

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		11	58	34	32	Campbell
		and known as 11/135 Blamey Crescent, Campbell ACT 2612				
Seller	Full name	Jamie Barrett Driscoll				
	ACN/ABN					
	Address	13 Sturt Street, Collingwood VIC 3066				
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	Harrington Hall Lawyers Trust Account				
Seller Agent	Firm	Auction Advantage				
	Email	contact@auctionadvantage.com.au				
	Phone	1300 145 561	Ref: Frank Walmsley/Maya Zielinski			
	DX/Address	11/160 Lysaght Street, Mitchell ACT 2911				
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, light fittings - as inspected				
Date for Registration of Units Plan		Not applicable				
Date for Completion		On or before 30 days from the Date of this Contract				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☒ No		☐ Yes	

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

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)		☐ 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	Civium Strata	Phone	1300 724 256
Address	Locked Bag 8300, Canberra ACT 2601		

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	☐ No	☐ Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

 - a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
 - a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

Excluded Change has the meaning in section 259A(4) of the Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Land Titles Act means the *Land Titles Act 1925* (ACT);

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning Act 2023* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Property Act means the *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT);

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller's property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

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

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

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

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

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

13.5.3 the parties must conduct the Electronic Transaction:

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

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination — Seller default

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

21. Rescission

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

22. Damages for delay in Completion

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

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

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

23. Foreign Buyer

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

24. GST

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

34. Damage or destruction before Completion

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

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

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

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

- 52.5 If the First Instalment of the Deposit is:

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

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

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

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

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

53. Residential Withholding Tax

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

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

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

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

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

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

* Alter as necessary

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

Unit 11 UP No. 58
Block 34 Section 32 Campbell
11/135 Blamey Crescent, Campbell ACT
2612

SPECIAL CONDITIONS

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. MISCELLANEOUS TERMS

- 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
- 7.2. Any provision of this contract capable of taking effect after the completion of this Contract (including but not limited to the indemnities given by the Buyer) does not merge on such completion but rather continues in full force and effect.
- 7.3. Attached is a copy of the invoice for the cost of obtaining the building, pest and EER report in respect of the Property (Building Report). The Buyer must pay to the Seller the cost of obtaining the Building Report on completion.
- 7.4. The parties acknowledge that the adjustment provisions of clause 8 shall not merge on completion. Without limiting the generality of the foregoing, the parties agree to make a further adjustment in the event it is discovered after completion that the adjustments made pursuant to clause 8 were inaccurate or incorrect.

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

Volume 550 Folio 11 Edition 5**AUSTRALIAN CAPITAL TERRITORY**
TITLE SEARCH**LAND**

Campbell Section 32 Block 34 on Deposited Plan 919 with 36 units on Unit Plan 58

Unit 11 (Class A) entitlement 35 of 1000, 0 subsidiaries

Lease commenced on 14/02/1975, terminating on 24/09/2061

Proprietor

Jamie Barrett Driscoll

35/279 Flemington Road Franklin ACT 2913

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
19/03/2025	3370770	Mortgage to COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

End of interests

Volume 550 Folio 37 Edition 1**AUSTRALIAN CAPITAL TERRITORY**
TITLE SEARCH**LAND**

Campbell Section 32 Block 34 on Deposited Plan 919 with 36 units on Unit Plan 58

Lease commenced on 14/02/1975, terminating on 24/09/2061

COMMON PROPERTY**Proprietor**

The Owners - Units Plan No 58

Independent Body Corporate GPO Box 1539 Canberra, City ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTSOriginal title is **Volume** N/A **Folio** N/A

Registered Date	Dealing Number	Description
13/11/2007	1552123	Application to Note Special Resolution
01/11/2012	1826312	Application to Note Special Resolution - Refer Instrument

End of interests

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



SR1552123

30/10/2007 09:15:30 C

1552123

SR

Form 094

SPECIAL RESOLUTION

INSTRUMENT NO. 1552123

CHG 10/1/1539

CANONICAL Box Number 2601

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
550:370	CAMPBELL	32	34

2. UNITS PLAN NUMBER

UNIT PLAN 058

3. DETAILS OF AMENDMENT

ADDITIONAL ARTICLE 6

4. SUPPORTING DOCUMENTATION

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

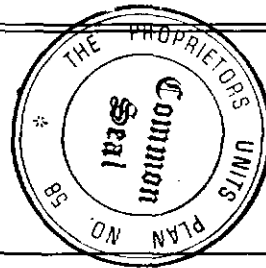
5. DATE

26 OCTOBER 2007

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of



By being signed by:

Signature	
Full Name (Block Letters)	LORRAINE HENDERSON
Address	38 LONGSTAY VILLAGE SYMONSTON
Office Held	BODY CORPORATE MANAGER

Signature	
Full Name (Block Letters)	GERALDINE JONES
Address	37 HANRAHAN CRESCENT DUNLOP
Office Held	ADMINISTRATION OFFICER

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	MINUTES
Data Entered by		Attachments Lodged	
Examined by		Certificate of Title Lodged	
Registered by		Registration Date	13 NOV 2007

**MINUTES OF A REDUCED QUORUM ANNUAL GENERAL MEETING
UNITS PLAN 058**

Held: Monday 8th October 2007 at 5.40pm
1st Floor, Independent Body Corporate, Ethos House, 28-36 Ainslie Avenue, Canberra City

Present: Ms S Stewart, Ms S Thomas, Ms L McHugh and Mr Steven Wiebe – Managing Agent

Chair: Ms Stewart agreed to chair the meeting

Proxies: Ms D Ferris (Unit 29) & Mr J Pflugradt (Unit 35) nominated Ms L McHugh
Mr N & Mrs J Boston (Unit 36) nominated the Chair

Appologies: Ms A Mocnik

Quorum: As less than 50% of owners were represented at the meeting it was decided to proceed with a **Reduced Quorum Meeting** (Unit Titles Act 2001 S.99 (2). Decisions made at this meeting will become effective 21 days after the meeting date. A reduced quorum decision will be disallowed if the owner's corporation receives a petition signed by a majority of owners who are financial and entitled to vote at the meeting and which is received within this 21 day period

Please Note – The levies for the first quarter will not be sent with these Minutes but will be posted after the 21 day period.

Minutes of the Previous Annual General Meeting:

The minutes of the annual general meeting of 21 September 2007 had been distributed to all owners.

MOTION 1: That the minutes of the last annual general meeting be taken as

CARRIED

Matters Arising from the Minutes

It was agreed that all items arising from the minutes would be deferred to the incoming committee.

Insurance:

The Managing Agent informed the Owners present that the complex was currently covered for \$4,030,000.00, and common contents cover of \$41,000.00. The meeting agreed that this was adequate.



Financial Report:

The financial statements show a balance of \$- 2,231.84 in the Administration Fund and \$23,790.93 in the Sinking Fund. Current cash at bank \$20,778.11. Levy in Arrears (accounts receivable) shows \$889.25. The Meeting requested that further letters be sent to Owners in arrears with the signatures of the committee affixed. It was also agreed that the expenditure for the Gutter Cleaning (6-1350) and the replacement Gutter (6-7078) be transferred from the Admin account to the Sinking fund. The Managing Agent informed the meeting that this would not appear on the financials for 06-07 but will show as a transfer in the financials for 07-08.

MOTION 2: That the financial reports be accepted as presented.

Moved: Ms Stewart

Seconded: Ms McHugh

CARRIED

Budget Debate:

The proposed budget was discussed at length. The Managing Agent informed the meeting that this budget was derived from the previous year's expenditure, and also included allowances for increases to utilities and services. The meeting agreed that the budget was adequate and approved the budget without amendment. The Managing Agent also informed the meeting that the Sinking fund budget would need to be increased to align with the Unit Titles Act. The Managing Agent apologised for the misprint.

MOTION 3: Special Resolution: That the proposed budget of \$38,000.00 Administration Fund and \$4,000.00 Sinking Fund be accepted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 September 2007, and to be contributed in accordance with the unit entitlements and at quarterly, being 1 November, 1 February, 1 May, 1 August

Moved: Ms Stewart

Seconded: Ms Thomas

CARRIED

Appointment of Managing Agent:

MOTION 4: That Independent Body Corporate be appointed Managing Agents until the next Annual General Meeting.

Moved: Ms Stewart

Seconded: Ms McHugh

CARRIED

Addition to Articles:

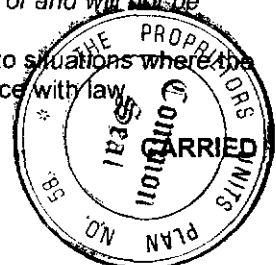
MOTION 5: Special Resolution: That the following clause be inserted into the Articles of the Owners Corporation as Article 6:

- 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.*
- 1.2 *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.*
- 1.3 *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

Moved: Ms Stewart

Seconded: Ms McHugh



Election of Committee:

The following proprietors were elected to form the committee:

Linda McHugh, Alexandra Stewart, Denise Ferris, Susan Thomas and subject to acceptance Wendy Bannister and Massimiliano Bertuol

General Business:

Bike Cull: Ms McHugh informed the Managing Agent that the letter for the Bike cull had not been received by the residents at the complex. The Managing Agent apologised for this stating that due to an administrative error, it was forwarded to another complex. The Managing Agent will arrange for another letter to be forwarded to all residents and owners at the complex.

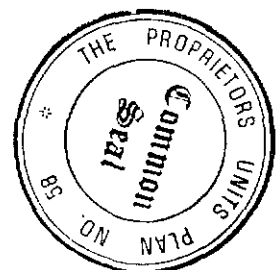
Unregistered Vehicle: The meeting noted that the White Holden Berlina without registration plates was still parked in the parking area. The meeting informed the Managing Agent that previous correspondence had been forward to all residents in relation to the vehicle. The Managing Agent was requested to investigate the outcome of the correspondence and inform the Committee.

Gardener/ Caretaking: The Managing Agent was requested to update the Caretaking specification to include the weekly cleaning of the Laundry room. It was also requested that the Managing Agent arrange for updated quotes for the Gardening and for the Caretaking of the complex. These will be forwarded onto the incoming Committee.

Also, it appears that a number of the external lights have blown and have not been replaced. The Managing Agent was requested to arrange for these to be repaired.

Pine Tree on Blamey Crescent: The meeting also noted that the pine leader had not yet been removed. The Managing Agent was requested to follow this up with the contractors.

There being no further business the meeting closed at 6.40pm





ACT
Government

Justice and Community Safety

OFFICE OF REGISTRATION
ACT Justice and Community Safety



SR\$1826312

22/10/2012 12:52:57 TAUNL

1826312

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Independent Body Corporate Services Pty Limited	Ground Floor, 91 Northbourne Avenue Turner	02 62091515

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
SSD137	CAMPBELL	32	34	058

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

Adopt Default Rules 2011, amend rules 4 and 11, add new rule 12

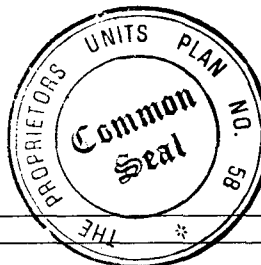
SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



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

Signature 	Signature
Full Name LORRAINE HENDERSON	Full Name GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held ADMINISTRATION MANAGER	Office Held ADMINISTRATION ASSISTANT

OFFICE USE ONLY

Lodged by 	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by 		
Registered by 	Registration Date	1 NOV 2012

Unit Titles (Management) Act 2011

NOTICE OF REDUCED QUORUM DECISIONS

Part A - Details of reduced quorum decisions

A1 - The Owners Units Plan No: 058

A2 - Annual General / General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made on: *Tuesday, 2 October 2012*

Tick applicable box, or both boxes if applicable:

☒ **Regularly convened** - The Annual General / General meeting was regularly convened (not following any adjournment under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

☐ **Convened After Adjournment** - The Annual General / General meeting was convened following an adjournment or adjournments (under Schedule 3.9 (3) of 6 (a), Part 3.1, Schedule 3 of the Unit Titles (Management) Act 2011).

A3 - Reduced Quorum Decisions

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

Date of decision: *Tuesday, 2 October 2012*

Full text of reduced quorum decision (See attached Minutes)

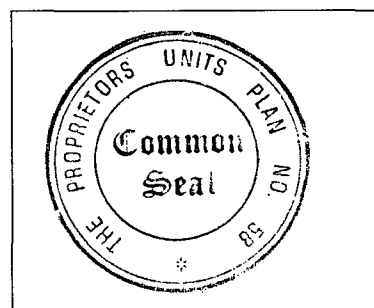
A4 - Owners Corporation Declaration

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

Dated: *3 October 2012*

Signature: _____

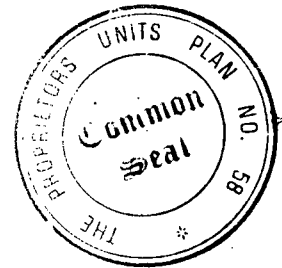
Designation: *Strata Manager*



Seal

**MINUTES OF ANNUAL GENERAL MEETING
UNITS PLAN 058 "LYNDON COURT"
135 BLAMEY CRESCENT, CAMPBELL**

- Held:** Tuesday, 2 October 2012 at 5.30 pm
Independent Body Corporate, Ground Floor, "UNISYS" Building
91 Northbourne Avenue, Turner (cnr. Gould Street)
- Present:** Mrs A. Mocnik (Unit 3), Mr R. Trower (Unit 5), Ms D. Ferris (Unit 29) and
Ms J. Lindsay representing Independent Body Corporate Services
- Proxies:** Mr C. Savage and Ms S., Bunker (Unit 4) appointed the Chair
Ms W. Bannister (Unit 6) appointed the Chair
Mr M. Peters and Ms S. Thomas (Unit 17) appointed the Chair
Mr C. Williams and Ms R. Jackson (Unit 20) appointed the Chair
Mr J. and Ms L. Peacock (Unit 24) appointed the Chair
Mr R. and Mrs M. Brooks (Unit 30) appointed the Chair
Mr J. Pfugradt (Unit 35) appointed the Chair
Mr N. and Mrs J. Boston (Unit 36) appointed the Chair
- Apologies:** None
- Chair:** Mr Trower chaired the meeting
- Quorum:** A quorum was not present. However the meeting proceeded with a Reduced
Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).



Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES OF PREVIOUS ANNUAL GENERAL MEETING -

The minutes of the Annual General Meeting dated Wednesday, 28 September 2011 had been distributed to all owners.

MOTION 1: It was resolved that the Minutes of the previous Annual General Meeting be adopted.
CARRIED

MATTERS ARISING FROM MINUTES -

None

Insurance :

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

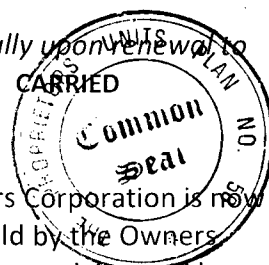
Policy No: 46055	Due date – 15/10/2012
Building replacement	\$5,921,000.00
Contents	\$60,000.00
Public liability	\$10,000,000
Workers Compensation	In accordance with the Act
Excess	\$100.00

Note - Unit owners are responsible to take out their own contents (including carpet, internal paintwork, all furnishings and fittings) and liability cover within their unit. The insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and common property.

MOTION 2: It was resolved that the Owners Corporation of UP 058 agree to retain internal paint work as an insurable item in the current policy at an additional cost as indicated by the Insurer.

CARRIED

MOTION 3: It was resolved that the level of insurance be increased annually upon renewal to the figure as suggested by the insurer.

**Insurance Excess**

Pursuant to Section 100 of the Unit Titles (Management) Act, the Owners Corporation is now responsible for all excess on any insurance claims made on the policy held by the Owners Corporation. Please note that whilst we are unable to determine how many claims will be made on the policy, the budgeted amount has been determined by the previous financial year claims.

Office Bearers

The purpose of this addition to the current insurance policy held by the Owners Corporation is to protect members of an Executive Committee, known as office bearers for decisions pursuant to section 47 of the unit Titles (Management) Act.

MOTION 4: It was resolved that the Owners Corporation of UP 058 obtain Office Bearers insurance at an accepted level of coverage.

FAILED

The Owners present discussed the obtaining of Office Bearers insurance and agreed that it wasn't necessary.

Financial Report

MOTION 5: It was resolved *that the financial statements be accepted as presented.*

CARRIED

Investment of Funds

MOTION 6: Special Resolution It was resolved *that the Executive Committee be authorised to make determinations concerning investment of surplus funds into appropriate interest bearing accounts for Units Plan 058.*

CARRIED

Budget Debate - Administrative Fund

MOTION 7: It was resolved *that the proposed Administrative Fund budget of \$48,803.00 (excl. GST) be adopted.*

CARRIED

Administrative Fund Levy Contribution

MOTION 8: It was resolved *that the corporation determine a levy equal to the approved budget for the twelve month period, commencing 1 September, 2012, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 February, 2012 then 1 February, 1 May and 1 May, 2013.*

CARRIED

Budget Debate - Sinking Fund

MOTION 9: It was resolved *that the proposed Sinking Fund budget of \$27,000.00 (excl. GST) be adopted.*

CARRIED

Sinking Fund Levy Contribution

MOTION 10: It was resolved *that the corporation determine a levy equal to the approved budget for the twelve month period, 1 September, 2012, and to be contributed in accordance with the unit entitlements at quarterly intervals, being 1 February, 2012 then 1 February, 1 May and 1 May, 2013.*

CARRIED

Strata Management Agency Agreement

Section 55 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act requires a Strata Managing Agent to have a written agreement with its client. The current agreement in place was signed 14 October 2010 and expires 13 October 2013.



EBIX Trades Monitor

MOTION 11: It was resolved *that the services of EBIX Trades Monitor be engaged to audit contractors to ensure compliance with insurance and licencing requirements, at an annual cost of \$73.00 (plus GST).*

CARRIED

Election of Committee

Under Section 34 of the Unit Titles (Management) Act 2011, it is legislated that the Executive Committee has a Chair, Secretary and Treasurer for the 12 month period with the position of Chair having casting vote rights. These positions are elected at the first formal meeting of the

Executive Committee following the Annual General Meeting. Please find attached a copy of the roles as per the Act.

MOTION 12: It was resolved that the Owners Corporation of Units Plan 058 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

CARRIED

The following Owners will form the Executive Committee:

Mrs Anna Mocnik (Unit 3)

Mr Rodney Trower (Unit 5)

Ms Denise Ferris (Unit 29)

Rule Amendments and Additions (see "Attachment A") -

On 31 March, 2011, the Unit Titles (Management) Act 2011 came into force and, as such, we have included the following Motions:

MOTION 13: *Special Resolution*: It was resolved that the Owners Corporation of Units Plan 058 adopt the Default Rules of the Unit Titles (Management) Act 2011.

CARRIED

MOTION 14: *Special Resolution*: It was resolved that Rule 4 of the Default Rules be amended to read as follows:

CARRIED

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~~ **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.

MOTION 15: *Special Resolution*: It was resolved that Rule 11 of the Default Rules be amended to include Clause 2(a) and reads as follows:

CARRIED

11 Seal of Owners Corporation

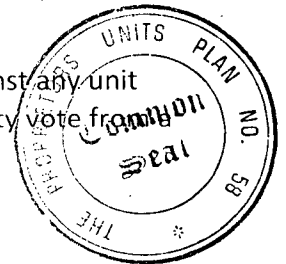
(2) Managing agent may affix seal—

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

MOTION 16: *Special Resolution:* It was resolved that the additional Rule (Rule 12) be inserted into the Default Rules as follows and that all costs for registering being expended from the Administrative Fund: **CARRIED**

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.



General Business:

Cleaning and Gardening:

Concerns were raised as to the standard of the cleaning and gardening at the complex. It was noted that both areas had deteriorated over the last twelve months and that there didn't appear to be value for the costs charged by the contractors. The managing agent was requested to obtain quotes for both services and forward to the committee for a decision.

It was agreed that the garden especially on the Chauvel Street side is in desperate need of upgrading. Once a decision has been made on contractors a garden upgrade plan will need to be implemented.

Guttering:

Quotes were obtained for cleaning of the gutters at Lyndon Court:

Canberra Roofing Men	\$2,310.00
Cutting Edge	\$2,310.00

Quotes were also submitted by Cutting Edge for the following:

Supply and fit roof access hatches to both blocks	\$4,416.81
Repairs to East Block	\$ 288.67

Mr Trower will discuss the various quotes from Cutting Edge and advise the committee accordingly.

It was agreed that once the information has been received the committee will arrange for the gutters to be cleaned and any other work required.

Abandoned Vehicle:

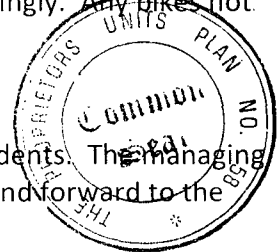
It appears that a Hyundai Xcel has been abandoned in the car park. The managing agent was requested to commence the abandoned vehicle procedure.

Bike Audit:

It was noted that there are a few bikes which haven't been used for quite some time. The managing agent was requested to write to all Owners/residents accordingly. Any bikes not claimed after three months will be donated to charity.

Laundry Light:

It was noted that the light in the laundry is being left on by various residents. The managing agent was requested to obtain a quote for a timer for the light switch and forward to the committee for a decision.



Laundry Taps:

The managing agent was requested to arrange for the plumber to attend to the leaking laundry taps.

Various issues raised by an Owner:

Broken Hand Rail:

Mr Trower will investigate and advise the committee accordingly as this has not been noted previously.

Black marks on internal walls:

It has been noted that there are scuff marks on the various walls but at this stage it was agreed that the walls do not need repainting.

Broken Tile lip near unit 11:

The managing agent will arrange for someone to investigate and advise what action is required.

Laundry Doors:

It was agreed that the doors are marked but do not require replacing at this stage.

Secretarial Note: Both laundry doors were replaced in March 2009.

Unit Front Door:

The Owner requested a new fire rated front door be installed at the Owners Corporation expense. The managing agent was requested to advise the Owner that it is her responsibility for the replacement of the door and screen door (if applicable). The replacement of both doors must match the other doors at the complex.

Uneven Paths:

It was noted that tree roots could be the cause of the paths in various areas lifting. The managing agent was requested to obtain quotes and forward to the committee for a decision.

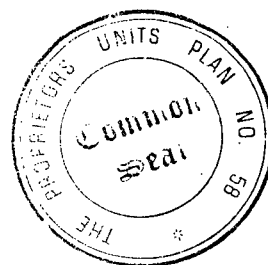
Internal Wiring:

The Owner raised concerns regarding the wiring inside her unit. It was agreed that it was up to the individual Owners to ensure that their unit is safe.

Living at Lyndon Court:

It was agreed that although Lyndon Court is an old complex there was a certain charm that the Owners present would like to keep. It was agreed that with upgrading of the external grounds and cleaning the complex should lose its tired looking appearance.

Meeting closed at 6.45pm



Default Rules

[Attachment A]

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~~ **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

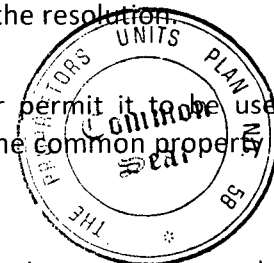
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

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

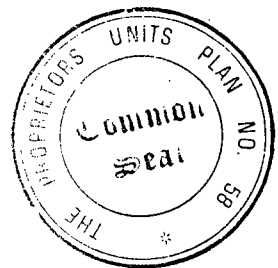
- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (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

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.



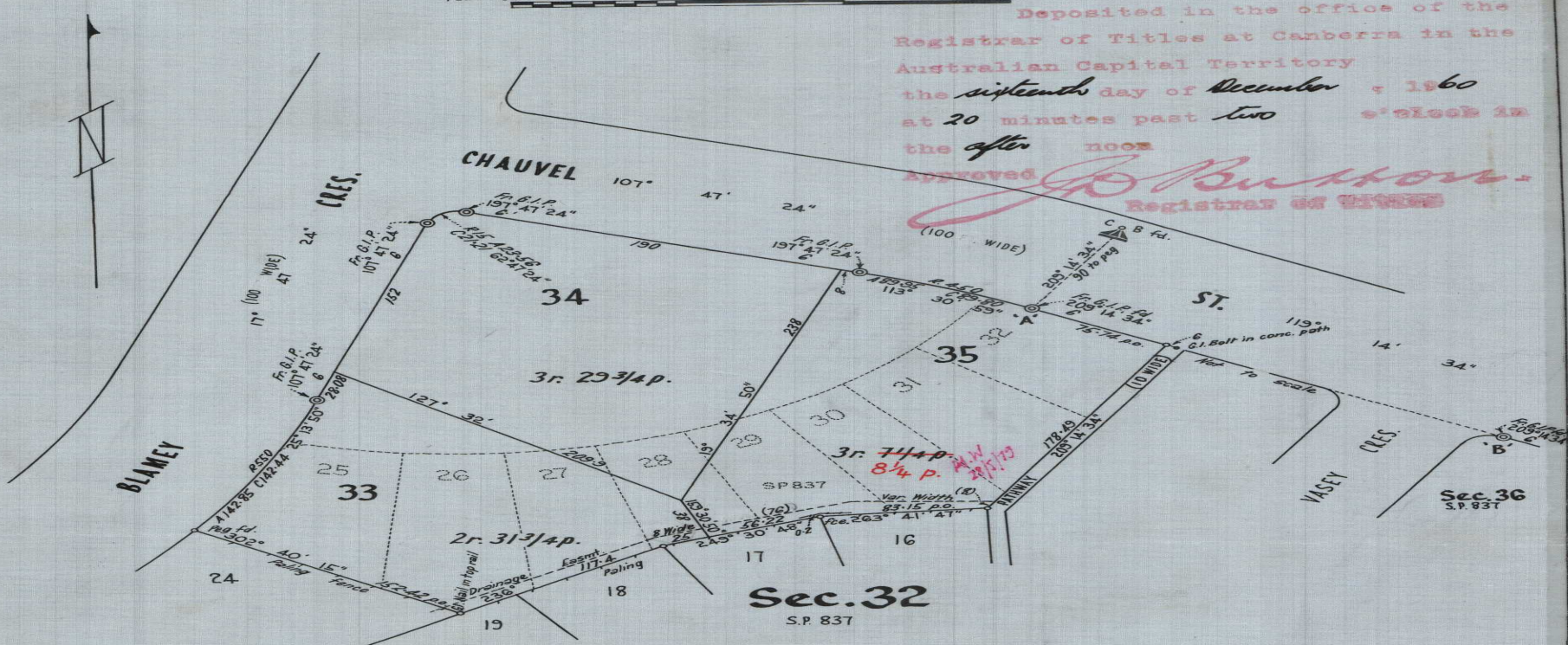
DEPOSITED PLAN N^o SP 919
(Amends Pt. S.P. 837)

Plan of
Blocks 33, 34 & 35, Section 32 (as amended)

**DIVISION OF CAMPBELL
CANBERRA CITY DISTRICT
AUSTRALIAN CAPITAL TERRITORY**

Scale
FEET 80 0 80 160

Deposited in the office of the
Registrar of Titles at Canberra in the
Australian Capital Territory
the sixteenth day of December 1960
at 20 minutes past two o'clock in
the after noon
Approved [Signature]
Registrar of Titles



Declared at Canberra the 18th day of November 1960
before me

[Signature]
Commissioner for Declarations under
the Statutory Declarations Act 1911/1922

I certify that this plan is the plan prepared in accordance
with sub-section 3 of section nine of the Districts Ordinance 1927/42

Commonwealth Surveyor General

I, John Patrick Troy of Canberra in the Territory for the Seat
of Government of the Commonwealth of Australia, a surveyor specially licensed by
the Commonwealth under the provisions of the Real Property Ordinance 1925/57 hereby
solemnly and sincerely declare (a) that all boundaries and measurements shown on
this plan are correct (b) that all survey marks found and relevant physical objects
on or adjacent to the boundaries are correctly represented (c) that all physical objects
indicated exist in the positions shown (d) that the whole of the material facts in relation
to the land are correctly represented (e) that the survey has been made (1) by me (2)
under my supervision, and completed on the 25th day of October 1960 and the
reference marks have been placed as shown hereon.
And I make this solemn declaration by virtue of the Statutory Declarations Act
1911/1922 conscientiously believing the statements contained therein to be true in every
particular

Azimuth A.B.
Strom Meridian

[Signature]
Licensed Surveyor

Drawn by CAG Date 9.11.60
Examined by [Signature] Date 2.11.1960
FIELD BOOK: K1689

FORM 1

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 58

Block 34 Section 32 Division of CAMPBELL
 Register Book Volume 113 Folio 34 Deposited Plan No. 919

Address of the Corporation for service of documents AUSTRALIAN LANDTRUSTS LTD.
70. L.J.HOOKER. LTD. 37 NORTHBOURNE AVE. CANBERRA CITY.

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

Dated this TWENTY - THIRD day
 of SEPTEMBER, 1974.

Michael Wells
 Registered Surveyor

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

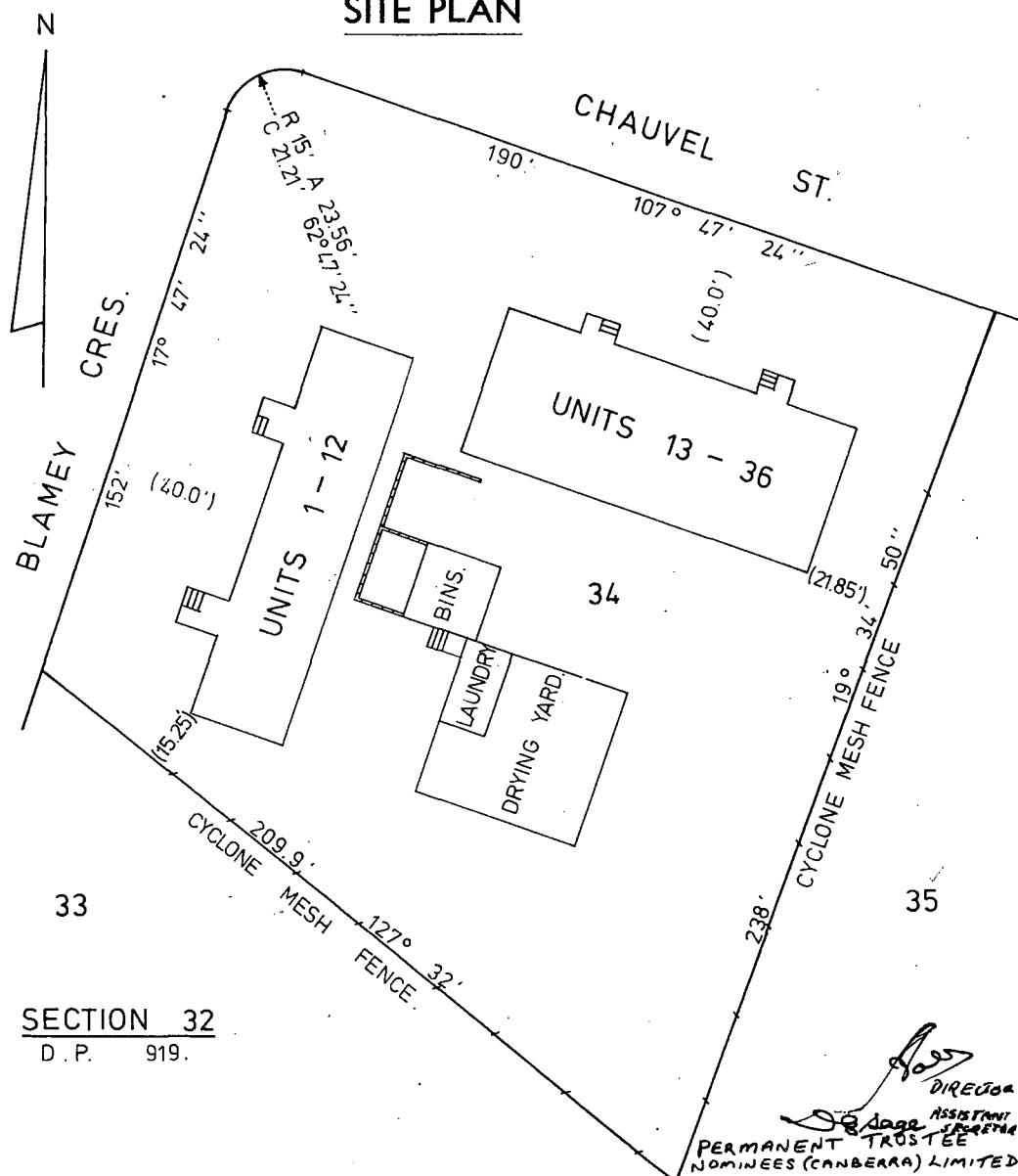
Dated this twenty third day
 of January, 1975.

Delegate of the Minister of State for the Interior
CAPITAL TERRITORY

Registered by me on the
fourteenth day of February, 1975,
 at Ten minutes past Ten o'clock
 in the fore noon, the number allocated to the
 Units Plan being No 58.

The terms of the leases of the units and the lease of the common property expire on the Twenty fourth
 day of September 2014.

[Signature]
 Registrar of Titles

SITE PLAN

SECTION 32
 D.P. 919.

Scale: 40 feet to the inch.

[Signature]
 DIRECTOR
 ASSISTANT SECRETARY
 PERMANENT TRUSTEE
 NOMINEES (CANBERRA) LIMITED
AUSTRALIAN LANDTRUSTS LTD.
 Applicant

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 58

SCHEDULE OF UNIT ENTITLEMENTS

Block 34, Section 32, Division of CAMPBELL

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
1	33	NIL	550	1
2	33	NIL	550	2
3	35	NIL	550	3
4	35	NIL	550	4
5	35	NIL	550	5
6	35	NIL	550	6
7	33	NIL	550	7
8	33	NIL	550	8
9	35	NIL	550	9
10	35	NIL	550	10
11	35	NIL	550	11
12	35	NIL	550	12
13	23	NIL	550	13
14	24	NIL	550	14
15	24	NIL	550	15
16	23	NIL	550	16
17	23	NIL	550	17
18	27	NIL	550	18
Aggregate				

PERMANENT TRUSTEE NOMINEES (CANBERRA)
~~AUSTRALIAN LAND TRUSTS LTD LIMITED~~
[Signature]
Applicant

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

Dated this twenty third day of January, 1975

[Signature]
Delegate of the Minister of State for the Interior
CAPITAL TERRITORY

The Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 550 Folio 37.

[Signature]
Registrar of Titles

FORM 2

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 58

SCHEDULE OF UNIT ENTITLEMENTS

Block 34, Section 32, Division of CAMPBELL

Column 1			Column 2	
Unit No.	Unit Entitlement	Unit Subsidiaries	Certificate of Title	
			Volume	Folio
19	27	NIL	550	19
20	23	NIL	550	20
21	23	NIL	550	21
22	27	NIL	550	22
23	27	NIL	550	23
24	23	NIL	550	24
25	23	NIL	550	25
26	24	NIL	550	26
27	24	NIL	550	27
28	23	NIL	550	28
29	23	NIL	550	29
30	27	NIL	550	30
31	27	NIL	550	31
32	23	NIL	550	32
33	23	NIL	550	33
34	27	NIL	550	34
35	27	NIL	550	35
36	23	NIL	550	36

Aggregate

1000

PERMANENT TRUSTEE NOMINEES
(CANBERRA) LIMITED.

AUSTRALIAN LANDTRUSTS LTD

Applicant

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

Dated this twenty third day
of January, 19 75Delegate of the Minister of State for the Interior
CAPITAL TERRITORYThe Certificate of Title issued for each of the units into which the parcel of land has been sub-divided is as shown in Column 2 above. The Certificate of Title for the common property is Register Book Volume 550 Folio 37.

Registrar of Titles

FORM 3

Real Property (Unit Titles) Ordinance 1970

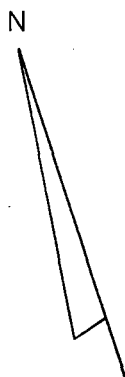
UNITS PLAN No. 58

Block.....34....., Section.....32....., Division of.....CAMPBELL.....

FLOOR PLAN

(1).....GROUND.....FLOOR.....
CLASS "A" UNITS

(1) Number of floor



2
ABT. 540
SQ. FT.

1
ABT. 542
SQ. FT.

27
ABT. 542
SQ. FT.

8
ABT. 540
SQ. FT.

Scale:.....20.....feet to the inch.

PERMANENT TRUSTEE NOMINEES (CANBERRA)
LIMITED.

AUSTRALIAN LANDTRUSTS LTD.

Applicant

DIRECTOR

ASSISTANT
SECRETARY

Delegate of the Minister of State for the Interior
CAPITAL TERRITORY

FORM 3

Real Property (Unit Titles) Ordinance 1970

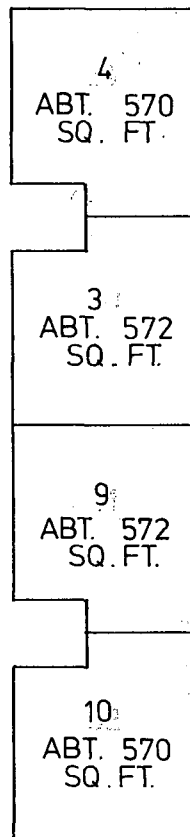
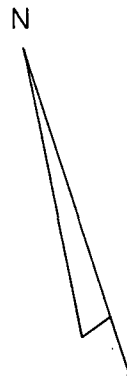
UNITS PLAN No. 58

Block 34, Section 32, Division of CAMPBELL

FLOOR PLAN

(1) FIRST FLOOR
CLASS "A" UNITS.

(1) Number of floor



Scale: 20 feet to the inch.

PERMANENT TRUSTEE NOMINEES (CANBERRA)
LIMITED

AUSTRALIAN LANDTRUSTS LTD.

Applicant

ASSISTANT

SECRETARY

Delegate of the Minister of State for the Interior

CAPITAL TERRITORY

FORM 3

Real Property (Unit Titles) Ordinance 1970

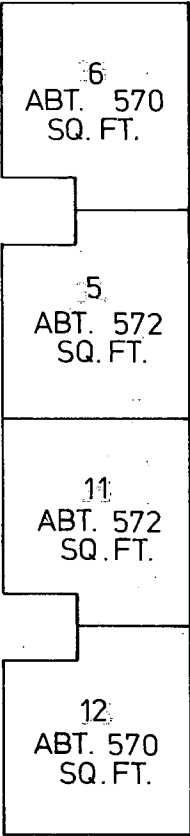
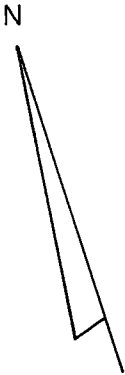
UNITS PLAN No. 58

Block 34, Section 32, Division of CAMPBELL

FLOOR PLAN

(1) SECOND FLOOR
CLASS "A" UNITS

(1) Number of floor



Scale: 20 feet to the inch.

PERMANENT TRUSTEE NOMINEES
(CANBERRA) LIMITED
AUSTRALIAN LANDTRUSTS LTD.
Applicant
DIRECTOR
ASSISTANT
SECRETARY

Delegate of the Minister of State for the Interior
CAPITAL TERRITORY

FORM 3

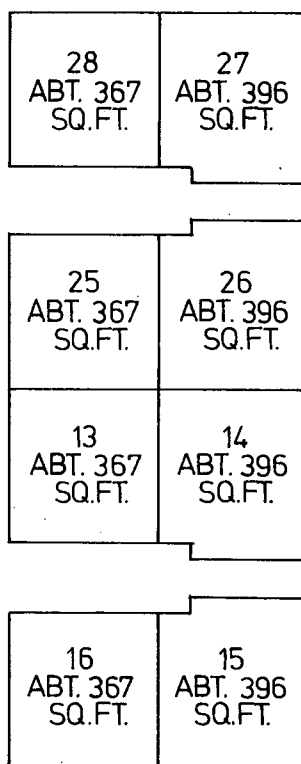
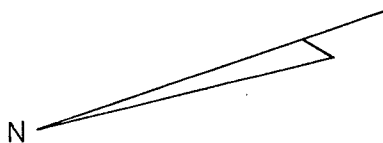
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 58

Block.....34....., Section.....32....., Division of...CAMPBELL.....

FLOOR PLAN(1).....GROUND FLOOR.....
CLASS "A" UNITS

(1) Number of floor



Scale:.....20.....feet to the inch.

PERMANENT TRUSTEE NOMINEES
(CANBERRA) LIMITED

AUSTRALIAN LANDTRUSTS LTD.

Applicant

ASSISTANT
SECRETARY

Delegate of the Minister of State for the Interior

CAPITAL TERRITORY

FORM 3

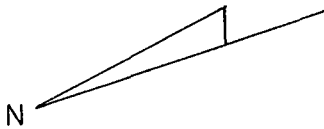
Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 58

Block.....34....., Section.....32....., Division of...CAMPBELL.....

FLOOR PLAN(1) FIRST FLOOR
CLASS "A" UNITS.

(1) Number of floor



32 ABT. 367 SQ.FT.	31 ABT. 427 SQ.FT.
29 ABT. 367 SQ.FT.	30 ABT. 427 SQ.FT.
17 ABT. 367 SQ.FT.	18 ABT. 427 SQ.FT.
20 ABT. 367 SQ.FT.	19 ABT. 427 SQ.FT.

Scale:.....20.....feet to the inch.

PERMANENT TRUSTEE NOMINEES
(CANBERRA) LIMITED

AUSTRALIAN LANDTRUSTS LTD.

Applicant

ASSISTANT
SECRETARYDelegate of the Minister of State for the Interior
CAPITAL TERRITORY

FORM 3

Real Property (Unit Titles) Ordinance 1970

UNITS PLAN No. 58

Block.....34....., Section.....32....., Division of.....CAMPBELL.....

FLOOR PLAN(1) SECOND FLOOR
CLASS "A" UNITS.

(1) Number of floor

N

36 ABT. 367 SQ.FT.	35 ABT. 427 SQ.FT.
33 ABT. 367 SQ.FT.	34 ABT. 427 SQ.FT.
21 ABT. 367 SQ.FT.	22 ABT. 427 SQ.FT.
24 ABT. 367 SQ.FT.	23 ABT. 427 SQ.FT.

Scale:.....20.....feet to the inch.

PERMANENT TRUSTEE NOMINEES
(CANBERRA) LIMITED.

AUSTRALIAN LANDTRUSTS LTD.

Applicant

ASSISTANT
SECRETARYDelegates of the Minister of State for the Interior
CAPITAL TERRITORY

FORM 4

Real Property (Unit Titles) Ordinance 1970

Sheet No. 10 of 11 Sheets

UNITS PLAN NO. 58

Block 34 Section 32 Division of Campbell

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 twenty fourth day of September, Two thousand and sixty one.
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 to 36 covenants with the Commonwealth of Australia as follows:-
 - (a) to pay to the Minister or to the person as may be authorised by the Minister for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
 - (b) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Minister the part of the building comprising the relevant Unit, shown in the Unit Plan herein and any Unit subsidiary to that Unit;
 - (c) not to make any structural alterations to the relevant Unit shown in the Unit Plan herein or to any Unit subsidiary to that Unit without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth;
 - (d) to use the Unit for residential purposes only;
 - (e) if and whenever the Lessee fails to repair or keep in repair the part of the building comprising the relevant Unit or any Unit subsidiary thereto the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the said part of the building and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the said part of the building the Minister or any person or persons duly authorised by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Minister is of opinion that the building or the part of the building comprising the relevant Unit is beyond reasonable repair) may demolish and remove the building or the said part of the building and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or demolition and removal shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this Lease be a debt due and payable to the Commonwealth by the Lessee;
 - (f) to permit any person or persons authorised by the Minister to enter into that part of the building comprising the relevant Unit or Unit subsidiary thereto at all reasonable times and in any reasonable manner and inspect the said part of the building;

- (g) to pay to the Commonwealth his proportion being the proportion the Unit entitlement bears to the aggregate Unit entitlement of all the Units of any amounts payable by the Corporation to the Commonwealth under the provisions of the City Area Leases Ordinance 1936-1970 or the provisions of the lease granted to the Corporation in accordance with the Unit Titles Ordinance 1970.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and each of the lessees of all the Units as follows:-
- (a) if the Unit is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
 - (b) acceptance of rent by the Commonwealth or the Minister or a person authorised by the Minister for that purpose during or after the period referred to in paragraph (a) of this Clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred on it by paragraph (a) of this clause;
 - (c) in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1970 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister;
 - (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 Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land;
 - (e) that if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (f) if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
 - (g) if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.

DATED the *twenty third* day of *January* 1975

PERMANENT TRUSTEE NOMINEES
(CANBERRA) LIMITED

Applicant

[Signature]
Deputy

[Signature]
Minister of State for the Capital Territory

[Signature]
ASSISTANT SECRETARY

FORM 5

Real Property (Unit Titles) Ordinance 1970

Sheet No. 11 of 11 Sheets

UNITS PLAN NO. 58

Block 34

Section 32

Division of Campbell

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

1. The term of the lease expires on the twenty fourth day of September Two thousand and sixty-one;
2. The rent reserved by and payable under the lease is Five cents per annum if and when demanded.
3. The Corporation covenants with the Commonwealth of Australia as follows:-
 - (a) to pay to the Minister or to the person as may be authorised by the Minister for that purpose at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
 - (b) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Minister all buildings or parts of buildings and all erections on the common property;
 - (c) not to erect any building or make any structural alterations in any building or part of a building on the common property without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth;
 - (d) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Ordinance and amendments thereunder;
 - (e) if and when the Corporation fails to repair or keep in repair any building or part of a building or erection on the common property the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or to remove the building or part of a building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Corporation has not effected the said repairs or removed the building or the part of the building or the erection the Minister or any person or persons duly authorised by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the common property and effect the said repairs or (if the Minister is of opinion that the building or part of the building or erection is beyond reasonable repair) may demolish and remove the building or the part of the building or the erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or demolition or removal shall be paid by the Corporation to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Corporation;

- (f) to permit any person or persons authorised by the Minister to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and any buildings parts of buildings erections and improvements thereon.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Corporation as follows:-
- (a) if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this Lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
 - (b) acceptance of rent by the Commonwealth or the Minister or a person authorised by the Minister for that purpose during or after the period referred to in paragraph (a) of this Clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred on it by paragraph (a) of this clause;
 - (c) in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936-1970 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister.

DATED the *twenty third* day of *January* 1975

PERMANENT TRUSTEE NOMINEES
(CANBERRA) LIMITED.

Applicant

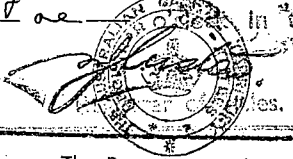
[Signature]
DIRECTOR

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

[Signature]
ASSISTANT
SECRETARY

No. 254 269 The Proprietors of Units
Plan No. 58 have changed their
address for service of Documents to
Residential Home Unit Management PO Box
1343 Canberra City 2601

Produced 11th May 1977 and
entered 16th May 1977 at two
minutes past 12 in the
after noon.



No. 376967 The Proprietors of Units
Plan No. 58 have changed their
address for service of Documents to
RESIDENTIAL HOME AND UNIT MANAGEMENT
P.O. Box 1539 CANBERRA CITY A.C.T. 2601
Entered 17th August 1981 at THREE o'clock in
the AFTER-noon



Registrar of Titles

No. 562737 The Proprietors of Units
Plan No. 58 have changed their
address for service of Documents to P.O. Box
36 Duffy. A.C.T. 2611.

Entered 7th January 1987 at Ten o'clock in
the fore noon



L. ODEWAHN Deputy
Registrar of Titles

No. 73058 The Proprietors of Units
Plan No. 58 have changed their
address for service of Documents to
PO BOX 3336
WESTON ACT 2611

Entered 11 MAY 1981 at 10 o'clock in
the fore noon



A. J. TAYLOR Deputy
Registrar of Titles



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	11	Block	34	Section	32	Suburb	CAMPBELL
------	----	-------	----	---------	----	--------	----------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House)	()	()
Certificate Number: 6496		
Dated: 10-JUL-64		

Please Note: There are no development covenants within the current unit's plan, therefore a Compliance Certificate is not applicable. A Certificate of Compliance was issued on the previous surrendered Crown Lease.

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

Applicant's Name :

Info Track

Date: 04-AUG-26 12:04:45

E-mail Address :

Client Reference : 32191: Driscoll sale of 11/135 - 202810887



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

04-AUG-2026 12:04

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

CAMPBELL Section 32/Block 34/Unit 11

Building Class: A

Area(m2): 3,793.5

Unimproved Value: \$5,400,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

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

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



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

04-AUG-2026 12:04

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at

<https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

Civium Strata

Statement of Financial Affairs

Prepared for Owners of Unit Title 58

"Lyndon Court"

135 Blamey Crescent CAMPBELL ACT 2612

For the Financial Period 01/09/25 to 03/08/26

Balance Sheet - U/Plan 58
"LYNDON COURT"
135 BLAMEY CRESCENT, CAMPBELL, ACT 2612
For the Financial Period 01/09/2025 to 03/08/2026

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Proprietors of Unit Plan 058	\$16,485.79	\$128,169.70	\$144,655.49
Macquarie Bank BSB: 182-266 Acc No: 305088015			
Levies Receivable	\$21,815.65	\$4,768.41	\$26,584.06
Prepaid Expenses	\$745.86	\$0.00	\$745.86
Total Assets	\$39,047.30	\$132,938.11	\$171,985.41
Liabilities			
Accounts Payable (GST Free)	\$594.99	\$0.00	\$594.99
Paid in Advance	\$204.30	\$0.00	\$204.30
Unidentified Deposits	\$265.00	\$0.00	\$265.00
GST Clearing	\$7.00	\$0.00	\$7.00
Total Liabilities	\$1,071.29	\$0.00	\$1,071.29
Net Assets	\$37,976.01	\$132,938.11	\$170,914.12
Owners Funds			
Opening Balance	\$44,140.05	\$116,516.83	\$160,656.88
Net Income For The Period	\$(6,164.04)	\$16,421.28	\$10,257.24
Total Owners Funds	\$37,976.01	\$132,938.11	\$170,914.12

Income and Expenditure Statement - U/Plan 58 "LYNDON COURT"

135 BLAMEY CRESCENT, CAMPBELL, ACT 2612

For the Financial Period 01/09/2025 to 03/08/2026

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$616.33	\$0.00	\$591.67
Levy Income	\$108,000.00	\$108,000.00	\$125,690.24
Total Administrative Fund Income	\$108,616.33	\$108,000.00	\$126,281.91
Expenses			
Accounting Service Provision	\$0.00	\$0.00	\$275.00
Area Maintenance	\$265.00	\$0.00	\$0.00
Arrears Recovery Costs	\$(92.40)	\$0.00	\$1,056.00
Banking Management	\$0.00	\$0.00	\$275.00
Building Manager	\$185.00	\$0.00	\$0.00
Building Repairs & Maintenance	\$2,999.73	\$4,200.00	\$4,194.30
Bundled Disbursements	\$0.00	\$0.00	\$2,552.00
Civium Disbursements	\$190.00	\$0.00	\$190.00
Cleaning Admin	\$7,258.88	\$6,000.00	\$5,949.90
Electrical Repairs & Maintenance	\$214.50	\$470.00	\$462.00
Electricity - Utility	\$1,019.28	\$1,170.00	\$1,056.66
Fire Protection - Contracted	\$259.60	\$0.00	\$0.00
Gardens & Grounds	\$38,214.72	\$36,400.00	\$36,376.00
Insurance Premiums	\$27,411.74	\$32,900.00	\$23,688.10
Insurance Valuation	\$0.00	\$0.00	\$965.00
Legal expense	\$7.00	\$0.00	\$0.00
Management Fee	\$23,772.54	\$13,264.00	\$20,103.15
Online Portal Fees	\$0.00	\$0.00	\$400.20
Plumbing & Drainage	\$8,352.51	\$0.00	\$0.00
Prior Year Adjustment	\$(3,707.28)	\$0.00	\$0.00
Tax Agent Fees - Income Tax	\$137.50	\$132.00	\$132.00
Taxation Reporting (Civium)	\$132.00	\$0.00	\$132.00
Trade Waste	\$1,065.69	\$0.00	\$0.00
Trades Compliance	\$0.00	\$0.00	\$123.35
Water - Utility	\$7,094.36	\$9,300.00	\$8,452.91
Total Administrative Fund Expenses	\$114,780.37	\$103,836.00	\$106,383.57
Administrative Fund Surplus/Deficit	\$(6,164.04)	\$4,164.00	\$19,898.34

Income and Expenditure Statement - U/Plan 58

"LYNDON COURT"

135 BLAMEY CRESCENT, CAMPBELL, ACT 2612

For the Financial Period 01/09/2025 to 03/08/2026

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Opening Balance for the period	\$44,140.05	\$0.00	\$24,241.71
Closing Balance for the period	\$37,976.01	\$4,164.00	\$44,140.05

Income and Expenditure Statement - U/Plan 58
"LYNDON COURT"
135 BLAMEY CRESCENT, CAMPBELL, ACT 2612
For the Financial Period 01/09/2025 to 03/08/2026

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	\$148.90	\$0.00	\$130.05
Levy Income	\$24,475.20	\$24,475.00	\$23,761.92
Total Sinking Fund Income	\$24,624.10	\$24,475.00	\$23,891.97
Expenses			
Building Repairs & Maintenance	\$0.00	\$6,439.00	\$0.00
Driveway Maintenance	\$0.00	\$3,551.00	\$0.00
Fire Protection Replacement/Upgrade	\$2,405.48	\$0.00	\$0.00
Plumbing & Drainage Works	\$5,797.34	\$2,232.00	\$0.00
Windows & Doors Replacement/Upgrade	\$0.00	\$2,273.00	\$0.00
Total Sinking Fund Expenses	\$8,202.82	\$14,495.00	\$0.00
Sinking Fund Surplus/Deficit	\$16,421.28	\$9,980.00	\$23,891.97
Opening Balance for the period	\$116,516.83	\$0.00	\$92,624.86
Closing Balance for the period	\$132,938.11	\$9,980.00	\$116,516.83

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-020683

Policy Class: Axis Residential Strata Insurance Policy

Insured: UP 58

Interested Party:

Interest Insured:

Location: 135 Blamey Crescent

CAMPBELL

State: ACT

Postcode: 2612

Inception Date: 4:00pm on 15th October 2025

Expiry Date: 4:00pm on 15th October 2026

Sums Insured:	1. Buildings	\$	11,928,000
	Common Contents	\$	119,280
	Loss of Rent	\$	1,789,200
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	0 %	Not Insured
	Option Cover: Flood		Not Insured
	2. Public or Legal Liability	\$	10,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	
	6. Office Bearers Legal Liability	\$	2,000,000
	7. Government Audit Costs & Legal Expenses		
	Appeal Expenses	\$	100,000
	Audit Fees	\$	25,000
	Legal Defence Expenses	\$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (Australia Branch)

Date: 14 October 2025



Axis Underwriting Services Pty Ltd
as Agents of the Insurers

Insurance Valuation Report

For

Lyndon Court

135 Blamey Crescent, Campbell ACT 2612

Scheme Number: 58



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 224507

25 June 2025

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

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

QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

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

QIA Group Pty Ltd

REPORT CONTENTS

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

SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **135 Blamey Crescent, Campbell ACT 2612**.

1.2 Property Address

The property is situated at **135 Blamey Crescent, Campbell ACT 2612**.

1.3 Description of Building

The property comprises thirty-six residential lots of three-storey building in two blocks, each with car space at ground level. Access to upper floor is by internal stairs. Common property includes driveways, external light, laundry, bin area, clotheslines, boundary fences and site landscaping. In accordance with the plans provided the date of registration is 14 February 1975.

1.4 Client

The Proprietors Lyndon Court.

1.5 Replacement Value

Recommended Insured Value: \$11,360,000 (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: \$8,470,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	15 Months

Calculated at 6% over the period \$825,000

Progressive Subtotal: \$9,295,000

Professional Fees: \$1,020,000

Progressive Subtotal: \$10,315,000

Removal of Debris: \$425,000

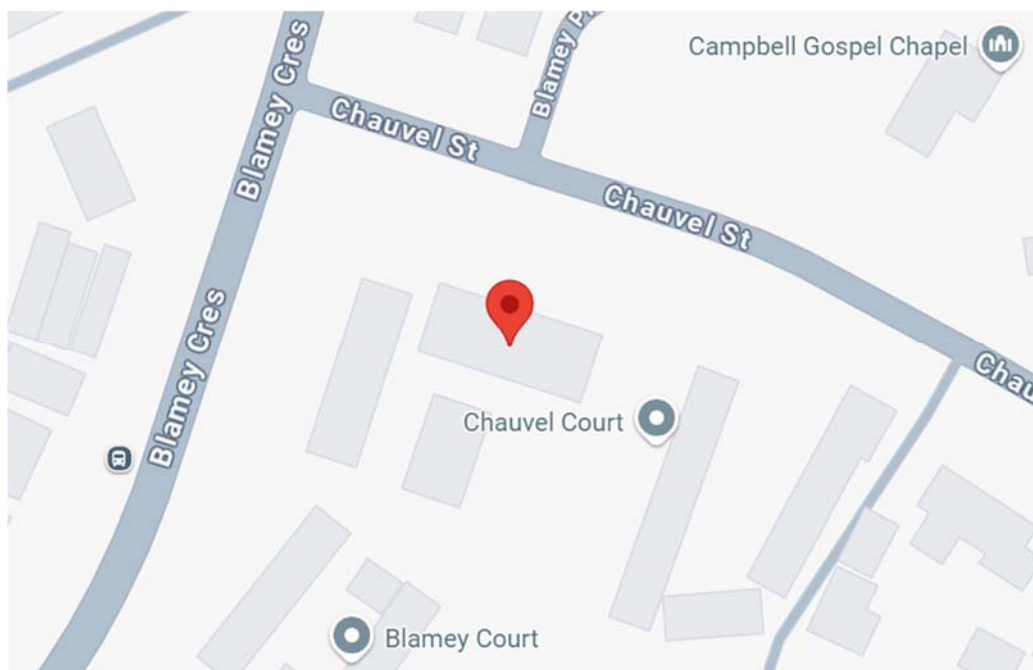
Progressive Subtotal: \$10,740,000

Cost Escalation for Insurance Policy Lapse Period: \$620,000

Progressive Subtotal: \$11,360,000

Recommended Insured Value: \$11,360,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

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

3.2 ADDITIONS & IMPROVEMENTS

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

3.3 MAINTENANCE

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

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Brickwork.

EXTERNAL WALL FINISHES: Rendered and face brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Steel/Timber framed roof.

ROOFING: Profiled metal sheeting.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: 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



Sinking Fund Plan

Lyndon Court v2
135 Blamey Crescent, Campbell, ACT 2612
Scheme Number: 058



COMPILED BY STEVE VILJOEN

**On 24 October 2019 for the
15 Years Commencing: 1 September 2019
QIA Job Reference Number: 143750**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 2412,
Tuggeranong DC ACT 2901

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

Queensland • New South Wales • Victoria • South Australia • Western Australia • Northern Territory • Tasmania A.C.T.

QIA Group Pty Ltd



REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
LOCATION.....	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 16 -
ITEMISED ACCRUALS BY YEAR.....	- 19 -
REPORT INFORMATION.....	- 23 -
AREAS NOT INSPECTED	- 23 -

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

135 Blamey Crescent , Campbell, ACT 2612

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:	\$28.66
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$85,774.00
The proposed Sinking Fund Levy per entitlement is:	\$21.11

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.
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.

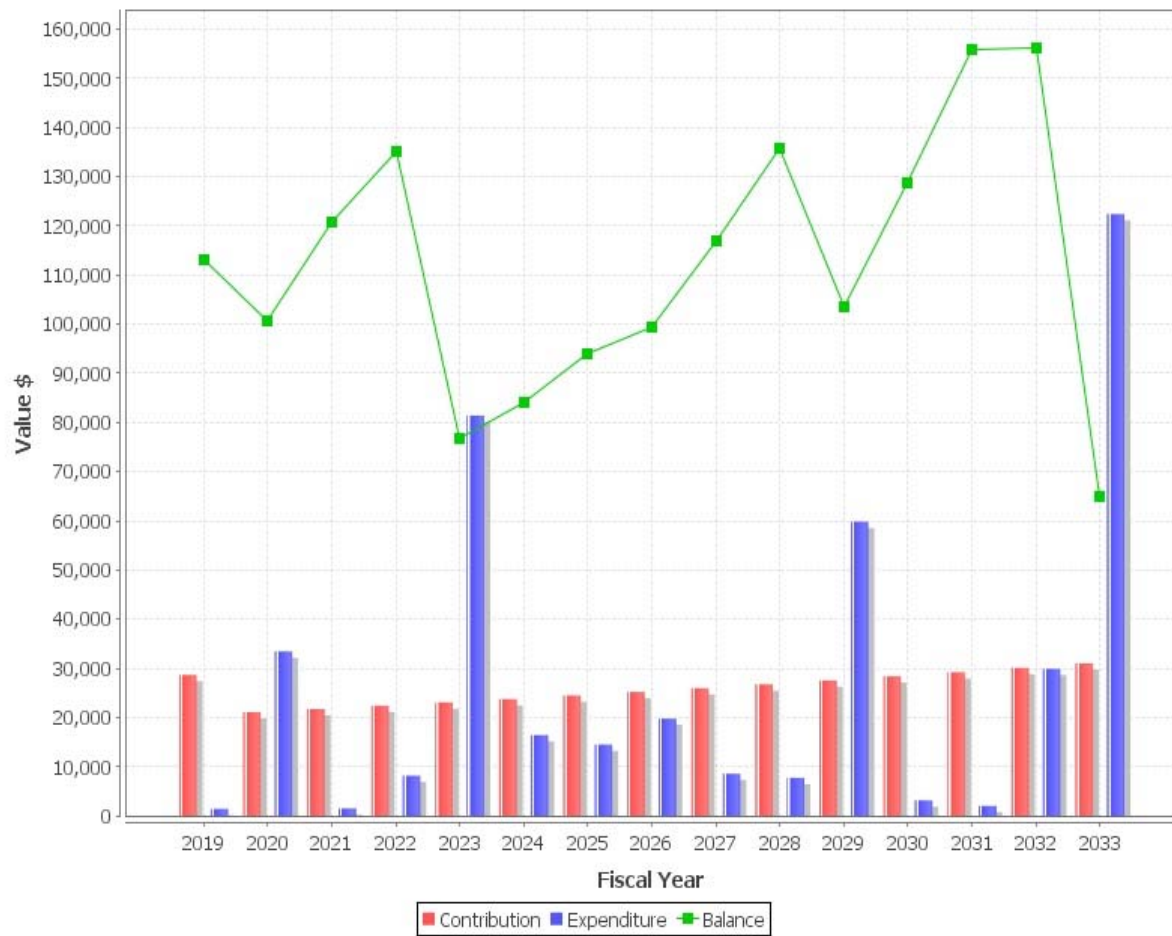
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/09/2019	\$85,774	\$28,657	\$28.66	\$1,440	\$112,991
2	01/09/2020	\$112,991	\$21,112	\$21.11	\$33,438	\$100,665
3	01/09/2021	\$100,665	\$21,745	\$21.75	\$1,528	\$120,883
4	01/09/2022	\$120,883	\$22,398	\$22.40	\$8,171	\$135,109
5	01/09/2023	\$135,109	\$23,070	\$23.07	\$81,430	\$76,749
6	01/09/2024	\$76,749	\$23,762	\$23.76	\$16,434	\$84,076
7	01/09/2025	\$84,076	\$24,475	\$24.47	\$14,496	\$94,055
8	01/09/2026	\$94,055	\$25,209	\$25.21	\$19,778	\$99,486
9	01/09/2027	\$99,486	\$25,965	\$25.97	\$8,584	\$116,867
10	01/09/2028	\$116,867	\$26,744	\$26.74	\$7,731	\$135,880
11	01/09/2029	\$135,880	\$27,546	\$27.55	\$59,834	\$103,592
12	01/09/2030	\$103,592	\$28,373	\$28.37	\$3,146	\$128,819
13	01/09/2031	\$128,819	\$29,224	\$29.22	\$2,053	\$155,990
14	01/09/2032	\$155,990	\$30,101	\$30.10	\$29,909	\$156,181
15	01/09/2033	\$156,181	\$31,004	\$31.00	\$122,388	\$64,798

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

September 2019		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,440
<u>Total Forecast Expenditure for year - September 2019 (Inc GST):</u>		<u>\$1,440</u>
Includes GST amount of :		\$131
September 2020		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,483
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain bitumen driveway (Patchwork)		\$4,437
LANDSCAPING		
- Landscaping allowance as per quotation		\$24,600
ROOF		
- Provision to maintain roof fixtures and flashings		\$2,917
<u>Total Forecast Expenditure for year - September 2020 (Inc GST):</u>		<u>\$33,438</u>
Includes GST amount of :		\$3,040
September 2021		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,528
<u>Total Forecast Expenditure for year - September 2021 (Inc GST):</u>		<u>\$1,528</u>
Includes GST amount of :		\$139

September 2022		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,574
EXTERNAL WORKS		
- Maintain common pipework 3% of total		\$1,671
FURNITURE & FITTINGS		
- Replace rotary clothes line 33% of total		\$766
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$4,160
<u>Total Forecast Expenditure for year - September 2022 (Inc GST):</u>		<u>\$8,171</u>
Includes GST amount of :		\$743

September 2023		Expense Inc GST
SUPERSTRUCTURE		
- Repaint previously painted exterior building surfaces		\$446
- Repaint fascia		\$5,925
- Repaint soffits		\$7,213
- Scaffold/access equip allowance		\$11,572
- Repaint door face		\$1,377
- Repaint handrails		\$516
- Repaint timber window frames		\$16,871
- Capital Replacement - General		\$1,621
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain bitumen driveway (Patchwork)		\$4,849
- Repaint line marking		\$1,732
FURNITURE & FITTINGS		
- Maintain signage		\$1,071

September 2023 continued	Expense Inc GST
--------------------------	--------------------

STAIRWELL

- Repaint walls	\$12,758
- Repaint ceiling	\$4,810
- Repaint rails	\$3,214
- Repaint door face	\$5,050

LAUNDRY

- Repaint ceilings	\$1,760
- Repaint walls	\$645

Total Forecast Expenditure for year - September 2023 (Inc GST): **\$81,430**

Includes GST amount of : **\$7,403**

September 2024	Expense Inc GST
----------------	--------------------

SUPERSTRUCTURE

- Provision to replace handrail fixings	\$532
- Capital Replacement - General	\$1,669

FENCING

- Replace cyclone/mesh fencing in 15 years	\$7,902
--	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$3,047
--	---------

ROOF

- Provision to maintain roof fixtures and flashings	\$3,284
---	---------

Total Forecast Expenditure for year - September 2024 (Inc GST): **\$16,434**

Includes GST amount of : **\$1,494**

September 2025		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,719
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain concrete pathways 10% of total		\$3,551
FURNITURE & FITTINGS		
- Provision to replace door hardware		\$2,273
- Replace rotary clothes line 33% of total		\$837
STAIRWELL		
- Maintain floor tiles 10% of total		\$3,883
PLANT & EQUIPMENT		
- Provision to replace hot water heater tank		\$2,232
<u>Total Forecast Expenditure for year - September 2025 (Inc GST):</u>		<u>\$14,496</u>
Includes GST amount of :		\$1,318

September 2026		Expense Inc GST
SUPERSTRUCTURE		
- Replace external doors		\$2,926
- Capital Replacement - General		\$1,771
DRIVEWAYS, PATHWAYS & PARKING		
- Maintain bitumen driveway (Patchwork)		\$5,299
FURNITURE & FITTINGS		
- Provision to replace mail boxes		\$9,782
<u>Total Forecast Expenditure for year - September 2026 (Inc GST):</u>		<u>\$19,778</u>
Includes GST amount of :		\$1,798

September 2027	Expense Inc GST
-----------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,824
---------------------------------	---------

EXTERNAL WORKS

- Maintain common pipework 3% of total	\$1,938
--	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$4,822
--	---------

<u>Total Forecast Expenditure for year - September 2027 (Inc GST):</u>	<u>\$8,584</u>
--	----------------

Includes GST amount of :	\$780
--------------------------	-------

September 2028	Expense Inc GST
-----------------------	----------------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,879
---------------------------------	---------

FURNITURE & FITTINGS

- Maintain signage	\$1,242
--------------------	---------

- Replace rotary clothes line 33% of total	\$915
--	-------

ROOF

- Provision to maintain roof fixtures and flashings	\$3,696
---	---------

<u>Total Forecast Expenditure for year - September 2028 (Inc GST):</u>	<u>\$7,731</u>
--	----------------

Includes GST amount of :	\$703
--------------------------	-------

September 2029	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$1,935
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Topcoat bitumen driveway surface	\$57,899
------------------------------------	----------

<u>Total Forecast Expenditure for year - September 2029 (Inc GST):</u>	<u>\$59,834</u>
--	-----------------

Includes GST amount of :	\$5,439
--------------------------	---------

September 2030	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Provision to replace handrail fixings	\$635
---	-------

- Capital Replacement - General	\$1,993
---------------------------------	---------

LAUNDRY

- Provision to replace tubs	\$518
-----------------------------	-------

<u>Total Forecast Expenditure for year - September 2030 (Inc GST):</u>	<u>\$3,146</u>
--	----------------

Includes GST amount of :	\$286
--------------------------	-------

September 2031	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,053
---------------------------------	---------

<u>Total Forecast Expenditure for year - September 2031 (Inc GST):</u>	<u>\$2,053</u>
--	----------------

Includes GST amount of :	\$187
--------------------------	-------

September 2032	Expense Inc GST
-----------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,115
---------------------------------	---------

DRIVEWAYS, PATHWAYS & PARKING

- Maintain concrete pathways 10% of total	\$4,368
---	---------

September 2032 continued		Expense Inc GST
EXTERNAL WORKS		
- Maintain common pipework 3% of total		\$2,246
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$3,860
- Provision to replace door hardware		\$2,795
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$5,591
ROOF		
- Provision to maintain roof fixtures and flashings		\$4,160
STAIRWELL		
- Maintain floor tiles 10% of total		\$4,775
<u>Total Forecast Expenditure for year - September 2032 (Inc GST):</u>		<u>\$29,909</u>
Includes GST amount of :		\$2,719
September 2033		Expense Inc GST
SUPERSTRUCTURE		
- Repaint previously painted exterior building surfaces		\$600
- Repaint fascia		\$7,962
- Repaint soffits		\$9,693
- Scaffold/access equip allowance		\$15,552
- Repaint door face		\$1,851
- Repaint handrails		\$694
- Repaint timber window frames		\$22,673
- Capital Replacement - General		\$2,178
DRIVEWAYS, PATHWAYS & PARKING		
- Repaint line marking		\$2,328

September 2033 continued		Expense Inc GST
FURNITURE & FITTINGS		
- Maintain signage		\$1,440
ROOF		
- Provision to replace guttering in 15 years		\$11,139
- Provision to replace down pipes in 15 years		\$8,329
STAIRWELL		
- Repaint walls		\$17,146
- Repaint ceiling		\$6,464
- Repaint rails		\$4,319
- Repaint door face		\$6,787
LAUNDRY		
- Repaint ceilings		\$2,365
- Repaint walls		\$867
<u>Total Forecast Expenditure for year - September 2033 (Inc GST):</u>		<u>\$122,388</u>
Includes GST amount of :		\$11,126

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$350	2023	10					446										600
- Repaint fascia	\$4,646	2023	10					5925										7962
- Repaint soffits	\$5,656	2023	10					7213										9693
- Scaffold/access equip allowance	\$9,075	2023	10					11572										15552
- Repaint door face	\$1,080	2023	10					1377										1851
- Replace external doors	\$2,100	2026	25								2926							
- Provision to replace handrail fixings	\$405	2024	6						532						635			
- Repaint handrails	\$405	2023	10					516										694
- Repaint timber window frames	\$13,230	2023	10					16871										22673
- Capital Replacement - General	\$1,271	2019	1	1440	1483	1528	1574	1621	1669	1719	1771	1824	1879	1935	1993	2053	2115	2178
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface	\$38,025	2029	25											57899				
- Maintain bitumen driveway (Patchwork)	\$3,802	2020	3		4437			4849			5299							
- Maintain concrete pathways 10% of total	\$2,625	2025	7							3551							4368	
- Repaint line marking	\$1,358	2023	10					1732										2328
EXTERNAL WORKS																		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$1,350	2022	5				1671					1938					2246	
FENCING																		
- Replace cyclone/mesh fencing in 15 years	\$6,016	2024	30						7902									
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2023	5					1071					1242					1440
- Provision to replace mail boxes	\$7,020	2026	35								9782							
- Ongoing partial replacement of exterior lighting	\$2,320	2024	8						3047								3860	
- Provision to replace door hardware	\$1,680	2025	7							2273							2795	
- Replace rotary clothes line 33% of total	\$619	2022	3				766			837			915					
LANDSCAPING																		
- Landscaping allowance as per quotation	\$21,080	2020	25		24600													
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$3,360	2022	5				4160					4822					5591	
ROOF																		
- Provision to replace guttering in 15 years	\$6,500	2033	30															11139

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
ROOF																		
- Provision to replace down pipes in 15 years	\$4,860	2033	30															8329
- Provision to maintain roof fixtures and flashings	\$2,500	2020	4		2917				3284				3696				4160	
STAIRWELL																		
- Repaint walls	\$10,005	2023	10					12758										17146
- Repaint ceiling	\$3,772	2023	10					4810										6464
- Repaint rails	\$2,520	2023	10					3214										4319
- Maintain floor tiles 10% of total	\$2,870	2025	7							3883							4775	
- Repaint door face	\$3,960	2023	10					5050										6787
PLANT & EQUIPMENT																		
- Provision to replace hot water heater tank	\$1,650	2025	15							2232								
LAUNDRY																		
- Provision to replace tubs	\$330	2030	25												518			
- Repaint ceilings	\$1,380	2023	10					1760										2365
- Repaint walls	\$506	2023	10					645										867
Total				1440	33438	1528	8171	81430	16434	14496	19778	8584	7731	59834	3146	2053	29909	122388
Includes GST amount of				131	3040	139	743	7403	1494	1318	1798	780	703	5439	286	187	2719	11126

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$350	2023	10	84	171	260	351	446	52	106	162	219	278	339	401	465	532	600
- Repaint fascia	\$4,646	2023	10	1116	2265	3449	4669	5925	695	1410	2147	2906	3687	4493	5322	6176	7056	7962
- Repaint soffits	\$5,656	2023	10	1359	2758	4199	5684	7213	846	1716	2613	3537	4489	5469	6479	7519	8590	9693
- Scaffold/access equip allowance	\$9,075	2023	10	2180	4425	6737	9119	11572	1357	2754	4193	5676	7202	8775	10395	12063	13782	15552
- Repaint door face	\$1,080	2023	10	259	527	802	1085	1377	161	328	499	676	857	1044	1237	1436	1640	1851
- Replace external doors	\$2,100	2026	25	329	668	1017	1377	1747	2128	2521	2926	168	341	519	703	892	1087	1287
- Provision to replace handrail fixings	\$405	2024	6	82	167	254	344	437	532	98	199	303	411	521	635	117	238	362
- Repaint handrails	\$405	2023	10	97	197	300	407	516	61	123	187	253	321	392	464	538	615	694
- Repaint timber window frames	\$13,230	2023	10	3178	6451	9822	13294	16871	1978	4015	6113	8274	10500	12793	15155	17587	20092	22673
- Capital Replacement - General	\$1,271	2019	1	1440	1483	1528	1574	1621	1669	1719	1771	1824	1879	1935	1993	2053	2115	2178
DRIVEWAYS, PATHWAYS & PARKING																		
- Topcoat bitumen driveway surface	\$38,025	2029	25	4521	9177	13973	18913	24001	29241	34639	40199	45925	51824	57899	3325	6750	10277	13911
- Maintain bitumen driveway (Patchwork)	\$3,802	2020	3	2186	4437	1569	3185	4849	1714	3480	5299							
- Maintain concrete pathways 10% of total	\$2,625	2025	7	463	941	1432	1939	2460	2998	3551	570	1157	1762	2385	3026	3687	4368	701
- Repaint line marking	\$1,358	2023	10	326	662	1008	1365	1732	203	412	628	850	1078	1314	1556	1806	2063	2328

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
EXTERNAL WORKS																		
- Maintain common pipework 3% of total	\$1,350	2022	5	399	811	1235	1671	365	741	1128	1527	1938	423	859	1308	1770	2246	490
FENCING																		
- Replace cyclone/mesh fencing in 15 years	\$6,016	2024	30	1222	2480	3776	5111	6486	7902	403	818	1246	1687	2140	2608	3089	3585	4096
FURNITURE & FITTINGS																		
- Maintain signage	\$840	2023	5	202	410	624	844	1071	234	475	723	979	1242	271	551	838	1135	1440
- Provision to replace mail boxes	\$7,020	2026	35	1100	2233	3400	4602	5840	7116	8429	9782	455	924	1407	1905	2417	2945	3488
- Ongoing partial replacement of exterior lighting	\$2,320	2024	8	471	956	1456	1971	2501	3047	434	881	1342	1816	2305	2808	3326	3860	550
- Provision to replace door hardware	\$1,680	2025	7	297	602	917	1241	1575	1919	2273	365	740	1127	1526	1937	2359	2795	449
- Replace rotary clothes line 33% of total	\$619	2022	3	183	372	566	766	271	550	837	296	601	915					
LANDSCAPING																		
- Landscaping allowance as per quotation	\$21,080	2020	25	12118	24600	1554	3155	4803	6501	8250	10052	11907	13819	15787	17815	19903	22054	24270
FIRE PROTECTION SYSTEMS																		
- Provision to replace portable fire extinguishers	\$3,360	2022	5	994	2019	3073	4160	908	1844	2807	3800	4822	1053	2138	3255	4406	5591	1221

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
ROOF																		
- Provision to replace guttering in 15 years	\$6,500	2033	30	599	1216	1851	2506	3180	3874	4589	5326	6084	6866	7671	8500	9354	10233	11139
- Provision to replace down pipes in 15 years	\$4,860	2033	30	448	909	1384	1874	2378	2897	3431	3982	4549	5134	5736	6356	6994	7652	8329
- Provision to maintain roof fixtures and flashings	\$2,500	2020	4	1437	2917	785	1593	2426	3284	883	1793	2731	3696	994	2019	3073	4160	1119
STAIRWELL																		
- Repaint walls	\$10,005	2023	10	2403	4878	7428	10053	12758	1496	3036	4623	6257	7941	9675	11460	13300	15195	17146
- Repaint ceiling	\$3,772	2023	10	906	1839	2800	3790	4810	564	1145	1743	2359	2994	3647	4321	5014	5728	6464
- Repaint rails	\$2,520	2023	10	605	1229	1871	2533	3214	377	765	1164	1576	2000	2437	2887	3350	3827	4319
- Maintain floor tiles 10% of total	\$2,870	2025	7	507	1029	1566	2120	2690	3278	3883	623	1265	1926	2607	3308	4031	4775	766
- Repaint door face	\$3,960	2023	10	951	1931	2940	3979	5050	592	1202	1830	2477	3143	3830	4536	5265	6015	6787
PLANT & EQUIPMENT																		
- Provision to replace hot water heater tank	\$1,650	2025	15	291	591	900	1219	1546	1884	2232	187	380	578	782	993	1209	1432	1662
LAUNDRY																		
- Provision to replace tubs	\$330	2030	25	36	74	113	153	194	236	280	325	371	418	467	518	30	60	92
- Repaint ceilings	\$1,380	2023	10	332	673	1025	1387	1760	206	419	638	863	1095	1334	1581	1834	2096	2365

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
LAUNDRY																		
- Repaint walls	\$506	2023	10	121	247	376	508	645	76	154	234	316	402	489	580	673	768	867
TOTAL ACCRUALS				41802	52908	84462	110371	63808	75819	89432	98440	116442	136096	104146	126791	151271	148697	54464

* **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 building's configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul 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 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. 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. 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 does not consider or make recommendations as to the condition of 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 retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **58** Lot No. **11** Unit Number. **11**

Unit Owner/Eligible Person: **Driscoll & Myers(sale)**

InfoTrack actenquiries@infotrack.com.au

1. Committee Details

Ms Wendy Gail Bannister
Mr Kenneth William Baxter & Ms
Denise Mary Ferris
Della Jackson
Mr Mark Wesley Faulkner

c/- Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
1300 724 256

2. Corporations Manager

The name and contact details of the corporations manager:

Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601

3. Records

The place where the corporation's records can be inspected and contact details:

Amie Hynes
Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
e: certificates@civium.com.au

Unit Titles (Management) Act 2011

UNIT TITLE CERTIFICATE SECTION 119

Units Plan No. **58** Lot No. **11** Unit Number. **11**

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	AXIS UNDERWRITING SERVICES	P-020683	\$11,928,000.00	15/10/2026	\$20,599.80 Excess: \$1,000.00
Loss of Rent/Temp Accommodation			\$1,789,200.00		
Public Liability			\$10,000,000.00		
Fidelity			\$100,000.00		
Office Bearers			\$2,000,000.00		
Voluntary Workers			\$200,000.00		
Government Audit Costs			\$25,000.00		

5. Contributions

5.1 The period the contributions for the unit are for: **01/11/2025 - 31/10/2026**

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
16/02/2026	Standard Levy Contribution Schedule	\$945.00	\$214.16	\$1,159.16
23/03/2026	Standard Levy Contribution Schedule	\$945.00	\$214.16	\$1,159.16
01/05/2026	Standard Levy Contribution Schedule	\$945.00	\$214.16	\$1,159.16
01/08/2026	Standard Levy Contribution Schedule	\$945.00	\$214.16	\$0.00
	Paid to 30/4/2026 Interest of \$11.11 due on the levy for period 01/05/2026 - 31/07/2026			
Admin Fund Contributions				\$3,780.00
Sinking Fund Contributions				\$856.64
Total Contributions				\$4,636.64
Amount (if any) outstanding				\$1,159.16
Interest (if any) on outstanding amount				\$11.11
Amount (if any) in credit				\$0.00

	BPAY DETAILS FOR SETTLEMENT Biller Code: 96503 Ref: 30508801562701483587	
	Total amount overdue	\$1,159.16 + Interest

Amounts overdue are calculated as at 04/08/2026.

Amounts due at any proposed settlement may vary as a result of additional contributions becoming due, interest penalties and other amounts charged to the lot which may include legal costs and utility or other charges. Please contact us for an update prior to settlement.

**UNIT TITLE CERTIFICATE
SECTION 119**

Units Plan No. **58** Lot No. **11** Unit Number. **11**

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund \$37,837.41

Sinking Fund \$132,938.11

Total \$170,775.52

6. Additional Information

6.1. Developer Control Period

Developer control period expiry date: **N/A**

6.2. Details of any borrowings:

See Annexure

6.3. Details of installed sustainability infrastructure:

See Annexure

6.4. Summary of current service contracts:

Civium Holdings Pty Ltd - Managing Agent Agreement - 01/12/2024 - 30/11/2026

6.5. Application for Crown Lease extension:

Nil

6.6. Details of any ongoing Development Approval Conditions:

Nil

6.7. Details of any embedded network:

Is there an embedded network for water*?

Is there an embedded network for electricity*?

Is there an embedded network for telecommunications*?

6.8. Details of any pool or insulation compliance:

Is there a regulated swimming pool*?

*if these are left blank, the answer is 'no'

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: **04/08/2026**

The Common Seal of

The Owners – Units Plan No 58

Was hereunto affixed in

The presence of



Signature:



PLEASE ENSURE THAT YOU EMAIL ANY NOTICE OF ACQUISITION OR NOTICE OF DISPOSITION (Section 115 Certificate) TO clientservices@civium.com.au TO ENSURE NO CHARGES ARE APPLIED



Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
Ph: 1300 724 256
levies@civium.com.au
Principal: Doug O'Mara

TAX INVOICE

Date: 04/08/2026

UP 58 - Lot No. 11 Unit Number. 11

Preparation of S119 Certificate & Attachments	
UP 58 Lot No. 11 Unit Number. 11	\$353.00
Invoice Total	\$353.00
	(Includes \$32.09 GST)

PAID

Civium Strata

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au
Printed: 04/08/2026 10:15 am User: Rebekah Morton

Fund Proposals
58 Lyndon Court 135 Blamey Crescent

Date Determined	Title	Particulars
Nil		

OWNER LEDGER from 01/05/26 to 04/08/26
All Schedules

U/Plan: 58 Units: 36 Lots: 36
Building Address: 135 Blamey Crescent
:
Suburb: CAMPBELL State: ACT Post Code: 2612
Building Name: Lyndon Court
GST?: No ABN: 62432661576
Manager: Amie Hynes

Lot 11		Unit 11		Mr Jamie Barret Driscoll & Ms Christina Ann Myers		
Date	Ref	Details	Debit	Credit	Balance	
01/05/26		Opening Balance	\$0.00	\$0.00	\$0.00	
01/05/26	421	Standard Levy Contribution Schedule From: 01/05/2026 To: 31/07/2026	\$1,159.16	\$0.00	\$1,159.16	DR
		Interest Due	\$11.11	\$0.00		
05/06/26	776	Receipt; Standard Levy Contribution Schedule for 01/05/2026 to 31/07/2026 Levy Ref# 421	\$0.00	\$1,159.16	\$0.00	
01/08/26	422	Standard Levy Contribution Schedule From: 01/08/2026 To: 31/10/2026	\$1,159.16	\$0.00	\$1,159.16	DR
		Closing Balance	\$2,318.32	\$1,159.16	\$1,159.16	DR
		Interest Due	\$11.11		\$11.11	DR
		Total Balance	\$2,329.43	\$1,159.16	\$1,170.27	DR

EC Lyndon Court meeting to resolve urgent maintenance and disposal issues, and importantly to facilitate immediate action.

Attendees: Mark Faulkner; Wendy Bannister; Denise Ferris
Apologies: Della Jackson

Item 1: The Driveway Repair

In lieu of other comparative quotes and recognising the Austek quote obtained in March was not upheld, we agree to the recent Austek quote and wish to proceed asap with the driveway repair.

Motion 1: Acceptance of recent quote from Austek. Request Civium proceed with agreement to Austek for repair to be undertaken asap.

Moved: Denise Ferris; Seconded: Mark Faulkner

Warranty

No warranty was included in the quote-a standard warranty for agreement by Austek is provided below:

The Contractor warrants that the bitumen driveway repair works specified in this quotation will remain structurally sound and fit for their intended purpose for a period of **20 years** (as advised) from the date of practical completion.

For the purposes of this warranty, the intended purpose includes normal residential use, including regular access by domestic vehicles, service vehicles, emergency vehicles, and the weekly passage of council garbage collection trucks.

Should the repaired works fail within the 20-year warranty period due to defective workmanship, materials, or the repair method, the Contractor will rectify the affected areas at no cost to the Client.

This warranty is provided in addition to, and does not limit, any rights or remedies available under applicable consumer protection legislation.

Motion 2: Warranty agreement by Austek to be documented

Moved: Wendy Bannister; Seconded: Mark Faulkner

Item 2: Signage re Disposal of large items

By July end can you please organise 3 quotes for a sign, which states “No rubbish to be left here” (or similar wording) BUT also provides contact information re rubbish disposal. Therefore the sign should offer solutions, by providing a Civium contact number for mattress collection by individual unit or other disposal method and / or a govt collection agency.

Motion 3: Request signage quotes from Civium and /or organisation of available signage that requests no dumping but importantly gives residents options for disposal

Moved: Mark Faulkner; Seconded: Wendy Bannister

Item 3: Gardener quote

In the interests of haste we will arrange for Anthony the garden contractor to send a quote and invoice asap to plant shrubs in the garden section currently being used as garbage disposal. In the quote we will also ask Anthony to provide plastic fencing for that section while planted shrubs grow. Just before the planting job it will be necessary to remove the existing dumped rubbish to ensure the site is available for planting. Another place in the interim could be to the left of the bins, until collection can be organised or by timely collection.

EC vote the current gardening contractors manage this job rather than outsourcing to others.

Motion 4: Quote for Outscapes to plant shrubs after meeting with Della Jackson at site. Liaise with Civium re any dumped goods.

Moved: Denise Ferris; Seconded: Mark Faulkner

9th July 2026, the EC Lyndon Court meeting 7pm,
conducted online via Microsoft Teams

Item 4: Communicating with other Lyndon Court owners

Request that Amie circulate contacts for owners to facilitate communications to all owners.

Motion 5: To obtain an email and contact register of all owners from Civium

Moved: Wendy Bannister; Seconded: Denise Ferris

Meeting Closed 8pm



MINUTES OF THE EXTRAORDINARY GENERAL MEETING 2025

OWNERS CORPORATION - 58

**Lyndon Court
135 Blamey Crescent
CAMPBELL ACT 2612**

Held on :

Monday, 08 December 2025 06:00 PM

In person at

Civium Strata Canberra - Majura Room
3 Lonsdale St
Braddon ACT 2612

Virtually via Microsoft Teams

<https://my.civiumstrata.com.au/meetings?z=40195>

MINUTES OF THE EXTRAORDINARY GENERAL
MEETING OF OWNERS CORPORATION Lyndon
Court 58

Held Monday, 08 December 2025 6:00 PM at
Civium Strata Canberra - Majura Room
3 Lonsdale St
Braddon ACT 2612

Present	Mr Kenneth William Baxter & Ms Denise Mary Ferris (Lot 29), Mr Mark Wesley Faulkner & Mrs Peta-Gai Faulkner (Lot 19), Ms Wendy Gail Bannister (Lot 6)
Civium Rep(s)	Michael Cassidy (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	None
Other Attendees	None
CFM	None
Chairperson	

Meeting Opened 6.00

Reduced Quorum Meeting

MOTION	Motion for consideration
	Proceedings of Meeting • Presentation of Proxies and Absentees • Declaration of quorum/reduced quorum • Appointment of Chairperson for the purpose of the meeting (existing EC Chairperson, automatically appointed for the purpose of the meeting unless they are not present) - Mark. Motion Acknowledged

1	Minutes (ORDINARY RESOLUTION) It was resolved that the minutes of the previous General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting. Secretarial Note: <i>Minutes should include detailed notes explaining why motions passed or failed.</i> Motion Carried
2	Insurance Claims (ORDINARY RESOLUTION) That the Owners Corporation consider any outstanding or new Insurance Claims. Secretarial Note: <i>Roof water damage (possible sewage). Confirm with insurance if any open claims.</i> Motion Acknowledged
3	Maintenance Issues (ORDINARY RESOLUTION) That the Owners Corporation consider any outstanding or new Common Property Maintenance Issues. Secretarial Note: • <i>Birds nesting in bedsitter facing carpark; magpie in one-bedroom near unit 137 – monitor.</i> • <i>Missing downpipe and leaking gutter join near removed tree (North block, bedsitter units 13–16, facing Chavell, second entrance, left side). Possible gutter split – plumber to rectify; quote from Level Plumbing.</i> • <i>Driveway foundation requires repair, cement damaged area. Costs may exceed sinking fund – original contractor to re-attend.</i> • <i>Garden border and lawn completed; corner lawn lacks defined trim and grass growth. Proposal to amend area – gardener to liaise with Wendy for scope and quote.</i> Motion Acknowledged

4	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 \$103,836.00 Total Administrative Fund Income \$108,000.00 b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: Total Expenditure \$14,495.00 Total Sinking Fund Income \$24,475.00 c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 19/01/2026 2nd instalment 06/03/2026 3rd instalment 06/05/2026 4th instalment 01/08/2026 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. <i>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.</i> Motion Carried
5	Appointment of Managing Agent (ORDINARY RESOLUTION) That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that: 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No. 58 or 12 months; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting Secretarial Note: Owners approved a 12-month management agreement at a fee of \$13,264, to be reconsidered at the next Owners' meeting. Motion Carried

6	Alternate Rules (SPECIAL RESOLUTION) It was resolved That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternate Rules", with any costs associated with registration to be paid from the Administrative Fund. A copy of the proposed Alternate Rules is attached to this agenda. Motion Carried
7	General Business That any items of a general nature be discussed and noted down as part of the minutes of this meeting. • <i>Remove items from common property via contractor engaged by Owners Corporation.</i> • <i>Trailer: Strata Manager to progress abandoned vehicle process.</i> Motion Acknowledged

	General Business
	Bulky Waste Items - Collection Contractor to be engaged to clean up the unwanted items that have been left on the common property of the development.

There being no further business the chairperson declared the meeting closed at 06:46 pm
Dated: 8 December 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 58

A2 General meeting

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

08/12/2025

A3 Reduced quorum decisions

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

Date of decision 08/12/2025	Full text of reduced quorum decision 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: 13/01/2026

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

Civium Strata
Proposed Budget for Unit Title 58

LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 10/12/2025 at 09:30:25 User= Michael Cassidy

Page 1

Administrative Fund

	Proposed Budget (01/09/2025-31/08/2026)	Current Actual (01/09/2024-31/08/2025)	Current Budget (01/09/2024-31/08/2025)
--	---	--	--

Income

Interest on Overdues	\$0.00	\$591.67	\$0.00
Levy Income	\$108,000.00	\$125,690.24	\$125,689.77

Total Admin Fund Income

	\$108,000.00	\$126,281.91	\$125,689.77
--	---------------------	---------------------	---------------------

Expense

Accounting Service Provision	\$0.00	\$275.00	\$220.00
Arrears Recovery Costs	\$0.00	\$1,056.00	\$0.00
Banking Management	\$0.00	\$275.00	\$220.00
Building Repairs & Maintenance	\$4,200.00	\$4,194.30	\$1,000.00
Bundled Disbursements	\$0.00	\$2,552.00	\$3,000.00
Civium Disbursements	\$0.00	\$190.00	\$0.00
Cleaning Admin	\$6,000.00	\$5,949.90	\$8,500.00
Electrical Repairs & Maintenance	\$470.00	\$462.00	\$500.00
Electricity - Utility	\$1,170.00	\$1,056.66	\$3,000.00
Fire Protection - Contracted	\$0.00	\$0.00	\$500.00
Gardens & Grounds	\$36,400.00	\$36,376.00	\$40,000.00
Insurance Premiums	\$32,900.00	\$23,688.10	\$25,000.00
Insurance Valuation	\$0.00	\$965.00	\$0.00
Management Fee	\$13,264.00	\$20,103.15	\$25,134.27
Online Portal Fees	\$0.00	\$400.20	\$400.00
Plumbing & Drainage	\$0.00	\$0.00	\$4,000.00
Roofing Repairs & Maintenance	\$0.00	\$0.00	\$2,000.00
Tax Agent Fees - Income Tax	\$132.00	\$132.00	\$115.50
Taxation Reporting (Civium)	\$0.00	\$132.00	\$0.00
Trades Compliance	\$0.00	\$123.35	\$100.00
Water - Utility	\$9,300.00	\$8,452.91	\$12,000.00

Total Admin Fund Expense

	\$103,836.00	\$106,383.57	\$125,689.77
--	---------------------	---------------------	---------------------

TOTAL ADMIN LEVY INCOME

	\$108,000.00	\$125,690.24	\$125,689.77
--	---------------------	---------------------	---------------------

TOTAL ADMIN BUDGET

	\$108,000.00		\$125,689.77
--	---------------------	--	---------------------

Civium Strata
Proposed Budget for Unit Title 58

LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 10/12/2025 at 09:30:25 User= Michael Cassidy

Page 2

Sinking Fund

	Proposed Budget (01/09/2025-31/08/2026)	Current Actual (01/09/2024-31/08/2025)	Current Budget (01/09/2024-31/08/2025)
--	---	--	--

Income

Interest on Overdues	\$0.00	\$130.05	\$0.00
Levy Income	\$24,475.00	\$23,761.92	\$23,762.00

Total Sinking Fund Income

	\$24,475.00	\$23,891.97	\$23,762.00
--	--------------------	--------------------	--------------------

Expense

Building Repairs & Maintenance	\$6,439.00	\$0.00	\$0.00
Capital Works Budget	\$0.00	\$0.00	\$5,248.00
Driveway Maintenance	\$3,551.00	\$0.00	\$0.00
Fencing Replacement	\$0.00	\$0.00	\$7,902.00
Plumbing & Drainage Works	\$2,232.00	\$0.00	\$0.00
Roofing Replacement/Upgrade	\$0.00	\$0.00	\$3,284.00
Windows & Doors Replacement/Upgrade	\$2,273.00	\$0.00	\$0.00

Total Sinking Fund Expense

	\$14,495.00	\$0.00	\$16,434.00
--	--------------------	---------------	--------------------

TOTAL SINKING LEVY INCOME

	\$24,475.00	\$23,761.92	\$23,762.00
--	--------------------	--------------------	--------------------

TOTAL SINKING BUDGET

	\$24,475.00		\$23,762.00
--	--------------------	--	--------------------

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 10/12/2025 at 09:30:25 User= Michael Cassidy

Page 3

Budget Summary (01/09/2025-31/08/2026)

	Proposed	1st Instalment 19/01/2026	2nd Instalment 28/02/2026	3rd Instalment 31/05/2026	4th Instalment 31/08/2026	TOTAL (01/09/2025-31/08/2026)
Administrative Fund	\$108,000.00	\$30,788.80	\$30,788.80	\$30,788.80	\$30,788.80	\$123,155.20
Sinking Fund	\$24,475.00	\$6,118.80	\$6,118.80	\$6,118.80	\$6,118.80	\$24,475.20
Contribution Schedule Total	\$132,475.00	\$36,907.60	\$36,907.60	\$36,907.60	\$36,907.60	\$147,630.40
Amount to Collect	\$132,475.00	\$36,907.60	\$36,907.60	\$36,907.60	\$36,907.60	\$147,630.40

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 10/12/2025 at 09:30:25 User= Michael Cassidy

Page 4

Levy Adjustment Summary (01/09/2025-31/08/2026)

Contribution Schedule			Aggregate Units of Entitlement (UOE) - 1000	
Due Date	Levy Period	Admin	Sinking	Total
19/01/2026	01/11/2025 - 31/01/2026	\$30.79	\$6.12	\$36.91
28/02/2026	01/02/2026 - 30/04/2026	\$30.79	\$6.12	\$36.91
31/05/2026	01/05/2026 - 31/07/2026	\$30.79	\$6.12	\$36.91
31/08/2026	01/08/2026 - 31/10/2026	\$30.79	\$6.12	\$36.91
Financial Year Total per Units of Entitlement		\$123.16	\$24.48	\$147.63
Financial Year Aggregate		\$123,155.20	\$24,475.20	\$147,630.40
Proposed Budget Amount		\$108,000.00	\$24,475.00	\$132,475.00
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 10/12/2025 at 09:30:25 User= Michael Cassidy

Page 5

Owner Summary (01/09/2025-31/08/2026) - Contribution Schedule

UOE	Lot(s)	1st Instalment 19/01/2026	2nd Instalment 28/02/2026	3rd Instalment 31/05/2026	4th Instalment 31/08/2026	TOTAL (01/09/2025-31/08/2026)
33	1, 2, 7, 8					
	Admin	\$1,016.03	\$1,016.03	\$1,016.03	\$1,016.03	\$4,064.12
	Sinking	\$201.92	\$201.92	\$201.92	\$201.92	\$807.68
	Owner Total	\$1,217.95	\$1,217.95	\$1,217.95	\$1,217.95	\$4,871.80
35	3, 4, 5, 6, 9, 10, 11, 12					
	Admin	\$1,077.61	\$1,077.61	\$1,077.61	\$1,077.61	\$4,310.44
	Sinking	\$214.16	\$214.16	\$214.16	\$214.16	\$856.64
	Owner Total	\$1,291.77	\$1,291.77	\$1,291.77	\$1,291.77	\$5,167.08
23	13, 16, 17, 20, 21, 24, 25, 28, 29, 32, 33, 36					
	Admin	\$708.14	\$708.14	\$708.14	\$708.14	\$2,832.56
	Sinking	\$140.73	\$140.73	\$140.73	\$140.73	\$562.92
	Owner Total	\$848.87	\$848.87	\$848.87	\$848.87	\$3,395.48
24	14, 15, 26, 27					
	Admin	\$738.93	\$738.93	\$738.93	\$738.93	\$2,955.72
	Sinking	\$146.85	\$146.85	\$146.85	\$146.85	\$587.40
	Owner Total	\$885.78	\$885.78	\$885.78	\$885.78	\$3,543.12
27	18, 19, 22, 23, 30, 31, 34, 35					
	Admin	\$831.30	\$831.30	\$831.30	\$831.30	\$3,325.20
	Sinking	\$165.21	\$165.21	\$165.21	\$165.21	\$660.84
	Owner Total	\$996.51	\$996.51	\$996.51	\$996.51	\$3,986.04

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 10/12/2025 at 09:30:25 User= Michael Cassidy

Page 6

Contribution Summary (01/09/2025-31/08/2026)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2, 7, 8	Contribution Schedule Owner Total	33	\$4,064.12 \$4,064.12	\$807.68 \$807.68	\$0.00 \$4,871.80
3, 4, 5, 6, 9, 10, 11, 12	Contribution Schedule Owner Total	35	\$4,310.44 \$4,310.44	\$856.64 \$856.64	\$0.00 \$5,167.08
13, 16, 17, 20, 21, 24, 25, 28, 29, 32, 33, 36	Contribution Schedule Owner Total	23	\$2,832.56 \$2,832.56	\$562.92 \$562.92	\$0.00 \$3,395.48
14, 15, 26, 27	Contribution Schedule Owner Total	24	\$2,955.72 \$2,955.72	\$587.40 \$587.40	\$0.00 \$3,543.12
18, 19, 22, 23, 30, 31, 34, 35	Contribution Schedule Owner Total	27	\$3,325.20 \$3,325.20	\$660.84 \$660.84	\$0.00 \$3,986.04
	Overall Total		\$123,155.20	\$24,475.20	\$147,630.40

Schedule	UOE
Contribution Schedule	1000

MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 58

**Lyndon Court
135 Blamey Crescent
CAMPBELL ACT 2612**

Held on :

Monday, 14 October 2024 04:00 PM

Held at :

Boardroom, Level 1 - 3 Lonsdale Street, Braddon.

Google Meet joining info

Video call link: <https://meet.google.com/fau-kiqm-jsw>

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Lyndon Court 58

Held Monday, 14 October 2024 4:00 PM at
Boardroom, Level 1 - 3 Lonsdale Street, Braddon.

Google Meet joining info
Video call link: <https://meet.google.com/fau-kiqm-jsw>

Present	None
Civium Rep(s)	Angela Phan (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	Absentee Form (Lot 29)
Other Attendees	None

Reduced Quorum Meeting

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 58

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **14/10/2024**

A3 Reduced quorum decisions

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

Date of decision 14/10/2024	Full text of reduced quorum decision 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: 15/10/2024

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS CORPORATION - 58

**Lyndon Court
135 Blamey Crescent
CAMPBELL ACT 2612**

Held on :

Tuesday, 22 October 2024 04:00 PM

Held at :

Boardroom, Level 1 - 3 Lonsdale Street, Braddon.

Google Meet joining info

Video call link: <https://meet.google.com/fau-kiqm-jsw>

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Lyndon Court 58

Held Tuesday, 22 October 2024 4:00 PM at
Boardroom, Level 1 - 3 Lonsdale Street, Braddon.

Google Meet joining info
Video call link: <https://meet.google.com/fau-kiqm-jsw>

Present	W. G. Bannister (Lot 6)
Civium Rep(s)	Angela Phan (Civium Strata)
Proxies	None
Company Nominees	None
Apologies	None
Voting Papers	Absentee Form - D. Jackson (Lot 26), Absentee Form (Lot 29)
Other Attendees	None
CFM	None
Chairperson	W. G. Bannister

Meeting Opened 4.11pm

Reduced Quorum Meeting

MOTION	Motion for consideration
	Proceedings of Meeting <i>Secretarial Notes: W. G. Bannister / Unit 6 was Chairperson for the meeting.</i>
	Motion Carried

1	Minutes (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> that the minutes of the previous General Meeting of the Owners Corporation, held on <i>28th of November 2023</i>, be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried
2	Insurance Valuation (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> 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 Carried
3	Insurance Renewal (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> 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. <i>Current Policy:</i> <i>Insurer: Axis Underwriting Insurance</i> <i>Building Sum Insured (BSI): \$10,635,845.00</i> <i>Excess: \$1,000.00</i> <i>Policy Expiry: 15/10/2024</i> Motion Carried
4	Insurance Claims (ACKNOWLEDGEMENT) <i>IT WAS RESOLVED</i> that the Owners Corporation consider any open or new Insurance Claims. <i>NOTE: Please see enclosed/below open claims:</i> <i>Claim number: PRC37904, Claim was submitted to the insurer 13/09/2024. Currently under review.</i> Motion Acknowledged
5	Financial Statements and Accounting Records (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> that the financial statement of accounts for the financial year ending 31/08/2024 be adopted. 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. <i>NOTE: Owners present agreed that an audit report is not an requirement for UP58, due to the size and nature of the complex and budget.</i> Motion Defeated
7	Maintenance Plan (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> the Owners Corporation review the Maintenance Plan for the continued maintenance of the common property and its assets. Motion Carried
8	Maintenance Issues (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> 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	Fire Safety Review (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> 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. <i>Secretarial Notes: Unit 6 is to check the fire tags and investigate if they have been serviced regularly and to report back to the Strata Manager.</i> Motion Carried
10	Consideration of Physical Building Defects (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> that the Owners Corporation considers any Common Property physical building structural defects. <i>Secretarial Notes: The Owners Corporation are reminded that the Owners Corporation may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property is the responsibility of the unit owner to progress through the appropriate channels.</i> Motion Acknowledged
11	Review of Sinking Fund Plan (ORDINARY RESOLUTION) <i>IT WAS RESOLVED</i> that the Owners Corporation resolves to review the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan. <i>Secretarial Notes: Owners have agreed to review the update of the Sinking Fund Plan at the 2025 Annual General Meeting.</i> Motion Carried

12	Budget (ORDINARY RESOLUTION) <i>IT WAS REOLVED</i> 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 \$125,689.77 Total Administrative Fund Income \$125,689.77 b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: Total Expenditure \$16,434.00 Total Sinking Fund Income \$23,762.00 <i>IT WAS RESOLVED</i> that the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 06/01/2025 2nd instalment 06/03/2025 3rd instalment 06/05/2025 4th instalment 01/08/2025 <i>IT WAS RESOLVED</i> 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	Appointment of Managing Agent (ORDINARY RESOLUTION) That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that: 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of <i>Units Plan No.58 for a period of 12 months.</i> 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting NOTE: Two representatives from the Executive Committee will be required to execute the Agency Agreement digitally, noting the agreement will be enacted after 21 days should the Agreement not be signed. Motion Carried

14

Election of Executive Committee (ORDINARY RESOLUTION)

IT WAS RESOLVED that the election of the Executive Committee takes place:

1. That the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee.
2. 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.

Secretarial Notes:

Unit 6 - W. G. Bannister

Unit 26 - D. Jackson

Unit 29 - K. W. Ferris

Motion Carried

There being no further business the chairperson declared the meeting closed at 05:10 pm

Dated: 22 October 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 58

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **22/10/2024**

A3 Reduced quorum decisions

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

Date of decision 22/10/2024	Full text of reduced quorum decision 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: 28/10/2024

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

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

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



ABSENTEE FORM

ABSENTEE VOTING FORM Unit Titles (Management) Act 2011 ("the Act")

Date 13th October 2024 I/We Ken Baxter Denise Ferris

the Owners of Unit 29 in Unit Plan No. 58

Name Lyndon Court

MOTION 1	☒ FOR	☐ AGAINST	MOTION 2	☒ FOR	☐ AGAINST
MOTION 3	☒ FOR	☐ AGAINST	MOTION 4	☒ FOR	☐ AGAINST
MOTION 5	☒ FOR	☐ AGAINST	MOTION 6	☒ FOR	☐ AGAINST
MOTION 7	☒ FOR	☐ AGAINST	MOTION 8	☒ FOR	☐ AGAINST
MOTION 9	☒ FOR	☐ AGAINST	MOTION 10	☒ FOR	☐ AGAINST
MOTION 11	☒ FOR	☒ AGAINST	MOTION 12	☒ FOR	☐ AGAINST
MOTION 13	☒ FOR	☐ AGAINST	MOTION 14	☒ FOR	☐ AGAINST

Signature of Owner/s

(A signature of one or more owners recorded on the Corporate Register is required in order for the form to be validated)

Notes

1. An absentee vote does not count towards a quorum.
2. An absentee vote is not authorised to vote on a matter
 - (a) If you are unfinancial at the date of meeting.

ABSENTEE FORM

ABSENTEE VOTING FORM Unit Titles (Management) Act 2011 ("the Act")

Date 21/10/24 I/We

the Owners of Unit 26 in Unit Plan No. 58

Name Della Jackson

MOTION 1	☒	FOR	☐	AGAINST	MOTION 2	☒	FOR	☐	AGAINST
MOTION 3	☐	FOR	☐	AGAINST	MOTION 4	☒	FOR	☐	AGAINST
MOTION 5	☒	FOR	☐	AGAINST	MOTION 6	☒	FOR	☐	AGAINST
MOTION 7	☒	FOR	☐	AGAINST	MOTION 8	☒	FOR	☐	AGAINST
MOTION 9	☒	FOR	☐	AGAINST	MOTION 10	☒	FOR	☐	AGAINST
MOTION 11	☒	FOR	☐	AGAINST	MOTION 12	☒	FOR	☐	AGAINST
MOTION 13	☒	FOR	☐	AGAINST	MOTION 14	☒	FOR	☐	AGAINST

Signature of Owner/s



(A signature of one or more owners recorded on the Corporate Register is required in order for the form to be validated)

Notes

1. An absentee vote does not count towards a quorum.
2. An absentee vote is not authorised to vote on a matter
 - (a) If you are unfinancial at the date of meeting.



Strata Management Agency Agreement

Dated: 28/10/2024

The Owners – Units Plan	UP58	"Owners Corporation"
	135 Blamey Crescent CAMPBELL ACT 2612	
The Agent Civium Holdings Pty Ltd		"Agent"

Attention:	The Licensee	Email:	doug.omara@civium.com.au
Address:	3 Lonsdale Street, Braddon ACT 2612	License No:	18401274
Phone:	1300 724 256	ABN:	39 121 276 300

Particulars		
Item 1	Professional indemnity	In accordance with Section 22 of the <i>Agents Act</i>
Item 2	Commencement date	01/12/2024
Item 3	Term	12 months
		The management fee below relates to the option selected here.
Item 4	Review date	Annually on each anniversary of the commencement date.
Item 5	Percentage increase p.a	5%
Item 6	Management Fee p.a	\$25,134.00
Item 7	Fee payment method	Monthly in advance
		*All fees under this agreement are GST INCLUSIVE (Clause 9)
Item 8	Manner of accounting	Financial Statements - Accrual
		Frequency of Accounting - Monthly

Signatures	
Owners Corporation	
The common seal of the <i>owners corporation</i> was affixed on _____ in the presence of:	
Signature1: Print Name First Signature	Signature2: Print Name Second Signature
Designation	Designation
being the person(s) authorised by section 9A of the Management Act to attest the affixing of the seal	

Agent	
Executed by Civium Holdings (ACT) Pty Ltd t/as Civium Strata in accordance with Section 127 of the Corporations Act 2001 in the presence of	
Agent	Witness
Signature of agent	Signature of witness
Name of agent: Doug O'Mara	Name of witness:

Service: The <i>owners corporation</i> acknowledges receipt of a copy of this <i>agreement</i> within 48 hours of execution by the <i>owners corporation</i> .	
Name and signature of signatory (print name):	

1 DEFINITIONS

In this Agreement:

Act means the Unit Titles Act 2001 (ACT).

Additional Services means the services set out in Schedule B to this Agreement.

Agent refers to Civium Holdings Pty Ltd.

Agreement means this agreement and includes any annexure or schedule to it.

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth). GST has the meaning given to it in the GST Act.

Management Act means the Unit Titles (Management) Act 2011 (ACT).

Maintain means to keep in an existing state (as of either efficiency or validity)

Non-Standard Work means anything which is not listed under Standard Work, or agreed too otherwise.

Owners refer to the Owners Corporation of the Unit Plan listed in the agreement.

WHS Act means the Work Health & Safety Act 2011 (ACT).

WHS Regulation means the Work Health & Safety Regulation 2001 (ACT).

Rules mean the House Rules, Alternate Rules, or Default Rules which are applicable to the units plan.

Standard Work means:

- a) construction work where there is no requirement to work above 3 metres, including but not limited to the replacement of roofing and guttering;
- b) general maintenance works, including but not limited: to lawn mowing; gardening; window cleaning (below 3 metres); and painting;
- c) minor maintenance repairs, including but not limited to: repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair;
- d) annual inspection, notifications and maintenance required for essential fire safety equipment;
- e) pest management treatments (excluding fumigation);
- f) lift, travelator or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation, provided however.
 - a) if any of these works require a principal contractor as defined under the WHS Act and WHS Regulation to be appointed then the works will be considered to be Non-Standard Work; and
 - b) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

Strata Committee means Executive Committee

Urgent means requested to be supplied within 1 business day

2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the Agents Act 2003 (ACT) and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12 month period, up to a maximum term of three years, unless terminated in accordance with either clause 9 or clause 10.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested);
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person;
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Percentage Increase (Item 5) Method on and from each anniversary of the Commencement Date.

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this Agreement:

- a) at the end of the Initial Term, by giving notice in writing not less than 3 months' prior to the end of the Initial Term to the Agent that it does not wish the Agreement to be automatically extended;
- b) immediately by notice in writing to the Agent if the Agent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:
 - i) the Owners Corporation has given notice in writing requiring the Agent to rectify the breach within 28 days; and
 - ii) the Agent has failed to rectify the breach;
- c) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- d) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 14 days; and
 - ii) the Owners Corporation has failed to rectify the breach;
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due;
- c) immediately by notice in writing to the Owners Corporation if any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;
- d) immediately by notice in writing to the Owners Corporation if any person applies to cancel the Units Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days' notice in writing to the Owners Corporation.

11 DISCLOSURE

The Agent may receive rebates, commissions, or discounts from third-party suppliers. There are disclosed third-party suppliers in this Agreement. Additional third-party suppliers may be added, or existing ones removed, over time. Any changes to these arrangements, including additional third-party suppliers, will be communicated in writing to the Owners Corporation.

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan;
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan, except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they will each comply with their respective obligations under the WHS Act and WHS Regulation.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation.

15 GST

- a) Words or expressions used in this clause 15, or elsewhere in this Agreement, that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

16 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

17 ENTIRE AGREEMENT

- a) This Agreement constitutes the entire agreement between the Owners Corporation and the Agent relating to strata management.

Earlier Agreements Superseded

- b) This Agreement supersedes all previous agreements about its subject matter and, along with the other agreements referred to in this Agreement, embodies the entire agreement between the Parties.

No Collateral Agreements

- c) The Parties have not entered into and are not bound by any collateral or other Agreement apart from this Agreement.

Warranties Imposed in Agreement or By Statute Binding

- d) The Parties are not bound by any warranty, representation, collateral agreement, or implied term, under the general law or imposed by legislation unless:
 - (a) Such warranty, representation, agreement or term is contained in the express terms of this Agreement; or
 - (b) It is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the Parties' agreement.

Schedule A2

NOTES:

1. Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.
2. The Agent will not be required to perform personally Additional Services where the Agent determines that the Agent does not have the suitable qualifications and/or expertise, in which case the Agent may engage on behalf of the Scheme or recommend to the Scheme that the Scheme engage suitably qualified consultants for that purpose. This includes engagement of solicitors and other consultants in relation to the building defects issues and engagement of contractors in relation to repairs and maintenance

CORE SERVICES

Duties and functions

FINANCIAL MANAGEMENT

Establishment and maintaining trust account

Collection of trust monies

Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report

Financial record keeping

Prepare draft administrative fund and capital work/sinking fund budgets

Manage the administrative fund and capital works/sinking fund

Assist auditor in providing accounts and records for audit of the owners corporations books and records. Includes attending to all enquiries and meeting with the auditor as required

Generate and distribute levy notices (not special)

Act as treasurer

- Paying accounts in relation to the owners corporation (for example, accounts for water charges, utilities and maintenance etc.)
- Paying disbursements and expenses incurred in connection with the *agent's* management of the *owners corporation*
- Undertaking the establishment of the owners corporation bank accounts
- EFT/Cheque processing and payments to trades, contractors and other payees

DOCUMENTS AND RECORDS MANAGEMENT

Holding documents and maintaining records relating to the *owners corporation* (for example, the roll, notices, and minutes of meetings), which may be hard copy and/or electronically

Maintain strata roll

Maintain minute book

Maintain the agenda and minutes of owners corporation meeting

Maintain correspondence

Record and maintain notices under section 113 and 114 of the Management Act. Recording all change of ownerships and amendments to owners details as well as record mortgagee's

Maintain Rules

Providing copies of Rules to the Strata Committee upon request

Providing copies of management documents to the Strata Committee upon request

Maintain the certificate of title and the strata plan

Providing copies of agendas and minutes of meetings upon request

Preparing and providing occupants listing (privacy laws permitting)

Retain all specified owners corporation records for statutory period

Maintain Financial statements

Maintain expert reports

Retain service and management contracts

Rectifying deficiencies in the records when taking over the management from another agent

Undertake an owner's corporation health check, to ensure all statutory compliance has been attended to i.e. WH & S compliance, Lift registration, AFSS compliance, Pool compliance etc.

Provide New Owner Packs as each Section 115 is received

Maintain common seal

INSURANCES

Insurance claims: Prepare and lodge routine insurance claims. If the claim totals more than \$100,000, additional charges may apply (Schedule B)

Order, review, and endorse an Insurance valuation

Maintain insurance policies

UNDERTAKINGS AND MANAGEMENT

Act as secretary

Act as public officer

Affixing common seal on and any documents as required

Engaging appropriately qualified lawyers to represent the owners corporation in the tribunal or court proceedings and/or to provide legal advice to the owners corporation relating to such proceedings

Attend to routine written and oral communication and maintain correspondence

MAINTENANCE, REPAIRS AND WORKS

Liaise with contractors, tradesmen and consultants about work(s) to be carried out at the complex

Arranging repairs and maintenance of common property or engaging appropriately qualified tradespersons to do *Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval

Obtaining a quotation(s) for the repair, maintenance and replacement of the common property or other property of the owners corporation for which relate to Standard Works

Trades compliance

RULES AND DISPUTE

Attend to general enquiries from the Strata Committee, owners and agents about the owners corporations Rules

Drafting and issuing breach of Rule notices to owners and occupiers

MEETINGS OF THE OWNERS CORPORATION AND EXECUTIVE COMMITTEE

Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings i.e. booking meeting venues, arrangement and handling of collation, mail preparation

Distribute notices and minutes of annual general meetings and concurrent Strata Committee meeting

Attend annual general meeting and concurrent Strata Committee meeting held at Civium's Office, a professional venue (e.g. Hired meeting room) or online and during office hours (*Office hours mean hours between 9.00am to 5.00pm Monday to Friday excluding public holidays and office closure of the Christmas period which is generally a 2 week period*).

Attend 0 agreed number of Strata Committee meetings held at the Civium Office, or online, within Business Hours.

Attend 0 agreed number of Strata Committee meetings held online outside of Business Hours. Onsite EC meetings to be agreed to with strata manager prior.

Act as Chairperson at general meetings and Strata committee meetings

Arrange for venue for meeting (cost of venue borne by owners corporation) (only applicable if meeting not at Civium's Office)

Arrange capital works/sinking fund forecast/updated forecast with third party service provider

Arrange WH & S report with third party service provider

Arrange asbestos report with third party service provider

Arrange and lodge cooling tower certificate

BUNDLED DISBURSEMENTS

- Processing and issuing levy notices via e-mail or via post (in Australia)
- E-mail management and management of bounded e-mails for the delivery of levies and correspondence and to send via post
- Attending to incoming e-mails
- Attending to outgoing e-mails
- Photocopying (mono and colour)
- Printing reports as required
- Postage via standard and large post items
- Providing paper for correspondence, levy notices, meetings
- Providing envelopes
- Local and mobile telephone calls incoming/outgoing
- Time taken to compile standard and large post outs
- Scanning and e-mailing documents upon request
- Incoming and outgoing faxes

- Address labels
- Storage of keys/security cards of the owners corporations common area, maintaining register and ordering additional keys/security cards as required
- Bundled stationary. All stationary needs of the owners corporation is covered, including ring binders, folders & other stationary needs
- Supply of archive boxes and/or disk
- Mail merge of correspondence and material
- Electronic Storage kept on server for indefinite period

NON CORE SERVICES

FINANCIAL MANAGEMENT

Generate and distribute special levy notices

GST activities including but not limited to preparation and lodgement of BAS and annual tax returns

Undertaking steps necessary to recover any money owing in relation to levies, including instructing lawyers to issue letters of demand and to commence local court, bankruptcy and/or winding up proceedings

DOCUMENTS AND RECORDS MANAGEMENT

Archive retrieval and administration

Producing section 119 certificates and retain certificates under section 119 of the Management Act

Producing Urgent section 119 certificates and retain certificates under section 119 of the Management Act

ACCOUNTING, BANKING & COMPLIANCE

- Australian Business Number registration
- Arranging audit report and liaison with the auditor about the owners corporations financial affairs and queries
- Arranging investment account set-up with current banking provider
- Transferring money between accounts
- Providing additional financial reports to the Strata Committee
- GST registration and cancellation

TAX LODGEMENT

Provision of assisting tax agent for ATO lodgements and tax return lodgement prepared by registered tax agent

Compiling all reports for the tax agent to attend to tax Lodgements (Tax agent fee payable by owners corporation)

Signing of the tax lodgement as the public officer for and on behalf of the owners corporation (Tax agent fee payable by owners corporation)

BAS LODGEMENT

BAS lodgements

UNDERTAKINGS AND MANAGEMENT

Arranging section 119 inspections on behalf of the owners corporation

Arranging the handover of the owners corporation's books, records and accounts to another strata managing agent appointed by the owners corporation.

Management of building defect rectification process including arranging access and approving the engagement of consultants

MAINTENANCE, REPAIRS AND WORKS

Arranging building inspections and reports for Non-Standard Works

Engaging appropriately qualified tradespersons to do *Non-Standard Work*, and the appointment on behalf of the *association* of a *Principal Contractor* for such *Non-Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval¹

Assistance and arrangement through third parties of major refurbishment projects and defect rectification works²

Other services requested by the owners corporation or the Strata Committee that is not listed but can be undertaken by the agent³

Arrange WH & S report with third party service provider

Arrange asbestos report with third party service provider

Arrange and lodge cooling tower certificate

INSURANCES

If the insurance commission is not received, or the policy is not insured through a Disclosed Supplier, the fees outlined in Schedule B hourly rate will apply

RULES AND DISPUTE

Representing the owners corporation at a tribunal and/or court hearing, including the preparation of documentation and lodgement of application⁴

Arranging registration of Rule additions, amendments and rescindments, pursuant to the relevant resolutions made by the owners corporation⁵

MEETINGS OF THE OWNERS CORPORATION

Prepare and distribute notices and minutes of adjourned annual general meeting and other general meetings and Strata Committee meetings

Attend extraordinary general/Strata Committee meetings (outside of the inclusive Strata committee/extraordinary general meetings per calendar year)

COMPLIANCE

Arrange fire safety statements and inspections required in order to ensure compliance with the Work Health and Safety Act 2011 or other legislation (where applicable)

Arrange and lodge Annual Lift Certification with Work Cover ACT

OTHER SERVICES

Any other services that can be provided by the agent to the owners corporation and which the agent agrees to provide to the owners corporation at the request of the owners corporation, which do not constitute agreed services under this agreement

Any services which do not constitute agreed services under this agreement, but which the agent, acting reasonably, determines are necessary or appropriate in order to comply with changes in the law, including the Act or Management Act. For the avoidance of doubt, this includes additional services and any additional time spent performing agreed services as a result of such changes

Annual Site Attendance with professional report to the Strata Committee

Loan to owners corporation

Non-payment of management fees and/or other charges to owners corporation to the managing agent

* These fees have been negotiated between the parties to the *agreement*

Limitations on Authority (e.g. on expenditure (if nothing stated, then no limitations apply))

¹Only where an appropriately qualified building consultant has been engaged and advises the owners corporation as to the appointment of a principle contractor and ensures such appointment has been made.

²As instructed by the owners corporation or the Strata Committee. Includes the engagement of expert consultants. Assist the owners corporation in dealing with construction and building defects and breaches of statutory warranties subject to the appointment of a legal representative and expert building consultant.

³As instructed by the owners corporation or the Strata Committee.

⁴As instructed by the owners corporation or the Strata Committee.

⁵Following instructions from the Strata Committee/Owners Corporation

Hourly Rates * Non Core Items	Charge	Unit
Monday to Friday between 8.30am to 5pm	\$185.00	Per hour. Charged in 15 minute intervals
Monday to Friday between 5pm to 8.30am	\$215.00	Per hour. Charged in 15 minute intervals
Public Holiday, Saturday and Sunday	\$295.00	Per hour. Minimum of 1 hour
Fixed Fees - Non Core Items		
BAS Preparation (Only for plans that are GST registered)	\$125.00	Per quarter
Fire safety certificate management and annual notice to Government and ACT fire brigades * Where applicable	\$250.00	Per certificate plus \$2.50 per lot
Inspecting records	Maximum amount as set via ministers determination	Double Fee if Urgent, and \$55 Room Hire Fee
Issuing notice of overdue levy (reminder notice) 1st Demand	\$44.00	Per notice
Issuing notice of overdue levy (reminder notice) 2nd Demand	\$44.00	Per notice
Issuing notice of overdue levy (reminder notice) 3rd Demand	\$88.00	Per notice
Providing instructions to solicitor for recovery of outstanding levy	\$250.00	Per instruction
Levy arrears monitoring fee (Payment Plan)	\$55.00	Per month per lot - allocated to the lot
Contact via phone or SMS outside of issuing a notice as outlined above	\$5.00	Per contact - allocated to the lot
Providing title/other searches	\$30.00	Per search plus Title search fee
Managing access arrangements including arranging the issue of swipe cards and fobs and recording the issue of these including a key register	\$20.00	Per card/key
After hours emergency telephone calls	\$88.00	Per arrangement
Tax Return preparation and lodgement	\$132.00	Per annum
Producing Section 119 certificate	Per certificate as per the maximum statutory fee	An additional \$80 if urgent
Routine Inspection report (biannual) by a Civium Facilities Management Inspector	\$185.00	Per report

Schedule C – Disclosure schedule

Schedule C1 – The following providers pay a rebate, discount or commission to the agent :

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU Underwriting Agencies Pty Ltd	Up to 20% of base premium	
Verve Insurance Pty Ltd. <i>Verve is an associated entity of Civium</i>	Up to 20% of base premium	
Flex Insurance	Up to 20% of base premium	
Honan Risk & Insurance Brokers	Up to 20% of base premium	
Body Corporate Brokers	Up to 20% of base premium	
BAC Brokers Pty Ltd	Up to 20% of base premium	
CRM Brokers Pty Ltd	Up to 20% of base premium	
Austbrokers Pty Ltd	Up to 20% of base premium	
MGA Insurance Brokers Pty Ltd	Up to 20% of base premium	
Strata Community Insurance (SCI)	Up to 20% of base premium	
Collective Insurance Brokers	Up to 20% of base premium	
AON Insurance Brokers	Up to 20% of base premium	

CGU	Up to 20% of base premium	
Insurance Investment Solutions (IIS) via Honan Risk & Insurance Brokers	Shared Broker Fee	

Schedule C2 – The following providers pay a rebate, discount or commission to the agent :

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Ochre Trade Services Pty Ltd	Civium owns shares in this company	
Verve Insurance Pty Ltd	Verve is an associated entity of Civium	
Strata Valuations Pty Ltd	Civium owns shares in this company	

Civium Strata

Proposed Budget for Unit Title 58

LYNDON COURT, 135 Blamey Crescent CAMPBELL

Prepared by Civium Strata (ABN 39 121 276 300)

Locked Bag 8300 CANBERRA ACT 2601 Ph 1300 724 256 Fax

Printed 28/10/2024 at 15:05:14 User= Angela Phan

Page 1

Administrative Fund

	Proposed Budget (01/11/2024-31/10/2025)	Current Actual (01/11/2023-31/10/2024)	Current Budget (01/11/2023-31/10/2024)
--	--	---	---

Income

Debt Recovery Revenue	\$0.00	\$0.00	\$0.00
Interest on Overdues	\$0.00	\$147.20	\$0.00
Levy Income	\$125,689.77	\$99,725.76	\$99,726.00

Total Admin Fund Income

	\$125,689.77	\$99,872.96	\$99,726.00
--	--------------	-------------	-------------

Expense

Accountant - Professional Fees	\$0.00	\$0.00	\$66.00
Accounting Service Provision	\$220.00	\$220.00	\$0.00
Arrears Recovery Costs	\$0.00	\$818.00	\$0.00
Banking Management	\$220.00	\$220.00	\$0.00
Building Repairs & Maintenance	\$1,000.00	\$0.00	\$1,000.00
Bundled Disbursements	\$3,000.00	\$2,041.60	\$0.00
Civium Disbursements	\$0.00	\$37.00	\$0.00
Cleaning Admin	\$8,500.00	\$7,734.87	\$7,200.00
Electrical Repairs & Maintenance	\$500.00	\$316.80	\$1,000.00
Electricity - Utility	\$3,000.00	\$2,959.14	\$1,350.00
Fire Protection - Contracted	\$500.00	\$0.00	\$600.00
Gardens & Grounds	\$40,000.00	\$33,721.00	\$32,500.00
Insurance Claims	\$0.00	\$0.00	\$0.00
Insurance Premiums	\$25,000.00	\$19,745.11	\$23,000.00
Legal expense	\$0.00	\$0.00	\$0.00
Management Fee	\$25,134.27	\$12,632.46	\$13,060.00
Online Portal Fees	\$400.00	\$320.16	\$0.00
Plumbing & Drainage	\$4,000.00	\$8,666.03	\$4,000.00
Roofing Repairs & Maintenance	\$2,000.00	\$0.00	\$5,000.00
Tax Agent Fees - Income Tax	\$115.50	\$115.50	\$0.00
Trades Compliance	\$100.00	\$98.68	\$0.00
Waste collection	\$0.00	\$0.00	\$750.00
Water - Utility	\$12,000.00	\$9,693.26	\$10,200.00

Total Admin Fund Expense

	\$125,689.77	\$99,339.61	\$99,726.00
--	--------------	-------------	-------------

TOTAL ADMIN LEVY INCOME

	\$125,689.77	\$99,725.76	\$99,726.00
--	--------------	-------------	-------------

TOTAL ADMIN BUDGET

	\$125,689.77		\$99,726.00
--	--------------	--	-------------

Civium Strata
Proposed Budget for Unit Title 58

LYNDON COURT, 135 Blamey Crescent CAMPBELL

Prepared by Civium Strata (ABN 39 121 276 300)

Locked Bag 8300 CANBERRA ACT 2601 Ph 1300 724 256 Fax

Printed 28/10/2024 at 15:05:14 User= Angela Phan

Page 2

Sinking Fund

	Proposed Budget (01/11/2024-31/10/2025)	Current Actual (01/11/2023-31/10/2024)	Current Budget (01/11/2023-31/10/2024)
--	--	---	---

Income

Interest on Overdues	\$0.00	\$34.48	\$0.00
Levy Income	\$23,762.00	\$23,069.76	\$23,070.00

Total Sinking Fund Income

\$23,762.00	\$23,104.24	\$23,070.00
--------------------	--------------------	--------------------

Expense

Building Repairs & Maintenance	\$0.00	\$0.00	\$0.00
Capital Works Budget	\$5,248.00	\$0.00	\$1,621.00
Clothes Line	\$0.00	\$0.00	\$0.00
Driveway Maintenance	\$0.00	\$0.00	\$6,581.00
Fencing Replacement	\$7,902.00	\$0.00	\$0.00
Fire Protection Replacement/Upgrade	\$0.00	\$0.00	\$0.00
Painting Works	\$0.00	\$0.00	\$72,157.00
Plumbing & Drainage Works	\$0.00	\$0.00	\$0.00
Roofing Replacement/Upgrade	\$3,284.00	\$0.00	\$0.00
Signage	\$0.00	\$0.00	\$1,071.00

Total Sinking Fund Expense

\$16,434.00	\$0.00	\$81,430.00
--------------------	---------------	--------------------

TOTAL SINKING LEVY INCOME

\$23,762.00	\$23,069.76	\$23,070.00
--------------------	--------------------	--------------------

TOTAL SINKING BUDGET

\$23,762.00		\$23,070.00
--------------------	--	--------------------

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 28/10/2024 at 15:05:14 User= Angela Phan

Page 3

Budget Summary (01/11/2024-31/10/2025)

	Proposed	1st Instalment 06/01/2025	2nd Instalment 06/03/2025	3rd Instalment 06/05/2025	4th Instalment 01/08/2025	TOTAL (01/11/2024-31/10/2025)
Administrative Fund	\$125,689.77	\$31,422.56	\$31,422.56	\$31,422.56	\$31,422.56	\$125,690.24
Sinking Fund	\$23,762.00	\$5,940.48	\$5,940.48	\$5,940.48	\$5,940.48	\$23,761.92
Contribution Schedule Total	\$149,451.77	\$37,363.04	\$37,363.04	\$37,363.04	\$37,363.04	\$149,452.16
Amount to Collect	\$149,451.77	\$37,363.04	\$37,363.04	\$37,363.04	\$37,363.04	\$149,452.16

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 28/10/2024 at 15:05:14 User= Angela Phan

Page 4

Levy Adjustment Summary (01/11/2024-31/10/2025)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 1000

Due Date	Levy Period	Admin	Sinking	Total
06/01/2025	01/11/2024 - 31/01/2025	\$31.42	\$5.94	\$37.36
06/03/2025	01/02/2025 - 30/04/2025	\$31.42	\$5.94	\$37.36
06/05/2025	01/05/2025 - 31/07/2025	\$31.42	\$5.94	\$37.36
01/08/2025	01/08/2025 - 31/10/2025	\$31.42	\$5.94	\$37.36
Financial Year Total per Units of Entitlement		\$125.69	\$23.76	\$149.45
Financial Year Aggregate		\$125,690.24	\$23,761.92	\$149,452.16
Proposed Budget Amount		\$125,689.77	\$23,762.00	\$149,451.77
Next Year Pre Issue Aggregate		\$0.00	\$0.00	\$0.00

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 28/10/2024 at 15:05:14 User= Angela Phan

Page 5

Owner Summary (01/11/2024-31/10/2025) - Contribution Schedule

UOE	Lot(s)	1st Instalment 06/01/2025	2nd Instalment 06/03/2025	3rd Instalment 06/05/2025	4th Instalment 01/08/2025	TOTAL (01/11/2024-31/10/2025)
33	1, 2, 7, 8					
		Admin	\$1,036.94	\$1,036.94	\$1,036.94	\$4,147.76
		Sinking	\$196.04	\$196.04	\$196.04	\$784.16
		Owner Total	\$1,232.98	\$1,232.98	\$1,232.98	\$4,931.92
35	3, 4, 5, 6, 9, 10, 11, 12					
		Admin	\$1,099.79	\$1,099.79	\$1,099.79	\$4,399.16
		Sinking	\$207.92	\$207.92	\$207.92	\$831.68
		Owner Total	\$1,307.71	\$1,307.71	\$1,307.71	\$5,230.84
23	13, 16, 17, 20, 21, 24, 25, 28, 29, 32, 33, 36					
		Admin	\$722.72	\$722.72	\$722.72	\$2,890.88
		Sinking	\$136.63	\$136.63	\$136.63	\$546.52
		Owner Total	\$859.35	\$859.35	\$859.35	\$3,437.40
24	14, 15, 26, 27					
		Admin	\$754.14	\$754.14	\$754.14	\$3,016.56
		Sinking	\$142.57	\$142.57	\$142.57	\$570.28
		Owner Total	\$896.71	\$896.71	\$896.71	\$3,586.84
27	18, 19, 22, 23, 30, 31, 34, 35					
		Admin	\$848.41	\$848.41	\$848.41	\$3,393.64
		Sinking	\$160.39	\$160.39	\$160.39	\$641.56
		Owner Total	\$1,008.80	\$1,008.80	\$1,008.80	\$4,035.20

Civium Strata
Proposed Budget for Unit Title 58
LYNDON COURT, 135 Blamey Crescent CAMPBELL

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

Printed 28/10/2024 at 15:05:14 User= Angela Phan

Page 6

Contribution Summary (01/11/2024-31/10/2025)

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2, 7, 8	Contribution Schedule Owner Total	33	\$4,147.76 \$4,147.76	\$784.16 \$784.16	\$0.00 \$4,931.92
3, 4, 5, 6, 9, 10, 11, 12	Contribution Schedule Owner Total	35	\$4,399.16 \$4,399.16	\$831.68 \$831.68	\$0.00 \$5,230.84
13, 16, 17, 20, 21, 24, 25, 28, 29, 32, 33, 36	Contribution Schedule Owner Total	23	\$2,890.88 \$2,890.88	\$546.52 \$546.52	\$0.00 \$3,437.40
14, 15, 26, 27	Contribution Schedule Owner Total	24	\$3,016.56 \$3,016.56	\$570.28 \$570.28	\$0.00 \$3,586.84
18, 19, 22, 23, 30, 31, 34, 35	Contribution Schedule Owner Total	27	\$3,393.64 \$3,393.64	\$641.56 \$641.56	\$0.00 \$4,035.20
	Overall Total		\$125,690.24	\$23,761.92	\$149,452.16

Schedule	UOE
Contribution Schedule	1000

MINUTES OF THE ANNUAL GENERAL MEETING 2023

OWNERS CORPORATION - 58

**Lyndon Court
135 Blamey Crescent
CAMPBELL ACT 2612**

Held on :

Tuesday, 28 November 2023 05:00 PM

Held at :

**Civium Strata Canberra - Namadgi Room
3 Lonsdale St
Braddon ACT 2612**

and Online via Google Meet

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF OWNERS CORPORATION Lyndon Court 58

Held Tuesday, 28 November 2023 5:00 PM at
Civium Strata Canberra - Namadgi Room
3 Lonsdale St
Braddon ACT 2612

and Online via Google Meet

Present	Della Jackson (Lot 26), Denise Ferris (Lot 29)
Civium Rep(s)	Madison Duberal (Civium Strata)
Proxies	Della Jackson (Chairperson) for Mr Mark Peters & Ms Susan Caroline Thomas (Lot 17)
Company Nominees	None
Apologies	Ms Ruth Jackson & Prof Clive Williams (Lot 20)
Voting Papers	Ms Wendy Gail Bannister (Lot 6)
Other Attendees	None
CFM	None
Chairperson	Della Jackson

Meeting Opened **5:00**

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 28.09.2022, be confirmed as a true and accurate account of the proceeding at that meeting. Motion Carried
2	Insurance Renewal (ORDINARY RESOLUTION) It was resolved 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. <i>Current Policy:</i> <i>Insurer: Axis</i> <i>Building Sum Insured (BSI): \$10,635,845.00</i> <i>Excess: \$1000</i> <i>Policy Expiry: 15/10/2024</i> Motion Carried
3	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. <i>NOTE: As the last insurance valuation was completed in 2022, it was agreed it is not necessary to have another valuation done this year. This will be revisited at the next AGM.</i> Motion Deferred
4	Insurance Claims (ACKNOWLEDGEMENT) That the Owners Corporation consider any open or new Insurance Claims. <i>NOTE: There are no current open claims.</i> Motion Acknowledged
5	Financial Statements and Accounting Records (ORDINARY RESOLUTION) It was resolved that the financial statement of accounts for the financial year ending 31/08/2023 be adopted. Motion Carried

6	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: <u>Total Expenditure</u> \$99,726.00 <u>Total Administrative Fund Income</u> \$99,726.00 b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of: <u>Total Expenditure</u> \$81,430.00 <u>Total Sinking Fund Income</u> \$23,070.00 c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be 1st instalment 01/11/2023 2nd instalment 01/02/2024 3rd instalment 01/05/2024 4th instalment 01/08/2024 <i>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.</i> Motion Carried
7	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. <i>NOTE: An audit report is not a requirement for the complex due to the size and nature of the budget. It was agreed that this motion be deferred to the next AGM.</i> Motion Deferred
8	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. Motion Carried
9	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. <i>NOTE: No maintenance issues were raised.</i> Motion Acknowledged

10	Consideration of Physical Building Defects (ORDINARY RESOLUTION) That the Owners Corporation considers any Common Property physical building structural defects. Motion Acknowledged
11	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. <i>NOTE: The fire safety review report was not available at the time of the meeting. This will be confirmed with the EC once received.</i> Motion Carried
12	Appointment of Managing Agent (ORDINARY RESOLUTION) That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that: 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No.58 for a period of one year; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting Two representatives from the Executive Committee will be required to execute the Agency Agreement digitally, noting the agreement will be enacted after 21 days should the Agreement not be signed. <i>NOTE: The EC may discuss options for new strata management if desired. In the meantime, any feedback can be passed on to the strata manager as necessary.</i> Motion Open
13	Election of Executive Committee (ORDINARY RESOLUTION) It was resolved that the election of the Executive Committee takes place: 1. That the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee. <i>Unit 6 - Wendy Bannister</i> <i>Unit 26 - Della Jackson</i> <i>Unit 29 - Denise Ferris</i> 2. 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 Open

	General Business
	Gardens It was noted that the gardens are in good condition around the complex.
	Carpark Lines It was noted that some of the line marking in the carpark is fading. Action: The SM will obtain quotes to repaint the line marking.
	Lights It was noted that one of the lights at the complex is very bright and another needs replacing. Action: The SM will send a work order to Maritex Electrical to replace the bright light and replace the broken light.

There being no further business the chairperson declared the meeting closed at 06:00 pm
Dated: 28 November 2023
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 58

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made **28/11/2023**

A3 Reduced quorum decisions

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

Date of decision 28/11/2023	Full text of reduced quorum decision 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: 08/12/2023

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146
Unauthorised version prepared by ACT Parliamentary Counsel's Office

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 58

A2 General Meeting

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

28 October 2022

Tick applicable box, or both boxes if applicable:



Regularly convened

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



Convened after adjournment

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

A3 Reduced Quorum Decisions

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

Date of decision	Full text of reduced quorum decision
28 October 2022	(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.

29 October 2022



†

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

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

Reduced quorum decisions made at regularly convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (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 owner's corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owner's 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 owner's 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 owner's corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

**Minutes of the Annual General Meeting
58 - Lyndon Court
135 Blamey Crescent**

Date: 28 Sep 2022 at 05:00 PM

Venue: Ground Floor Boardroom, 91 Northbourne Avenue, Turner, ACT, 2612

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 6 Wendy Bannister
Lot 18 Timothy Trenholme
Lot 26 Della Jackson

Chairperson: Ms Wendy Bannister was elected chairperson for this meeting.

Apologies: Lot 29 Kenneth Baxter & Denise Ferris

Proxy Votes: Nil

Online Votes: Nil

Quorum Status: A quorum of the Owners Corporation (OC) was not present; however, the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Tegan Rapson & Harry Brennan representing Independent Strata Management Pty Ltd.

1. PREVIOUS MINUTES

That the Minutes of the previous Annual General Meeting held on the 19th of October 2021 be confirmed as a true and accurate record of the proceedings of the meeting. **Motion CARRIED**

2. INSURANCE RENEWAL

That the Owners Corporation of UP58 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee. **Motion CARRIED**

3. INSURANCE - VALUATION

That the Owners Corporation of UP58 authorise the Managing Agent to obtain an Insurance Valuation report. **Motion CARRIED**

Secretarial Note: It was noted that an Updated Insurance Valuation had been paid for in June 2022 but had not been received. Strata Manager is to follow up with QIA Group.

4. FINANCIAL STATEMENTS

That the Owners Corporation of UP58 accept the financial statements as presented. **Motion CARRIED**

Secretarial Note: Members present questioned why an amount had been paid under "Workers compensation". Independent explained that events such as injured attending contractors are covered under the strata insurance but was unable to provide specific details at the time.

5. BUDGET DEBATE - ADMINISTRATIVE FUND

That the Owners Corporation of UP58 adopt the proposed Administrative Fund budget of \$78,320.00.

Motion CARRIED

6. BUDGET DEBATE - SINKING FUND

That the Owners Corporation of UP58 adopt the proposed Sinking Fund budget of \$71,745.00, in accordance with the Sinking Fund Forecast.

Motion CARRIED

7. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

It was resolved that the Owners Corporation of UP58 agree that the approved budget for the 12 month period starting 1st of September 2022 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1/11/22, 1/2/23, 1/5/23, 1/8/23.

Motion CARRIED

8. ELECTION OF COMMITTEE

That the Owners Corporation of UP58 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Motion CARRIED

The Executive Committee will consist of the following owners:

Lot 6 Wendy Bannister

Lot 19 Mark Faulkner

Lot 20 Ruth Jackson

Lot 26 Della Jackson

Lot 29 Denise Ferris

9. GENERAL BUSINESS

Internal Painting	It was noted that all interior common property areas of the complex required painting. Strata Manager is to obtain quotes and/or follow up on pending quotes, noting two contractors had already attended site. The Executive Committee is to decide on potential colours once a quote has been accepted.
External Painting	Members present had concerns over the exterior paint that is already flaking, despite only being painted approximately four years ago. They noted that 137 Blamey Crescent (UP65, also managed by Independent) had their exterior painting undertaken around the same time but with lasting results. Strata Manager is to approach previously used contractor about potential reparation works or the contractor used by UP68 as an alternative.
Visitors Parking	It was noted that the carpark is potentially being used by residents of the neighbouring complex and customer of the local shops across the road, leaving residents of Blamey Court without a place to park. Strata Manager is to investigate deterrents to stop unauthorised use e.g. signs, gate, etc.
Electric Vehicle Charging	It was discussed that Electric Vehicle charging could potentially be investigated in the coming years, as members present noted the large costs that come with it.

Laundry Area	Members present questioned whether the laundry machines will begin to accept credit cards. Strata Manager to contact supplier for further information.
Gardening	It was discussed the current gardener is not performing at a high standard, as they were previously, and needs to direct more attention to the lawn areas. Members also noted that the gardens in front of Units 1 to 6 need to be rejuvenated, as the gardens fronting Units 7 to 36 have had this process done in the past.
Smoking	It was noted residents are smoking in front of the laundry area, which is not accepted under the House Rules, as it's part of common property. Strata Manager is to send notices to residents to remind them of the House Rules.

Meeting closed: 05:42 PM

Yours faithfully,

Independent Strata Management Pty Limited

Ashton Black

Strata Manager for Independent Strata Management Ltd Pty

On behalf of Unit Plan 58

Email: UP58@independent.com.au

Phone: (02) 6209 1554

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 UP 058

A2 General meeting

Date (or dates) of general meeting at 12 October 2021
which the reduced quorum decision or 19 October 2021
decisions were made—

Tick applicable box, or both boxes if applicable:

☐ **Regularly convened**

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

☒ **Convened after adjournment**

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
12 October 2021 19 October 2021	See attached minutes

A4 Owners corporation declaration

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

22 October 2021

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

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

Reduced quorum decisions made at regularly convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (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 owner's corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owner's 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 owner's 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 owner's corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

**Minutes of the Annual General Meeting
058 - Lyndon Court
135 Blamey Crescent**

Date: On 19 October 2021 at 5:30 PM

Venue: Zoom Online

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 20 C Williams
12/10/2021

Members Present: Lot 19 M Faulkner
19/10/2021

Chairperson: Prof C Williams was elected chairperson for this meeting.

Absentee: Lot 3 A Mocnik
Lot 5 R Trower
Lot 6 W Bannister
Lot 22 MJM NL Pty Ltd
Lot 25 J Wilson & K Downs
Lot 26 D Jackson
Lot 29 K Baxter & D Ferris

Quorum Status: Under Schedule 3.9 of the Unit Titles (Management) Act 2011 the minimum requirement of two members of the Owners Corporation (OC) was not achieved the meeting was adjourned at a cost to the OC of \$110.00.

Representative: K Buckley representing Independent Strata Management Pty Ltd.

1. ALTERNATIVE VOTING MECHANISMS

That the Owners Corporation of UP058 agree to accept online pre-voting as a valid vote as per Schedule 3, section 3.31A of the Unit Titles (Management) Act 2011.

Passed by Simple Majority

2. PREVIOUS MINUTES

That the Minutes of the previous Annual General Meeting held on the 30th of September 2020 be confirmed as a true and accurate record of the proceedings of the meeting.

Passed by Simple Majority

3. INSURANCE RENEWAL

That the Owners Corporation of UP058 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Passed by Simple Majority

4. MAINTENANCE PLAN

The Owners Corporation of UP058 agree to authorise the Managing Agent, in conjunction with the Executive Committee to obtain a Maintenance Plan, to be approved and maintained by the Executive Committee.

Passed by Simple Majority

5. FINANCIAL STATEMENTS

That the Owners Corporation of UP058 accept the financial statements as presented.

Passed by Simple Majority

6. BUDGET DEBATE - ADMINISTRATIVE FUND

That the Owners Corporation of UP058 adopt the proposed Administrative Fund budget of \$78,320.00.

Passed by Simple Majority

7. BUDGET DEBATE - SINKING FUND

That the Owners Corporation of UP058 adopt the proposed Sinking Fund budget of \$71,745.00, in accordance with the Sinking Fund Forecast.

Passed by Simple Majority

8. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

That the Owners Corporation of UP058 agree that the approved budget for the 12 month period starting 1st of September 2021 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1 November 2021, 1 February, 1 May and 1 August 2022.

Passed by Simple Majority

9. ELECTION OF COMMITTEE

That the Owners Corporation of UP058 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Passed by Simple Majority

Secretarial Note: It was agreed that 4 Owners would form the Executive Committee comprising of the following:

Lot 6 – W Bannister

Lot 19 – M Faulkner

Lot 20 – R Jackson

Lot 29 – D Ferris

10. GENERAL BUSINESS

Nil

Meeting closed at 06:00 PM

Yours faithfully

Independent Strata Management Pty Limited

Kate Buckley

Strata Manager for Independent Strata Management Ltd Pty

On behalf of Unit Plan 058

Email: teamdelta@independent.com.au

Phone: 02 6290 1462

**Minutes of the Annual General Meeting
058 - Lyndon Court
135 Blamey Crescent**

Date: On 30 September 2020 at 05:30 PM

Venue: Boardroom, Level 2, 91 Northbourne Avenue, Level 2, Turner, ACT, 2612

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 29 Ms Denise Ferris
30th September 2020

Members Present: Lot 6 Ms Wendy Bannister
8th October 2020 Lot 20 Ms Ruth Jackson & Mr Prof Williams

Chairperson: Ms Wendy Bannister was elected chairperson for this meeting.

Absentee Votes: Lot 5 Mr Rodney Trower
Lot 8 Ms Clare McCarthy
Lot 9 Mr Brian & Mrs Judith Garrington
Lot 12 Ms Samantha Morrison
Lot 16 Mrs Laurie McDonald
Lot 23 Mr Jason & Mrs Ann-Marie Wilson
Lot 25 Mr John Wilson & Ms Karen Downs
Lot 26 Ms Della Jackson
Lot 30 Mr Andrew Conacher & Ms Fiona McKay

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Ms Kate Buckley representing Independent Strata Management Pty Ltd.

1. PREVIOUS MINUTES

That the Minutes of the previous Annual General Meeting 28th of November 2019 be confirmed as a true and accurate record of the proceedings of the meeting.

Passed by Simple Majority

2. INSURANCE RENEWAL

That the Owners Corporation of UP 058 authorise the Managing Agent to renew and adjust the building insurance in consultation with the Executive Committee.

Passed by Simple Majority

3. INSURANCE - VALUATION

That the Owners Corporation of UP 058 authorise the Managing Agent to obtain an insurance valuation report.

Passed by Simple Majority

4. FINANCIAL STATEMENTS

That the Owners Corporation of UP 058 accept the financial statements as presented.

Passed by Simple Majority

Secretarial note: It was noted that the updated Sinking Fund Forecast Report was paid for twice. Strata Manager to follow up with QIA to obtain refund.

5. BUDGET DEBATE - ADMINISTRATIVE FUND

That the Owners Corporation of UP 058 adopt the proposed Administrative Fund budget of \$72,890.00.

Passed by Simple Majority

6. BUDGET DEBATE - SINKING FUND

That the Owners Corporation of UP 058 adopt the proposed Sinking Fund budget of \$21,112.00.

Passed by Simple Majority

7. ADMINISTRATIVE AND SINKING FUND LEVY CONTRIBUTION

That the Owners Corporation of UP 058 agree that the approved budget for the 12 month period starting 1/9/20 will be raised in accordance with the unit entitlements on a Quarterly basis, being 1 November 2020, 1 February, 1 May and 1 August 2021.

Passed by Simple Majority

8. ELECTION OF COMMITTEE

That the Owners Corporation of UP 058 agree to appoint 3 to 7 Owners to form the Executive Committee until the next Annual General Meeting.

Passed by Simple Majority

It was agreed that 3 Owners would form the Executive Committee comprising of the following;
Lot 6, Ms Wendy Bannister Lot 20, Ms Ruth Jackson Lot 29, Ms Denise Ferris

9. STRATA MANAGEMENT AGENCY AGREEMENT

That the Owners Corporation of UP 058 enter into the following arrangements:

Passed by Simple Majority

- 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;
- f. 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.

10. GENERAL BUSINESS

Steel Windows:

It was noted that the window painting was poorly completed a few years ago. Owners present would like Strata Manager to obtain quotes to send to the Committee for review to budget for the works in the near future.

Clothesline:

It was discussed the clotheslines are in need of replacement. Strata Manager to organise replacement of these.

Lights on Neighbouring Complex:

Owners Present discussed the lights on the neighbouring complex are very bright at night and are blinding people when they are driving towards the carpark. Strata Manager to contact neighbouring complex to see if they can fix this issue with light covers/different bulbs.

Concrete Garden Surrounds:

It was discussed that there are different edges on the surroundings of the gardens, some are concrete and some are sandstone. Strata Manager to contact Gardener to discuss options to make all garden surrounds uniform. Options available will be sent to the Committee for review.

Repaint Internal Stairwells:

Owners present have asked that Strata Manager obtain quotes for the painting of all internal stairwells so the Committee can budget for the works over the next few years.

Bike Rack:

Owners present raised concerns about the bike rack as the colourbond has rust patches all over it. Strata Manager to obtain quotes for replacement colourbond.

Laundry Roof:

Owners present would like the laundry roof to be assessed as it looks like it need replacing. Strata Manager to obtain quotes for replacement.

Garden Report:

It was raised that the garden rejuvenation works were only complete in some areas not all, but they have used all the budgeted money for the works. Strata Manager to obtain a report from the gardener for the extra work still required and the cost. Once the report has been obtained Strata Manager will send it to the Committee for review.

Concrete Pathways:

It was raised that the concrete is uneven and causing a trip hazard in front of units 1-6 and 7-12. Strata Manager to obtain quotes for the repair/replacement of the concrete for the Committee to review.

Boom Gate:

It was raised that some Owners would like to install a boom gate to stop people parking in the carpark who are not residents. Strata Manager to investigate this option for the Committee over the next few years.

Cleaner:

Owners present would like to obtain the cleaners scope of works. Once obtained Wendy will review and advise if we need to ask the cleaners for extra one off works e.g. cleaning of walls in stairwells.

Letterboxes:

It was raised that Owners would like to investigate other options for security of letterboxes, this could involve moving them outside in one bank or installing security doors. Committee to discuss options over the near future and to advise how they would like to proceed to the Strata Manager.

Sensor Lights:

It was raised that the hallways are not very secure, and Owners would like to investigate the option of installing sensor lights. Strata Manager to obtain quotes for instillation of sensor lights to provide to the Committee for review.

External Lights:

Owners present raised some concern about the brightness of the external lights on the building. The lights are different colours with some being white light and some yellow. Strata Manager to get an electrician to complete an audit on all external light and to make them all uniform.

The meeting closed at 6:09pm

Yours faithfully

Independent Strata Management Pty Limited

Kate Buckley

Strata Manager for Independent Strata Management Ltd Pty

On behalf of Unit Plan 058

Email: teamdelta@independent.com.au

Phone: 02 6209 1462

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 UP058

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 26th of August 2021

Tick applicable box, or both boxes if applicable:



Regularly convened

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



Convened after adjournment

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

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
26 th of August 2021	Please see attached minutes.

A4 Owners corporation declaration

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

26th of August 2021

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

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

Reduced quorum decisions made at regularly convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (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 owner's corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owner's 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 owner's 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 owner's corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

**Minutes of the Extraordinary General Meeting
058 - Lyndon Court
135 Blamey Crescent**

Date: On 26 Aug 2021 at 05:30 PM
Commencement: 05:30 PM
Venue: 91 Northbourne Avenue, Turner, ACT, 2612

AGENDA ITEMS AND MOTIONS AS DETERMINED BY THE OWNERS CORPORATION

MEETING FORMALITIES

Members Present: Lot 20 Ms Ruth Jackson & Prof. Clive Williams

Chairperson: Prof. Clive Williams was elected chairperson for this meeting.

Absentee Votes:

Lot 6	Ms Wendy Bannister
Lot 8	Ms Clare McCarthy
Lot 12	Ms Samantha Morrison
Lot 16	Mrs Laurie McDonald
Lot 22	Ms Jeannette Ross
Lot 25	Mr John Wilson & Ms Karen Downs
Lot 26	Ms Della Jackson
Lot 29	Prof. Denise Ferris & Mr Kenneth Baxter

Proxy Votes:

Lot 2	Ms Julie Curtis to Ms Ruth Jackson & Prof Clive Williams
Lot 3	Mrs Anna Mocnik to Ms Frances Mocnik

Quorum Status: A quorum of the Owners Corporation (OC) was not present, however the meeting proceeded on a reduced Quorum basis (as per Schedule 3.9 of the Unit Titles (Management) Act 2011) - See attached reduced quorum coversheet.

Representative: Mr Josh Dennis representing Independent Strata Management Pty Ltd.

1. SPECIAL LEVY

That the Owners Corporation of UP058 raise a special purpose levy to the value of \$50,000 for the Sinking Fund with the levy contributions to be raised in accordance with the unit entitlements on a one off basis.

**CARRIED
(UNANIMOUS)**

Meeting closed: 05:40 PM

Yours faithfully
Independent Strata Management Pty Limited

Kate Buckley
Strata Manager for Independent Strata Management Ltd Pty
On behalf of Unit Plan 058
Email: teamdelta@independent.com.au
Phone: 6209 1462

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 058 – ‘LYNDON COURT’
135 BLAMEY CRESCENT, CAMPBELL**

Held: Chill Café & Bar – 2 Blamey Place, Campbell at 5.45pm

Present: Ms L McHugh, Ms A Stewart and Mr Steven Wiebe (Managing Agent)

Quorum: A quorum was not met, however discussions took place

Business:

Stolen Letters: Ms McHugh informed the meeting that she had located a number of stolen and discarded letters for residents within the laundry. A number of these letters were Medicare letters with cards attached; all of the cards were missing. Ms McHugh has informed the Police. The managing agent was requested to compose a letter to all owners requesting that they ensure that the letter box is emptied on a regular basis and to keep an eye out for suspicious behaviour.

Financials: The managing agent was requested to look into the charge from the plumber for the clean up of the waste left behind from the re-concreting works. Committee members present at the meeting felt that as this waste was created by the plumbers on previous visits then additional payment to clear up the waste should not have been sought by the plumber.

Ms McHugh requested that the managing agent forward copies of proposed standing orders for different units' plans around Canberra. This would allow for the committee to make an informed decisions as to the amount of leeway that the managing agent is allowed.

The meeting also informed the managing agent that payments for the roofing works that were carried out for the replacement, cleaning and installation of Gutter Guard on the gutters of the complex should have been taken out of the Sinking fund rather than the Administrative fund. The managing agent agreed to rectify the situation.

The managing agent was requested to investigate the PAYG section of the expenditure as this complex should not be paying PAYG tax. The managing agent agreed to look further into the payment and report back to the committee.

Gardener/Caretaking: The meeting expressed a number of concerns relating to the current gardener of the complex. The main concerns of the committee members present were that there was no weeding; leaves were being left under the shrubs, pruning of shrubs was not being carried out and rubbish is being left on the grounds.

The meeting also discussed the letter received from the gardener in relation to the cleaning of the complex. This letter named Ms McHugh as the main complainant, which members present felt was inappropriate. The managing agent was requested to write a letter to the gardener expressing the concerns of the committee in relation to his work, and that the committee felt that his letter was inappropriate.

Ms McHugh informed the meeting that the temporary cleaner, Impress Cleaning Services, has not impressed her on the latest clean. The laundry was not cleaned this time around, and the standard of cleaning had declined in the last week.

The managing agent was requested to obtain 3 additional quotes for both the gardening and the caretaking of the complex. Upon receipt, they will be forwarded to the committee for their approval.

Unit 1: Ms McHugh informed the meeting that Unit 1 had installed an alarm system into the unit. Whilst this in itself is not an issue, the issue lies with the external placement of the alarm, which has been placed on a wall in the common area walkway. The owners of Unit 1 have also installed a glass panelled door. The managing agent stated that he had approved the owners to replace the door "Like for Like." However no approval had been sought for the replacement of the door with a glass panelled front door.

The managing agent informed the meeting that he had been in contact with the Fire Brigade of ACT who have stated that as this door would not meet the fire door safety code, then it must be removed.

The managing agent was requested to write to the owners of Unit 1 and request that the door be removed and replaced with a solid fire safety approved door and that no request to change this door would be approved. This letter is also to state that committee approval is to be sought for the alarm system that has already been installed without prior consultation with the Lyndon Court Body Corporate.

On-Site Meeting: the managing agent was requested to arrange an onsite meeting to discuss the pine tree on the corner of Blamey Cres and Chauvel Streets and the possible removal of one of the leaders or the entire tree. This meeting shall also discuss the placement of the alarm on common property by Unit 1. This meeting will be held on the 16th June 2007 at 10am.

Closure: With no further business to discuss, the meeting closed at 6.30pm.

**MINUTES OF EXECUTIVE COMMITTEE MEETING
UNITS PLAN 058 – ‘LYNDON COURT’
135 BLAMEY CRESCENT, CAMPBELL**

Held: Unit 28, 135 Blamey Crescent, Campbell
Thursday 14 July 2005 at 5.30 pm

Present: Mr M Tani, Ms S Herbert, Ms L McHugh, Ms A Stewart
and Mrs L Keane (Independent Body Corporate)

Quorum: A quorum was met and meeting proceeded.

Business:

Gardening and Caretaking Duties

It was agreed that as Coppin's Caretaking Services had tendered their notice of termination, quotes would be obtained from Matt's Gardening Services, GNM Services and Tall Poppies Horticultural Services to carry out the gardening and caretaking duties. The generic gardening and caretaking specification were amended to suit 'Lyndon Court' and these would be supplied to the tenderers for tendering purposes. Once quotes were obtained, the Body Corporate Manager would forward to Executive Committee for their decision.

Gutters

An Executive Committee member from a neighbouring complex had notified the Body Corporate Manager that the gutter in the front block (at the rear) above Unit 12 was coming away from the roof. After inspection, it was agreed that the Body Corporate Manager would organise the repairs.

It was agreed that all gutters be checked for required repairs and report and quote be obtained on the condition with view to replacement where necessary.

Concerns were raised that repairs to the roof above Units 20, 23 and 24 could have been avoided if the gutter cleaning carried out in March 2005 had picked up any repair work required. The Body Corporate Manager to investigate this.

Insurance

It was agreed that the Body Corporate Manager obtain quotes from the current insurer and 2 alternate insurers to reduce the cover to \$3,920,000.00 (suggested cover by property valuer) and also quotes for current cover of \$4,030,000.00.

Unit 4 Front Door

It was requested that repairs to the front door of Unit 4 be carried out. The door had been damaged while emergency services officers were gaining access due to the death of the occupant. Body Corporate Manager to check whether this was claimable under Building Insurance.

Reducing Water Consumption

M Tani suggested that consideration be given to replacing the current irrigation system with a dripper system. It was agreed that this would be an expensive option particularly as the current system is working adequately. It was suggested that a "grey" water tank be installed for use on garden beds and lawns. M Tani to investigate this option and report back to Executive Committee.

Meeting closed at 6.15pm

ACT Maintenance Plan

Lyndon Court

135 Blamey Crescent, Campbell, ACT 2612

Scheme Number: 058



COMPILED BY VON HARAMINA

**On 13 July 2022 for the
Period Commencing 1 January 2022
QIA Job Reference Number: 175430**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E info@qiagroup.com.au

W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

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

QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
PROPERTY LOCATION	- 3 -
INSPECTION & DOCUMENTATION SUMMARY	- 3 -
BACKGROUND	- 4 -
REPORT INFORMATION	- 5 -
AREAS NOT INSPECTED (Typical)	- 5 -
PHOTOS	
PLAN	

INTRODUCTION

This Maintenance Plan has been compiled to assist the Property to meet their obligations with respect to the:

- Unit Titles (Management) Act 2011 (s24);
- Unit Titles (Management) Regulation 2011 (s4A)
both as amended 1 November 2020.

PROPERTY LOCATION

135 Blamey Crescent, Campbell, ACT 2612

INSPECTION & DOCUMENTATION SUMMARY

The property was inspected on July 2022

The following items were supplied as part of the Developer's Maintenance Schedule:

- Not applicable

The following manuals, warranties, or other maintenance statements were supplied at the time of inspection or with the report request:

- Not applicable

BACKGROUND

The Unit Titles (Management) Act 2011 and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.

The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all the owners of the units within the Units Plan. The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services. Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

In a typical Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually, the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor. In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

In a typical Class B Units Plan the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management, and administration of the common property. Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries. A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

REPORT INFORMATION

This Maintenance Plan provides a schedule for the maintenance and inspection of plant, equipment and other capital items on the common property where the maintenance and inspection is reasonably required to avoid future damage to, or failure of, those items. It is predominantly designed to:

- Identify the items of plant & equipment, facilities and structures that require ongoing maintenance.
- Prioritise required maintenance and ensure, where applicable, that maintenance is carried out as required by any regulation, standard or warranty in the required timeframe
- Assist with the scheduling of General, Special and Sinking Fund Budget Items.

An on-site visual inspection by a suitably qualified professional was carried out and any maintenance schedules, warranties, manufacturer's recommendations, and specific product information that was provided to us has been referenced in our findings. Where further detailed information was not available or made available to us, the Spreadsheet that forms part of the report can be updated by Owners or Managers as this information becomes available or is produced over time. It is in fact an important component of the Maintenance Plan that the plan is updated on an ongoing basis in order to provide a current status of maintenance of the property at all times.

This Maintenance Plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items was available at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of inspections and the repairs and replacements identified for restorative purposes only.

The report does not and cannot make comment upon the specific condition of specialist items and equipment such as gas fittings and supply systems, heritage listing conditions or requirements, fire protection fittings and systems, HVAC fittings and systems site drainage, electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings, security concerns, detection and identification of illegal building work, and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

Items that have a long lifespan will require ongoing and regular inspections to ensure there is no evident deterioration and damage and may require intermittent repair, replacement to achieve their full life expectancy

AREAS NOT INSPECTED (Typical)

- Part or parts of the common property building interior that were not readily accessible.
- Part or parts of the building exterior were not readily accessible.
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation, or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.







ACT MAINTENANCE PLAN

Lyndon Court - Plan No 058 (Class A)

135 Blamey Crescent, Campbell, ACT 2612

Date of preparation of Initial Maintenance Plan - 13 July 2022



ITEMS				Anticipated Inspection / Maintenance Requirements						Anticipated Capital Expenditure (Repair, Upgrade, Replacement)																	
Location and Item Description	Item Detail	Identifier	Install Date	Inspection Type	Relevant Standard	Inspection Frequency	Date last Inspected/Maintained	Inspector	Estimated Overall life (years)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036			
General Description of Asset or item to be maintained (NB Longterm assets may require regular inspection for deterioration even though replacement may be outside period of plan)	Manufacturer name, model or Capacity where known	Serial number or ID where known	Where known or assumed	Prestart, installation, or ongoing - Inspect only or Inspect & Maintain	Applicable Australian Standard, Regulation or Code where applicable	Required, likely, or anticipated frequency of inspection or maintenance	Date which last inspection, testing or repair was carried out	Company or person responsible for inspection, testing or maintenance	Based on manufacturer recommendations or anticipated/expected life (where applicable)	Forecast date where major refurbishment or replacement may be required for each particular asset or capital item. Where a Sinking Fund has been prepared, table may represent forecast expenditure where appropriate																	
SUPERSTRUCTURE																											
Repaint all previously painted exterior surfaces				Routine		Annually		OC	10	X										X							
Repaint fascia				Routine		Annually		OC	10	X										X							
Repaint soffits				Routine		Annually		OC	10	X										X							
Repaint door faces				Routine		Annually		OC	10	X										X							
Maintain/replace external door/frames				Routine		Annually		OC	25					X													
Repair/maintain handrail fixings				Routine/Safety		Annually		OC	35			X						X						X			
Repaint handrails				Routine		Annually		OC	10	X										X							
Maintain window fixtures & fittings				Routine		Annually		OC	50			X					X					X					
DRIVEWAYS, PATHWAYS & PARKING																											
Topcoat/reseal bitumen driveway service				Routine/Safety		Annually		OC	40								X										
Maintain bitumen driveway (patchwork)				Routine/Safety		Annually		OC	40		X			X										X			
Maintain concrete pathways				Routine/Safety		Annually		OC	40				X							X							
Repair/replace paved pathways				Routine/Safety		Annually		OC	30			X						X						X			
Repair/replace tiled pathways				Routine/Safety		Annually		OC	40				X							X							
Repaint line marking				Routine/Safety		Annually		OC	10		X										X						
Maintain concrete kerbing				Routine/Safety		Annually		OC	50				X							X							
Pressure wash driveway, remove residue				Routine/Safety		Annually		OC	As required																		
EXTERNAL WORKS																											
Maintain common pipework						Annually		Licenced Plumber	Ad Hoc	X					X					X							
Maintain bike storage enclosure				Routine		Annually		OC	35								X										
Pressure wash pathways, remove residue				Routine/Safety		Annually		OC	As required																		
FENCING																											
Repair/replace chainwire/mesh fencing				Routine		Annually		OC	40															X			
Maintain/repair masonry walls/fencing				Routine		Annually		OC	50									X									
FURNITURE & FITTINGS																											
Maintain signage				Routine		Annually		OC	15		X					X					X						
Provision to replace mail boxes				Routine		Annually		OC	35					X													
Ongoing replacement of common area lighting				Routine/Safety		Annually		OC	15			X								X							
Maintain/replace door hardware				Routine		Annually		OC	20				X							X							
Maintain/replace door closers				Routine		Annually		OC	20				X							X							
Maintain/replace clotheslines				Routine		Annually		OC	15	X			X			X								X			
Inspect/Maintain Electrical Switchboard & RCDs				Compliance	AS/NZS 3000:2018	Biannually		Licenced Electrician	30																		
LANDSCAPING																											
Maintain/replace garden edging				Routine/Safety		Annually		OC	40				X								X						
Replace/refurbish garden mulch				Routine		Annually		OC	As required																		
Remove/trim large trees				Routine		Annually		OC	As required																		



ACT MAINTENANCE PLAN

Lyndon Court - Plan No 058 (Class A)

135 Blamey Crescent, Campbell, ACT 2612

Date of preparation of Initial Maintenance Plan - 13 July 2022

[illegible]



Residential REPORTS

PRESALE REPORT

11/135 Blamey Crescent

Campbell

REPORT PREPARED

2 July 2026



35 Poynton Street Hughes



6288 0402



info@residentialreports.com.au

SITE RECORD

ADDRESS	11/135 Blamey Crescent Campbell
INSPECTION DATE	23 June 2026
INSPECTOR	Mick Ffrench
CLIENT	Jamie Driscoll
JOB REFERENCE	47256
WEATHER CONDITIONS	Fine
OCCUPANCY STATUS	occupied - the dwelling was furnished at the time of inspection

INSPECTION DATA SUMMARY

WALL CONSTRUCTION	brick cavity construction. For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Brick Cavity Wall Construction
ROOF CONSTRUCTION	flat framed construction metal deck roof covering
FLOOR CONSTRUCTION	suspended concrete slab construction
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 <i>Timber Pest Overview</i> and <i>Recommendations</i> sections, for complete details and context - no evidence of active subterranean termites (live species) was found at the time of our inspection

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

Mick Ffrench

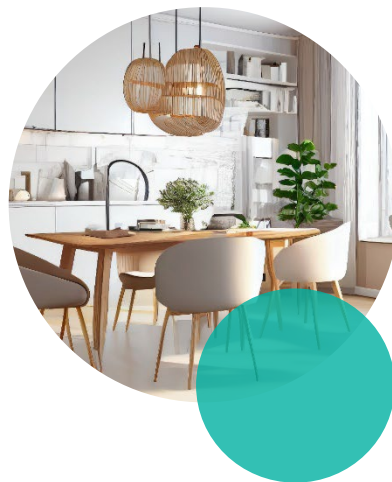
Mick Ffrench

Building & Timber Pest Assessor ~ Pest Control Licence Number: 0858 (ACT) 5068195 (NSW)

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 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.



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

Bedroom

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair • minor damage noted to bedroom door adjacent to latch

Bathroom and Toilet

ceilings and cornices	fair • some of the screws in the plasterboard ceiling are visible
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
ventilation	• there is no mechanical ventilation
toilet suite	good
water leakage	• no water leakage detected in accessible areas
wall tiles	good
floor tiles	good
fit-out	good
hardware, fixtures and fittings	good

Kitchen

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
sink	good
splashback	good
ventilation	• ventilation is provided by an externally ducted range hood
hardware, fixtures and fittings	good
kitchen fit-out	good

Living/Dining Room

ceilings and cornices	good
architraves and skirting boards	good
walls	fair the shelf framing in cupboard adjacent entry requires refixing
doors and windows internal	good

Hallway

ceilings and cornices	good
architraves and skirting boards	good
walls	good there are some run marks at the wall lining/cornice intersection; the area was dry at the time of inspection
doors and windows internal	good

Roof Cavity

insulation	there is no access to the roof cavity, we are unable to determine if insulation has been installed, a roof cavity inspection has not been undertaken
sarking	there is no access to the roof cavity, we are unable to determine if sarking has been installed
roof construction	flat framed construction

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

Inspection Items	
roof exterior	no condition has been applied - metal deck roof covering - height restrictions did not allow for a roof top inspection. No condition has been applied
gutters and downpipes	no significant defects gutters inspected from underside only due to height restrictions
eaves, fascia and barge ends	no significant defects
wall construction exterior	no significant defects - brick cavity construction. For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Brick Cavity Wall Construction - there is movement cracking in the exterior masonry, while the cracks were not considered to be structurally significant at the time of our inspection, they should be monitored over time to ensure that there is no ongoing movement
doors and windows external	no significant defects
floor construction	no significant defects - suspended concrete slab construction - 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	a condition has not been applied to the common driveway

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 MODERATE - regular inspections are recommended
Evidence of timber pests	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?	at the time of the inspection a treatment in accordance with Australian Standard 3660.1 to control or prevent subterranean termites from infesting and causing damage to the property was not considered necessary, however regular inspections should be carried out as recommended
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? not applicable, no weep holes have been installed 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)	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.

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? not applicable to this property
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.

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 should 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 issues, 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.



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.

11/135 Blamey Crescent Campbell	
Area	Restrictions
INTERIOR	access during inspection of the interior of the property was restricted by: - furniture and stored goods including in cupboards and under sink units - window treatments and floor coverings - stored goods within the dwelling
SUBFLOOR	there is no subfloor, the dwelling is constructed on top floor
ROOF CAVITY	flat framed construction, there is no internal access available for inspection
ROOF EXTERIOR	no access - height restrictions did not allow for a roof top inspection. No condition has been applied
GROUND & EXTERNAL STRUCTURES	access to the inspection of grounds/external structures was restricted by: - 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

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 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. Repairation 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 any 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.

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.

BUILDING CODE OF AUSTRALIA AND COUNCIL APPROVALS - Structures inspected 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 Certificates of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing structures on the subject property are in strict accordance with approved plans, as plans and approvals are NOT obtained for this inspection. Any references to, or opinions regarding, compliance with the BCA are observational and are only an opinion of the inspector. Additionally, there is no guarantee given that the building or any improvements are in accordance with the current Building Code of Australia. In most circumstances for older dwellings, 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 (*Hyloterpes 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 *Calymnaderus 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.

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.

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 inexperienced 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 undertaken 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.](#)

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

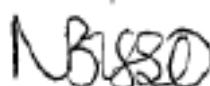
Public Liability

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: ☆
in Climate: 24

.5 STARS

SCORE: -79 POINTS

Name: Jamie Driscoll

Ref No: 47256

House Title: Unit 11, Block 34, Section 32

Date: 23-06-2026

Address: Unit 11 of 135 Blamey Street
Campbell

2612

Reference: C:\REPORTS\...\BLAMEY CRESCENT CAMPBELL 11 OF 135

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★		★★		★★★		★★★★		★★★★★		★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-79											
Potential	-23											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points	
Change ceiling insulation	R 4	16
Change glass to Double Glazing	100 %	10
Change curtain to	Heavy Drapes & Pelmets	22
Seal Internal Doors		2
Weather strip entry door		5

FirstRate Mode
Climate: 24

RATING SUMMARY for: **Unit 11, Block 34, Section 32, Unit 11 of 135 Blamey Street, Campbell**

Assessor's Name: **Kelly Hill**

				Points		
Feature				Winter	Summer	Total
CEILING				-11	-2	-13
Surface Area:	0	Insulation:	-13			
WALL				-75	-2	-77
Surface Area:	-71	Insulation:	-22	Mass:	15	
FLOOR				22	-5	18
Surface Area:	16	Insulation:	-2	Mass:	4	
AIR LEAKAGE (Percentage of score shown for each element)				-2	0	-2
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	20 %			
Exhaust Fans	13 %	Doors	53 %			
Down Lights	0 %	Gaps (around frames)	14 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-33	-10	-43
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	4	10%	-26	9	-4	-21
WNW	4	11%	-32	17	-6	-21
Total	8	21%	-58	26	-10	-43

* 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 -7 points

			Winter	Summer	Total
RATING		SCORE	-98	-18	-79*

* includes 37 points from Area Adjustment

Detailed House Data

House Details

ClientName	Jamie Driscoll
HouseTitle	Unit 11, Block 34, Section 32
StreetAddress	Unit 11 of 135 Blamey Street
Suburb	Campbell
Postcode	2612
AssessorName	Kelly Hill
FileCreated	23-06-2026
Comments	Class A Building Assessor Lic No. 2022178

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	37.7m ²
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	8.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Cavity	No	R0.0	27.9m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	No	Yes	R1.0	45.7m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WNW	1.3m	2.4m	No	SG	STEEL	VE	No	0.8m	0.8m	0.4m
2	WNW	1.3m	0.8m	No	SG	STEEL	VE	No	0.8m	0.8m	0.4m
3	ESE	1.3m	1.8m	No	SG	STEEL	VE	No	0.8m	0.8m	0.4m
4	ESE	1.0m	0.8m	Yes	SG	STEEL	NC	No	0.8m	0.8m	0.4m
5	ESE	1.0m	0.8m	No	SG	STEEL	VE	No	0.8m	0.8m	0.4m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	WNW	1.3m	2.4m	0.0m	0.0m	0.0m	0.0m	1.6m	0.4m	0.0m	0.0m
2	WNW	1.3m	0.8m	0.0m	0.0m	0.0m	0.0m	1.6m	5.4m	0.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ?	Good
-----------------------------------	------

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	Yes
Is the Entry Door Weather Stripped ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	1	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	1
External Doors	1	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Medium
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

Rater Comments

House Details

ClientName	Jamie Driscoll
HouseTitle	Unit 11, Block 34, Section 32
StreetAddress	Unit 11 of 135 Blamey Street
Suburb	Campbell
Postcode	2612
AssessorName	Kelly Hill
FileCreated	23-06-2026

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 Pelmet' will take into account windows that already have Heavy Drapes and Pelmet 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.

PAYMENT PENDING

As per terms and conditions in the
Residential Reports Client Guarantee



Tax Invoice

Inspection Number 47256

Please ensure this number is used when making payment

15 June 2026

Jamie Driscoll

For the Property at: 11/135 Blamey Crescent Campbell ACT 2612

BUILDING & PEST REPORT + EER INSPECTIONS PACKAGE	
Building & Pest Inspection & Report	\$590.91
Access Canberra EER Lodgment Fee (no GST)	41.00
First Rate Energy Efficiency Inspection & Report	372.73
Total GST	96.36
TOTAL INC GST	\$1,101.00

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	
	To avoid unallocated payments please use reference number: 47256
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: 47256 IMPORTANT: PLEASE ensure this unique ID is used



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

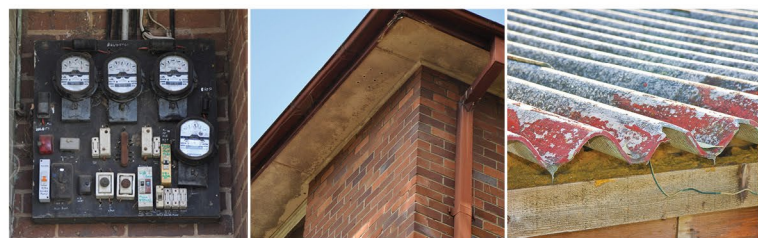
Residential Reports Pty Limited **ABN 38 609 880 122**

35 Poynton Street Hughes ACT 2605 **p 6288 0402** info@residentialreports.com.au

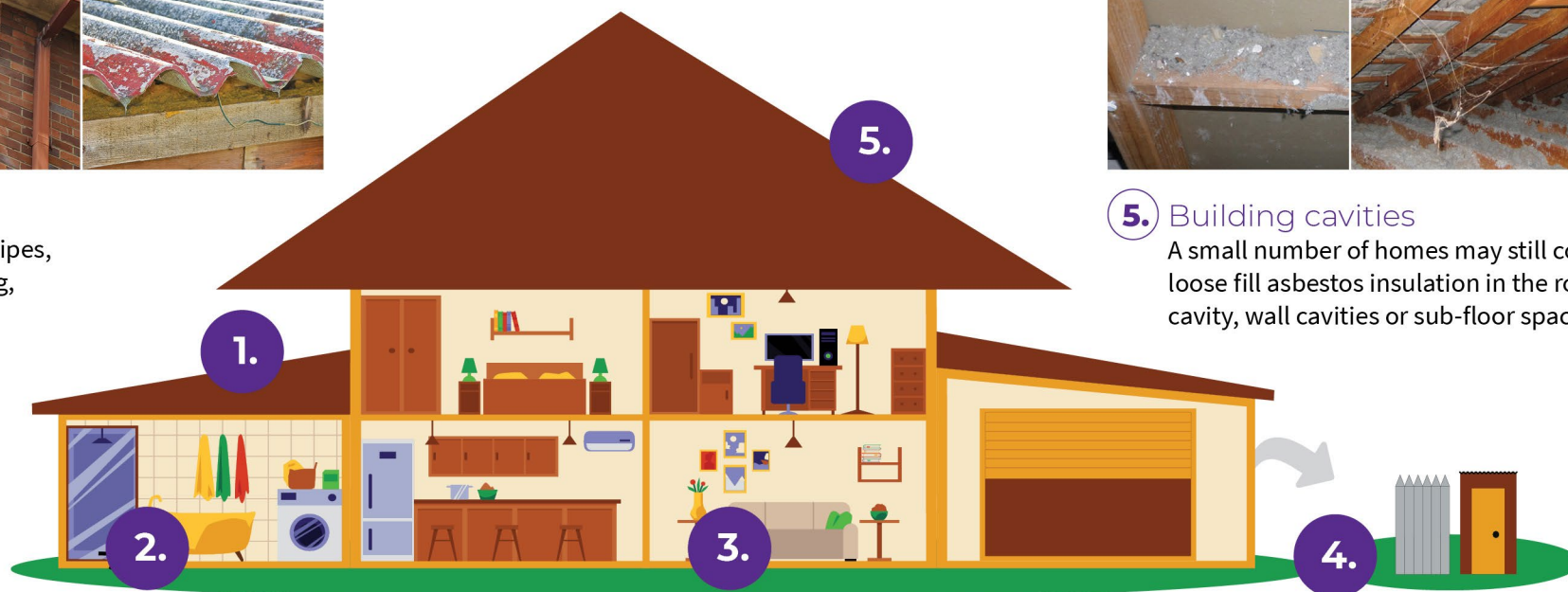
Member- Master Builders Association & The Australian Environmental Pest Managers Association

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



- 1.** Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



- 5.** Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



- 2.** Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



- 3.** Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



- 4.** Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

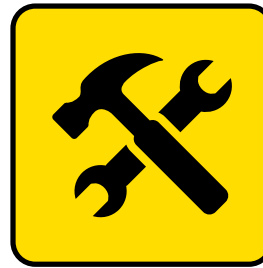
Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.