stringers, handrails, balustrades, newel posts, treads (goings), risers

SUB FLOOR -Dampness, debris, drainage, ventilation, cracked or leaking pipes; TIMBER CONSTRUCTION: bearers & joists, framing, piers/stumps; SUSPENDED CONCRETE FLOOR CONSTRUCTION: concrete condition, cracking. If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in “heaving” of the foundations adjacent to the garden. When watering close to the building you should avoid ‘pooling’ of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:

- Water gardens evenly close to the building and do not over water
- Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
- Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
- Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
- Garden beds should not be located against the house

TIMBER PESTS - Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi. Where applicable and where there is reasonable access, the following areas are examined: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. Water leaks: especially in the subfloor or against external walls e.g. leaking taps, roofs or down pipes, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed timber pest attack. Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the grounds and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. In situations where visual evidence of termite activity or damage is reported, but no live termites were observed during the inspection, it's important to recognise that termites might still be active in the immediate vicinity, potentially causing further damage. Determining whether the infestation is active or inactive requires multiple inspections over time, as various factors, such as prior disturbances, climatic conditions, or the termites finding an alternative food source, can influence their presence during a single inspection. To safeguard against potential termite-related issues, we recommend continued, regular inspections. **An invasive inspection is also an option for a more comprehensive assessment. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. This proactive approach will help ensure the ongoing protection of the property against potential termite threats. Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.**

WALL CONSTRUCTION - Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

WATERPROOFING - **A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF.** Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a watertight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
- Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed.

WET AREAS - Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

WINDOWS - Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.



SAFETY & REASONABLE ACCESS

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers." Reasonable access is determined in accordance with the provisions of the following WHS requirements;

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	VERTICAL CLEARANCE - Timber Floor: 400* Concrete Floor: 500	Height
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

** To underside of bearer, joist or other obstruction to access.*

ROOF COVER INSPECTION

Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

CEILING CAVITY INSPECTION

Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight. Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available This report is not a guarantee that defects and/or damage do not exist in in inaccessible areas.

WORK HEALTH & SAFETY ACT 2011

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011,The owners of workplaces must ensure that:

- Premises are safe and without risk
- Plant and substances are used without risk
- Workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

SAFE WORKING TEMPERATURES FOR THE INSPECTOR

When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

PROPERTY REPORT

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site drainage (apart from surface water drainage). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work: durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram, or any other document prepared by any statutory authority or other party. Stock images in the report are for presentation purposes only and are not images of the subject property.

PURPOSE OF THE REPORT - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis', swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

CONCEALED SURFACES - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

WATER PENETRATION & ROOF DRAINAGE - Some water penetration problems and/or dampness within a building do not become apparent and may not be detected unless there has been recent heavy rain or prolonged periods of rain. If moisture has been identified by the inspector using electronic testing equipment, then it will be noted in the report. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this may be evidence that the roof and or drainage system has previously leaked. We recommend that you contact a suitably qualified roofing expert to discuss the probability of ongoing water leakages in the building. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

FIRE PROTECTION EQUIPMENT & ORDINANCE REQUIREMENTS - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

HAZARDOUS MATERIALS & CONTAMINATION - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

RETAINING WALLS & STRUCTURAL COLUMNS - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

INTERNAL WALLS & CEILINGS – Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Reparation is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

CRACKING/SETTLEMENT/MOVEMENT & STRUCTURAL INTEGRITY - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

PLUMBING & DRAINAGE - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

TIMBER PESTS - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

BOUNDARIES - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

RURAL PROPERTY INSPECTION - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

AREAS AND DIMENSIONS - Whilst every care has been taken to accurately quantify dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007. In many instances scale plans are not available and therefore the reader should not rely on this report when making critical decisions relating to dimensions.

ELEVATED STRUCTURES - Where reference has been made in this report to an elevated structure such as a deck balcony or veranda, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal, which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

SPECIAL PURPOSE REPORTS - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

COMPLIANCE REPORT

The information within this report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate (EPD), the appropriate local council or Directorate, the client or their agent. Our company or its employees are not responsible for any omissions or errors where incomplete, inaccurate or illegible information is supplied. It is the responsibility of the property owner to resolve any file discrepancies with the relevant authority. Documentation of any plumbing or electrical alterations is not included in the building file. If required, this documentation can be obtained by the title holder from the relevant utilities provider. If the subject property features a second driveway or verge crossing, Transport Canberra & City Services approval may be required. This information is not supplied in the building conveyancing file. If this report confirms that certification is 'pending' for an unapproved structure, it is important that you are aware that this process can take weeks and involve more than one agency including but not limited to the Environment & Planning Directorate, Icon & Transport Canberra & City Services. Whilst it is rare, in some instances throughout the approvals process an application may be rejected. The Compliance Report relies on documentation provided in the Building File. Residential Reports Inspectors are not Building Surveyors. Certifications included in the file are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing a Certificate of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

SWIMMING POOLS & SPAS - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

TIMBER PEST REPORT

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (Hylotrupes bujulus Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

TERMITE RECOMMENDATIONS - Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not.



Where visual evidence of termite workings and/or damage is reported but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

BORER RECOMMENDATIONS - Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection. If borers are identified replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active. A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required. The Lyctus brunneus (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required. Anobium punctatum (furniture beetle) and Calymmaderus incisus (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

HIGH MOISTURE READINGS, DRAINAGE & VENTILATION - High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay. If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

INFILL AND CONCRETE SLABS - Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to conceal their entry into the property. Termites can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections

in accordance with AS 3660.2. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2. Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

TIMBER (FUNGAL) DECAY - We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

DETERMINING EXTENT OF DAMAGE - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexpert opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

MOULD - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.

IMPORTANT INFORMATION

This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and should encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is under-taken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

RESOURCE LIBRARY

Where reference is made to the Residential Reports Resource library, you may access this content by clicking here.

ENERGY EFFICIENCY RATING FACT SHEET

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (This is known as mandatory energy efficiency disclosure.)
- The EER forms part of the Sale Contract and must be published in all advertising material.
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home.
- The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:

One is for established homes (1st Generation Software)	One is for new homes (2nd Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property on an existing Canberra home that has been previously occupied) are required to use 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances IS NOT considered in the application of 1st generation software when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are now being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:

1st generation software rates to 6 stars	2nd generation software may rate up to 10 stars

- ACT Legislation currently PROHIBITS Inspectors from assuming insulation values which may have been the case previously. Documented proof or visual sighting is now required to verify the existence and rating of insulation.

Your Energy Rating is calculated using software approved by the ACT Government.

CGU Professional Risks Insurance
Level 7, 161 William Street, Melbourne Vic 3000
GPO Box 4609, Melbourne Vic 3001
T 03 9601 8222 F 03 9602 5255

Certificate of Currency

Policy Number BP20200022

Item 1 **The Insured:** Residential Reports Pty Ltd

Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605

Item 3 **Professional Services covered by this policy:**

Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)

Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)

Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026

Item 6 **Particulars of Risk:**

Civil Liability Professional Indemnity

6.1 The Policy Limit is	$5,000,000	which includes all policy sections
6.2 The Policy Excess is	$20,000	
6.3 The Retroactive Date is	20/07/2020	

Public Liability

6.4 Sum Insured	$20,000,000
6.5 Excess	$2,500

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★★★☆ **4.5 STARS**

in Climate: 24

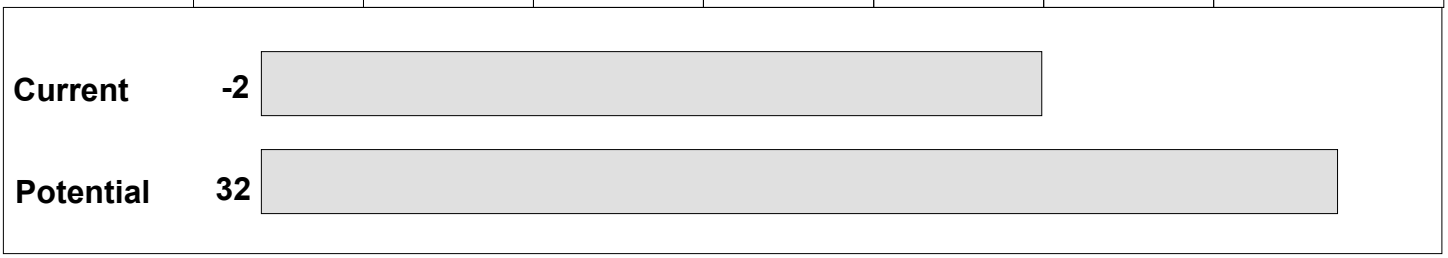
SCORE: -2 POINTS

Name:	Sian Day	**Ref No:**	45936
House Title:	Unit 1, Block 6, Section 89	**Date:**	17-02-2026
Address:	Unit 1 of 27 Temperley Street		
	Nicholls		2913
Reference:	C:\REPORTS\...\TEMPERLEY STREET NICHOLLS 1 OF 27		

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR		AVERAGE		GOOD		V. GOOD
Star Rating	**0 Star**	★	★★	★★★	★★★★	★★★★★	★★★★★★
Point Score	**-71**	**-70 -46**	**-45 -26**	**-25 -11**	**-10 4**	**5 16**	**17**



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 2.5	9
Change curtain to	Heavy Drapes & Pelmets	16
Add northerly blinds	100 %	1
Seal Internal Doors		2
Weather strip entry door		5

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 1, Block 6, Section 89, Unit 1 of 27 Temperley Street, Nicholls**

Assessor's Name: **Lindsay Collison**

Feature						Points		
						Winter	Summer	Total
CEILING						**10**	**0**	**11**
Surface Area:	6	Insulation:	6					
WALL						**-5**	**-2**	**-7**
Surface Area:	-4	Insulation:	1	Mass:	-4			
FLOOR						**9**	**1**	**10**
Surface Area:	3	Insulation:	-4	Mass:	11			
AIR LEAKAGE (Percentage of score shown for each element)						**-2**	**0**	**-2**
Fire Place	0 %	Vented Skylights	0 %					
Fixed Vents	0 %	Windows	22 %					
Exhaust Fans	15 %	Doors	54 %					
Down Lights	0 %	Gaps (around frames)	9 %					
DESIGN FEATURES						**0**	**1**	**1**
Cross Ventilation	1							
ROOF GLAZING						**0**	**0**	**0**
Winter Gain	0	Winter Loss	0					
WINDOWS						**-9**	**-12**	**-20**

Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	5	3%	-7	4	-1	-4
NE	6	4%	-9	9	-3	-2
ENE	6	4%	-8	9	-3	-1
SSE	8	5%	-11	4	-2	-9
NNW	9	6%	-13	12	-3	-4
Total	34	22%	-47	39	-12	-20

* 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 1 point			Winter	Summer	Total
RATING	★★★★☆	**SCORE**	**5**	**-12**	**-2***

*** includes 5 points from Area Adjustment**

Detailed House Data

House Details

ClientName	Sian Day
HouseTitle	Unit 1, Block 6, Section 89
StreetAddress	Unit 1 of 27 Temperley Street
Suburb	Nicholls
Postcode	2913
AssessorName	Lindsay Collison
FileCreated	17-02-2026
Comments	

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Timber	NA	Yes	No	No	Carp	R0.0	61.2m²
2	Timber	NA	Yes	No	No	Tiles	R0.0	9.3m²
3	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	47.5m²
4	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	44.4m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R1.0	32.3m	2.4m
3	Brick Veneer	No	R1.0	22.4m	2.6m
4	Weatherboard	Yes	R1.0	12.9m	2.6m
5	Weatherboard	No	R1.5	5.9m	2.6m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R4.0	91.9m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	N	2.1m	2.0m	No	SG	ALSTD	HD	No	1.8m	1.8m	0.2m
2	NNW	1.2m	0.9m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.1m
3	NNW	1.2m	1.8m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.1m
4	SSE	1.2m	1.5m	No	SG	ALSTD	HB	No	0.6m	0.6m	0.1m
5	SSE	1.0m	0.6m	Yes	SGT	ALSTD	NC	No	0.6m	0.6m	0.1m
6	SSE	1.0m	0.6m	Yes	GBT-05-001a	N/A	NC	No	0.6m	0.6m	0.1m
7	ENE	1.3m	1.3m	No	GBT-05-001a	N/A	NC	No	0.6m	0.6m	0.1m
8	N	2.1m	0.4m	No	SGT	TIMB	HD	No	1.0m	1.0m	0.2m
9	NNW	1.8m	3.0m	No	SG	ALSTD	HD	No	0.6m	0.6m	0.4m
10	SSE	1.0m	1.5m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
11	SSE	2.1m	1.8m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
12	NE	1.8m	1.6m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
13	NE	1.8m	1.6m	No	SG	ALSTD	HB	No	0.0m	0.0m	0.0m
14	ENE	1.8m	2.4m	No	SG	ALSTD	HB	No	0.0m	0.0m	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
2	NNW	1.2m	0.9m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	0.4m
3	NNW	1.2m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	3.5m
8	N	2.1m	0.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	4.7m	1.0m

9	NNW	1.8m	3.0m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	2.0m	3.2m
10	SSE	1.0m	1.5m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.8m	1.0m
11	SSE	2.1m	1.8m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.8m	4.0m
12	NE	1.8m	1.6m	0.0m	0.0m	0.0m	0.0m	2.4m	5.0m	0.0m	0.0m
13	NE	1.8m	1.6m	0.0m	0.0m	0.0m	0.0m	2.4m	3.0m	0.0m	0.0m
14	ENE	1.8m	2.4m	0.0m	0.0m	0.0m	0.0m	1.8m	0.4m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	Yes
Is the Stairwell Separated by Doors ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	No
Area of Heavyweight Mass	0m²
Area of Lightweight Mass	0m²

	Sealed	UnSealed
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	3
External Doors	1	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Rater Comments

House Details

ClientName	Sian Day
HouseTitle	Unit 1, Block 6, Section 89
StreetAddress	Unit 1 of 27 Temperley Street
Suburb	Nicholls
Postcode	2913
AssessorName	Lindsay Collison
FileCreated	17-02-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT
The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS
The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmets' will take into account windows that already have Heavy Drapes and Pelmets installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS
A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS
Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

CONVEYANCING BUILDING FILE INDEX

SUBURB: NICHOLLS **SECTION:** 89 **BLOCK:** 6 **UNIT:** 1 **EX GOV:** NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	982344/A	8	NEW MEDIUM DENSITY TOWNHOUSE - UNIT 1				
		10				982344/A	
		28					982344/A 22/02/1999

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 100904

Survey: Y (1)

Comments:

ACT Government | Access Canberra

ACCESS CANBERRA TO COMPLETE

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

		Yes	No
1.	**(a)** Is this a government or ex government house?	☐	☒
	(b) If yes, is there a building file with approvals on it?	☐	☐
2.	Is there any record of incomplete building work on the building file? **If yes** - file copies attached	☐	☒
3.	Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? **If yes** - file copies attached	☐	☒
4.	Are there any records on the building file showing building applications still being processed? (Current within 3 years) **If yes** - file copies attached	☐	☒
5.	Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒

If available, copies of the following documents are provided:

	Yes	No
• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☒	☐
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒

If requested:

	Yes	No
• Drainage Plan(s)	☒	☐

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.
You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website – www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au**.**

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans**: Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Lisa | Cost of application: $ 144.79 | Date completed: 16/02/2026

FORM 1A

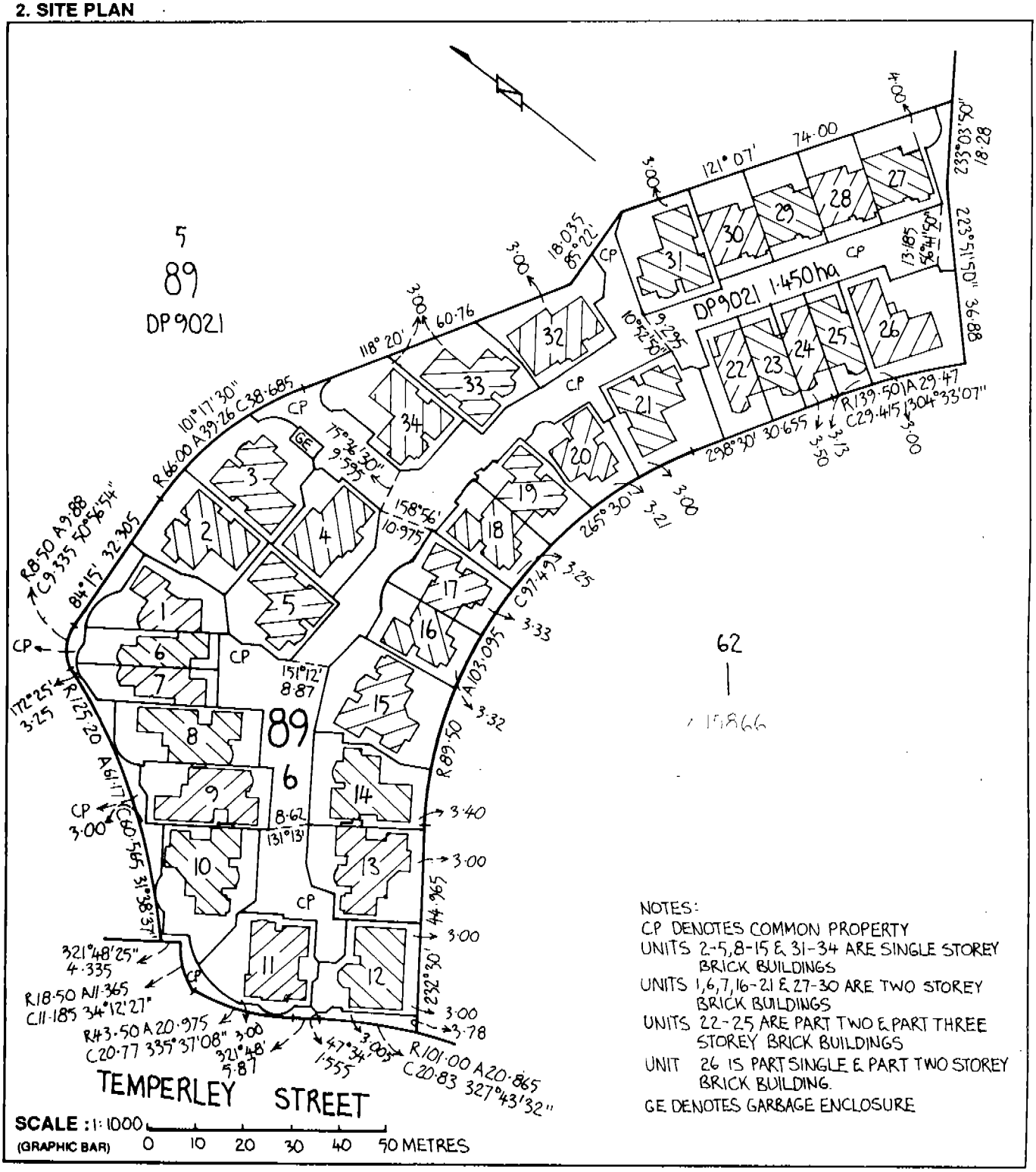
REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 1 OF 26 SHEETS

UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. SITE PLAN



3. EXECUTION

Common Seal Applicant	P. Self 12/12/98 Surveyor	Delegate of the Minister

FORM 2 LAND TITLES (UNIT TITLES) ACT 1970 SHEET No. 3 OF 26 SHEETS

ANNEXURE TO SCHEDULE OF UNIT ENTITLEMENTS

UNITS PLAN No 1725

~~DISTRICT~~/DIVISION NICHOLLS SECTION 89 BLOCK 6

COLUMN 1			COLUMN 2	
UNIT NO.	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	CERTIFICATE OF TITLE VOLUME	FOLIO
1	30	—	1549	51
2	28	—	1549	52
3	29	—	1549	53
4	26	—	1549	54
5	27	—	1549	55
6	27	—	1549	56
7	26	—	1549	57
8	29	—	1549	58
9	29	—	1549	59
10	31	—	1549	60
11	31	—	1549	61
12	31	—	1549	62
13	31	—	1549	63
14	28	—	1549	64
15	31	—	1549	65
16	31	—	1549	66
17	30	—	1549	67
18	31	—	1549	68
19	30	—	1549	69
20	31	—	1549	70
21	28	—	1549	71
22	28	—	1549	72
23	27	—	1549	73
24	26	—	1549	74
Aggregate				

VENTINO PTY LIMITED Common Seal A.C.N. 053 773 292

Applicant

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

Dated this Twenty fourth day of February 1999

S.T.E.V.E. WALLACE

Delegate of the Minister

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

Volume 1549 Folio 50

P. A. ROWE
DEPUTY REGISTRAR-GENERAL

THE AUSTRALIAN CAPITAL TERRITORY REGISTRAR-GENERAL'S DEPARTMENT

Deputy Registrar - General

FORM 3 REAL PROPERTY (UNIT TITLES) ACT 1970 SHEET No. 6 OF 6 SHEETS

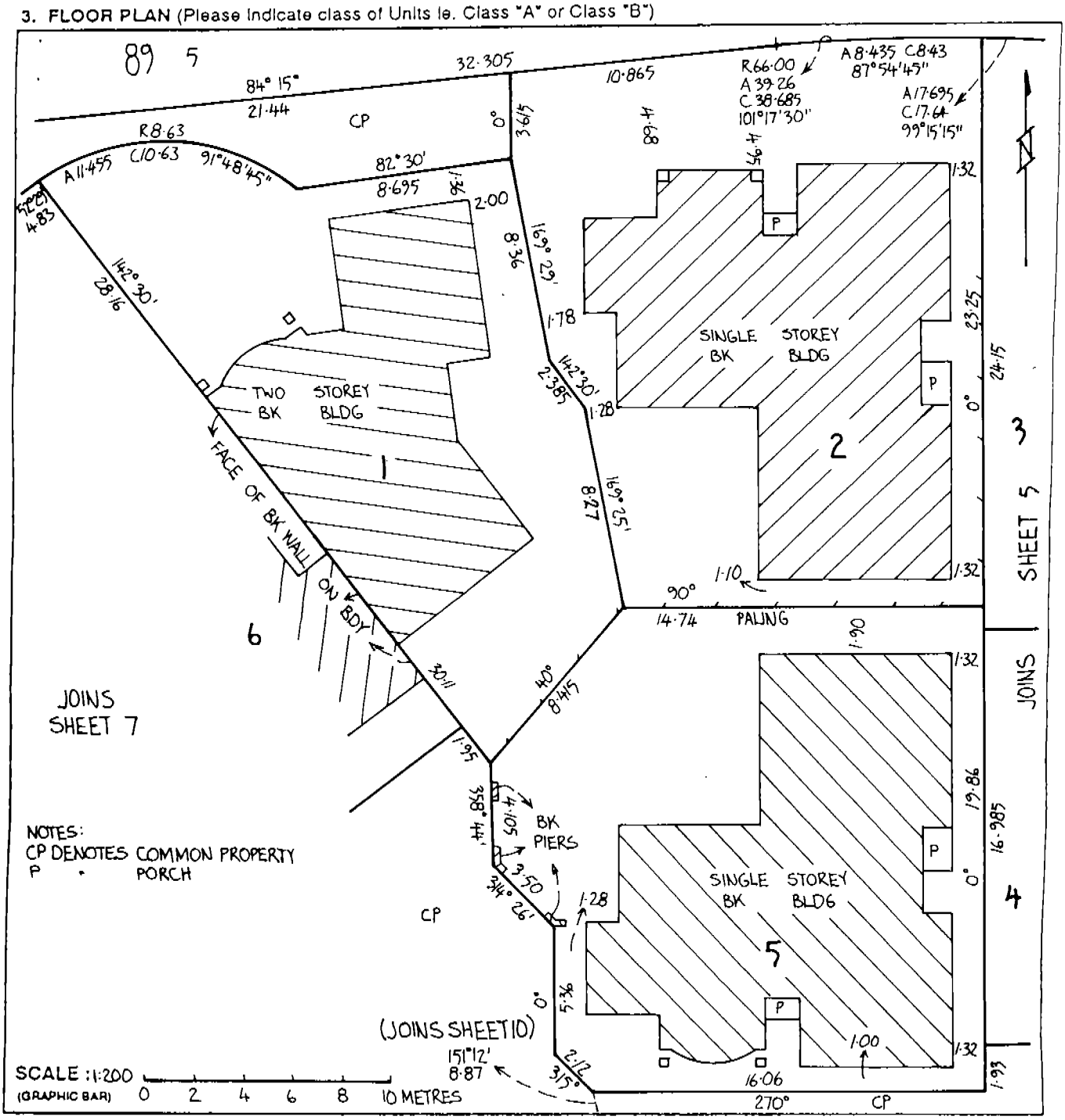
UNITS PLAN No 1725

1. LAND

~~DISTRICT~~/DIVISION	SECTION	BLOCK
NICHOLLS	89	6

2. FLOOR NUMBER - GROUND LEVEL - CLASS "B" UNITS

3. FLOOR PLAN (Please Indicate class of Units ie. Class "A" or Class "B")



3. EXECUTION

AVENTINO PTY LTD Common Seal A.C.N. 033 773 292

A D Wallace

STEVE WALLACE
Delegate of the Minister

9178 18

JOHN RAE & ASSOCIATES
ACN 081 479 736
CONSULTING SURVEYORS
LAND, ENGINEERING & MINING

Peter J Selfe B.App Sci. (S&C), Grad Dip (S.P.C.), M.I.S. Aust.
REGISTERED SURVEYOR

Raymond C Starr
MANAGING DIRECTOR

INSTITUTION OF SURVEYORS
AUSTRALIA

2/14-16 Huddart Court
MITCHELL ACT 2911

Postal Address
PO Box 574
MITCHELL ACT 2911

Phone: (02) 6262 2622
Fax: (02) 6262 2633
Mobile: 0412 337 612

DEPARTMENT OF URBAN SERVICES
18 NOV 1998
NORTH
ACT BUILDING CONTROL

Madison Homes,
P.O. Box 3285 BMDC,
BELCONNEN, A.C.T. 2617

PS.LW- 19119

16th November, 1998

Dear Sir,

As instructed, we have surveyed land at Nicholls, in the Division of Nicholls, District of Gungahlin having a total frontage of 63.41 metres to Temperley Street being **Block 6 Section 89 Deposited Plan Numbered 9021** as shown by red edging in the sketch plan attached.

Upon this land stands the brick foundations of buildings in course of erection to be on completion Thirty-Four Cottage Residences.

The sketch shows the position of the foundations relative to the boundaries.

Other than as stated or referred to above, there are no apparent encroachments upon this land or by this property on adjoining land or street.

Yours faithfully,
JOHN RAE & ASSOCIATES .

P. Selfe

Peter Selfe
Registered Surveyor

JOHN RAE & ASSOCIATES
ACN 081 479 736
CONSULTING SURVEYORS
LAND, ENGINEERING & MINING

Peter J Selfe B.App Sci. (S&C), Grad Dip (S.P.C.), M.I.S. Aust.
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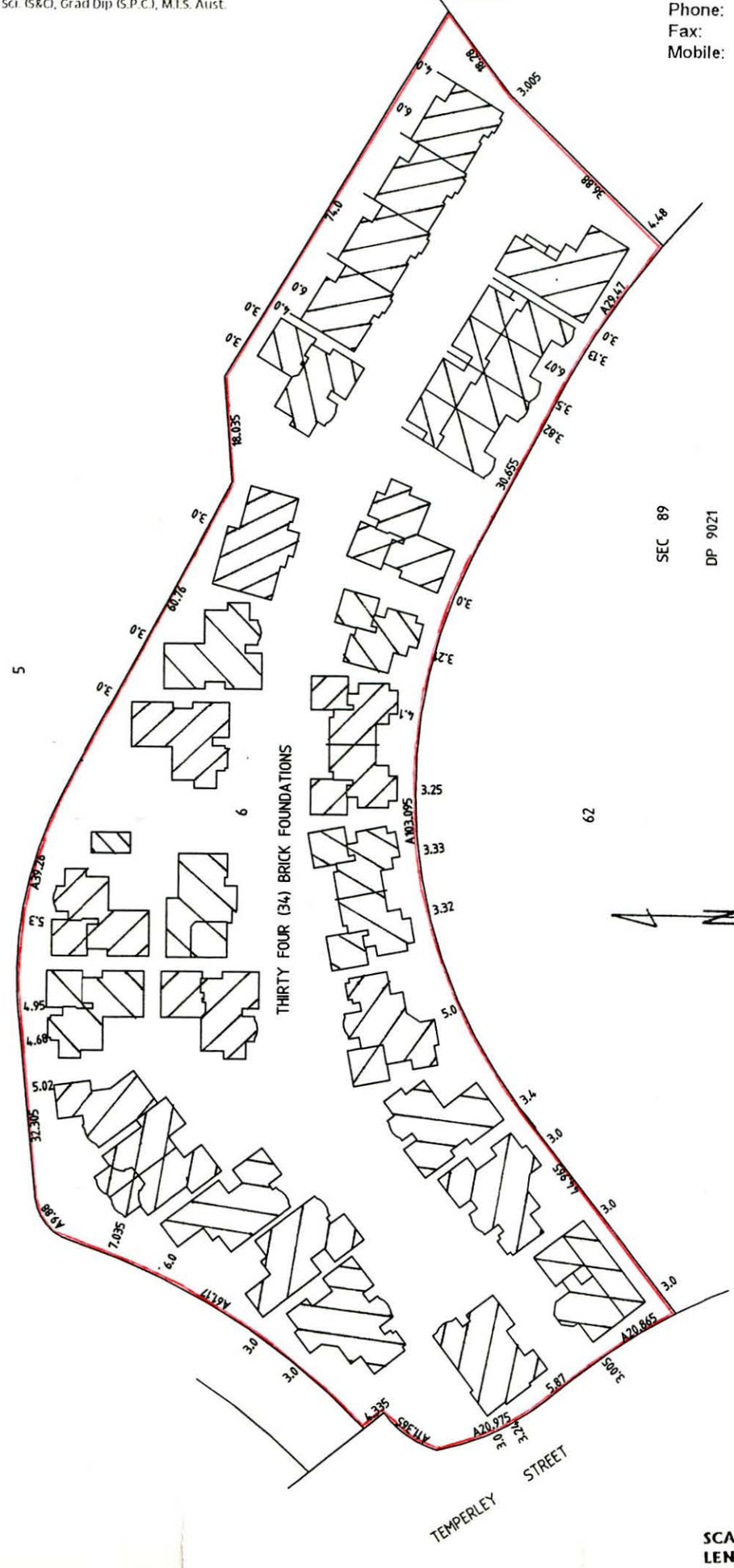
Raymond C Starr
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MITCHELL ACT 2911

Postal Address
PO Box 574
MITCHELL ACT 2911

Phone: (02) 6262 2622
Fax: (02) 6262 2633
Mobile: 0412 337 612



SCALE 1:1000
LENGTHS ARE IN METRES

Department of Urban Services
Planning and Land Management

ACT Building, Electrical and Plumbing Control

GPO Box 1908, Canberra ACT 2601

28

Certificate of Occupancy and Use

Certificate No. **982344P2C1**

This Certificate is issued in accordance with Section 53 (3) of the Building Act 1972.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Builder	Site for Project
MADISON CONSTRUCTIONS T/A (STADBATE PTY LTD)	*Address* 27 TEMPERLEY STREET
Permit Number **982344P2**	*Suburb* NICHOLLS *Section* 89 *Block* 6
	Approved Plans 982344/A

Building Work

Nature of Work	Project Item Description	Unit	Other Description	Class of Occupancy	Type of Construction
NEW MEDIUM DENSITY	TOWNHOUSE	1		1 & 10	NA

Comments

Important note:

1. Residential building statutory warranties and residential insurance apply in relation to building work.
2. The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the Territory (including this Act) relating to the building or portion of the building.

.....

LES BINKHORST
Deputy Building Controller

22/12/99
Date

PROJECT:
Cluster Housing on
Block: 6
Section: 89
Nicholls
Harcourt Hill

PLANS/ No. 952343/A
Received ACT Building Control
- 2 JUN 1998
ACT Government Services

LEGEND

- FENCE TYPE A. (refer detail).
- FENCE TYPE B. (refer detail).
- FENCE TYPE C. (refer detail).
- TIMBER GATE.
- 1.8m HIGH BRICK COURTYARD WALL WITH BRICK PIERS.
- VP — VISITOR CAR PARK.
- SL — STREET LIGHTS.
- CLOTHES LINE.
- METER BOX.
- ST.L.M. — STREET LIGHTS METER BOX.
- POS — PRIVATE OPEN SPACE.
- TREES TO BE RETAINED.
- TREES TO BE REMOVED.
- UNIT PAVERS. (Colour grey).
- UNIT PAVERS. (Colour red).
- BITUMEN ROAD.

NOTES :
REFER TO LANDSCAPE PLANS FOR FOOTPATH LAYOUT.
FIGURED DIMENSIONS ARE TO BE USED IN PREFERENCE TO SCALING.
THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ROAD WORKS AND LANDSCAPE DRAWINGS.

SITE AREA = 14496 SQM
BUILT AREA (Includes roads & driveways) = 7619.03 sqm.
OPEN SPACE = 6876.97 sqm. (47.4%).

NOTE:
DISTANCE TO WASTE ENCLOSURE FROM UNITS 10-13 AND 22-31 EXCEEDS THE 75m MAXIMUM AS STIPULATED IN WASTE MANAGEMENT GUIDE LINES.

NO.	DATE:	DESCRIPTION:	BY:	CH:
R10	19.5.98	FLRL in units 18,21 &32 altered		
R9	7.5.98	T-Junction to entry road redesigned		
R7	7.5.98	Feature road works increased		
R6	7.5.98	VP between unit 20 & 21 altered		
R5	7.5.98	VP added between unit 21 & 22		
R4	7.5.98	Unit 21 repositioned		
R3	7.5.98	FLRL altered in unit 31		
R2	7.5.98	footpath added between unit 26 & 27 near VP		
R1	7.5.98	splits deleted in units 27,28,29 &30		

REVISIONS.

OZTAL
ARCHITECTS
ARCHITECTS * PLANNERS * INTERIOR DESIGNERS

CANBERRA
33 MOORE STREET
TURNER ACT 2612
GPO BOX 2170
CANBERRA CITY ACT 2601
PH: (02) 6257 3488
FAX: (02) 6257 3385

SYDNEY
133-135 ALEXANDER STREET
CROWS NEST NSW 2065
PH: (02) 9965 7239
FAX: (02) 9439 2738

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Aventino Pty Ltd

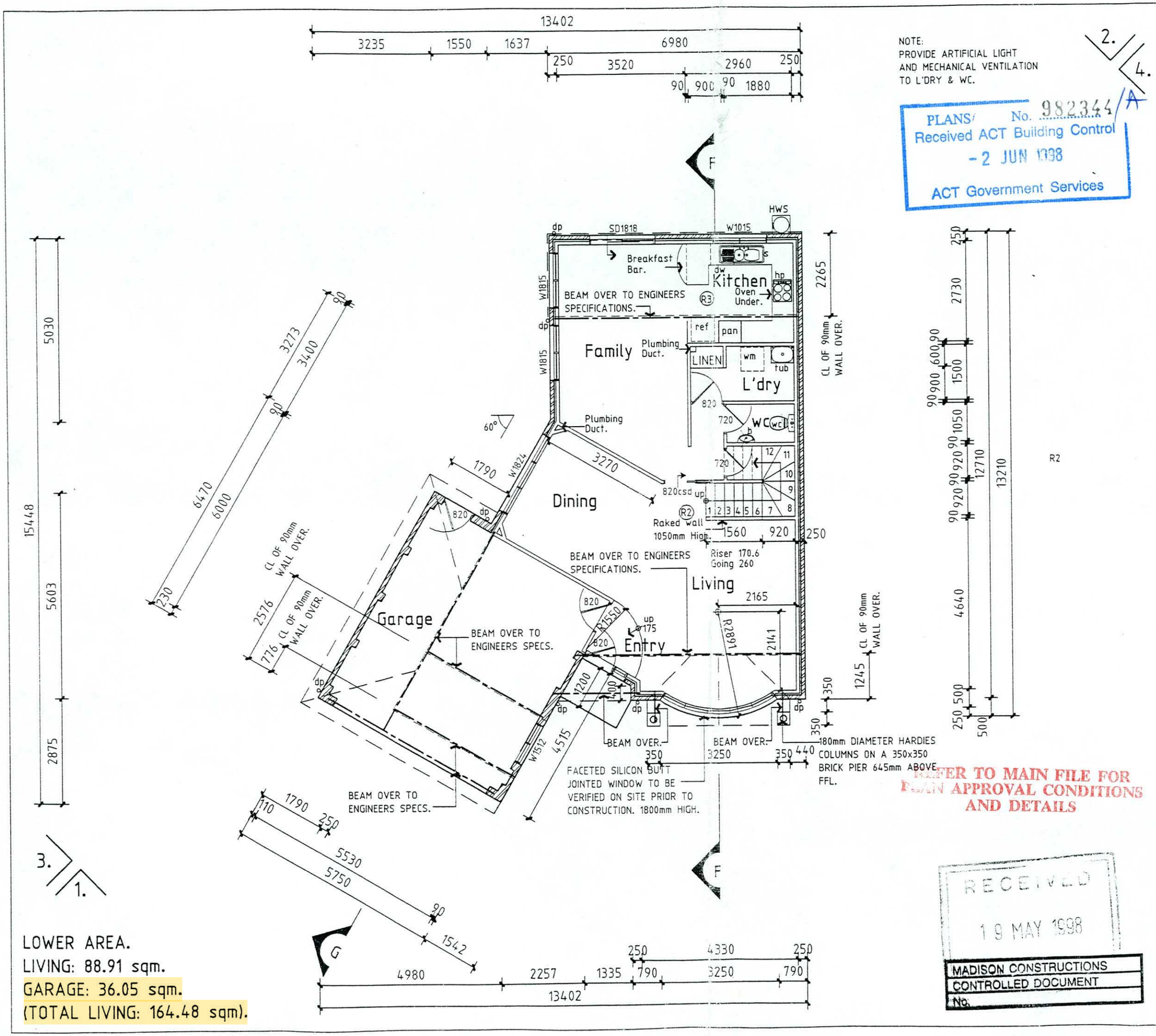
DRAWING TITLE:
Site Plan

SCALE: 1:200	DATE: 6 Nov 1997
DESIGNED: DM, FP	PLOT DATE: 19th May 98
DRAWN: FS	CHECKED:
JOB/DWG No: 97934-S2	REVISION: B

DRAWING STATUS:
☐ DEVELOPMENT APPROVAL. ☐ FOR TENDER.
☐ BUILDING APPROVAL. ☐ FOR CONSTRUCTION.

CAD FILE: c:\dwg\kath\aventino\d-89-nich\site-2

LAND (PLANNING AND ENVIRONMENT) ACT 1991 (AS APPLIED)
APPROVAL GRANTED
PURSUANT TO SECTION 230
28 MAY 1998
Delegate
AUSTRALIAN CAPITAL TERRITORY PLANNING AUTHORITY



NOTE:
PROVIDE ARTIFICIAL LIGHT AND MECHANICAL VENTILATION TO L'DRY & WC.

PLANS/ No. 982344/A
Received ACT Building Control
- 2 JUN 1998
ACT Government Services

REFER TO MAIN FILE FOR PLAN APPROVAL CONDITIONS AND DETAILS

REFER TO MAIN FILE FOR PLAN APPROVAL CONDITIONS AND DETAILS

RECEIVED
19 MAY 1998
MADISON CONSTRUCTIONS
CONTROLLED DOCUMENT
No.

LOWER AREA.
LIVING: 88.91 sqm.
GARAGE: 36.05 sqm.
(TOTAL LIVING: 164.48 sqm).

PROJECT:
Cluster Housing on
Block: 6
Section: 89
Nicholls
Harcourt Hill

NO:	DATE:	DESCRIPTION:	BY:	CH:
R3	12.5.98	kitchen layouts altered		
R2	12.5.98	dwarf wall heights altered		
R1	12.5.98	vanity basins altered		

REVISIONS.

OZTAL ARCHITECTS
ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

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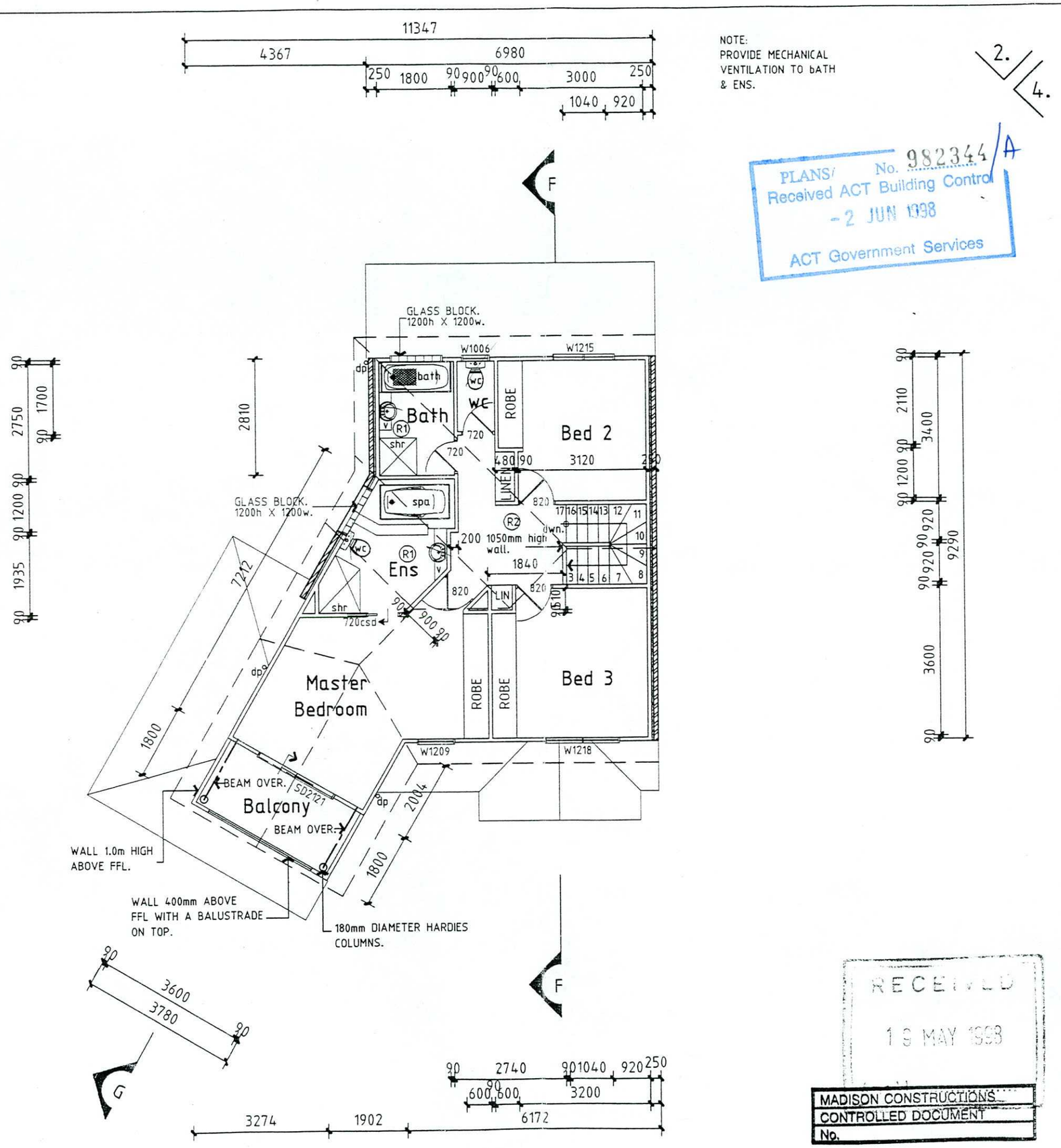
CLIENT:
Aventino Pty Ltd

DRAWING TITLE:
UNIT 1 Type F
Floor Plan

SCALE: 1:100		DATE: 29-10-97	
DESIGNED: DM, FP		PLOT DATE: 12-5-98	
DRAWN: FS	CHECK:	REV: A	
JOB/DWG No: 97934-U1/1			

DRAWING STATUS:
- ☐ DEVELOPMENT APPROVAL.
- ☐ BUILDING APPROVAL.
- ☐ FOR TENDER.
- ☐ FOR CONSTRUCTION.

CAD FILE: c:\dwg\oztal\aventino\6-89-nich



NOTE:
PROVIDE MECHANICAL VENTILATION TO BATH & ENS.

2. / 4.

PLANS/ No. 982344/A
Received ACT Building Control
- 2 JUN 1998
ACT Government Services

3. / 1.

UPPER AREA.
LIVING: 75.57 sqm.
BALCONY: 6.80 sqm.

RECEIVED
19 MAY 1998
MADISON CONSTRUCTIONS
CONTROLLED DOCUMENT
No.

PROJECT:
Cluster Housing on
Block: 6
Section: 89
Nicholls
Harcourt Hill

NO:	DATE:	DESCRIPTION:	BY:	CH:
R3	12.5.98	kitchen layouts altered		
R2	12.5.98	dwarf wall heights altered		
R1	12.5.98	vanity basins altered		

REVISIONS.

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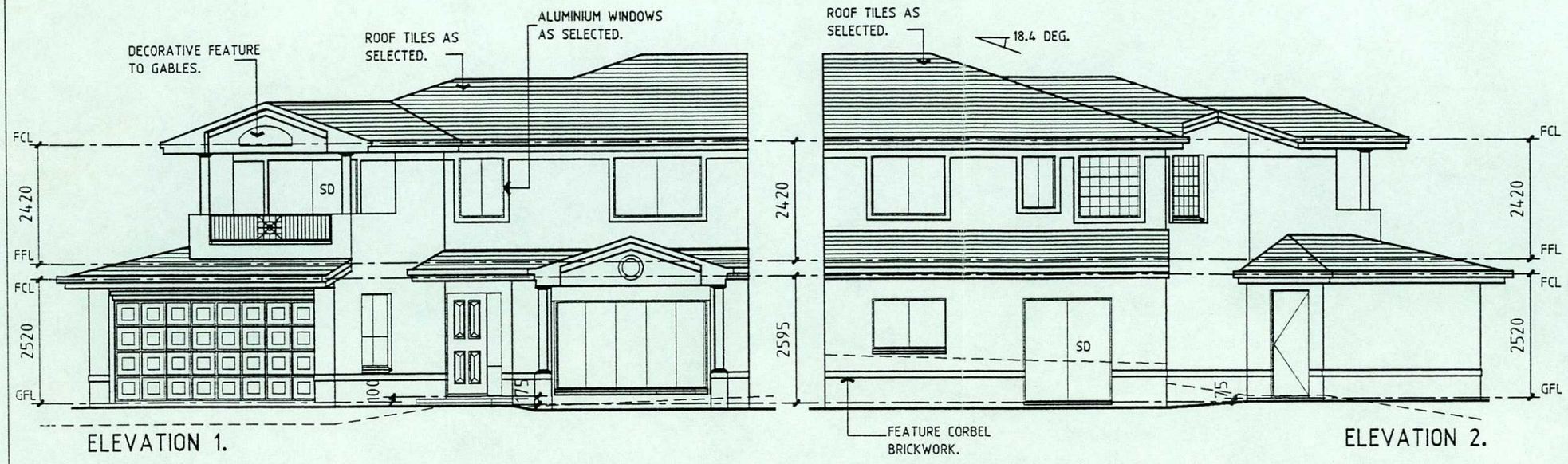
CLIENT:
Aventino Pty Ltd

DRAWING TITLE:
UNIT 1 Type F
Floor Plan

SCALE: 1:100	DATE: 29-10-97
DESIGNED: DM, FP	PLOT DATE: 12.5.98
DRAWN: FS	CHECK: / REV: A
JOB/DWG No: 97934-U1/2	

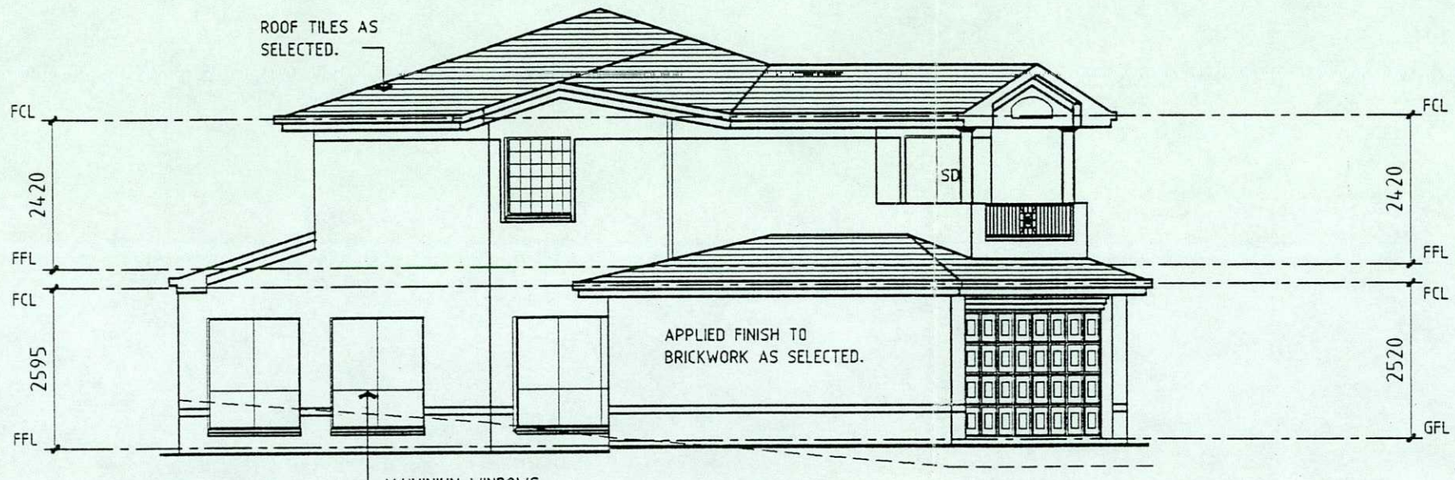
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☐ BUILDING APPROVAL.
☐ FOR TENDER.
☐ FOR CONSTRUCTION.

CAD FILE: c:\dwg\oztal\aventino\6-89-nich

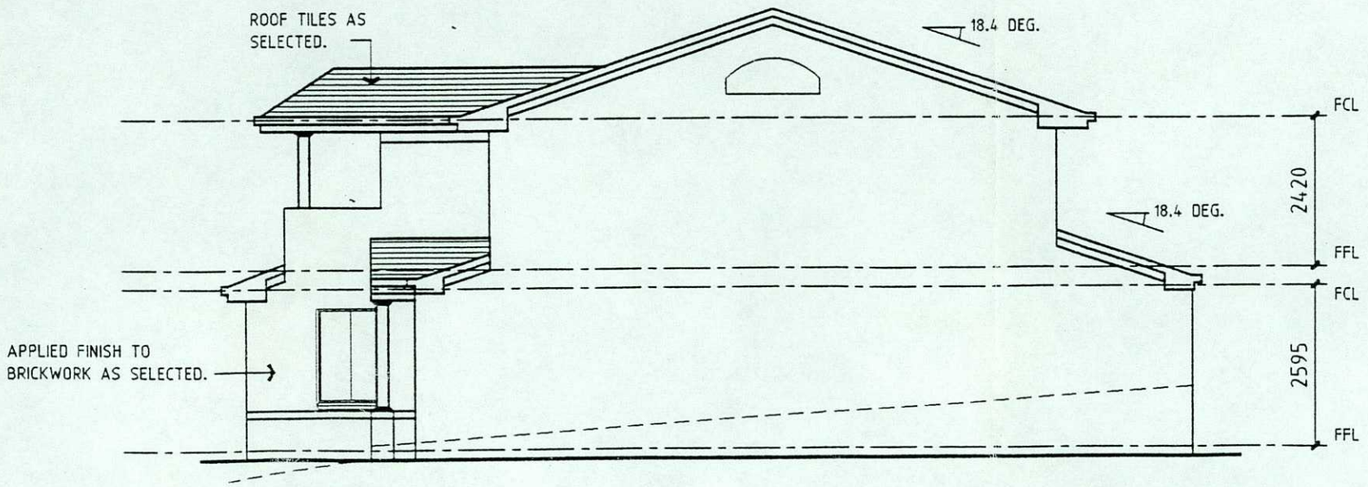


ELEVATION 1.

ELEVATION 2.



ELEVATION 3.



ELEVATION 4.

RECEIVED
10 MAY 1998

MADISON CONSTRUCTIONS
CONTROLLED DOCUMENT
No.

PROJECT:
Cluster Housing on
Block: 6
Section: 89
Nicholls
Harcourt Hill

PLANS No. 982344/A
Received ACT Building Control
-2 JUN 1998
ACT Government Services

NO:	DATE:	DESCRIPTION:	BY:	CH:

REVISIONS.

OZTAL
ARCHITECTS
ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

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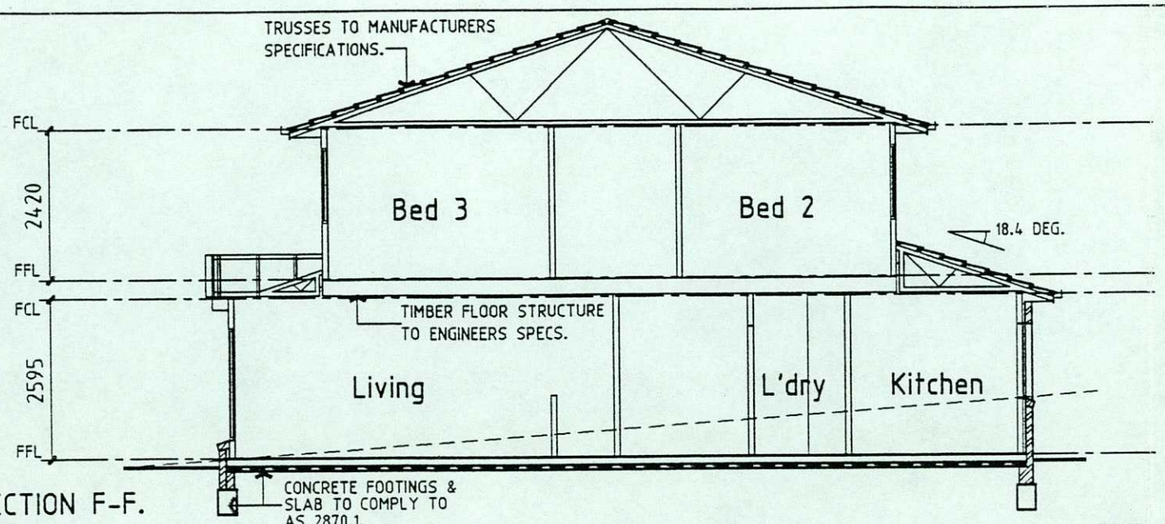
CLIENT:
Aventino Pty Ltd

DRAWING TITLE:
UNIT 1 Type F
Elevations

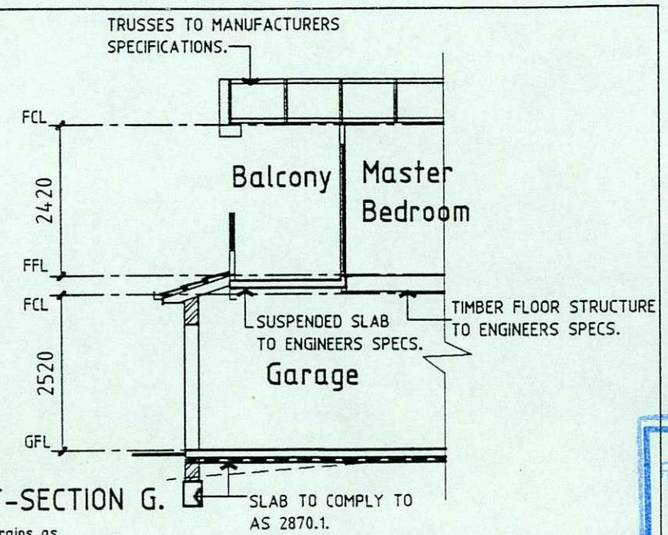
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DESIGNED: DM, FP		PLOT DATE: 25-3-98	
DRAWN: FS	CHECK:	REV: A	
JOB/DWG No: 97934-U1/3			

DRAWING STATUS:
- ☐ DEVELOPMENT APPROVAL.
- ☐ BUILDING APPROVAL.
- ☐ FOR TENDER.
- ☐ FOR CONSTRUCTION.

CAD FILE: c:\dwg\oztal\aventino\6-89-nich



SECTION F-F.



PART-SECTION G.

NOTES

General
Builder to provide all labour, materials, fittings, plant, tools, permits, insurances etc necessary for the proper completion of the work and ensure that all labour and materials in all trades are the best of their respective kinds.

Builder is to visit the site and inform himself of scope of work prior to commencing.

Follow figured dimensions on the drawings. Check and verify dimensions prior to starting any work.

Building setbacks and dimensions to be verified by surveyor prior to commencing any work.

Materials and workmanship to be in accordance with the Building Code of Australia , the A.C.T. Appendix and all other relevant codes.

Builder shall be responsible for the general water tightness of the entire works in all trades.

Footings
Footings to be in accordance with AS 2870 part 1

Footings to be taken down to solid ground.

Brickwork
Brickwork as selected to have an applied finish.

Generally 230x110x76mm bricks bonded in stretcher bond.

Mortar to comply with the requirements of relevant SAA codes.
cement mortar:
- 6 part sand
- 1 part cement
- 1 part lime

LINTELS FOR BRICKWORK
Where spans are up to 1500mm provide 150mm bearing onto brickwork .
Where spans are over 1500mm provide 230mm bearing onto brickwork.
Where steel angles are used ensure that the longer leg is placed vertical.

Span of opening		Lintel	
up to:	1200mm	76x10mm	bar
1201 to	1500mm	76x76x10	angle
1501 to	2400mm	127x76x10	angle
2401 to	3000mm	152x89x10	angle

Provide damp proof course at bearer seating level
Provide stepped cavity flashing with weep holes at 1200mm centres to the external brick skin at ground floor level, under window sills and in brickwork above windows.

External Steps to be 75mm reinforced concrete.
Riser: 172mm Going: 265mm min. unless otherwise noted.

Concrete Slab
Reinforced Concrete slab on ground to be constructed in accordance with AS 2870.1

Provide clean well consolidated fill under slab as required.
Where fill exceeds 400mm provide 230mmo brick piers on 400x400x250mm concrete pads at 1500 ctrs. with 2 layers (top&bottom) of reinforcing fabric in slab above piers.

0.2mm polyethylene moisture barrier under concrete slab.

Provide reinforced concrete strip footing or thickening in slab under load bearing walls as per AS 2870.1

First Floor Timber Floor
All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

20mm (nom) structural board sheet flooring

250 x 50 F7 oregon joists at 450 ctrs for spans not exceeding 4500mm or posi floor to manufactures spec.

Floor beams as indicated on drawings and to engineers specification.

Timber Stud work
All timberwork to comply with the requirements of AS 1684 National Timber Framing Code

90x35 Pine plates and nogging.
Provide second 90x45 top plate to all load bearing walls.

90x35 pine studs at 450 ctrs to all load bearing walls and at 600 ctrs to non-load bearing walls.
Provide 90x45 f8 studs to both sides of openings carrying lintels

F8 timber to walls supporting trusses with spans greater than 6 m.

50x38mm ceiling battens at 450 ctrs.

10mm Plasterboard wall and ceiling lining.

Fibrous cement sheet wall lining to eaves.

Roof
Trusses at 900mm ctrs. fixed to manufacturers specifications.

Lintel size to truss manufacturers charts.

18 .4 degree Roof pitch to match existing.

Roof tiles as selected.

Fascia and gutter as selected.

Plasterer/Internal Linings
Wall framing to all rooms to be covered with close joint linings: the joints being backed with either noggings or studs as required by manufacturer. All linings shall be securely fixed.

Plasterboard (min 10mm thick) wall and ceiling lining

Fibrous cement sheet wall lining to wet areas.

Provide cornice or as selected shall be fixed at intersections of all beam and wall junctions with ceilings.

Drainage and Plumbing
Provide all necessary drainage required for the discharge and connection to appropriate ties of sewerage, stormwater and other drainage services as required for the proper functioning of the facilities as required by the appropriate Authorities.

Provide all agricultural drains as required to divert water and moisture which may cause seepage to the building structure.

Provide all necessary plumbing materials and service required for the proper operation of all sanitary fixtures and fittings, water supply and reticulation, roof plumbing, flashings and the like as necessitated by the works.

Painter
Provide all painters work as required by the builder and as necessitated by the nature of the job. Work to be finished in the best manner, ensure surfaces are smooth and perfectly conditioned to take the applied finish.

Electrical
Supply erect and connect all necessary material to complete the electrical installation for its full satisfactory operation and in accordance with authorities requirements, relevant codes and regulations and as directed by the builder.

Forward all notices, arrange for all inspections as required by the relevant Authorities.

Smoke alarms are to be installed in accordance with BCA, Building note 19 and to comply with As 3786.
Smoke alarms are to be connected to mainspower with
battery back , and wired in accordance with AS 3000.

Windows
Provide all necessary materials , fixings frames, glazing, fly screens and the like conforming to all relevant trade practices and codes. Ensure the correct operation of windows, sliding doors and the like, ensuring correct protection from water and the like.

External
Ground levels, and steps are approximate only. Actual ground/site conditions to be verified prior to construction.

Fibrous cement sheet linings to eaves.

Landing on brick walls to be 100mm thick reinforced with 1 layer f718 mesh.

Brick courtyard walls to be 1800mm high. 230mm brickwork up to 500mm high above ground level and 110mm brickwork with engaged piers at 1500ctrs up to 1500mm height max.

Provide yard sumps as required.

Party Walls
Maintain a 90/90/90 fire rated party wall construction between units. The 270mm cavity brick wall is to be continuous from the concrete floor to the underside of roof tiles. Provide continuous fire stop to maintain a 90/90/90 rating between top of party wall and underside of roof tile. No timber tile batten is to cross party walls instead provide metal strap fixed to ends of tile batten.

If wall is penetrated by power outlets and the like provide an approved fire stop behind penetration to maintain a 90/90/90 rating.

All roof skylights are to be an minimum distance of 1000mm from any adjoining unit boundary.

RECEIVED
MADISON CONSTRUCTIONS
CONTROLLED DOCUMENT
No:

PROJECT:
Cluster Housing on
Block: 6
Section: 89
Nicholls
Harcourt Hill

PLANS/ No. 982344/A
Received ACT Building Control
-2 JUN 1998
ACT Government Services

NO:	DATE:	DESCRIPTION:	BY:	CH:

REVISIONS.

OZTAL ARCHITECTS
ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

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CLIENT:
Aventino Pty Ltd

DRAWING TITLE:
UNIT 1 Type F
Sections - Notes

SCALE:	1:100	DATE:	29-10-97
DESIGNED:	DM, FP	PLOT DATE:	5-12-97
DRAWN:	FS	CHECK:	REV:
JOB/DWG No:	97934-U1/4		

DRAWING STATUS:
- ☐ DEVELOPMENT APPROVAL.
- ☐ BUILDING APPROVAL.
- ☐ FOR TENDER.
- ☐ FOR CONSTRUCTION.

CAD FILE: c:\dwg\oztal\aventino\6-89-nich

DRAINAGE PLAN NO. 100904

PLAN OF SANITARY DRAINAGE
&
PLAN OF WATER SUPPLY

FOR

AVENTINO P/L

Block 6 Section 89 NICHOLLS

SHEET 2 OF 2 Scale 1:200

All work must be carried out in conformity with the Canberra Sewerage and Water Supply Regulation

DESIGNED TO AS 3500

DAM

DETAIL 'A'

PROPOSED 100Φ CONNECTION BY ACTEW AT CONTRACTORS EXPENSE

EXIST 225Φ MAIN

HOT WATER UNIT
REFER TO ARCHITECTURAL PLANS FOR LOCATION

PLUMBER TO ALLOW FOR 2x HOSE COCKS TO

DRAINER TO ALLOW FOR ONE 300x300 YARD SUMP TO EACH TOWN HOUSE YARD.

NOTE:
REFER TO CIVIL DRAWINGS AND AS3500 FOR ROAD SUMPS PROVIDE HEAVY DUTY COVERS IN ROAD WAYS

UPPER FLOOR
UNIT 17,19,20

UPPER FLOOR
UNIT 18,16

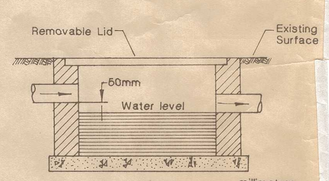
UPPER FLOOR
UNIT 1

UPPER FLOOR
UNIT 2

SVP Q - UPVC
VARIATIONAL SINGLE STACK
UNIT 1

NOTE:
SIZE OF STORMWATER SUMPS ARE TO COMPLY WITH AS 3500.3 TABLE 4.1

DEPTH TO INVERT OF OUTLET		WIDTH	LENGTH
> 600	≤ 600	450	450
> 900	≤ 900	600	600
	≤ 1200	600	600
	> 1200	900	900



millimetres

Nominal size of outlet	Minimum Internal Dimensions		
	Width	Length	Depth below invert of outlet
DN 100 and DN 150	600	1000	450
DN 225	700	1000	450
DN 300	800	1000	450
DN 375	1000	1200	550

MINIMUM INTERNAL DIMENSIONS FOR SILT ARRESTORS

CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS SUB - REGULATION 18 (1)

HOUSE CONNEXION SEWERS APPROVED

ENGINEER 23-12-1998

DRAWN: 5/98 REF: D924

CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS SUB - REGULATION 97 (1)

DOMESTIC WATER SUPPPLY APPROVED

ENGINEER 19

Designed by BIRD MOORE & PARTNERS

CAD FILE: \dwg\certificate\aventino-ub-89-nicholls-plan-2

PAYMENT PENDING
As per terms and conditions in the
Residential Reports Client Guarantee

Tax Invoice

Residential REPORTS

Inspection Number 45936
Please ensure this number is used when making payment

11 February 2026
Sian Day
For the Property at: 1/27 Temperley Street Nicholls ACT 2913

PRE-ASSESSMENT + RAPID INSPECTIONS PACKAGE	
Pre-Assessment Inspection & Report (Vendor's expense $500 + gst)	**$550.00**
Access Canberra conveyancing fees (no GST)	181.00
Property Inspection and Report (package price)	520.00
Timber Pest Inspection and Report (package price)	490.00
Building Compliance Inspection and Report (package price)	475.45
First Rate Energy Efficiency Inspection & Report	0.00
Subtotal	1,666.45
Total GST	148.55
TOTAL INC GST	**$2365.00**

Thank you for your business
We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

No Pay Package Conditions: This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
PEXA	To avoid unallocated payments please use reference number: **45936**
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: **45936 IMPORTANT: PLEASE ensure this unique ID is used**

Without a Roof

A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM
Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited **ABN** 38 609 880 122
35 Poynton Street Hughes ACT 2605 **p** 6288 0402 info@residentialreports.com.au
Member- Master Builders Association & The Australian Environmental Pest Managers Association

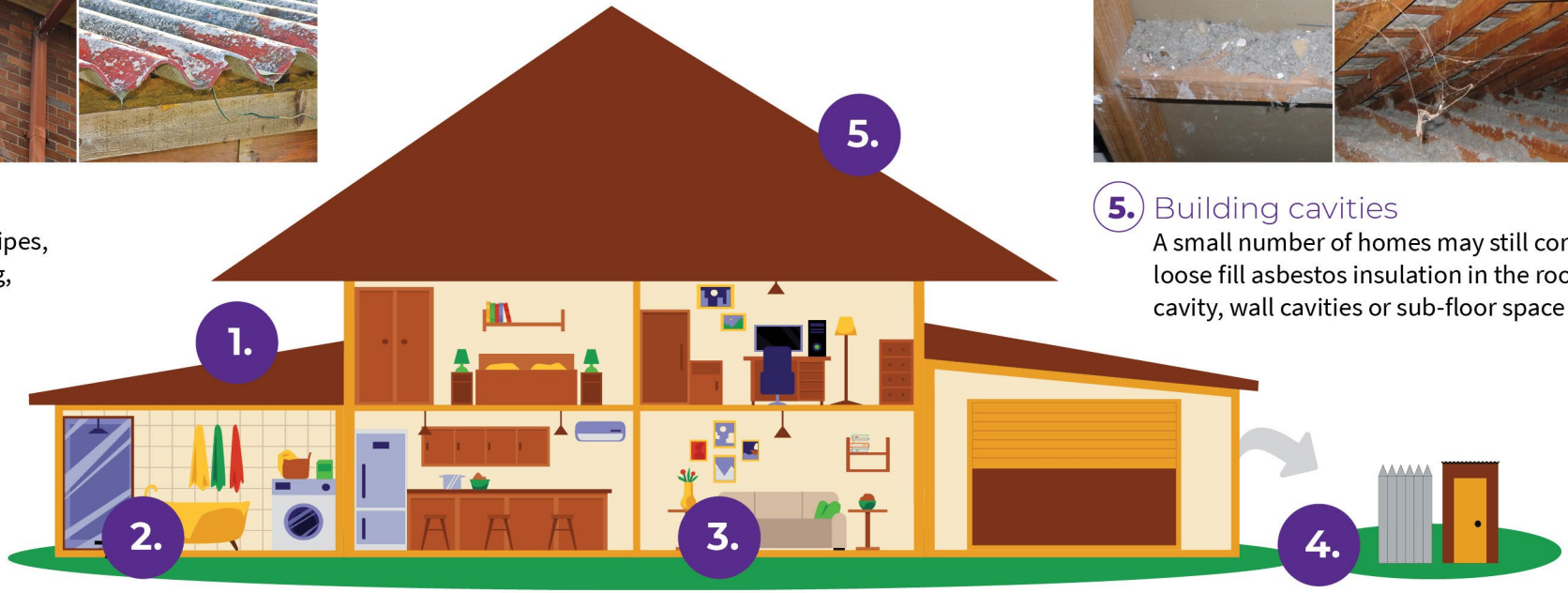
If a home was built before 1990
it may contain dangerous asbestos material

ACT Government

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

ACT Government

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

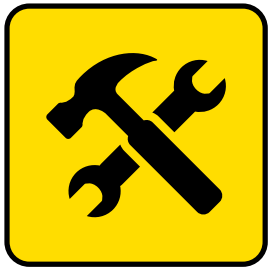
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation

Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

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

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