Form 1 - Vendor's statement

(Section 7 Land and Business (Sale and Conveyancing) Act 1994)

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

☐ *means the Part, Division, particulars or item may not be applicable.*

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

* *means strike out or omit the option that is not applicable.*

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~

Address:

3 Vendor:

Daniele Lavermicocca

Address:

48/59 Wrights Road Drummoyne NSW 2047

4 Vendor's registered agent:

Klemich Real Estate Pty Ltd (A.C.N. 101 825 147)
T/A Klemich Real Estate RLA 174424

Address:

1/245 Fullarton Road Eastwood SA 5063

5 Date of contract (if made before this statement is served):

6 Description of the land: *[Identify the land including any certificate of title reference]*

112/89 Buchanan Drive Woodforde SA 5072

Lot 112 Primary Community Strata Plan 42031 in the area named Woodforde Hundred of Adelaide being improved land and whole of the land in Certificate of Title Volume 6234 Folio 323

Part B - Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

(a) you purchased by auction; or

(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or

(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or

(d) you are a body corporate and the land is not residential land; or

(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or

(g) the contract also provides for the sale of a business that is not a small business.

2 - Time for service

The cooling-off notice must be served -

(a) if this form is served on you before the making of the contract - before the end of the second clear business day after the day on which the contract was made; or

(b) if this form is served on you after the making of the contract - before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 - Methods of service

The cooling-off notice must be -

(a) given to the vendor personally; or

(b) posted by registered post to the vendor at the following address:

48/59 Wrights Road Drummoyne NSW 2047

(being the vendor's last known address); or

(c) transmitted by fax or email to the following fax number or email address:

georgie@klemich.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

(d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

1/245 Fullarton Road Eastwood SA 5063v

(being *the agent's address for service under the *Land Agents Act 1994* / ~~an address nominated by the agent to you for the purpose of service of the notice).~~

Note - Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that -

(a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;

(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 - Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than -

(a) the amount of any deposit paid if the deposit did not exceed $100; or

(b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase -

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*I/~~We~~ Daniele Lavermicocca

of 48/59 Wrights Road Drummoyne NSW 2047

being the *vendor(s) /~~person authorised to act on behalf of the vendor(s)~~ in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date:	07/03/24	Date:	
Signed		Signed	
Date:		Date:	
Signed		Signed	

Part D - Certificate with respect to prescribed inquiries by registered agent ☑

(section 9)

To the purchaser:

I, Christine Bertram of Bertram Form 1 Shop Pty. Ltd. (A.C.N. 147 186 132)

certify *~~that the responses~~ / that, subject to the exceptions stated below, the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions: The Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment is not detailed in Item 29.1 of the Property Interest Report - Refer to www.plan.sa.gov.au/have_your_say/code-amendments/on-consultation for details.

Date: 07/03/2024

Signed: 

~~*Vendor's~~ / ~~Purchaser's agent~~

*Person authorised to act on behalf of *Vendor's/~~Purchaser's~~ agent

Schedule - Division 1 - Particulars of mortgages charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note -

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless -

(a) there is an attachment to this statement and -

(i) all the required particulars are contained in that attachment; and

(ii) the attachment is identified in column 2; and

(iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -

(i) is 1 of the following items in the table:

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

36.1 Charge of any kind affecting the land (not included in another item); and

(ii) is registered on the certificate of title to the land; and

(iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]
[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.
Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-
(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
(c) the heading "6. Repealed Act conditions" and item 6.1; and
(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]
*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*
[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]
[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1 Mortgage of land

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? NO

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Number of mortgage (if registered):

13613606

Name of mortgagee:

Secure Funding Pty Ltd

1.2 Easement

(whether over the land or annexed to the land)

Note - "Easement" includes rights of way and party wall rights

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Property Interest Report - Page 12

Description of land subject to easement:

CT Volume 6234 Folio 323

Nature of easement:

Statutory Easements

Are you aware of any encroachment on the easement?

NO

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

1.3 Restrictive covenant

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Encumbrance (13613605)

Nature of restrictive covenant:

Refer to Encumbrance (13613605) attached

Name of person in whose favour restrictive covenant operates:

Woodforde JV Pty Ltd

Does the restrictive covenant affect the whole of the land being acquired?

YES

If NO, give details:

Does the restrictive covenant affect land other than that being acquired?

NO

1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

*[**Note -** Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

$ per (period)

Is the lease, agreement for lease etc in writing?

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -

(a) the Act under which the lease or licence was granted:

(b) the outstanding amounts due (including any interest or penalty):

5. Development Act 1993 (repealed)

5.1 section 42 - Condition (that continues to apply) of a development authorisation

*[**Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable?	✓
Will this be discharged or satisfied prior to or at settlement?	NO
Are there attachments?	YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Adelaide Hills Council search - Section 42 & State Planning Commission response

Condition(s) of authorisation:

Refer to Decision Notification Forms included in Adelaide Hills Council search & State Planning Commission response attached

6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)

*[**Note** - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]*

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Nature of condition(s):

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

Will this be discharged or satisfied prior to or at settlement? YES

Are there attachments? YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Certificate of Emergency Services Levy payable

Date of notice:

28/02/2024

Amount of levy payable:

$306.12

8. *Environment Protection Act 1993*

8.1 section 59 - Environment performance agreement that is registered in relation to the land

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of agreement:

8.2 section 93 - Environment protection order that is registered in relation to the land

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of issue:

Compliance date(s) specified in the order:

8.3 section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of issue:

Compliance date(s) specified in the order:

8.4 section 99 - Clean-up order that is registered in relation to the land

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of issue:

Compliance date(s) specified in the order:

Amount of charge on the land (if applicable and known):

8.5 section 100 - Clean-up authorisation that is registered in relation to the land

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of issue:

Amount of charge on the land (if known):

8.6 section 103H - Site contamination assessment order that is registered in relation to the land

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of issue:

Compliance date(s) specified in the order:

Amount of charge on the land (if applicable and known):

8.7 section 103J - Site remediation order that is registered in relation to the land

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of issue:

Compliance date(s) specified in the order:

Amount of charge on the land (if applicable and known):

8.8 section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)

~~***Is this item applicable?***~~

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice:

Date of Gazette in which notice published:

Description of area or areas to which the notice relates:

8.9 section 103P - Notation of site contamination audit report in relation to the land

~~***Is this item applicable?***~~

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notation:

Note - Site contamination audit reports are kept by the EPA in the public register under section ~~109 of the *Environment Protection Act 1993*~~.

8.10 section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land

~~***Is this item applicable?***~~

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice:

Date of Gazette in which notice published:

Description of the water to which the notice relates:

Particulars given in the notice of the site contamination affecting the water:

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

*[**Note** - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]*

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Adelaide Hills Council search - 84 pages

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Zone: Housing Diversity Neighbourhood (HDN)
Overlays as per Plan SA Data Extract for Section 7 search purposes included in Adelaide Hills Council search

Is there a State heritage place on the land or is the land situated in a State heritage area? NO

Is the land designated as a local heritage place? NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES

Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.

29.2 section 127 - Condition (that continues to apply) of a development authorisation

*[**Note** - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]*

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

29.3 section 139 - Notice of proposed work and notice may require access

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of person requesting access:

Reason for which access is sought (as stated in the notice):

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of order:

Terms of order:

Building work (if any) required to be carried out:

Amount payable (if any):

29.6 section 142 - Notice to complete development

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of notice:

Name of authority giving notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of agreement:

Names of parties:

Terms of agreement:

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

Building work (if any) required to be carried out:

Amount payable (if any):

29.14 section 214(6), 214(10) or 222 - Enforcement order

Is this item applicable? ☐

Will this be discharged or satisfied prior to or at settlement? ☐

Are there attachments? ☐

If YES, identify the attachment(s)
(and, if applicable, the part(s) containing the particulars):

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

Building work (if any) required to be carried out:

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

33.1 section 23 - Notice of contribution payable

Is this item applicable?	
Will this be discharged or satisfied prior to or at settlement?	
Are there attachments?	

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

Is this item applicable?	✓
Will this be discharged or satisfied prior to or at settlement?	YES
Are there attachments?	YES

If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

SA Water Certificate

Date of notice or order:

01/03/2024

Name or person or body who served notice or order:

SA Water

Amount payable (if any) as specified in the notice or order:

Refer to SA Water Certificate attached

Nature of other requirement made (if any) as specified in the notice or order:

Refer to SA Water Certificate attached

Particulars relating to community lot (including strata lot) or development lot ☑

1 Name of community corporation: Community Corporation No. 42031 Incorporated

Address of community corporation: 89 Buchanan Drive Woodforde SA 5072

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the community corporation or known to the vendor:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

Administration Fund: $827.00 per quarter
Sinking Fund: $78.00 per quarter
Special Levy (for solar installation): $52.00 per quarter
Refer to Whittles Strata and Community Title Services search attached

(b) particulars of assets and liabilities of the community corporation:

The fund currently stands to credit of:
Administration Fund: $5,765.35CR
Sinking Fund: $11,374.35CR (for future projects)
Refer to Whittles Strata and Community Title Services search attached

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

Refer to minutes of meetings included in Whittles Strata and Community Title Services search attached

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

N/A

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

235 of 10,000

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee
*for the 2 years preceding this statement / ~~since the deposit of the community plan;~~
*(*Strike out or omit whichever is the greater period)*

YES

(b) a copy of the statement of accounts of the community corporation last prepared;

YES

(c) a copy of current policies of insurance taken out by the community corporation.

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]

5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 The following documents are enclosed:

(a) a copy of the scheme description (if any) and the development contract (if any); ✓

(b) a copy of the by-laws of the community scheme.

7 The following additional particulars are known to the vendor or have been supplied by the community corporation: ✓

Refer to Whittles Strata and Community Title Services search attached

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: Whittles Strata and Community Title Services

Address: 176 Fullarton Road Dulwich SA 5065

Note-

1 A community corporation must (on application by or on behalf of a current or prospective owner orother relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.

2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.

3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.

4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Particulars relating to environment protection



1-Interpretation

(1) In this and the following items (items 1 to 7 inclusive)-

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of-

(a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

(b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining-

(a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

(b) the suitability of the land for a particular use; and

(c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity-see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

EPA Prescribed Commercial or Industrial Activity

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater treatment, storage or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2-Pollution and site contamination on the land-questions for vendor

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

(a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?

(b) importation of soil or other fill from a site at which-

(i) an activity of a kind listed in paragraph (a) has taken place; or

(ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

YES

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Refer to Environment Protection Authority response attached. Assessments carried out before the Vendor acquired an interest in the land.

Note-

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

(a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

NO

Note-

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions-

- in the case of a licence or exemption under the *Environment Protection Act 1993*-
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act-the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to-

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4-Pollution and site contamination on the land-details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

(a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?

NO

(b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?

YES

(c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

YES

(d) a copy of a site contamination audit report?

YES

(e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

(f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

YES

(i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

NO

(j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

NO

Note-

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5-Pollution and site contamination on the land-other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

(a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

NO

(b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(d) a copy of a pre-1 July 2009 site audit report?

NO

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?

NO

Note-

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6-Further information held by councils

Does the council hold details of any development approvals relating to-

(a) commercial or industrial activity at the land; or

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?

YES

Refer to Adelaide Hills Council search including Site Contamination Audit attached

Note-

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that-

- the approval of development by a council does not necessarily mean that the development has taken place;
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

7-Further information for purchasers

Note-

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(1)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee. If-

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

Schedule-Division 3-Community lots and strata units ✓

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES

~~There are no documents annexed hereto~~ / The following documents are annexed hereto -

Form R3 – Buyers Information Notice
Copy of certificate(s) of title to the land

The particulars supplied by the Community Corporation (statement pursuant to section 139) and enclosures

By-laws of the Community Scheme (13253130)

Scheme Description (13253129)

Encumbrance (13613605)

Copy of plan of Community Division (Community Plan) CP42031

Property Interest Report

Local Government Authority prescribed inquiry

SA Water Certificate

Emergency Services Levy Certificate

Land Tax Certificate

State Planning Commission response

Environment Protection Authority response

Smoke Alarm Notice

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

(Section 7, *Land and Business (Sale and Conveyancing) Act 1994*)

*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: www.cbs.sa.gov.au

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: *www.cbs.sa.gov.au*

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

REAL PROPERTY ACT, 1886
South Australia

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 6234 Folio 323

Parent Title(s) CT 6207/86

Creating Dealing(s) ACT 13253128

Title Issued 14/02/2020 **Edition** 2 **Edition Issued** 20/09/2021

Estate Type

FEE SIMPLE

Registered Proprietor

DANIELE LAVERMICOCCA
OF 23 BATTLE BOULEVARD SEAFORTH NSW 2092

Description of Land

LOT 112 PRIMARY COMMUNITY STRATA PLAN 42031
IN THE AREA NAMED WOODFORDE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13613605	ENCUMBRANCE TO WOODFORDE JV PTY. LTD. (ACN: 602 117 877)
13613606	MORTGAGE TO SECURE FUNDING PTY. LTD. (ACN: 081 982 872)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
12/02/2020	13253129	SCHEME DESCRIPTION	FILED
12/02/2020	13253130	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Whittles
Strata and Community Title Services

Adelaide Office
176 Fullarton Road
Dulwich
South Australia 5065
PO Box 309
Kent Town SA 5071

T 08 8291 2300

Whittles Management Services Pty Ltd atf Whittles Strata Unit Trust
ABN 31 493 603 726

www.whittles.com.au

28/02/24

BERTRAM & CO
GPO BOX 448
ADELAIDE , SA, 5001

Dear Sir/Madam

RE: Community Corporation 42031 Inc.
89 BUCHANAN DRIVE, WOODFORDE
ABN: 54806535741
Lot: 00112
OWNER: D Lavermicocca

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 235 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $827.00 per quarter paid to 14/03/24. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $78.00 per quarter paid to 14/03/24. GST is included within this contribution.

Arrears are as follows:

Admin Fund:	$0.00	Interest:	$0.00
Sinking Fund:	$0.00	Other Arrears:	$0.00

TOTAL ARREARS ARE: $0.00 as at 28/02/2024. NEXT CONTRIBUTION IS DUE 15/03/24
(NOTE: An interest rate of 15 % per annum calculated daily applies)

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.
Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Known Extraordinary Expenses

Known extraordinary expenses likely to be incurred by the Corporation are as follows:

** Individual Lot water consumption paid by Community Corporation 42031 Inc. **
** Common property water consumption paid by Community Corporation 42031 Inc. **

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

Special Levies

Account	Amount	Frequency
Special levy	52.00	Quarterly

Financial Status of the Community Title

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$5,765.35CR
Sinking Fund	$11,374.35CR (for future projects)

Enclosures

Enclosed are Minutes of General and Management Committee meetings for the past two years.

Also enclosed is a summary of policies, special resolutions and approvals granted by the Corporation. Further details of these are available upon request.

Insurance Details

Refer to the attached Certificate of Currency / Certificate of Insurance.

Records

The Corporation's records of accounts, minutes and other prescribed documentary material can be viewed and are available for inspection at our offices at 176 Fullarton Road, Dulwich during normal working hours.

Due to the COVID-19 pandemic we have adapted our office processes to keep our staff and clients safe while maintaining our professional standards and service levels. As a result of these modified processes we ask that you first contact us by email or telephone if you require an appointment to view those records.

Special Notes

Conveyancers should note that it is the Lot holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

Conveyancers should check with SA Water for any liability for additional water charges, and refer to the Corporation's financial budget for the year to ascertain whether such liability will be met by the Corporation or by the Lot holder.

Yours faithfully



Ian Wallis
Corporation Manager
ian.wallis@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 28/02/2024

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

_____ _____
First Name Surname

Purchaser 2:

_____ _____
First Name Surname

BUSINESS NAME (If Applicable)

_____ _____

TELEPHONE NUMBERS : MOBILE : _____
HOME: WORK: _____
_____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :
_____
_____

CORRESPONDENCE TO BE FORWARDED TO :
_____
_____

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an effort to reduce postage and photocopying charges.

BROKER:
Bertram & Co
GPO BOX 448, ADELAIDE

Community Corporation 42031 Inc.
89 BUCHANAN DRIVE, WOODFORDE
Lot: 00112
OWNER: D Lavermicocca

Ian Wallis

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.42031 INC
89 BUCHANAN DRIVE WOODFORDE SA 5072
1 March 2022 to 28 February 2023
Printed 24/03/23 15:27

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	118,269.85	117,000.00	1,269.85	109,805.09
Interest-Contributions arrears	7.45	0.00	7.45	0.00
Special levy-Working capital reinstatement	4,002.47	0.00	4,002.47	0.00
TOTAL FUND INCOME	**122,279.77**	**117,000.00**	**5,279.77**	**109,805.09**
FUND EXPENDITURE				
Auditor fee	742.00	700.00	(42.00)	0.00
Carpark	1,589.00	500.00	(1,089.00)	1,350.00
Cleaning	41,627.03	39,000.00	(2,627.03)	36,279.88
Common property	1,039.56	5,500.00	4,460.44	1,319.09
Debt collection fees	600.00	0.00	(600.00)	200.00
Debt collection fees recovery	(400.91)	0.00	400.91	(120.00)
Electrical	819.70	1,000.00	180.30	985.58
Fire systems	5,822.94	7,000.00	1,177.06	9,457.04
Grounds	5,540.89	5,000.00	(540.89)	4,535.44
Insurance renewals	9,950.75	8,000.00	(1,950.75)	0.00
Internet	991.16	0.00	(991.16)	0.00
Keys & Fobs	162.73	0.00	(162.73)	731.35
Lift	4,797.04	4,740.00	(57.04)	5,200.29
Management - Additional services fee	440.00	150.00	(290.00)	720.00
Management - Agreed services	8,829.96	8,830.00	0.04	8,679.97
Management - Asset maintenance services	750.00	750.00	0.00	634.84
Management - Disbursement fees & service	2,852.04	2,852.00	(0.04)	2,299.91
Pest control	6,130.00	560.00	(5,570.00)	560.00
Plumbing	1,440.91	1,000.00	(440.91)	3,268.14
Rubbish	14,761.48	20,000.00	5,238.52	19,318.90
Security	728.00	1,000.00	272.00	728.00
Solar Panels	0.00	0.00	0.00	862.73
Taxation	1,000.00	1,000.00	0.00	900.00
Utilities-Electricity	6,395.20	8,500.00	2,104.80	8,169.16
Utilities-Water	7,641.35	8,000.00	358.65	7,237.15
TOTAL FUND EXPENDITURE	**124,250.83**	**124,082.00**	**(168.83)**	**113,317.47**
FUND SURPLUS (DEFICIT)	**(1,971.06)**	**(7,082.00)**	**5,110.94**	**(3,512.38)**

Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.42031 INC
89 BUCHANAN DRIVE WOODFORDE SA 5072
28 February 2023
Printed 24/03/23 15:27

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	17,592.85	21,105.23
Surplus/(Deficit) For Period	(1,971.06)	(3,512.38)
TOTAL FUNDS	**15,621.79**	**17,592.85**
ASSETS		
Cash at Bank (MBL)	16,688.16	17,367.84
TOTAL ASSETS	**16,688.16**	**17,367.84**
LIABILITIES		
GST control account	517.37	(774.01)
Unallocated Advances	549.00	549.00
TOTAL LIABILITIES	**1,066.37**	**(225.01)**
NET ASSETS	**15,621.79**	**17,592.85**

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.42031 INC
89 BUCHANAN DRIVE WOODFORDE SA 5072
1 March 2022 to 28 February 2023
Printed 24/03/23 15:27

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	6,364.32	6,000.00	364.32	4,068.99
Special levy	4,513.37	4,000.00	513.37	0.00
TOTAL FUND INCOME	**10,877.69**	**10,000.00**	**877.69**	**4,068.99**
FUND EXPENDITURE				
Common property	0.00	3,000.00	3,000.00	2,890.00
Fire systems	1,800.00	0.00	(1,800.00)	1,200.00
Pest control	40.00	0.00	(40.00)	0.00
Solar Panels	6,409.63	4,000.00	(2,409.63)	0.00
TOTAL FUND EXPENDITURE	**8,249.63**	**7,000.00**	**(1,249.63)**	**4,090.00**
FUND SURPLUS (DEFICIT)	**2,628.06**	**3,000.00**	**(371.94)**	**(21.01)**

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.42031 INC
89 BUCHANAN DRIVE WOODFORDE SA 5072
28 February 2023
Printed 24/03/23 15:27

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	2,322.16	2,343.17
Surplus/(Deficit) For Period	2,628.06	(21.01)
TOTAL FUNDS	**4,950.22**	**2,322.16**
ASSETS		
Cash at Bank (MBL)	4,950.22	2,322.16
TOTAL ASSETS	**4,950.22**	**2,322.16**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**4,950.22**	**2,322.16**

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.42031 INC
89 BUCHANAN DRIVE WOODFORDE SA 5072
28 February 2023
Printed 24/03/23 15:27

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	19,915.01	23,448.40
Surplus/(Deficit) For Period	657.00	(3,533.39)
TOTAL FUNDS	**20,572.01**	**19,915.01**
ASSETS		
Cash at Bank (MBL)	21,638.38	19,690.00
TOTAL ASSETS	**21,638.38**	**19,690.00**
LIABILITIES		
GST control account	517.37	(774.01)
Unallocated Advances	549.00	549.00
TOTAL LIABILITIES	**1,066.37**	**(225.01)**
NET ASSETS	**20,572.01**	**19,915.01**

Investments Nil

The following balances relate to amounts received or owing as at 28/02/2023

Receivables - Owner Arrears

Unit/Lot	Details	Admin			Sinking	
		Contributions	Working capital reinstatement	Final notice fee	Contributions	C/Fwd
00107	TJiranek	260.00	134.00	131.00	53.00	578.00
00108	Mr J Bradley & Mr S Seemanpillai		129.00			129.00
00111	D A Martin	80.00	104.00			184.00
00203	Mr R A Parikh		98.00			98.00
00210	Viognier Pty Ltd ACN 114 927 696		100.00			100.00
00211	C D Stamato		100.00			100.00
00304	F P & A P Callaghan		101.00			101.00
00305	S A Baldasso		101.00			101.00
00306	Jacobs Family Super Holdings Pty Lt...		129.00			129.00
00407	Ms D Neale		101.00			101.00
	Totals including GST (if applicable)	**340.00**	**1,097.00**	**131.00**	**53.00**	**1,621.00**

Receivables - Owner Arrears (continued)

Unit/Lot	Details	Sinking			
		B/Fwd	Special levy	Other	Total
00107	TJiranek	578.00	53.00	45.05	676.05
00108	Mr J Bradley & Mr S Seemanpillai	129.00			129.00
00111	D A Martin	184.00		11.80	195.80
00203	Mr R A Parikh	98.00			98.00
00210	Viognier Pty Ltd ACN 114 927 696	100.00			100.00
00211	C D Stamato	100.00			100.00
00304	F P & A P Callaghan	101.00			101.00
00305	S A Baldasso	101.00			101.00
00306	Jacobs Family Super Holdings Pty Lt...	129.00			129.00
00407	Ms D Neale	101.00			101.00
	Totals including GST (if applicable)	**1,621.00**	**53.00**	**56.85**	**1,730.85**

Debtors Nil

Allocated Advance Payments

Unit/Lot	Details	Admin	Sinking		
		Contributions	Contributions	Special levy	Total
00001	M & M Dissanayake	812.00	54.00	54.00	920.00
00101	A Kalia & G Kaur	812.00	54.00	54.00	920.00

Allocated Advance Payments (continued)

Unit/Lot	Details	Admin	Sinking		
		Contributions	Contributions	Special levy	Total
00106	Dr R P De Bruyn & Mrs C A Hoskison	647.00	43.00	43.00	733.00
00202	Mr B J J Kolega	818.00	55.00	55.00	928.00
00204	A De Ieso	6.00			6.00
00207	Miss A C Vartha	766.00	51.00	51.00	868.00
00209	E Aljaroudi	597.00	40.00	40.00	677.00
00212	Mr J G Privett	766.00	51.00	51.00	868.00
00302	Mr T J & Mrs R J Beard	594.00	40.00	40.00	674.00
00307	Mr D K & Mrs H Sharman	759.00	51.00	51.00	861.00
00308	Mr M C & Mrs J R Porter	601.00	40.00	40.00	681.00
00310	Mr S A & Mrs T M Pope	604.00	40.00	40.00	684.00
00311	Mr S & Mrs J Bissmire	766.00	51.00	51.00	868.00
00405	Faxanadu Pty Ltd	772.00	51.00	51.00	874.00
00406	Ms K L Haw-Elsworthy	199.00			199.00
	Totals	**9,519.00**	**621.00**	**621.00**	**10,761.00**

Outstanding Creditors

Creditor	Ref	Details	Account	Amount
PSCW00	048467	Insurance-Renewal 11/02/23 - 28/02/24	A46005	3,000.00
ORIG05	1008042J	Solar Panels-Installation 05/23	S71302	736.00
ORIG05	1008042K	Solar Panels-Installation 06/23	S71302	736.00
ORIG05	1008042L	Solar Panels-Installation 07/23	S71302	736.00
ORIG05	1008042M	Solar Panels-Installation 08/23	S71302	736.00
ORIG05	1008042N	Solar Panels-Installation 09/23	S71302	736.00
ORIG05	1008042O	Solar Panels-Installation 10/23	S71302	736.00
ORIG05	1008042P	Solar Panels-Installation 11/23	S71302	736.00
ORIG05	1008042Q	Solar Panels-Installation 12/23	S71302	736.00
ORIG05	1008042R	Solar Panels-Installation 01/24	S71302	736.00
ORIG05	1008042S	Solar Panels-Installation 02/24	S71302	736.00
ORIG05	1008042T	Solar Panels-Installation 03/24	S71302	736.00
ORIG05	1008042U	Solar Panels-Installation 04/24	S71302	736.00
ORIG05	1008042V	Solar Panels-Installation 05/24	S71302	736.00
ORIG05	1008042W	Solar Panels-Installation 06/24	S71302	736.00
		Totals		**13,304.00**

Unallocated Advance Payments Nil

Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a cash basis where income is recorded when received and expenditure is recorded when paid and are based on historical costs.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST payable to, or recoverable from, the ATO represents the unpaid portion of the aggregate of GST on income received and expenditure paid and is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

Income tax is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, during the financial year.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.

The income tax expense recorded in the Statement of Income and Expenditure represent amounts that have been paid to, or recovered from, the ATO.

MGI Assurance (SA) Pty Ltd
ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451
Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 42031 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 42031 INC, which comprises the Statements of Assets and Liabilities as at 28 February 2023 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 42031 INC as at 28 February 2023, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 42031 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

Management is responsible for the preparation of the financial report that gives a true and fair view and have determined that the cash basis of accounting is appropriate to meet the needs of members. Management's responsibility also includes such internal control as management determines is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

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Success Your Way

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PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451
Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 42031 INC

In preparing the financial report, management are responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intend to liquidate the entity or to cease operations, or have no realistic alternative but to do so.

Management is responsible for overseeing the entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

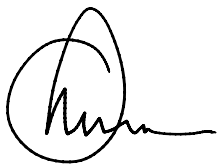
Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants



Clayton Lawrence
Director

Eastwood, South Australia
31 March 2023

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Success Your Way

Whittles
Strata and Community Title Services

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.42031 INC 89 BUCHANAN DRIVE, WOODFORDE, SA, 5072

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Ian Wallis
Body Corporate Manager

Minutes of the Annual General Meeting
COMMUNITY CORP.42031 INC

Meeting Date	14 June 2023		
Meeting Location	Whittles Management Services, Enterprise Boardroom, 176 Fullarton Road, Duwlich, SA, 5065		
Time	06:00 PM		Closed: 08:16 PM
Lots Represented	2	Mr C A McRostie	Electronic vote
	101	Y Z Kowalsi-Ivashuk & B Kowalski	Electronic vote
	103	G C, J C & K Wisdom-Hill	Proxy Name: Whittles - Ian Wallis
	104	B Panagiotopoulos	Owner present
	105	G J & D L Lawrence	Electronic vote
	106	T J Baldwin	Owner present
	107	TJiranek	Proxy Name: Whittles - Ian Wallis
	109	J M & S L Nitschke	Proxy Name: Whittles - Ian Wallis
	201	N Draper	Electronic vote
	204	A De Ieso	Electronic vote
	205	L Sands	Electronic vote
	207	Miss A C Vartha	Proxy Name: Whittles - Ian Wallis
	208	L G Simmonds	Electronic vote
	212	Mr J G Privett	Electronic vote
	303	Ms L G Dreosti	Owner present
	305	S A Baldasso	Owner present
	307	Mr D K & Mrs H Sharman	Proxy Name: Whittles - Ian Wallis
	308	Mr M C & Mrs J R Porter	Proxy Name: Whittles - Ian Wallis
	310	Mr S A & Mrs T M Pope	Proxy Name: Whittles - Ian Wallis
	401	Ms P Halliday	Owner present
	402	Mr A Cope	Owner present
	406	Ms K L Haw-Elsworthy	Electronic vote
	408	Mr D J Brace	Owner present
Chairperson	Whittles - Ian Wallis		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Annual General Meeting held on 25 MAY 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the audited Statement of Accounts for the financial year ending 28 FEB 2023, which have been circulated to all members, is accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate decide under s76(9) of the *Community Titles Act 1996* to: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 MAR 2023 to 29 FEB 2024 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.		
Motion CARRIED.		

Election of Office Bearers and Committee
THAT in accordance with s76(1) & 90(1) of the *Community Titles Act* 1996, the meeting appointed the following Office Bearers and Committee Members. Limitations Imposed The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act* 1996. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer
Ms L G Dreosti has been elected unopposed as Presiding Officer.

Election of Secretary
Mr D J Brace has been elected unopposed as Secretary.

Election of Treasurer
Mr A Cope has been elected unopposed as Treasurer.

Election of Ordinary Member
Tom Jiranek, Ms P Halliday have been elected to the committee.

Item 6		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate. The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.		

Item 7		
Annual Compliance Register (Advice)		
The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file. All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.		

Motion 8		
Sinking Fund Forecast	**Ordinary Resolution**	
It was resolved that a suitably qualified contractor be instructed to inspect the property and prepare an updated projection at an estimated cost of $1500.00. The *Statutes Amendment (Community and Strata Titles) Act 2012*, requires that all Strata and Community Body Corporate's other than small groups (6 or less) prepare a forward budget for maintenance and capital works. This forward budget must be tabled at each Annual General Meeting and new information must be presented for consideration no less than every three (3) years for Corporations consisting of 7-20 lots and five (5) years for Corporations consisting of more than 20 lots.		
Motion CARRIED.		

Item 9		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.		

Motion 10		
Insurance Valuation	**Ordinary Resolution**	
It was defeated that in accordance with s103 of the *Community Titles Act 1996*, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of $1000.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt.		
Motion DEFEATED.		
Notes		
Place on next years agenda		

Motion 11		
Insurance Renewal	**Ordinary Resolution**	
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $13,000,000 with the Authorised Representative of PSC Wright Fahey Pty Ltd. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.		
Motion CARRIED.		
Notes		
PSC Wright- Fahey to be corrected.		

Item 12		
General Business		

Utility Supplies Review
Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the body corporate.

Gutter Cleaning
Agreement to have completed at same time as window clean – must include roof box gutters and car ports.

Grounds Maintenance
Agreement to continue with fortnightly attendance - Contractor – Currensea Pty Ltd

Notes

Gutter and Window cleaning including box gutters, Move window clean to November.

Abseiling over side - not done when windows cleaned.

Wobbly tiles on podium level, Manager to follow up with Hutchinson Builders.

Level 4 foyer wet carpets – Manager to have investigated.

Visitor Parking signage – Manager to arrange appropriate signage.

Fire Testing – Manager to follow up with contractor regarding procedure.

Tenants Information - Lift mats and protocol – Why not being used.

Motion 13		
Install exterior window coverings to provide better sun protection	**Ordinary Resolution**	

(1) An approved awning from a supplier chosen by the committee, and/or
(2) A UV resistant film of a certain type/specification from an approved supplier as chosen by the committee.

Motion DEFEATED.

Notes

To be held in abeyance until further investigation by the Committee. It should also be listed as a Special Resolution.

Motion 14		
Administrative Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $32,000.00 for the financial year ending 29 FEB 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.		
Motion CARRIED.		

Motion 15		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $3,000.00 for the financial year ending 29 FEB 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.		
Motion CARRIED.		

Motion 16		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
The Body Corporate resolve should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $15,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

Motion 17		
Special Levy	**Ordinary Resolution**	
It was resolved that a levy totalling $5,000.00 be raised in accordance with Lot Entitlement Values to those persons registered as proprietors of a lot and be made payable on or before 15 JUL 2023 for the purpose of Working Capital.		
Motion CARRIED.		

Motion 18		
Audit of Annual Financial Statement	**Ordinary Resolution**	
It was resolved that In accordance with Part 13, Division 2 of the *Community Titles Act 1996*, the Body Corporate may elect to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of $742.00.		
Motion CARRIED.		

Motion 19		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

Motion 20		
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.42031 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

Item 21		
Next Meeting & Closure		
The meeting closed at 8:16PM and the time of the next meeting will be discussed at a later date.		

Owners are able to access & update their personal details through Whittles Owner Portal online.

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.

BUDGET

COMMUNITY CORP.42031 INC
89 BUCHANAN DRIVE, WOODFORDE

Year ending February 2024

ADMINISTRATION FUND

	Mar-May 23	Jun-Aug 23	Sept-Nov 23	Dec-Feb 24	Annual Total
INCOME					
Contributions	*30,000.00*	*32,000.00*	*32,000.00*	*32,000.00*	***$126,000.00***
Arrears	*1,477.13*	*0.00*	*0.00*	*0.00*	***$1,477.13***
Advances	*-8,653.63*	*-0.00*	*-0.00*	*-0.00*	***-$8,653.63***
Special levy - Working capital reinstatement	*0.00*	*5,000.00*	*0.00*	*0.00*	***$5,000.00***
Total	***22,823.50***	***37,000.00***	***32,000.00***	***32,000.00***	***$123,823.50***
EXPENDITURE					
Auditor fee	*0.00*	*0.00*	*0.00*	*742.00*	***$742.00***
Carpark - Security gate/roller door	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Cleaning	*9,250.00*	*9,250.00*	*9,250.00*	*9,250.00*	***$37,000.00***
Cleaning - Windows	*1,100.00*	*1,100.00*	*1,100.00*	*1,100.00*	***$4,400.00***
Common property	*750.00*	*750.00*	*750.00*	*750.00*	***$3,000.00***
Electrical	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Fire systems	*1,125.00*	*1,125.00*	*1,125.00*	*1,125.00*	***$4,500.00***
Fire systems - Diesel Fuel Pumps	*300.00*	*0.00*	*0.00*	*0.00*	***$300.00***
Fire systems - Monitoring	*0.00*	*1,000.00*	*0.00*	*0.00*	***$1,000.00***
Fire systems - Telephone	*337.50*	*337.50*	*337.50*	*337.50*	***$1,350.00***
Grounds	*1,375.00*	*1,375.00*	*1,375.00*	*1,375.00*	***$5,500.00***
Gutters & downpipes	*350.00*	*350.00*	*350.00*	*350.00*	***$1,400.00***
Insurance - Renewal	*8,950.00*	*4,675.00*	*0.00*	*0.00*	***$13,625.00***
Internet	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Lift - Service contract	*1,050.00*	*1,050.00*	*1,050.00*	*1,050.00*	***$4,200.00***
Lift - Telephone	*140.00*	*140.00*	*140.00*	*140.00*	***$560.00***
Management - Additional services fee	*150.00*	*0.00*	*0.00*	*0.00*	***$150.00***
Management - Agreed services	*2,240.00*	*2,240.00*	*2,240.00*	*2,240.00*	***$8,960.00***
Management - Asset maintenance services	*188.25*	*188.25*	*188.25*	*188.25*	***$753.00***
Management - Disbursement fees & service	*747.50*	*747.50*	*747.50*	*747.50*	***$2,990.00***
Pest control	*140.00*	*140.00*	*140.00*	*140.00*	***$560.00***
Plumbing	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Reports - Insurance valuation	*0.00*	*0.00*	*1,000.00*	*0.00*	***$1,000.00***
Rubbish - Removal	*3,875.00*	*3,875.00*	*3,875.00*	*3,875.00*	***$15,500.00***
Security - Monitoring	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Utilities - Electricity	*1,700.00*	*1,700.00*	*1,700.00*	*1,700.00*	***$6,800.00***
Utilities - Water	*2,000.00*	*2,000.00*	*2,000.00*	*2,000.00*	***$8,000.00***
Total	***37,268.25***	***33,543.25***	***28,868.25***	***28,610.25***	***$128,290.00***

SINKING FUND

	Mar-May 23	Jun-Aug 23	Sept-Nov 23	Dec-Feb 24	Annual Total
INCOME					
Contributions	*2,000.00*	*3,000.00*	*3,000.00*	*3,000.00*	***$11,000.00***
Arrears	*96.36*	*0.00*	*0.00*	*0.00*	***$96.36***
Advances	*-1,129.09*	*-0.00*	*-0.00*	*-0.00*	***-$1,129.09***
Special levy	*2,000.00*	*2,000.00*	*2,000.00*	*2,000.00*	***$8,000.00***
Total	***2,967.27***	***5,000.00***	***5,000.00***	***5,000.00***	***$17,967.27***
EXPENDITURE					
Common property	*750.00*	*750.00*	*750.00*	*750.00*	***$3,000.00***
Reports - Sinking fund analysis	*0.00*	*1,500.00*	*0.00*	*0.00*	***$1,500.00***
Solar Panels - Installation	*2,208.00*	*2,208.00*	*2,208.00*	*2,208.00*	***$8,832.00***
Total	***2,958.00***	***4,458.00***	***2,958.00***	***2,958.00***	***$13,332.00***

CASH FLOW SUMMARY

	Mar-May 23	Jun-Aug 23	Sept-Nov 23	Dec-Feb 24	Annual Total
ADMINISTRATION FUND					
Opening Balance	*15,621.79*	*1,177.04*	*4,633.79*	*7,765.54*	***$15,621.79***
Add: Contributions	*30,000.00*	*32,000.00*	*32,000.00*	*32,000.00*	***$126,000.00***
Add: Special levy - Working capital reinstatement	*0.00*	*5,000.00*	*0.00*	*0.00*	***$5,000.00***
Add: Arrears	*1,477.13*	*0.00*	*0.00*	*0.00*	***$1,477.13***
Minus: Advances	*8,653.63*	*0.00*	*0.00*	*0.00*	***$8,653.63***
Minus: Expenditures	*37,268.25*	*33,543.25*	*28,868.25*	*28,610.25*	***$128,290.00***
CLOSING BALANCE	*1,177.04*	*4,633.79*	*7,765.54*	*11,155.29*	***$11,155.29***
SINKING FUND					
Opening Balance	*4,950.22*	*4,959.49*	*5,501.49*	*7,543.49*	***$4,950.22***
Add: Contributions	*2,000.00*	*3,000.00*	*3,000.00*	*3,000.00*	***$11,000.00***
Add: Special levy	*2,000.00*	*2,000.00*	*2,000.00*	*2,000.00*	***$8,000.00***
Add: Arrears	*96.36*	*0.00*	*0.00*	*0.00*	***$96.36***
Minus: Advances	*1,129.09*	*0.00*	*0.00*	*0.00*	***$1,129.09***
Minus: Expenditures	*2,958.00*	*4,458.00*	*2,958.00*	*2,958.00*	***$13,332.00***
CLOSING BALANCE	*4,959.49*	*5,501.49*	*7,543.49*	*9,585.49*	***$9,585.49***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 46

	— Effective from 15/06/23 —			— Effective from 15/06/23 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
203	178	569.60	**$627**	178	53.40	**$59**
302	180	576.00	**$634**	180	54.00	**$59**
209, 210	181	579.20	**$637**	181	54.30	**$60**
211, 308, 309	182	582.40	**$641**	182	54.60	**$60**
310	183	585.60	**$644**	183	54.90	**$60**
205, 206, 304, 305, 406, 407	184	588.80	**$648**	184	55.20	**$61**
403, 408	185	592.00	**$651**	185	55.50	**$61**
402	186	595.20	**$655**	186	55.80	**$61**
110, 111	189	604.80	**$665**	189	56.70	**$62**
109	190	608.00	**$669**	190	57.00	**$63**
105	194	620.80	**$683**	194	58.20	**$64**
106	196	627.20	**$690**	196	58.80	**$65**
103	197	630.40	**$694**	197	59.10	**$65**
208, 307	230	736.00	**$810**	230	69.00	**$76**
207, 212, 311	232	742.40	**$817**	232	69.60	**$77**
405	234	748.80	**$824**	234	70.20	**$77**
108, 112, 306, 409	235	752.00	**$827**	235	70.50	**$78**
404	237	758.40	**$834**	237	71.10	**$78**
107	243	777.60	**$855**	243	72.90	**$80**
1, 101, 102	246	787.20	**$866**	246	73.80	**$81**
2, 201	247	790.40	**$870**	247	74.10	**$82**
202	248	793.60	**$873**	248	74.40	**$82**
204, 303	251	803.20	**$884**	251	75.30	**$83**
401	253	809.60	**$891**	253	75.90	**$83**
104	254	812.80	**$894**	254	76.20	**$84**
301	437	1,398.40	**$1,538**	437	131.10	**$144**
QUARTERLY TOTAL		*$32,000.00*	***$35,207.00***		*$3,000.00*	***$3,304.00***

CALCULATION OF LEVIES

Total Lot Entitlement 10000
Number of Lots 46
Due date **15/07/23**

SPECIAL LEVY - WORKING CAPITAL REINSTATEMENT - A17570

Shortfall of funds

Lot Number	**UEV**	**Contribution**	**Contribution (incl. GST)**
203	178	*$89.00*	*$98*
302	180	*$90.00*	*$99*
209, 210	181	*$90.50*	*$100*

211, 308, 309	182	*$91.00*	*$100*
310	183	*$91.50*	*$101*
205, 206, 304, 305, 406, 407	184	*$92.00*	*$101*
403, 408	185	*$92.50*	*$102*
402	186	*$93.00*	*$102*
110, 111	189	*$94.50*	*$104*
109	190	*$95.00*	*$105*
105	194	*$97.00*	*$107*
106	196	*$98.00*	*$108*
103	197	*$98.50*	*$108*
208, 307	230	*$115.00*	*$127*
207, 212, 311	232	*$116.00*	*$128*
405	234	*$117.00*	*$129*
108, 112, 306, 409	235	*$117.50*	*$129*
404	237	*$118.50*	*$130*
107	243	*$121.50*	*$134*
1, 101, 102	246	*$123.00*	*$135*
2, 201	247	*$123.50*	*$136*
202	248	*$124.00*	*$136*
204, 303	251	*$125.50*	*$138*
401	253	*$126.50*	*$139*
104	254	*$127.00*	*$140*
301	437	*$218.50*	*$240*
ONCE-OFF		*$5,000.00*	*$5,501.00*

MINUTES
of the Annual General Meeting

of

Community Corporation 42031 Inc.
89 BUCHANAN DRIVE, WOODFORDE

held

at SARAH MILLER ROOM
Whittles Strata & Community Corporation Managers
176 Fullarton Road Dulwich SA 5065

on Wednesday, 25 May 2022 at 6:00 PM

PRESENT

In Person

Lot 2	Mr C A McRostie
Lot 103	G C, J C & K Wisdom-Hill
Lot 105	G J & D L Lawrence
Lot 108	Mr J Bradley & Mr S Seemanpillai
Lot 303	Ms L G Dreosti
Lot 311	Mr S & Mrs J Bissmire
Lot 401	Ms P Halliday
Lot 402	Mr A Cope
Lot 408	Mr D J Brace

By Proxy

Lot 101	A Kalia & G Kaur represented by proxy to Whittles
Lot 106	Dr R P De Bruyn & Mrs C A Hoskison represented by proxy to Whittles
Lot 107	TJiranek represented by proxy to Whittles
Lot 110	Woodforde JV Pty Ltd represented by proxy to Craig McRostie
Lot 111	Woodforde JV Pty Ltd represented by proxy to Craig McRostie
Lot 201	N Draper represented by proxy to Whittles
Lot 203	Mr R A Parikh represented by proxy to Whittles
Lot 205	L Sands represented by proxy to Whittles
Lot 207	Miss A C Vartha represented by proxy to Whittles
Lot 209	Woodforde JV Pty Ltd represented by proxy to Craig McRostie
Lot 210	Woodforde JV Pty Ltd represented by proxy to Craig McRostie
Lot 211	Woodforde JV Pty Ltd represented by proxy to Craig McRostie
Lot 212	Mr J G Privett represented by proxy to Whittles
Lot 305	S A Baldasso represented by proxy to Whittles
Lot 307	Mr D K & Mrs H Sharman represented by proxy to Tammy - Kite
Lot 310	Mr S A & Mrs T M Pope represented by proxy to Whittles
Lot 403	Mr C J Guglielmucci represented by proxy to Whittles
Lot 409	Lord Nobra Properties Pty Ltd ACN 618 399 554 represented by proxy to Whittles

By Proxy with written voting instructions
Lot 109 J M & S L Nitschke
Lot 204 A De Ieso
Lot 304 F P & A P Callaghan
Lot 406 Ms K L Haw-Elsworthy

In Attendance
Ian Wallis representing Whittles Body Corporate Management Pty Ltd

PROCEEDINGS

PRESIDING OFFICER
The Presiding Officer, Ms L Dreosti, presided over the meeting.

It was resolved that the Corporation Manager was to assist by conducting the meeting.

Quorum
The Corporation Manager declared that a quorum was formed with 31 of the 46 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

Declaration of Interest
All owners or their nominees, were reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

1. Acceptance of Minutes
In accordance with the provisions of Section 81(5)(b) of the Community Titles Act 1996, the minutes of the last Extraordinary General Meeting held on 7 October 2021 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.

MOTION CARRIED

2. Acceptance of Statement of Accounts
In accordance with the provisions of Section 81(5) (d) of the Community Titles Act 1996 (amended), the audited Statement of Accounts for the financial year ended from March 2021 to February 2022 which have been circulated to all members, was accepted.

MOTION CARRIED
Note: The Committee was tasked with reviewing Contracts, for Waste Management.

3. Appointment of Manager
That the Corporation resolved under Section 76(9) of the Community Titles Act 1996 to:

3.1 appoint Whittles Management Services Pty Ltd as its Manager to supply Services,

3.2 make the appointment for a Term of twelve(12) months, being from the March 2022 to February 2023 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,

3.3 authorise limited powers to Whittles Management Services Pty Ltd,

3.4 agree to pay Service Fees to Whittles Management Services Pty Ltd,

3.5 acknowledge the Disclosures by Whittles Management Services Pty Ltd, and

3.6 execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement will be tabled at the meeting and is available for viewing at whittles.com.au using your owner login.

MOTION CARRIED

4. Election of Office Bearers and Committee

In accordance with Section 76(1) & 90 (1) of the Community Titles Act 1996, that the meeting appointed the following Office Bearers and Committee Members.

Presiding Officer	Ms L Dreosti	Lot 303
Secretary	Mr D Brace	Lot 408
Treasurer	Mr A Cope	Lot 402
Member	Ms P Haliday	Lot 401
Member	Mr D Nagel	Lot 101, 103, 109, 110, 111, 209, 210, 211

Limitations Imposed

The Body Corporate Manager advises that the Management Committee and Officers of the Corporation do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with Sections 91 to 99 of the Community Titles Act 1996. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be included with the Corporation's records.

MOTION CARRIED

Note: The manager is to follow up with insurance cover for Office Bearers Liability.

5. Accredited Contractors

To ensure compliance with work health and safety requirements to protect both contractors and corporations, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that If the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Body Corporate Manager will only request quotations from,and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

6. Annual Compliance Register

The Work Health and Safety Act 2012, recognises that a Corporation's common property is a workplace, as such the Corporation is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Manager will review at the meeting all Corporation obligations and where necessary, update any

compliance reports required to be held on file.

Items that were considered included asbestos, fire systems, fire safety, sinking fund, balustrades, pool, lifts etc.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

7. Current Insurance Details

The Corporation's current policy details are as follows:

Underwriting Agency	Strata Community Insurance Agencies Pty Ltd		
Underwriter	Allianz Australia Insurance Limited		
Broker	PSC Wright Fahey Pty Ltd		
Policy Number	SRSC21000807		
Expiry Date	11/02/2023		
Building / Common Property Cover	$10,078,550	Excess	**see below notes**
Legal Liability	$30,000,000	Excess	
Office Bearer's Liability	Not Held		
Catastrophe Cover	Not Held		
Flood Cover	Held		
Machinery Breakdown	Not Held	Excess	
Appeal Expenses	$100,000		
Common Area Contents	$100,786		
Fidelity Guarantee	$100,000		
Floating Floors	** Selected **		
Government Audit Costs	$25,000		
Legal Defence Expenses	$50,000		
Loss of Rent/Temporary Accomm	$1,511,783		
Lot Owners Fixtures & Improvements (per lot)	$300,000		
Terrorism	Cover Applies under Section 1 Part A2		
Voluntary Workers	$200,000/$2,000		
Notes	EXCESS You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply. SECTION 1 $500 Insured Property SECTION 9 $1,000 Legal Defence Expenses and 10% Contribution		

Note: Manager to enquire about Office Bearers Liability Cover and Catastrophe Cover.

8. Insurance Renewal

The Corporation Manager is to arrange renewal of the Corporations insurance for a sum insured of $13,000,000 with PSC Wright Fahey Pty Ltd.

Owners were reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the corporation.

Whittles recommends consideration be given to the following additional cover options if not already included in your policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance

The Corporation Manager advises members of the necessity for them to arrange individually for adequate insurance for the contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Corporation's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

MOTION CARRIED

9. General Business

Gutter Cleaning: Undertaken twice a year by SA Window Cleaning.

Window Cleaning: Undertaken twice a year by SA Window Cleaning.

Grounds Maintenance: Undertaken fortnightly by Complete Edge Landscaping. The Manager is to review scope with contractor and dealing with trimming of vines at front.

Bird Spike: Pigeons are still an issue and will need further review on prevention.

10. Administrative Fund Budget

In accordance with Section 81(5)(d) (iii) of the Community Titles Act 1996, the attached Administrative Fund budget was approved and adopted.

This budget is an increase from the previous budget with total contributions of $117,000 for the financial year ending February 2023.

Contributions will be raised in accordance with Lot Entitlement Values.

MOTION CARRIED

11. Sinking Fund Budget

In accordance with Section 116 of the Community Titles Act 1996, the attached Sinking Fund budget was approved and adopted.

This budget is an increase from the previous budget with total contributions of $7,000 for the financial year ending February 2023.

Contributions will be raised in accordance with Lot Entitlement Values.

MOTION CARRIED

12. Insufficient Funds Special Levy Authority

The Corporation RESOLVE should there be insufficient funds in the Administration Account of the Corporation to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Corporation to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Office Bearers / Management Committee, to raise a Special Levy to meet the shortfall required to ensure payment of the relevant expense PROVIDED THAT the amount of the Special Levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $10,000 ("the Maximum Levy Amount").

If the Maximum Levy Amount is insufficient to meet the relevant expense or expenses, then any additional Special Levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.

MOTION CARRIED

13. Audit of Annual Financial Statement

In accordance with Part 13, Division 2 of the Community Titles Act 1996, the Corporation is obligated to carry out an independent audit of the Corporation's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of $700.

MOTION CARRIED

14. Interest Charged on Overdue Contributions/Levies

In accordance with the provisions of Section 114 (4) of the Community Titles Act 1996, the Corporation will apply arrears interest of 15% per annum, calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

MOTION CARRIED

15. Recovery of Overdue Contributions/Levies

In accordance with Section 114 (7) of the Community Titles Act 1996, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of Community Corporation 42031 Inc. when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred

Whittles charge the debtor for the issue of a First Arrears Notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. (30 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

MOTION CARRIED

16. Electronic Communication

With the increasing cost of mail and delays through the Australia Post system, the Committee recommends that owners elect to receive all communication via email (this includes correspondence and contribution notices).

17. Next Meeting / Closure

There was general agreement that next year's meeting should be held at a date and time yet to be confirmed.

CLOSURE

The meeting closed at 7:35PM.

BUDGET

COMMUNITY CORP.42031 INC
89 BUCHANAN DRIVE, WOODFORDE

Year ending February 2023

ADMINISTRATION FUND

	Mar-May 22	Jun-Aug 22	Sept-Nov 22	Dec-Feb 23	Annual Total
INCOME					
Contributions	*27,000.00*	*30,000.00*	*30,000.00*	*30,000.00*	***$117,000.00***
Arrears	*731.31*	*0.00*	*0.00*	*0.00*	***$731.31***
Advances	*-4,719.99*	*-0.00*	*-0.00*	*-0.00*	***-$4,719.99***
Total	***23,011.32***	***30,000.00***	***30,000.00***	***30,000.00***	***$113,011.32***
EXPENDITURE					
Auditor fee	*0.00*	*0.00*	*0.00*	*700.00*	***$700.00***
Carpark - Security gate/roller door	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Cleaning	*8,750.00*	*8,750.00*	*8,750.00*	*8,750.00*	***$35,000.00***
Cleaning - Windows	*1,000.00*	*1,000.00*	*1,000.00*	*1,000.00*	***$4,000.00***
Common property	*1,750.00*	*1,750.00*	*1,000.00*	*1,000.00*	***$5,500.00***
Electrical	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Fire systems	*1,125.00*	*1,125.00*	*1,125.00*	*1,125.00*	***$4,500.00***
Fire systems - Diesel Fuel Pumps	*300.00*	*0.00*	*0.00*	*0.00*	***$300.00***
Fire systems - Monitoring	*0.00*	*1,000.00*	*0.00*	*0.00*	***$1,000.00***
Fire systems - Telephone	*300.00*	*300.00*	*300.00*	*300.00*	***$1,200.00***
Grounds	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Insurance - Renewal	*8,000.00*	*0.00*	*0.00*	*0.00*	***$8,000.00***
Lift - Service contract	*1,050.00*	*1,050.00*	*1,050.00*	*1,050.00*	***$4,200.00***
Lift - Telephone	*135.00*	*135.00*	*135.00*	*135.00*	***$540.00***
Management - Additional services fee	*150.00*	*0.00*	*0.00*	*0.00*	***$150.00***
Management - Agreed services	*2,207.50*	*2,207.50*	*2,207.50*	*2,207.50*	***$8,830.00***
Management - Asset maintenance services	*187.50*	*187.50*	*187.50*	*187.50*	***$750.00***
Management - Disbursement fees & service	*713.00*	*713.00*	*713.00*	*713.00*	***$2,852.00***
Pest control	*140.00*	*140.00*	*140.00*	*140.00*	***$560.00***
Plumbing	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Rubbish - Removal	*5,000.00*	*5,000.00*	*5,000.00*	*5,000.00*	***$20,000.00***
Security - Monitoring	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Utilities - Electricity	*2,125.00*	*2,125.00*	*2,125.00*	*2,125.00*	***$8,500.00***
Utilities - Water	*2,000.00*	*2,000.00*	*2,000.00*	*2,000.00*	***$8,000.00***
Total	***37,308.00***	***29,858.00***	***28,108.00***	***28,808.00***	***$124,082.00***

SINKING FUND

	Mar-May 22	Jun-Aug 22	Sept-Nov 22	Dec-Feb 23	Annual Total
INCOME					
Contributions	*1,000.00*	*1,000.00*	*2,000.00*	*2,000.00*	***$6,000.00***
Arrears	*23.63*	*0.00*	*0.00*	*0.00*	***$23.63***
Advances	*-174.54*	*-0.00*	*-0.00*	*-0.00*	***-$174.54***
Special levy	*0.00*	*0.00*	*2,000.00*	*2,000.00*	***$4,000.00***
Total	***849.09***	***1,000.00***	***4,000.00***	***4,000.00***	***$9,849.09***
EXPENDITURE					
Common property	*3,000.00*	*0.00*	*0.00*	*0.00*	***$3,000.00***
Solar Panels	*0.00*	*0.00*	*2,000.00*	*2,000.00*	***$4,000.00***
Total	***3,000.00***	***0.00***	***2,000.00***	***2,000.00***	***$7,000.00***

CASH FLOW SUMMARY

	Mar-May 22	Jun-Aug 22	Sept-Nov 22	Dec-Feb 23	Annual Total
ADMINISTRATION FUND					
Opening Balance	*17,592.85*	*3,296.17*	*3,438.17*	*5,330.17*	***$17,592.85***
Add: Contributions	*27,000.00*	*30,000.00*	*30,000.00*	*30,000.00*	***$117,000.00***
Add: Arrears	*731.31*	*0.00*	*0.00*	*0.00*	***$731.31***
Minus: Advances	*4,719.99*	*0.00*	*0.00*	*0.00*	***$4,719.99***
Minus: Expenditures	*37,308.00*	*29,858.00*	*28,108.00*	*28,808.00*	***$124,082.00***
CLOSING BALANCE	*3,296.17*	*3,438.17*	*5,330.17*	*6,522.17*	***$6,522.17***
SINKING FUND					
Opening Balance	*2,322.16*	*171.25*	*1,171.25*	*3,171.25*	***$2,322.16***
Add: Contributions	*1,000.00*	*1,000.00*	*2,000.00*	*2,000.00*	***$6,000.00***
Add: Special levy	*0.00*	*0.00*	*2,000.00*	*2,000.00*	***$4,000.00***
Add: Arrears	*23.63*	*0.00*	*0.00*	*0.00*	***$23.63***
Minus: Advances	*174.54*	*0.00*	*0.00*	*0.00*	***$174.54***
Minus: Expenditures	*3,000.00*	*0.00*	*2,000.00*	*2,000.00*	***$7,000.00***
CLOSING BALANCE	*171.25*	*1,171.25*	*3,171.25*	*5,171.25*	***$5,171.25***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 46

	— Effective from 15/06/22 —			— Effective from 15/09/22 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
203	178	534.00	**$587**	178	35.60	**$39**
302	180	540.00	**$594**	180	36.00	**$40**
209, 210	181	543.00	**$597**	181	36.20	**$40**
211, 308, 309	182	546.00	**$601**	182	36.40	**$40**
310	183	549.00	**$604**	183	36.60	**$40**
205, 206, 304, 305, 406, 407	184	552.00	**$607**	184	36.80	**$40**
403, 408	185	555.00	**$611**	185	37.00	**$41**
402	186	558.00	**$614**	186	37.20	**$41**
110, 111	189	567.00	**$624**	189	37.80	**$42**
109	190	570.00	**$627**	190	38.00	**$42**
105	194	582.00	**$640**	194	38.80	**$43**
106	196	588.00	**$647**	196	39.20	**$43**
103	197	591.00	**$650**	197	39.40	**$43**
208, 307	230	690.00	**$759**	230	46.00	**$51**
207, 212, 311	232	696.00	**$766**	232	46.40	**$51**
405	234	702.00	**$772**	234	46.80	**$51**
108, 112, 306, 409	235	705.00	**$776**	235	47.00	**$52**
404	237	711.00	**$782**	237	47.40	**$52**
107	243	729.00	**$802**	243	48.60	**$53**
1, 101, 102	246	738.00	**$812**	246	49.20	**$54**
2, 201	247	741.00	**$815**	247	49.40	**$54**
202	248	744.00	**$818**	248	49.60	**$55**
204, 303	251	753.00	**$828**	251	50.20	**$55**
401	253	759.00	**$835**	253	50.60	**$56**
104	254	762.00	**$838**	254	50.80	**$56**
301	437	1,311.00	**$1,442**	437	87.40	**$96**
QUARTERLY TOTAL		*$30,000.00*	***$33,003.00***		*$2,000.00*	***$2,199.00***

CALCULATION OF LEVIES

Total Lot Entitlement 10000
Number of Lots 46
Effective from **15/09/22**
Expires **15/06/24**

SPECIAL LEVY - S17500

Solar Panel Installation

Lot Number	**UEV**	**Contribution**	**Contribution (incl. GST)**
203	178	*$35.60*	*$39*
302	180	*$36.00*	*$40*

209, 210	181	*$36.20*	*$40*
211, 308, 309	182	*$36.40*	*$40*
310	183	*$36.60*	*$40*
205, 206, 304, 305, 406, 407	184	*$36.80*	*$40*
403, 408	185	*$37.00*	*$41*
402	186	*$37.20*	*$41*
110, 111	189	*$37.80*	*$42*
109	190	*$38.00*	*$42*
105	194	*$38.80*	*$43*
106	196	*$39.20*	*$43*
103	197	*$39.40*	*$43*
208, 307	230	*$46.00*	*$51*
207, 212, 311	232	*$46.40*	*$51*
405	234	*$46.80*	*$51*
108, 112, 306, 409	235	*$47.00*	*$52*
404	237	*$47.40*	*$52*
107	243	*$48.60*	*$53*
1, 101, 102	246	*$49.20*	*$54*
2, 201	247	*$49.40*	*$54*
202	248	*$49.60*	*$55*
204, 303	251	*$50.20*	*$55*
401	253	*$50.60*	*$56*
104	254	*$50.80*	*$56*
301	437	*$87.40*	*$96*
QUARTERLY		*$2,000.00*	*$2,199.00*

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolution
05/11/20	Limit Committee to total of 5 members. That, it be resolved that the Management Committee of the Community Corporation as constituted or elected from time to time comprise a maximum of five (5) Members.
11/05/21	No resolution to be recorded.
25/05/22	No resolution to be recorded.

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	WOODFORDE	APPROVED: 09/02/2020	C42031
MAP REF:	6628/42/D	COUNCIL:	ADELAIDE HILLS COUNCIL	DEPOSITED: 14/02/2020	SHEET 1 OF 8
LAST PLAN:	D118442	DEVELOPMENT NO:	473/C043/19/001/57882		70294_text_01_v03_Version_3

AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD
1ST FLOOR 11 KING WILLIAM ST
KENT TOWN SA 5067
PH: 81301666
FAX: 83620099

AGENT CODE: ALSY

REFERENCE: A053514_KLSO-C(E

SURVEYORS CERTIFICATION: I Noel Ralfe Gehren , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
24th day of January 2020 Noel Ralfe Gehren Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6207	86		ALLOTMENT(S)	162	D	118442	ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S)	A(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA

ANNOTATIONS:

C42031

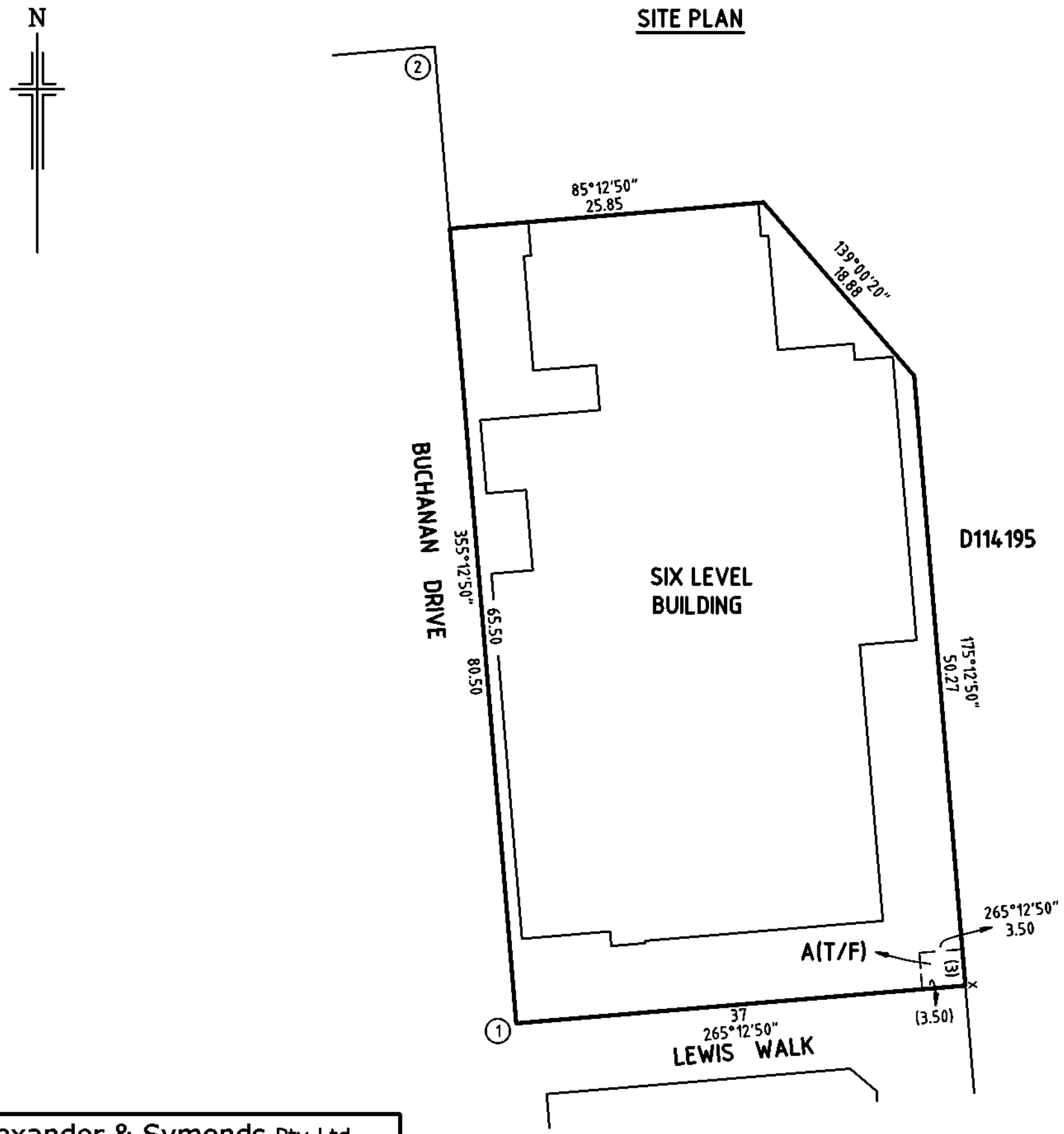
SHEET 2 OF 8

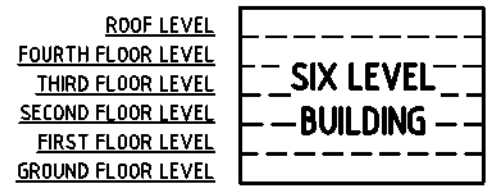
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BEARING DATUM: (1) – (2) 355°12'50"
DERIVATION: D118442 ADOPTED

TOTAL AREA: 2339m²

SITE PLAN





TYPICAL CROSS SECTION

NOT TO SCALE



Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF LOT SUBSIDIARIES MARKED CARPARK ARE 2.20 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.20 METRES.

LEGEND	
xxx	DENOTES COLUMN
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMN AND LINE PRODUCED
FWP	FACE OF WALL AND LINE PRODUCED
IFW	INSIDE FACE OF WALL
STT	STRAIGHT
FHR	FIRE HOSE REEL
CLFP	CENTRE LINE OF FENCE PRODUCED
W/C	WATER CLOSET

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS TERRACE ARE CENTRE LINE OF BALUSTRADE UNLESS SHOWN OTHERWISE.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE CENTRE LINE OF CHAIN WIRE MESH FENCES UNLESS SHOWN OTHERWISE.

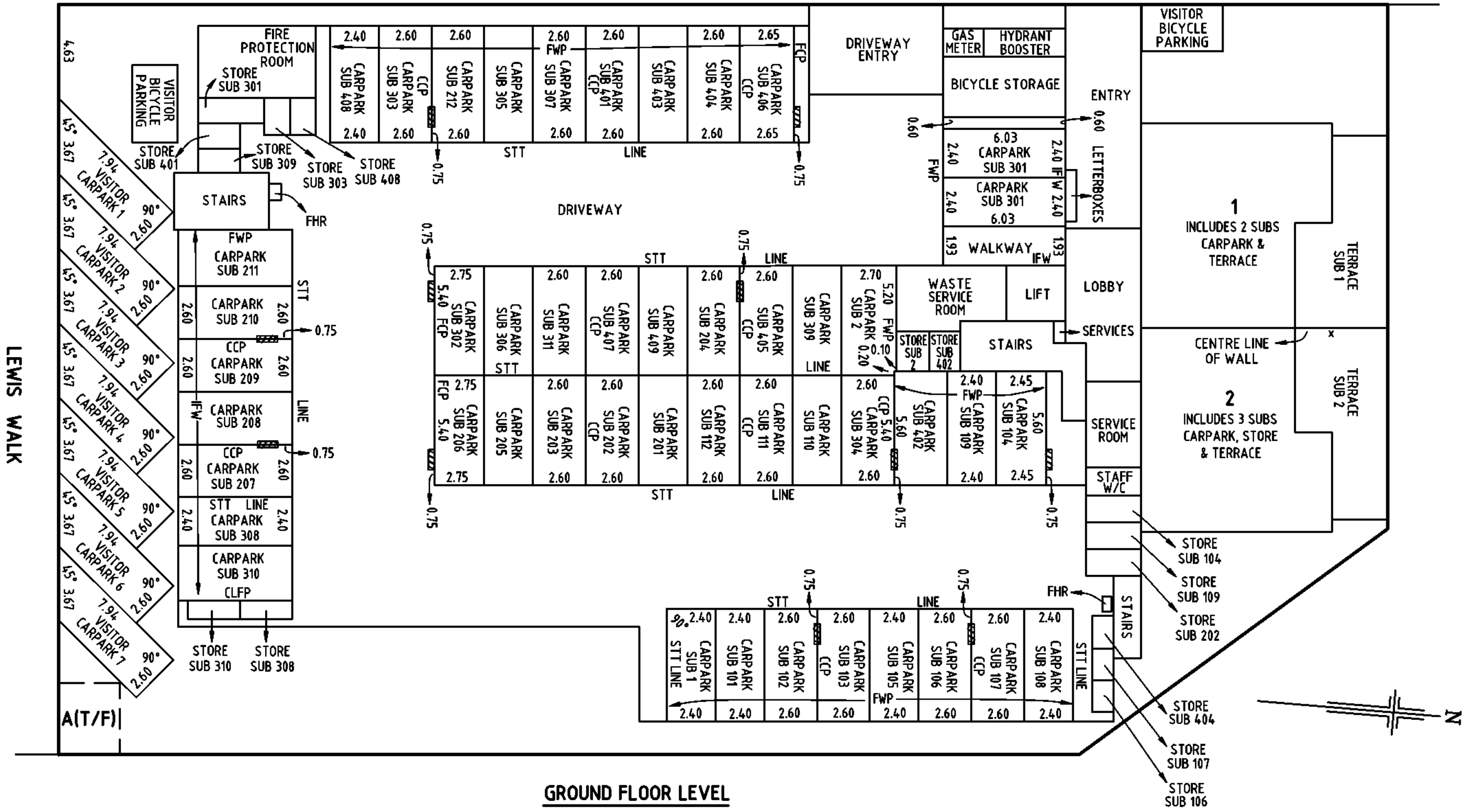
C42031

SHEET 3 OF 8

70294_pland_2_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



GROUND FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE CENTRE LINE OF BALUSTRADE UNLESS SHOWN OTHERWISE.

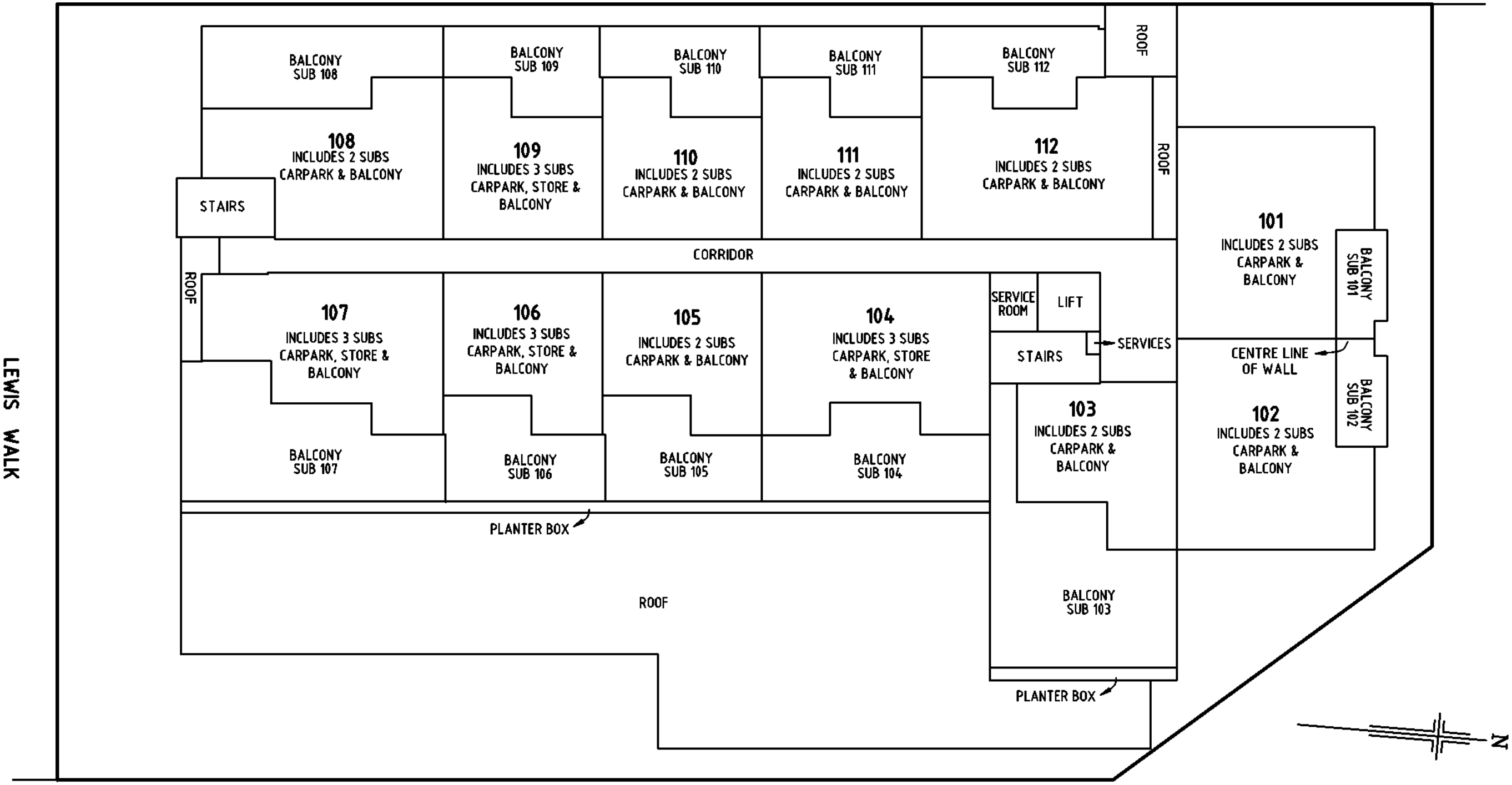
C42031

SHEET 4 OF 8

70294_pland_3_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



FIRST FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

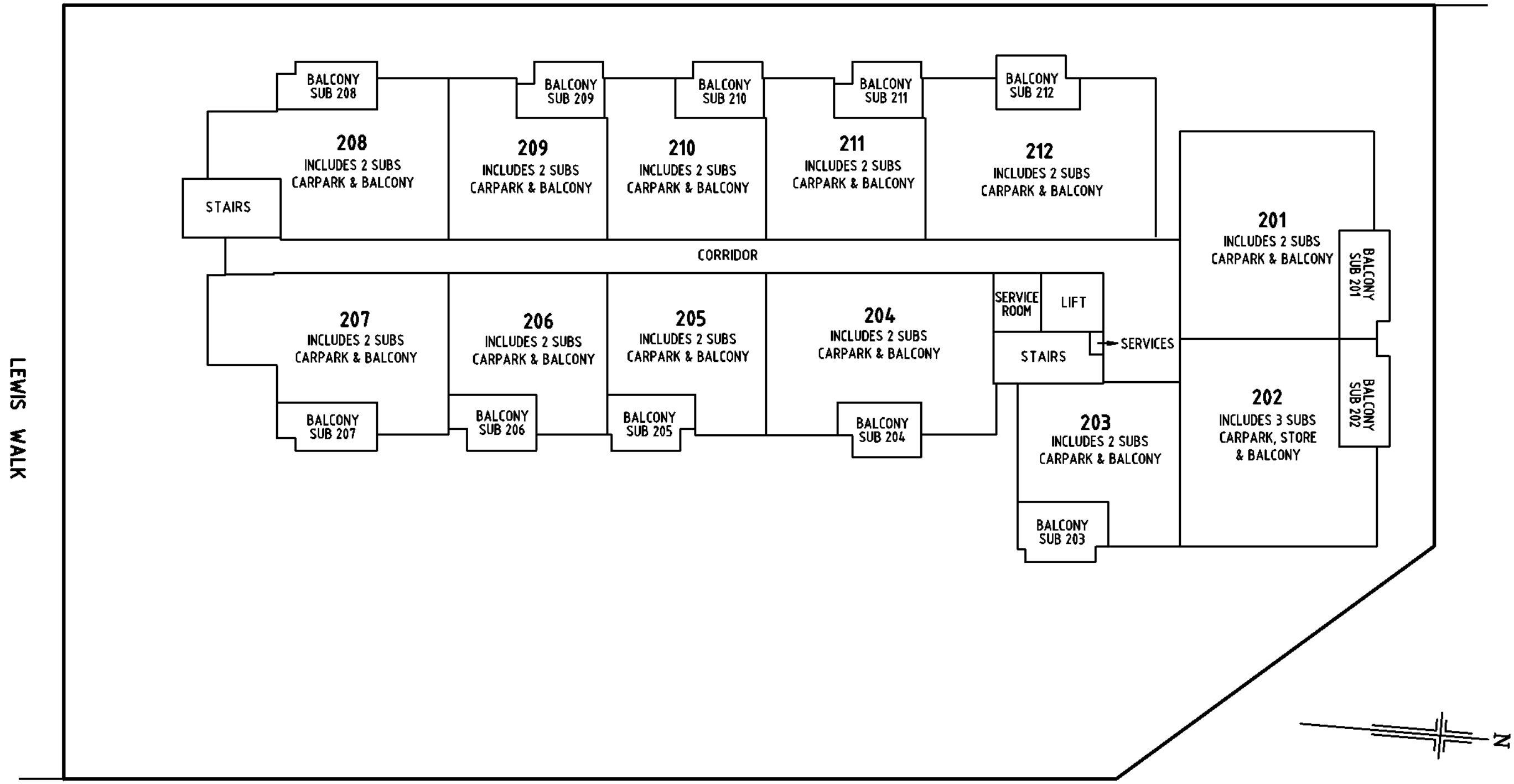
C42031

SHEET 5 OF 8

70294_pland_4_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



SECOND FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

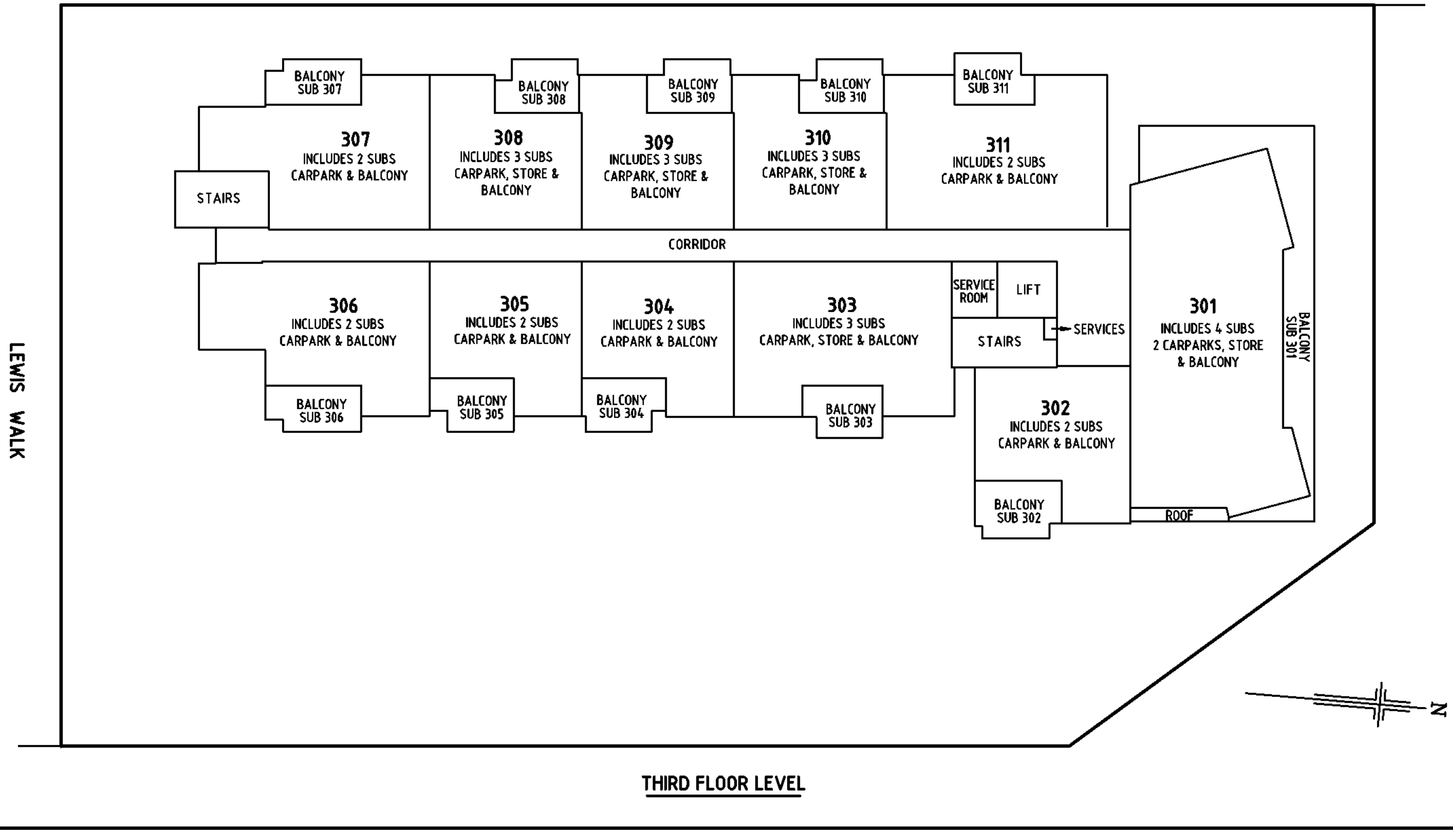
C42031

SHEET 6 OF 8

70294_pland_5_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



THIRD FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

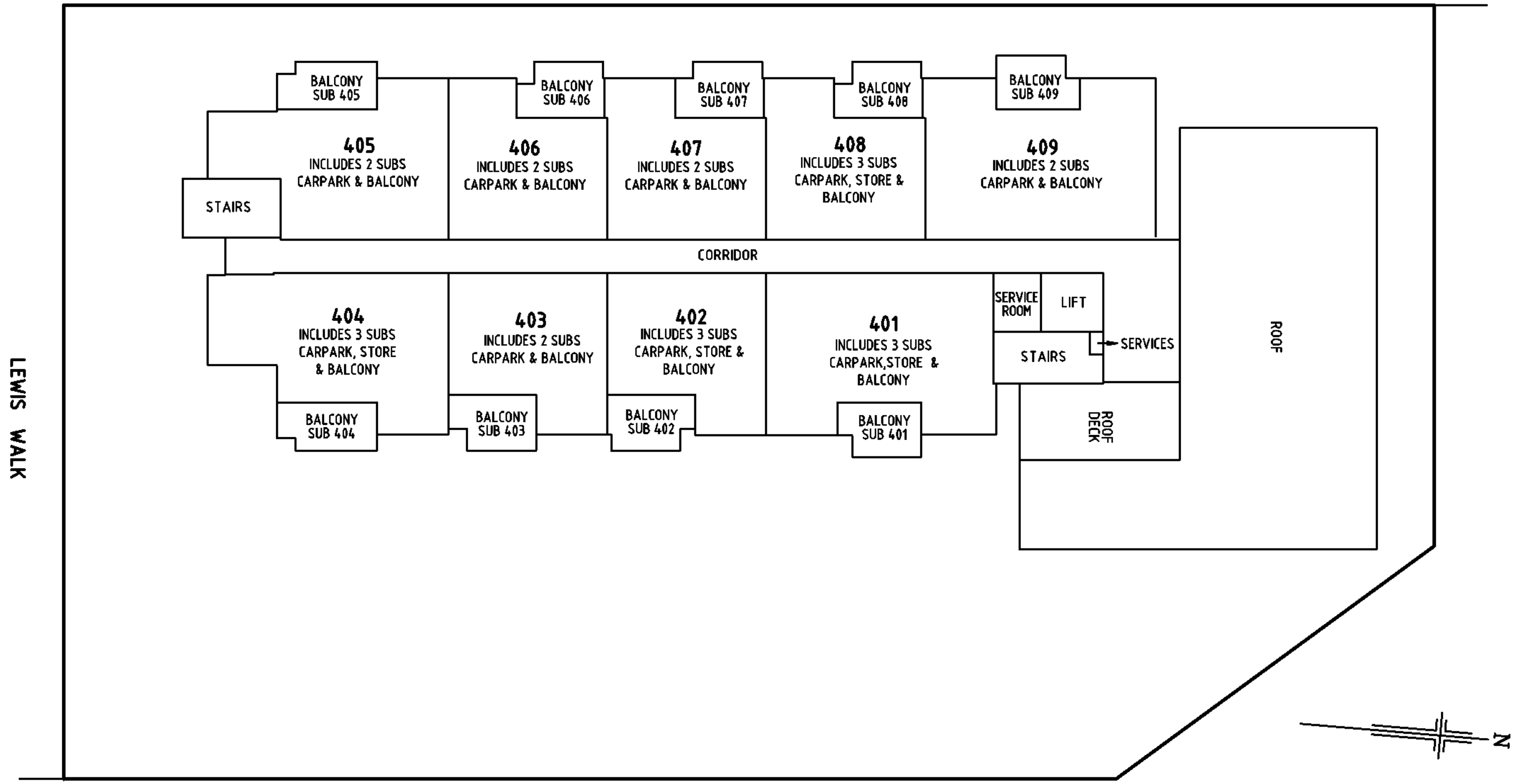
C42031

SHEET 7 OF 8

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SCALE METRES

BUCHANAN DRIVE



FOURTH FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
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REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

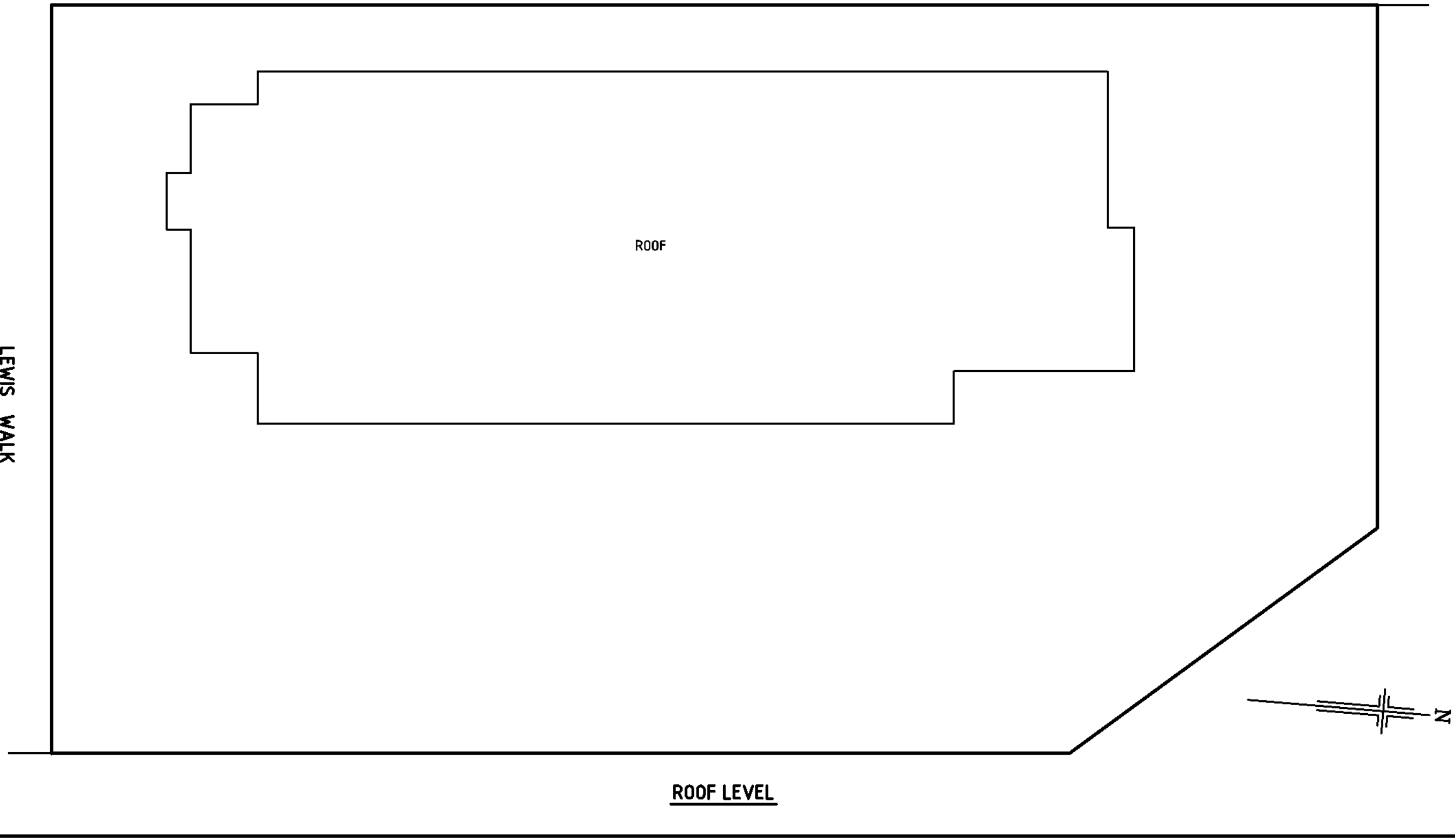
C42031

SHEET 8 OF 8

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SCALE METRES

BUCHANAN DRIVE



ROOF LEVEL

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Asbestos Reports (Registers + Management Plans) · Life Cycle Maintenance Reports
Strata Compliance Specialists since 1983
ABN 60 508 188 246

10 Year Sinking Fund Plan

Inspection Date: 12 July 2023 **Date of this Report: 20 July 2023**



89 Buchanan Drive, Woodforde :: C42031



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ABN 60 508 188 246

The Owners of Community Plan 42031
89 Buchanan Drive, Woodforde

20 July 2023

Dear Owners,

RE: 10 Year Sinking Fund Plan - 89 Buchanan Drive, Woodforde - C42031

Thank you for your instructions to provide a 10 Year Sinking Fund Plan for your community scheme.

BIV Reports Pty Limited is a National Partner with the Strata Community Association. Our Reports are easy to read and understand, and if you have any questions, feel free to contact us directly.

The key objective of a 10 Year Plan is to determine the annual contribution to the Fund. My words are 'it is a Savings Plan not Spending Plan' so it is not critical if an Item is shown in one year as opposed to another year, as I make an allowance for this. It is also User Pays basis to set aside funds within the 10 years of the Plan for capital Items that will need to be replaced beyond those 10 Years, ie roof.

BIV Reports Pty Limited (Reserve Fund Plans) are engaged in South Australia by the largest Strata Management company, and in WA over 85% of all Strata Managers utilise our services to carry out 10 Year Sinking Fund Plans, Asbestos Reports, Safety Reports and Building Insurance Valuations.

Our 10 Year Sinking Fund Plan complies with s81(5)(d), s113 (expenditure), s114 (contributions) Community Titles Act 1996 (SA) and r18A (expenditure) Community Titles Regulations 2011 (SA).

Our other services include: Asbestos Registers, Safety Reports, Insurance Valuations

The above Reports are carried out on all types of property including residential, retail, commercial, industrial, high rise towers, CBD, marinas, stratum, non-strata and others.

Contact your Strata Manager to engage BIV Reports Pty Limited to provide any of the above additional Reports, or alternately contact us if you have any questions on these Reports.

As you can appreciate, some owners do not want to spend money at all, or do not communicate their particular requirements (ie more parking, bbq area, etc). If you want to adjust the Plan within six months, there is no charge, as we genuinely want you to have a useful and practical Plan. Simply provide the new Item(s), Amount(s) and Year(s), and on a reasonable not unlimited basis.

Congratulations, you now have the benefit of a compliant 10 Year Sinking Fund Plan from BIV Reports Pty Limited that will assist the owners in preparing their annual budgets in accordance with the Community Titles Act 1996 (SA) and Community Titles Regulations 2011 (SA).

Yours sincerely,

Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP FSSP
Director - Certified Practicing Valuer, Chartered Valuation Surveyor
Cert IV WHS, Asbestos qualifications, Past Accredited Practitioner (Fire Safety)

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Annexure A - Annual Contribution for each Lot in each Year of the 10 Year Plan

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COVERED ITEMS	Identification of Covered Items - 10 Year Sinking Fund Plan - Cost Estimates (includes GST)		
10 Year Plan for:	The Owners of Community Plan 42031 - 89 Buchanan Drive, Woodforde	**Community Plan:**	**C42031**
Period covered by the Plan:	1 February 2024 to 1 February 2034	**Plan prepared on:**	20 July 2023

					End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10
Ser -ial	***Covered Items**	**Current Cost**	**Approx year work required**	**Escalated amount**	**Feb-25**	**Feb-26**	**Feb-27**	**Feb-28**	**Feb-29**	**Feb-30**	**Feb-31**	**Feb-32**	**Feb-33**	**Feb-34**
1	**Structure**													
2	Roof	$90,000	10	$139,767										$139,767
3	Long term capital items (see page 12)	$23,000	10	$35,718										$35,718
4	**Appendages**													
5	Common prop. doors + windows	$13,000	8	$18,487								$18,487		
6	Common property lighting	$7,800	2	$8,356		$8,356								
7	Fire safety services	$6,200	4	$7,115				$7,115						
8	Security gate + motor	$3,200	6	$4,167						$4,167				
9	Elevator + equipment	$18,000	5	$21,378					$21,378					
10	Guttering + downpipes	$17,000	9	$25,264									$25,264	
11	Distribution boards	$5,300	6	$6,902						$6,902				
12	Balustrades	$8,400	9	$12,483									$12,483	
13	Pumps + other plumbing	$4,900	7	$6,668							$6,668			
14	**Other**													
15	Internal painting + tiling + carpets	$21,000	10	$32,612										$32,612
16														
17	Intercom + security doors	$4,600	6	$5,990						$5,990				
18	Seal balconies	$18,000	7	$24,496							$24,496			
19	**Outside**													
20	External painting	$60,000	9	$89,166									$89,166	
21	Utility services, cabinets, conduits	$2,300	4	$2,639				$2,639						
22	Fences + gates	$2,400	6	$3,125						$3,125				
23	Driveway	$10,000	5	$11,877					$11,877					
24	Garden + reticulation	$3,300	4	$3,787				$3,787						
25	Garbage bin area	$1,600	3	$1,774			$1,774							
26	Trip slip hazards + stair nosings	$1,000	1	$1,035	$1,035									
27	Stormwater pits + pipes	$3,500	8	$4,977								$4,977		
28	Brickwork + render	$3,600	7	$4,899							$4,899			
29	Storage areas + bike storage & racks	$4,800	6	$6,251						$6,251				
30	Line marking + signage	$2,600	3	$2,883			$2,883							
31	Mail boxes	$2,100	7	$2,858							$2,858			
	Total Estimate (rounded)	**$337,600**		**$484,675**	**$1,035**	**$8,356**	**$4,657**	**$13,541**	**$33,255**	**$26,436**	**$38,921**	**$23,465**	**$126,913**	**$208,098**

**Covered Items are items of a capital and non-recurrent nature.*

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10 Year Plan for:	The Owners of Community Plan 42031 - 89 Buchanan Drive, Woodforde	**Community Plan:**	**C42031**
Period covered by the Plan:	1 February 2024 to 1 February 2034	**Plan prepared on:**	20 July 2023

Method and Reasoning

Serial	Covered Items	Current Cost	*Approx year work required	Details of any maintenance, repair, renewal or replacement that is anticipated to be required in the period covered by the Plan	Current Condition or operating state	Estimated Lifespan after work carried out
1	**Structure**					
2	Roof	$90,000	10	Contribution towards the maintenance of the roof	Average condition	15-20 yrs
3	Long term capital items (see page 12)	$23,000	10	Contribution towards the repair of the long term capital items (see page 12)		
4	**Appendages**					
5	Common prop. doors + windows	$13,000	8	Contribution towards the repair of the common prop. doors + windows	Good condition	7-10 yrs
6	Common property lighting	$7,800	2	Contribution towards the replacement of the common property lighting	Average condition	3-5 yrs
7	Fire safety services	$6,200	4	Contribution towards the renewal of the fire safety services	Average condition	5-7 yrs
8	Security gate + motor	$3,200	6	Allowance for the repair of the security gate + motor	Average condition	7-10 yrs
9	Elevator + equipment	$18,000	5	Allowance for maintenance of the elevator + equipment	Good condition	7-10 yrs
10	Guttering + downpipes	$17,000	9	Contribution towards the repair of the guttering + downpipes	Good condition	11-15 yrs
11	Distribution boards	$5,300	6	Contribution towards the repair of the distribution boards	Average condition	11-15 yrs
12	Balustrades	$8,400	9	Contribution towards the repair of the balustrades	Good condition	11-15 yrs
13	Pumps + other plumbing	$4,900	7	Contribution towards the maintenance of the pumps + other plumbing	Average condition	7-10 yrs
14	**Other**					
15	Internal painting + tiling + carpets	$21,000	10	Contribution towards the renewal of the internal painting + tiling + carpets	Good condition	7-10 yrs
16						
17	Intercom + security doors	$4,600	6	Allowance for the repair of the intercom + security doors	Good condition	7-10 yrs
18	Seal balconies	$18,000	7	Allowance to seal balconies	Average condition	5-7 yrs
19	**Outside**					
20	External painting	$60,000	9	Contribution towards the renewal of the external painting	Good condition	7-10 yrs
21	Utility services, cabinets, conduits	$2,300	4	Contribution towards the repair of the utility services, cabinets, conduits	Good condition	11-15 yrs
22	Fences + gates	$2,400	6	Allowance for the repair of the fences + gates	Good condition	15-20 yrs
23	Driveway	$10,000	5	Contribution towards the maintenance of the driveway	Good condition	7-10 yrs
24	Garden + reticulation	$3,300	4	Contribution towards the renewal of the garden + reticulation	Average condition	5-7 yrs
25	Garbage bin area	$1,600	3	Contribution towards the upgrade of the garbage bin area	Average condition	7-10 yrs
26	Trip slip hazards + stair nosings	$1,000	1	Allowance for trip slip hazards + stair nosings	Good condition	
27	Stormwater pits + pipes	$3,500	8	Contribution towards the maintenance of the stormwater pits + pipes	Average condition	7-10 yrs
28	Brickwork + render	$3,600	7	Contribution towards the repair of the brickwork + render	Good condition	7-10 yrs
29	Storage areas + bike storage & racks	$4,800	6	Allowance for the repair of the storage areas + bike storage & racks	Good condition	7-10 yrs
30	Line marking + signage	$2,600	3	Allowance for the renewal of the line marking + signage	Good condition	5-7 yrs
31	Mail boxes	$2,100	7	Contribution towards the repair of the mail boxes	Good condition	7-10 yrs
	Total Estimate (rounded)	**$337,600**				

* This means the year after the Plan is prepared.

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PAYMENT PLAN	Recommended Annual Sinking Fund Payment Plan and verification of our Recommendations		
10 Year Plan for:	The Owners of Community Plan 42031 - 89 Buchanan Drive, Woodforde	**Community Plan:**	**C42031**
Period covered by the Plan:	1 February 2024 to 1 February 2034	**Plan prepared on:**	20 July 2023

End of Year	Year Ending	Recom-mended Sinking Fund Payment	Annual % change in Sinking Fund Payment	Adjusted Sinking Fund Payment (increase/ decrease)	Sinking Fund Balance + Interest + Annual Payment	Costs in each year refer to the table above (page 3)	Sinking Fund Balance	Interest on the Sinking Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	0.75%
							$6,000	**$45**
1	Feb-25	**$41,762**			$47,807	$1,035	**$46,772**	**$351**
2	Feb-26	**$43,433**	4.00%		$90,556	$8,356	**$82,201**	**$617**
3	Feb-27	**$45,170**	4.00%		$127,987	$4,657	**$123,331**	**$925**
4	Feb-28	**$46,977**	4.00%		$171,233	$13,541	**$157,692**	**$1,183**
5	Feb-29	**$48,856**	4.00%		$207,731	$33,255	**$174,475**	**$1,309**
6	Feb-30	**$50,810**	4.00%		$226,594	$26,436	**$200,158**	**$1,501**
7	Feb-31	**$52,843**	4.00%		$254,502	$38,921	**$215,582**	**$1,617**
8	Feb-32	**$54,956**	4.00%		$272,155	$23,465	**$248,690**	**$1,865**
9	Feb-33	**$57,155**	4.00%		$307,710	$126,913	**$180,798**	**$1,356**
10	Feb-34	**$59,441**	4.00%		$241,595	$208,098	**$33,497**	**$251**
11	Feb-35	**$61,819**	4.00%		$95,566		**$95,566**	**$717**

Note: some figures may be rounded

Assumptions	
Base Annual Sinking Fund contribution for Capital Items	$47,662
Buffer (or adjustment to the base annual contribution)	-$5,900
Recommended Annual Fund Contribution (After Buffer)	**$41,762**
Current Annual Sinking Fund contribution (as instructed)	$12,000
Current Sinking Fund Balance (as instructed)	$6,000
Annual Sinking Fund Payment increase rate	4.00%
Adopted Investment Rate after tax	0.75%

Our Recommendation of the Annual Sinking Fund Payments for the next 11 years is set out in the Table above. Column C (Recommended Sinking Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Sinking Fund Payment (negative adjustment) from Column E to ensure that the Sinking Fund Balance remains positive in each year. Column F includes the Sinking Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Sinking Fund Payment for the current year. Column G sets out the Anticipated Expenses in each year. Column H is the Sinking Fund Balance which remains positive and proves our Recommendations are correct.

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RECOMMENDATION	First Year - Recommended Annual Sinking Fund Contributions for each Lot PER ANNUM		
10 Year Plan for:	The Owners of Community Plan 42031 - 89 Buchanan Drive, Woodforde	**Community Plan:**	**C42031**
Period covered by the Plan:	1 February 2024 to 1 February 2034	**Plan prepared on:**	20 July 2023

Rate per U/E	Lot No	Unit Entitlem.	1st Year Sinking Fund Payment PA
$4.18	1	246	$1,027
	2	247	$1,032
	101	246	$1,027
Total Unit Entitlement	102	246	$1,027
	103	197	$823
	104	254	$1,061
10000	105	194	$810
	106	196	$819
	107	243	$1,015
Recommended First Year Sinking Fund Contribution	108	235	$981
	109	190	$793
	110	189	$789
	111	189	$789
$41,762	112	235	$981
	201	247	$1,032
	202	248	$1,036
	203	178	$743
	204	251	$1,048
	205	184	$768
	206	184	$768
	207	232	$969
	208	230	$961
	209	181	$756
	210	181	$756
	211	182	$760
	212	232	$969
	301	437	$1,825
	302	180	$752
	303	251	$1,048
	304	184	$768
	305	184	$768
	306	235	$981
	307	230	$961
	308	182	$760
	309	182	$760
	310	183	$764
	311	232	$969
	401	253	$1,057
	402	186	$777
	403	185	$773
	404	237	$990
	405	234	$977
	406	184	$768
	407	184	$768
	408	185	$773
	409	235	$981
			$41,762

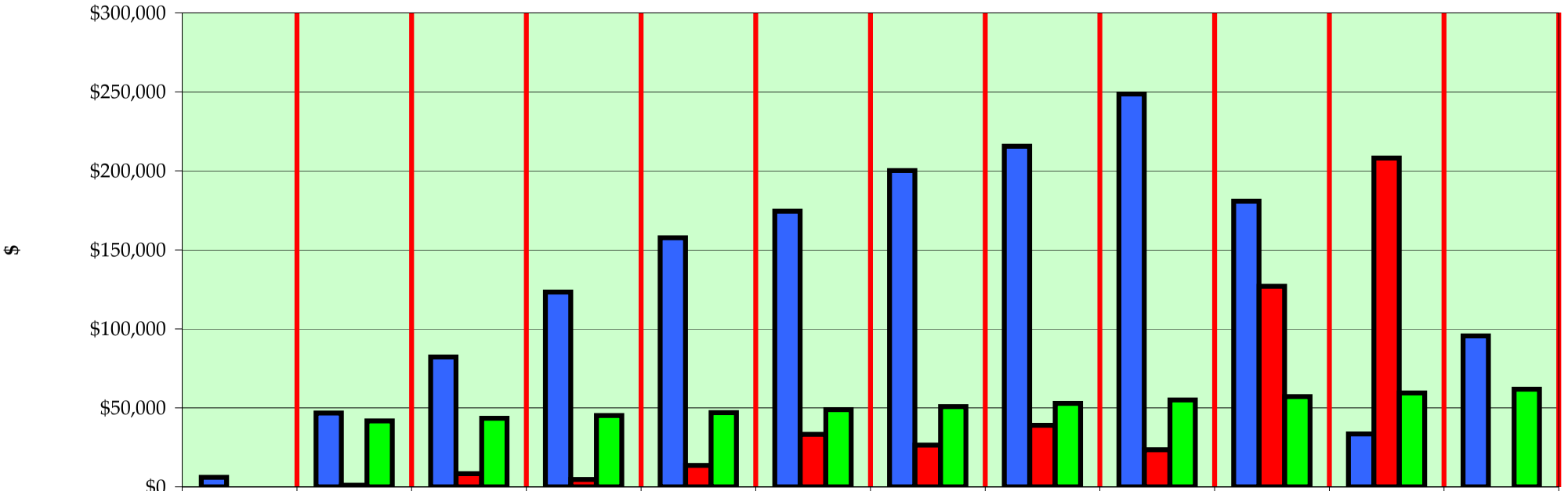
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GRAPH RESULTS	Graph - Recommended Sinking Fund Contributions, Estimated Costs, Fund Balance - 10 Years		
10 Year Plan for:	The Owners of Community Plan 42031 - 89 Buchanan Drive, Woodforde	**Community Plan:**	**C42031**
Period covered by the Plan:	1 February 2024 to 1 February 2034	**Plan prepared on:**	20 July 2023

10 Year Sinking Fund Plan



	Feb 24	Feb 25 End of Year 1	Feb 26 End of Year 2	Feb 27 End of Year 3	Feb 28 End of Year 4	Feb 29 End of Year 5	Feb 30 End of Year 6	Feb 31 End of Year 7	Feb 32 End of Year 8	Feb 33 End of Year 9	Feb 34 End of Year 10	Feb 35 End of Year 11
Balance	$6,000	$46,772	$82,201	$123,331	$157,692	$174,475	$200,158	$215,582	$248,690	$180,798	$33,497	$95,566
Cost		$1,035	$8,356	$4,657	$13,541	$33,255	$26,436	$38,921	$23,465	$126,913	$208,098	$0
Contribution		$41,762	$43,433	$45,170	$46,977	$48,856	$50,810	$52,843	$54,956	$57,155	$59,441	$61,819

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Method of Assessment

The Method by which the estimated costs for the maintenance, repair, renewal or replacement of the identified Items as set out in the 10 Year Sinking Fund Plan were determined, is set out below. The assessments contained in this Plan have been calculated in accordance with the Community Titles Act 1996, the Community Titles Regulations 2011 and prudent strata administration and management practices.

The recommended Contributions are calculated from an amalgam of cost estimates and a single figure is provided for practical purposes from within a range of values and a combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Community Scheme. Building plans or building surveys should be provided if the Owners require more accurate areas.

I have relied upon published Building Costs Guides and my extensive experience in costs assessments to determine the costs of maintenance, repair, renewal, replacement or upgrading of the Covered Items and do not accept responsibility for any errors from the above providers of source data. The estimated cost in a future year is escalated from a today's cost to allow for the increase in building costs, and uncertainty and risk over time.

The easily accessible areas of the property are physically inspected at the time of our inspection, and the Covered Items requiring maintenance, repair, renewal or replacement are identified, and then an estimated cost within the likely range of cost for that item is made having regard to quotes, costings from Building Costs publications, and using my over 30 years experience as a Valuer, and specialising in strata matters and 10 year Sinking Fund Plans.

Additional comments

I have made allowances for common property lighting, the garbage bin area, stair nosings or non slip finishes for additional safety, the electrical boards if needed, maintaining the fire services from a capital and not a recurrent basis, internal painting renewal, brickwork including sealing brick mortar with Bondcrete and render repairs if needed, maintenance and repairs to the roof, elevators, and other Covered Items of a capital (not recurrent) nature, amongst other things.

As the property is relatively new, it presents well. The next few years will be fairly critical to see the level and quality of the construction materials ie whether balustrades will corrode, concrete spalls, water penetrations and the like will occur. I have made a variety of allowances including sealing the balconies to prevent water penetration and subsequent concrete spalling (cancer), common property doors including doors to Units as well as utility and entry doors, and external painting (which is usually a hard estimate to determine).

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Recommendation

I consider that the existing Sinking Fund balance is low, and the Current Contributions are not sufficient. Additional allowances should always be made for any unforseen circumstances. I recommend that the Owners adopt as a minimum, the Contributions as shown.

Points of consideration

I have made the following allowances:

- in year 10, contribution towards the maintenance of the roof.
- contribution towards the repair of the long term capital items (see page 12), if required.
- in year 8, contribution towards the repair of the common prop. doors + windows, if required.
- contribution towards the replacement of the common property lighting in year 2.
- contribution towards the renewal of the fire safety services, if required.
- allowance for the repair of the security gate + motor.
- allowance for maintenance of the elevator + equipment in year 5, if required.
- in year 9, contribution towards the repair of the guttering + downpipes.
- in year 6, contribution towards the repair of the distribution boards, if required.
- contribution towards the repair of the balustrades in year 9.
- contribution towards the maintenance of the pumps + other plumbing, if required.
- in year 10, contribution towards the renewal of the internal painting + tiling + carpets, if required. In order to maintain a fresh appearance and provide ongoing protection.
- allowance for the repair of the intercom + security doors in year 6, if required.
- in year 7, allowance to seal balconies.
- contribution towards the renewal of the external painting in year 9, if required. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the repair of the utility services, cabinets, conduits in year 4.
- in year 6, allowance for the repair of the fences + gates, if required. Where appropriate, at 50% of the cost in accordance with the Fences legislation.
- contribution towards the maintenance of the driveway in year 5.
- contribution towards the renewal of the garden + reticulation, if required. The owners may wish to refresh and restore the landscaped areas.
- contribution towards the upgrade of the garbage bin area.
- allowance for trip slip hazards + stair nosings in year 1, if required.
- in year 8, contribution towards the maintenance of the stormwater pits + pipes.
- in year 7, contribution towards the repair of the brickwork + render, if required.
- allowance for the repair of the storage areas + bike storage & racks in year 6.
- allowance for the renewal of the line marking + signage, if required.
- contribution towards the repair of the mail boxes.

Note that this Sinking Fund Plan is only an estimate of what items may reasonably require maintenance, repair, renewal, replacement or upgrade during the period covered by the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass. Additional items of capital repairs or replacement that are unforeseen at the time of preparing a Sinking Fund Plan may occur in the immediate future. This Sinking Fund Plan should be reviewed periodically to remove items that are no longer required and to add new items that are discovered. It is a Savings Plans not a Spending Plan.

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Summary

The following annual Sinking Fund contributions are recommended at the dates shown below.

Year	Year Ending	Recommended Sinking Fund Payment (includes any Extra Costs payment)
1	Feb-25	**$41,762**
2	Feb-26	**$43,433**
3	Feb-27	**$45,170**
4	Feb-28	**$46,977**
5	Feb-29	**$48,856**
6	Feb-30	**$50,810**
7	Feb-31	**$52,843**
8	Feb-32	**$54,956**
9	Feb-33	**$57,155**
10	Feb-34	**$59,441**
11	Feb-35	**$61,819**

For the recommended annual contribution for each Lot and for each year in the Plan see Annexure A.

Plan prepared by:



Wal Dobrow FAPI FRICS FREI REIV(Aust) CDP CPP FSSP
Director - Certified Practicing Valuer, Chartered Valuation Surveyor
Cert IV WHS, Asbestos qualifications, Past Accredited Practitioner (Fire Safety)



This 10 Year Sinking Fund Plan is for the use of the instructing party only and to assist the Owners in determining budgets and to satisfy the requirements of the Act and the Regulations, and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this Sinking Fund Plan. Neither the whole nor any part of this Plan or any reference thereto may be included in any published document, circular or statement or published in any way without my written approval of the form and context in which it may appear. The Plan may be utilised for relevant meetings, but not for litigation or other purposes.

A comprehensive Report including a 10 Year Plan should be commissioned if a party requires a Report for another purpose or for use in litigation matters. I reserve the right to review or withdraw my Plan at any time and for any reason. This Plan does not cover the structural condition of the property nor environmental contamination. This Plan does not identify or comment on the structural integrity (defect, pest or rot, etc), nor occupational or work health and safety, nor fire safety, nor council or building compliance in any respect (ie. flooding, cladding, building standards, etc) nor should it be construed as such.

The amounts shown on the Plan are a recommendation based upon my assessment of the likely expenditure on the Covered Items contained in the 10 Year Sinking Fund Plan, as requested by the instucting party on behalf of the Owners. The Owners are entitled to choose whatever Sinking Fund contributions they deem appropriate for their particular circumstances.

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The Legislation

The management of community schemes in SA are primarily governed by the Community Titles Act 1996 (SA) and Community Titles Regulations 2011 (SA). s113 of the Act requires a Statement of Expenditure (10 Year Sinking Fund Plan) to be prepared.

113 - Statement of expenditure

(1) A statement setting out the following information must be presented by a community corporation to each annual general meeting of the corporation:

(aa) proposed expenditure (other than recurrent expenditure) for the period prescribed by the regulations for the purposes of this paragraph (which must not exceed 5 years);

(a) the estimated expenditure of a recurrent nature and the estimated expenditure of a non-recurrent nature to be made by the corporation in the current financial year;

(b) the estimated expenditure in future years for which funds should be raised now and held in reserve;

(c) the amount to be raised by way of contributions from the owners of community lots to cover the expenditure referred to in paragraphs (a) and (b).

Non-recurrent expenditure means .. that is normally made less frequently than once a year.

Budget

The legislative purpose of the Statement of Expenditure (10 Year Plan) is to assist the Owners and a comunity corporation in determining an appropriate annual budget for the sinking fund.

114 - Contributions by owners of lots

(1) A community corporation must, in general meeting, fix the amount it requires by way of contributions from the owners of community lots.

(2) The amount must be fixed by an ordinary resolution of the corporation and not by the management committee.

(3) .. the share of an amount fixed under ss(1) to be contributed by .. each lot is proportional to the lot entitlement of the lot unless otherwise provided by a unanimous resolution.

r18A - Statement of expenditure

(1) For the purposes of section 113(1)(aa) of the Act, the prescribed period is -

(a) 7 to 20 strata units - 3 years; or (b) more than 20 strata units - 5 years.

Decisions made by the Community Corporation about the Plan

The Owners Corporation has instructed us to prepare the 10 year Plan on the following basis:

The Covered Items contained within the Plan are all of the items that the Owners Corporation anticipates will require maintenance, repair, renewal or replacement in the period of the plan.

The Covered Items contained within the Plan includes all of the items of value that form part of the common property or the personal property of the Owners Corporation that, in their opinion, should be included in the Plan having regard to the maintenance, repair, renewal or replacement that it is anticipated will be required in the period covered by the Plan.

The Owners Corporation considers the way the items have been itemised separately or grouped together in the Plan as appropriate, and that the information contained in the Condition Report within the Plan as the appropriate information for each Covered Item.

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Typically the legislation allows the Owners the discretion to choose or confirm the list of Covered Items scheduled within the 10 year plan provided, as well as the discretion to augment the Condition Report within the Plan with further details if they choose. These additional details for any Covered Item in a Condition Report include the installation, construction or acquisition date, the present condition, working or operating state, the date of last inspection, details of any anticipated maintenance, repair, renewal or replacement costs and future dates required, if the Owners so choose. If the Owners choose not to provide any of the above information, this Sinking Fund Plan is a 10 Year Plan that still complies with the Community Titles Act 1996 and the Community Titles Regulations 2011.

When I prepare the 10 year Sinking Fund Plan, I already take into account the above details as best available, and the Owners may choose to add or amend the information provided within my issued Sinking Fund Plan. The benefit of this approach is the time saving for the Owners and the Strata Manager, as well as compliance with the legislation.

Covered Items

I refer to Covered Items as those items of a capital nature rather than a routine or recurrent nature that will likely require the type of expenditure set out in the legislation. These would also include the personal property of the scheme that should be included within the 10 year Plan. The Owners may choose to add additional items and their estimate of the costs to repair, maintain, renew or replace those items. The additional items may include cladding rectification, building defects, the construction of improvements upon the common property such as a new pergola, garbage bin enclosure, landscaping upgrading, additional car parking and the like.

Condition Report

My 10 year Sinking Fund Plan includes a Condition Report which sets out a visual assessment of the current condition of each item scheduled within the Plan, the expected lifespan once the item has been maintained, repaired, renewed, replaced or upgraded, as well as the method and any assumptions used to determine the estimated costs in order to comply with the legislation.

Long Term Capital Items

My Long Term Capital Items comprises two broad components. (1) minor and small items that would not warrant a separate inclusion on the Plan ie hinges, glass window rollers or glass door rollers, seals, locks and similar fittings; and (2) contingency and larger long term items such as an allowance for improved fire services, or fire rating between Sole Occupancy Units, if needed, (BCA or National Construction Code term) or, if the property may require upgrading, or future structural improvements, ie additional roof work, retaining walls, underground piping, that would be beyond the 10 year plan but contributed as a user pays approach in the 10 years contained within the Plan. These items are typically reflected as an amount ranging between $500 and $750 per Lot, and on a more simplistic straight-line approach, it is $50 to $75 per lot pa for the 10 year Plan.

Compliance with the Legislation

In weighing up the above approach and analysis of the legislation, my Sinking Fund Plan complies with each relevant aspect of the Community Titles Act 1996, and the Community Titles Regulations 2011.

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General background comments

The following comments and observations do not form part of the Plan and are only provided to assist the Owners.

Explanation of a Sinking Fund Plan

Primarily the purpose of a Sinking Fund Plan is to determine the most practical and cost effective annual contribution for the Sinking Fund budget, and which covers the anticipated costs for the maintenance, repair, renewal, replacement or the upgrade of items of value that form part of the common property of the scheme and the personal property of the Body Corporate for the 10 year period that the Plan covers, including a reserve allowance for costs beyond the 10 years of the Plan.

Practical approach

My recommended contributions takes into account any of the 'Covered Items' required by the legislation applying to the Body Corporate as well any other relevant common property advised to me, including personal property of a scheme, for example, lawnmowers, vehicles, computers, gardening or maintenance equipment and signage.

Benefit of a well prepared Sinking Fund Plan

The benefit of this strata legislation is that Owners now know the extent of their common property assets, and the amount of money that should be budgeted to cover the cost of properly maintaining, repairing, renewing, replacing or upgrading items primarily of a capital nature, rather than those costs and items of a routine nature.

My 10 year Sinking Fund Plan smooths out the cash flow lumps, and provides practical and useful recommended annual contributions for your Sinking Fund.

A properly prepared and implemented Sinking Fund Plan creates a form of 'forced savings plan' on a 'user pays basis' for the scheme that avoids or minimises irregular and unexpected special levies, and provides a pool of funds immediately available for the Body Corporate to meet their legislative obligations to repair and maintain the common property.

10 Year Sinking Fund Plan v Maintenance or Servicing Plans

A Maintenance or Servicing Plan is generally different to a 10 Year Sinking Fund Plan required under the Act, and will tend to schedule the cost of items such as the renewal of painting or waterproofing of the balconies or elevated walkways and stairs that will need be needed after so much scheduled use. An analogy of a Maintenance Plan is getting your car tuned after so many kilometres or months of use. A Maintenance Plan is no different to the current circumstance for a Scheme where large special levies are typically imposed upon Owners in a scheme as a result of poor financial planning. For example, a Maintenance Plan for painting may have no money required for years 1 to 4, and then have a large amount in year 5, and then nothing for each of the following years, and that is all a Maintenance Plan provides.

A scheme that relies upon Servicing or Maintenance Plans only is left with lumps of money required in various years, whereas a properly prepared 10 Year Plan will consider the Sinking Fund balance and make adjustments for reasonable and practical annual Sinking Fund contributions.

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Contractors and consultants

Typically low rise multi-storey residential (sometimes a mixed use with retail or commercial uses) may have consultants and contractors that provide maintenance servicing, testing, repairs and similar for common property services such as fire protection (hydrant tanks, pumps, piping, detection, alarm systems), external painting, roofing experts, landscaping and garden, waterproofing (balconies and elevated walkways), stormwater drainage, plumbing, electrical, structural engineering, and the like. Each of these servicing companies may be able to provide maintenance or servicing plans with more detailed estimates of the capital cost of maintaining, repairing, renewing or replacing common property items that are not of a routine nature, and these plans assist with informing some figures within a Sinking Fund Plan. In the absence of these figures being provided or easily available, I make an allowance towards these likely costs.

In addition, some schemes may have engaged engineers or fire or building consultants to make comment upon building defects or external combustible cladding, fire upgrading, and similar costs. All of these costs need to be allowed for in the budget. It really is impractical to have a building consultant inspect the property and list a series of items that need work carried out upon them, provide a cost estimate and then walk away. This sort of advice and situation leaves the Owners in exactly the same position they were in prior to the introduction of the strata reform legislation. That is, the Owners are still left with special levies when large items have not been allowed for nor saved for in earlier years leading up to a major cost.

In contrast to the above, my 10 year Sinking Fund Plan is a practical budgeting tool that provides a savings plan approach that ensures that there is sufficient money in the Sinking Fund to pay for the estimated contingent costs to maintain, repair, renew, replace or upgrade each anticipated Covered Item that complies with the legislation.

COVID-19 effect on construction costs

There has been a **significant effect upon construction costs** throughout the world in general and upon the Australian market for building materials in particular. The key increases are timber and the flow on effect to steel framing and other products. There has been a consumption explosion due to people staying at home, the Australian government incentives for construction, labour shortages at timber mills due to stay at home orders, resource destruction (Australian bushfires caused a 40% loss of east coast timber in one year, Californian fires have had a similar effect, and Europe timber supply has been affected by the bark beetle), and coupled with the worldwide shipping crisis with significant increases in costs (400% in the USA), amongst other things.

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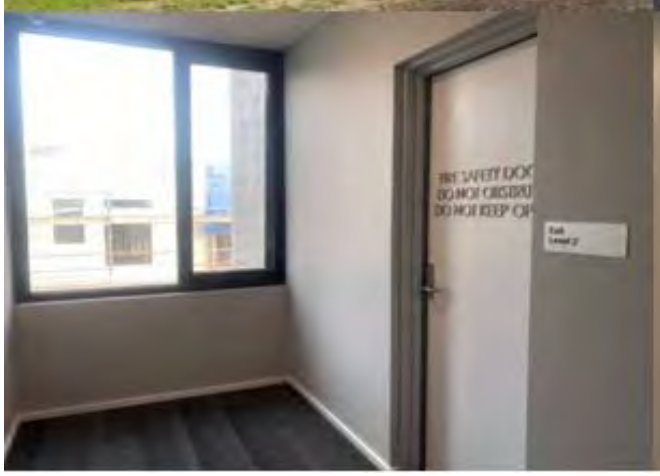














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ANNEXURE A	Annual Individual Lot Contributions over the 10 Year Sinking Fund Plan		
10 Year Plan for:	The Owners of Community Plan 42031 - 89 Buchanan Drive, Woodforde	**Strata Plan:**	**C42031**
Period covered by the Plan:	1 February 2024 to 1 February 2034	**Prepared:**	20 July 2023

Figures may be rounded

Lot No	Unit Ent.	End of Year 1 **Feb-25**	End of Year 2 **Feb-26**	End of Year 3 **Feb-27**	End of Year 4 **Feb-28**	End of Year 5 **Feb-29**	End of Year 6 **Feb-30**	End of Year 7 **Feb-31**	End of Year 8 **Feb-32**	End of Year 9 **Feb-33**	End of Year 10 **Feb-34**	End of Year 11 **Feb-35**
1	246	$1,027	$1,068	$1,111	$1,156	$1,202	$1,250	$1,300	$1,352	$1,406	$1,462	$1,521
2	247	$1,032	$1,073	$1,116	$1,160	$1,207	$1,255	$1,305	$1,357	$1,412	$1,468	$1,527
101	246	$1,027	$1,068	$1,111	$1,156	$1,202	$1,250	$1,300	$1,352	$1,406	$1,462	$1,521
102	246	$1,027	$1,068	$1,111	$1,156	$1,202	$1,250	$1,300	$1,352	$1,406	$1,462	$1,521
103	197	$823	$856	$890	$925	$962	$1,001	$1,041	$1,083	$1,126	$1,171	$1,218
104	254	$1,061	$1,103	$1,147	$1,193	$1,241	$1,291	$1,342	$1,396	$1,452	$1,510	$1,570
105	194	$810	$843	$876	$911	$948	$986	$1,025	$1,066	$1,109	$1,153	$1,199
106	196	$819	$851	$885	$921	$958	$996	$1,036	$1,077	$1,120	$1,165	$1,212
107	243	$1,015	$1,055	$1,098	$1,142	$1,187	$1,235	$1,284	$1,335	$1,389	$1,444	$1,502
108	235	$981	$1,021	$1,061	$1,104	$1,148	$1,194	$1,242	$1,291	$1,343	$1,397	$1,453
109	190	$793	$825	$858	$893	$928	$965	$1,004	$1,044	$1,086	$1,129	$1,175
110	189	$789	$821	$854	$888	$923	$960	$999	$1,039	$1,080	$1,123	$1,168
111	189	$789	$821	$854	$888	$923	$960	$999	$1,039	$1,080	$1,123	$1,168
112	235	$981	$1,021	$1,061	$1,104	$1,148	$1,194	$1,242	$1,291	$1,343	$1,397	$1,453
201	247	$1,032	$1,073	$1,116	$1,160	$1,207	$1,255	$1,305	$1,357	$1,412	$1,468	$1,527
202	248	$1,036	$1,077	$1,120	$1,165	$1,212	$1,260	$1,311	$1,363	$1,417	$1,474	$1,533
203	178	$743	$773	$804	$836	$870	$904	$941	$978	$1,017	$1,058	$1,100
204	251	$1,048	$1,090	$1,134	$1,179	$1,226	$1,275	$1,326	$1,379	$1,435	$1,492	$1,552
205	184	$768	$799	$831	$864	$899	$935	$972	$1,011	$1,052	$1,094	$1,137
206	184	$768	$799	$831	$864	$899	$935	$972	$1,011	$1,052	$1,094	$1,137
207	232	$969	$1,008	$1,048	$1,090	$1,133	$1,179	$1,226	$1,275	$1,326	$1,379	$1,434
208	230	$961	$999	$1,039	$1,080	$1,124	$1,169	$1,215	$1,264	$1,315	$1,367	$1,422
209	181	$756	$786	$818	$850	$884	$920	$956	$995	$1,035	$1,076	$1,119
210	181	$756	$786	$818	$850	$884	$920	$956	$995	$1,035	$1,076	$1,119
211	182	$760	$790	$822	$855	$889	$925	$962	$1,000	$1,040	$1,082	$1,125
212	232	$969	$1,008	$1,048	$1,090	$1,133	$1,179	$1,226	$1,275	$1,326	$1,379	$1,434
301	437	$1,825	$1,898	$1,974	$2,053	$2,135	$2,220	$2,309	$2,402	$2,498	$2,598	$2,701
302	180	$752	$782	$813	$846	$879	$915	$951	$989	$1,029	$1,070	$1,113
303	251	$1,048	$1,090	$1,134	$1,179	$1,226	$1,275	$1,326	$1,379	$1,435	$1,492	$1,552
304	184	$768	$799	$831	$864	$899	$935	$972	$1,011	$1,052	$1,094	$1,137
305	184	$768	$799	$831	$864	$899	$935	$972	$1,011	$1,052	$1,094	$1,137

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Figures may be rounded		End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	End of Year 11
Lot No	Unit Ent.	**Feb-25**	**Feb-26**	**Feb-27**	**Feb-28**	**Feb-29**	**Feb-30**	**Feb-31**	**Feb-32**	**Feb-33**	**Feb-34**	**Feb-35**
306	235	$981	$1,021	$1,061	$1,104	$1,148	$1,194	$1,242	$1,291	$1,343	$1,397	$1,453
307	230	$961	$999	$1,039	$1,080	$1,124	$1,169	$1,215	$1,264	$1,315	$1,367	$1,422
308	182	$760	$790	$822	$855	$889	$925	$962	$1,000	$1,040	$1,082	$1,125
309	182	$760	$790	$822	$855	$889	$925	$962	$1,000	$1,040	$1,082	$1,125
310	183	$764	$795	$827	$860	$894	$930	$967	$1,006	$1,046	$1,088	$1,131
311	232	$969	$1,008	$1,048	$1,090	$1,133	$1,179	$1,226	$1,275	$1,326	$1,379	$1,434
401	253	$1,057	$1,099	$1,143	$1,189	$1,236	$1,285	$1,337	$1,390	$1,446	$1,504	$1,564
402	186	$777	$808	$840	$874	$909	$945	$983	$1,022	$1,063	$1,106	$1,150
403	185	$773	$804	$836	$869	$904	$940	$978	$1,017	$1,057	$1,100	$1,144
404	237	$990	$1,029	$1,071	$1,113	$1,158	$1,204	$1,252	$1,302	$1,355	$1,409	$1,465
405	234	$977	$1,016	$1,057	$1,099	$1,143	$1,189	$1,237	$1,286	$1,337	$1,391	$1,447
406	184	$768	$799	$831	$864	$899	$935	$972	$1,011	$1,052	$1,094	$1,137
407	184	$768	$799	$831	$864	$899	$935	$972	$1,011	$1,052	$1,094	$1,137
408	185	$773	$804	$836	$869	$904	$940	$978	$1,017	$1,057	$1,100	$1,144
409	235	$981	$1,021	$1,061	$1,104	$1,148	$1,194	$1,242	$1,291	$1,343	$1,397	$1,453
	10000	**$41,762**	**$43,433**	**$45,170**	**$46,977**	**$48,856**	**$50,810**	**$52,843**	**$54,956**	**$57,155**	**$59,441**	**$61,819**

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FORM LF1 (Version 2)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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BY-LAWS
Development No. 473/C043/19/001

BY-LAWS

COMMUNITY PLAN NO. 42031

FOR

Kelso Apartments

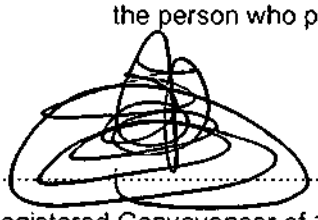
89 Buchanan Drive, Woodforde, SA 5072

Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.



.....

Rui Li, Registered Conveyancer of 109A Archer Street North Adelaide SA 5006

Terms of Instrument not
checked by Lands Titles Office

BY-LAWS
Development No. 473/C043/19/001

BY-LAWS

COMMUNITY PLAN NO. 42031

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BY-LAWS
Development No. 473/C043/19/001

BY-LAWS OF COMMUNITY CORPORATION

NO. 42031 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act.

PART 1 - DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act shall apply to these by-laws and unless the context requires, the expressions:

Act means *Community Titles Act 1996* (SA) as amended;

Building means the five (5) level residential apartment building together with Common Property, Recreation Area, car parking and storage areas to be constructed within the Proposed Apartment Site together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

Community Lot means any lot not located on the ground floor of the Building and which has been constructed for the purposes of use and occupation as a residential apartment;

Common Property means the common property created by the Community Plan;

Community Parcel means the whole of the land comprised in the Community Plan and includes each distinct part or section of such land and all improvements thereon;

Community Plan means Community Corporation Plan No. 42031

Company means Kite Enterprises Pty Ltd trading as Ironfish (RLA 204004) and their respective consultants, employees and agents;

Corporation means Community Corporation No. 42031 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Developer means Woodforde JV Pty Ltd ACN 602 117 877, and includes any related body corporate (as defined by the *Corporations Act 2001* (Cth)) of that entity that is or becomes involved in the Development;

Development means the construction of a residential apartment building on the Community Parcel comprised of one, two and three bedroom apartments together with Common Property, Recreation Area, car parking and storage areas and known as "Kelso".

Lot or **lot** has the meaning given to it in the Act;

Lotholder means the owner of a Lot from time to time;

Lot Subsidiary has the meaning given to it in the Act;

Management Agreement means any agreement appointing the Body Corporate Manager pursuant to Section 75(5) of the Act and Regulation 14 to the Act;

Management Committee means the management committee of the Corporation established pursuant to the Act (if one is established) with a maximum number of 5 members;

Body Corporate Manager means the company for the time being appointed by the Corporation as its Body Corporate Manager and a reference in these by-laws to the Corporation shall, where there is such a Body Corporate Manager, be construed as a reference to that Body Corporate Manager unless the context otherwise requires;

Occupier of a Lot includes, if a Lot is unoccupied, the owner of the Lot;

owner or **owners** means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

Recreation Area means that portion of the Common Property on the ground floor of the building comprising a Bicycle Work Shop;

Scheme Description means the scheme description to be prepared and lodged by the Developer in relation to the Development and in accordance with the Act;

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;

Sign means an advertisement, notice, sign or hoarding; and

Proposed Apartment Site means whole of the land comprised in Certificate of Title Volume 6207 Folio 86.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

1.1 A reference to an instrument includes any variation or replacement of it.

1.2 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.3 The word "person" includes a firm, a body corporate, an association or an authority.

1.4 A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.

1.5 The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges shall prevail over these by-laws in respect of the person or persons to whom they are given.

1.6 Without limiting the foregoing, these by-laws shall be read subject to the right of the Company to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):

(a) allowing invitees to have access to the Common Property in the company of a representative of the Company;

(b) placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and

(c) the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development.

1.7 Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:

(a) any surveying, engineering and construction works on the Community Parcel;

(b) any repair, rectification or modification works; and

(c) any other works associated with the construction and completion of the Development.

1.8 If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 – MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

2.1 The Corporation is responsible for the administration, management and control of the Common Property.

2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:

(a) the appointment of a Body Corporate Manager pursuant to by-law 2.3;

(b) maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds $20,000.00; and

(c) the Corporation's obligations regarding insurance under the Act.

2.3 The Corporation may appoint a Body Corporate Manager to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as the Body Corporate Manager considers reasonably appropriate.

2.4 The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their visitors and invitees.

PART 3 – COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

4.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;

4.2 make or allow his or her visitors to make undue noise in or about the Community Parcel;

4.3 interfere or allow his or her visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;

4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;

4.6 damage or deface any building or sign or structure on the Community Parcel;

4.7 disobey reasonable directions or requests from an officer of the Corporation;

4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, operate a business of any kind or carry on or conduct any form of commercial activity from any portion of the Community Parcel or otherwise use any portion of the Community Parcel for such purposes without the consent of the Corporation;

4.9 carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;

4.10 obstruct any person's lawful access to any Lot or to the Common Property;

4.11 park or stand a motor vehicle in a parking space allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;

4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Body Corporate Manager for such purpose (if any) and fitted with bicycle racks;

4.13 rollerblade, rollerskate or ride a skateboard;

4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs or vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;

4.15 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property except as may be designated by the Corporation or the Body Corporate Manager from time to time;

4.16 erect or fix any sign, notice, antenna or other communication equipment to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;

4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;

4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;

4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;

4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property or a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor chairs and tables;

4.21 subject to any lease, licence or other right granted under by-law 30, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:

(a) extends outside the boundaries of a Lot; or

(b) is located on any balcony; or

(c) protrudes from any building or balcony forming part of a Lot,

without first obtaining the written consent of the Corporation;

4.22 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;

4.23 without the prior written consent of either the Corporation or the Body Corporate Manager, have a party or event for more than 20 people in their Lot and/or the Common Property. The owner or Occupier acknowledges that if the Corporation or the Body Corporate Manager does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonably expenses incurred by the Corporation in relation to or in consequence of the party/event;

4.24 dispose or permit the disposal of cigarette ash, cigarette butts or any other material out any window, over any balcony or in Common Property;

4.25 the Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:

(a) the Community Corporation and

(b) any relevant government authority.

4.26 Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s);

4.27 the Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law 4.25 shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.

4.28 Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.

4.29 It shall be a condition of any consent of the Corporation pursuant to by-law 4.25 that any Sign shall be produced by a sign-writer approved by the Corporation;

4.30 The following are strictly prohibited:

(a) paper or cardboard signs;

(b) transfers or stickers;

(c) exposed fixings;

(d) exposed wiring, ballasts;

(e) moving or flashing signs;

(f) animated signs or models;

(g) "A" frames or similar signs; and

(h) static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

5. Storage of Flammable Liquids

A Lotholder or Occupier must not:

5.1 except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

5.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

6. Disposal of Garbage

6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.

6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

6.3 The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law 18:

(a) the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (**Refuse Room**);

(b) all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;

(c) polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;

(d) paper is to be placed in the bins with yellow lids only; and

(e) hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Room(s), the Building, Common Areas or disposed of in waste bins. The cost of removal and disposal of any hard rubbish, crates or unwanted furnishings shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;

7.2 the structural and functional integrity of any part of the Common Property is impaired; or

7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

8. Use of Community Lots

8.1 A Lotholder or Occupier must not without the consent of the Corporation operate any business of any kind:

(a) on any Community Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or

(b) unless the Scheme Description or these by-laws expressly state that the Lot may be used for such purposes; and

8.2 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

PART 4 – COMMON PROPERTY

9. Corporation to Keep Common Property in Good Repair

The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

10. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

10.1 camp or sleep overnight;

10.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;

10.3 carry on any business except with the consent of the Corporation;

10.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;

10.5 carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;

10.6 obstruct any corridor, hallway, passage or other access way;

10.7 obstruct the lawful use of the Common Property by any person;

10.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;

10.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Body Corporate Manager may designate as non- smoking areas from time to time;

10.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the consent of the Corporation;

10.11 damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;

10.12 use any portion of the Common Property for his or her own purposes as a garden;

10.13 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Body Corporate Manager; or

10.14 throw, roil or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

11. Security of Common Property

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

12. Notification of Defects

A Lotholder or Occupier must promptly notify the Corporation or the Body Corporate Manager on becoming aware of any damage to or defect in the Common Property.

13. Compensation to Corporation

A Lotholder or Occupier will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or his or her respective tenants, licensees or invitees or caused by any pets owned by, cared for or associated in any way whatsoever with that Lotholder or Occupier.

14. Restricted Use of Common Property

The Corporation may take all reasonable steps to ensure the security and to preserve the safety of the Common Property from fire or other hazards and without limitation may:

14.1 close off any part of the Common Property not required for access to a Lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;

14.2 permit, to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person, firm or company as a means of monitoring the security and general safety of the Lots, either solely or in conjunction with other Lots; and

14.3 restrict, by means of a Security Key, the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

PART 5 – USE OF COMMUNITY LOTS

15. Good Repair

A Lotholder must:

15.1 maintain the Lot in good repair;

15.2 carry out any work ordered by a council or other public authority in respect of the Lot;

15.3 carry out work required by the Corporation in respect of the Lot;

15.4 maintain and repair any tiling on the Lot balcony and, if applicable, any tiling in the bathroom and kitchen of the Lot; and

15.5 keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including all parts of the balcony that comprise Common Property, unless:

(a) the Corporation resolves that it will keep the glass or specified party of glass clean; or

(b) that glass or part of the glass cannot be accessed by the Lotholder safely or at all.

16. Use of Lot

A person bound by these by-laws:

16.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;

16.2 must not do, permit or cause on or about the Lot, any act, matter or thing whatsoever which is or may, in the opinion of the Corporation, be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

16.3 must allow the Corporation access to the Lot for the purpose of carrying out maintenance;

16.4 must pay all rates, taxes, charges, outgoings and assessments in respect of his or her Lot as they become due and payable;

16.5 must, subject to the Act and these by-laws, notify the Corporation of any repairs and maintenance required to his or her Lot;

16.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;

16.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;

16.8 must clear its mailbox of all material at least once every 7 days or arrange for someone else to so if the Lotholder is absent or unable to do so for more than 7days. If the Lotholder fails to comply with this by-law, the Corporation may remove such material at the expense of the Lotholder;

16.9 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the saidperson has complied with the provisions of by-law 17;

16.10 must not do or omit any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and, without limiting the generality ofthe foregoing, the Lotholder or Occupier shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

16.11 must take every reasonable precaution when watering plants or flower boxes on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot Subsidiary or the Common Property;

16.12 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from anytenant on the termination of any tenancy;

16.13 must not use a hose or high pressured water spraying device to clean the balconyof the Lot;

16.14 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;

16.15 must ensure compliance with fire laws in respect of the Lot; and

16.16 must not breach the fire regulations by installing unapproved dead locks orpeep holes that would void the Corporation's insurance policy.

17. Renovation and Refurbishment of Lots

17.1 A Lotholder or Occupier shall not perform or carry out any refurbishment,renovation, alterations or additions to or upon the Lot unless:

(a) such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;

(b) such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred bythe Corporation of engaging such architect;

(c) such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;

(d) such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions; and

(e) such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

17.2 The Lotholder shall ensure that:

(a) all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;

(b) all work is undertaken by qualified tradespeople in a proper and workmanlike manner;

(c) all work is undertaken only between the hours of 8:00 am and 5:30 pm on Mondays to Saturdays other than public holidays;

(d) adequate precautions have been taken to ensure that all Common Property is fully protected against damage;

(e) any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;

(f) all Common Property areas are left in a clean and tidy condition on the completion of works each day;

(g) all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;

(h) all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions is effected and shall upon request from the Corporation, provide the Corporation with a copy of such insurance policy or cover;

(i) the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;

(j) all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and

(k) where such person proposes to remove and replace the floor covering to the floor of any part of a Lot, and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must install an acoustic underlay, which has been approved by the Corporation, between the floor and the hard floor covering.

17.3 For the purpose of this by-law, "refurbishment, renovation, alterations or additions" in relation to a Lot shall, without limiting their generality, include the following:

(a) the erection, alteration, demolition or removal of a building or structure;

(b) the alteration of the external appearance of a building or structure;

(c) the removal of or addition to any structural or Common Property brick or any structural or Common Property concrete wall or slab construction;

(d) the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of the Lot;

(e) the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of the Lot; and

(f) alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.

17.4 Save and except for any refurbishment, renovation, alterations or additions expressly authorised pursuant to by-law 15 or by-law 17 hereof and performed or carried out in accordance with by-law 17.3, a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Corporation.

18. Moving Articles to and from Lots

The Lotholder or Occupier of a Lot shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

18.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation;

18.2 goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;

18.3 the approval of the Corporation referred to in by-laws 19.1 and 19.2 must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Community Lot. Approval is to be sought by contacting the Corporation's representative Community as otherwise notified by the Corporation in writing;

18.4 delivery or movement of goods and/or furniture to and from a Community Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays;

18.5 delivery or movement of goods and/or furniture to and from a Community Lot is not permitted on Sundays or public holidays;

18.6 the times outlined in by-law 19.4 are subject to the availability of a suitable lift designated by the Corporation;

18.7 only the designated lift fitted with protective covers may be used to move goods and/or furniture;

18.8 delivery or movement of goods and/or furniture is not permitted through the main entry or foyer of the Building;

18.9 goods and/or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder and the Occupier;

18.10 the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the lift, entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;

18.11 care must be taken to ensure that any fire sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;

18.12 moving trucks are permitted to park in the loading zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture. The loading zone shall be reserved for the Lotholder or Occupier upon request (subject to availability);

18.13 if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation prior to the date of engagement. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;

18.14 the Lotholder or Occupier must advise the removalist of the following requirements:

(a) the removalist must advise the reception staff of its arrival on such contact number as shall be made available or as otherwise directed by the Corporation prior to commencing delivery or movement of goods and/or furniture;

(b) vehicles must be parked in the loading zone designated by the Corporation and must not block any road way; and

(c) furniture or goods must not be stacked or placed against the lift doors, in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;

(d) where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;

(e) the lift, entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;

(f) care must be taken to ensure that any fire sprinkler heads are not struck by any object; and

(g) nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

19. Pets and Animals

19.1 A Lotholder or Occupier may keep up to one small household animals in his or her Lot without the consent of the Corporation provided always that the Lotholder or Occupier must:

(a) do all things as is reasonably necessary to care and provide for the animal;

(b) keep the animal under control at all times and minimise any noise made by the animal; and

(c) must comply with all statutory requirements and regulations in respect of the animal.

19.2 A Lotholder or Occupier must not keep any animal in his or her Lot (other than an animal which is permitted by the Act or by-law 19.1) unless the written consent of the Corporation has been obtained.

19.3 If any animal causes a nuisance, the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.

19.4 A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.

19.5 Nothing in this by-law shall:

(a) prevent or prohibit a Lotholder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lotholder or Occupier in respect of that disability; nor

(b) prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability,

19.6 Nothing in this by-law shall permit a Lotholder or Occupier to keep an animal in his or her Lot which is a "guard dog" or a "prescribed dog" pursuant to the *Dog & Cat Management Act 1995* (SA) (as may be amended from time to time).

19.7 For the purposes of this by-law:

(a) **assistance animal** has the same meaning as in the *Equal Opportunity Act 1984* (SA);

(b) **relevant animal** means an assistance animal and a therapeutic animal;

(c) **small household animal** shall mean and include (but is not limited to) household dogs and cats (of such breed which is unlikely to exceed 15kg once fully grown), household birds, fish and reptiles; and

(d) **therapeutic animal** has the same meaning as in section 88A of the *Equal Opportunity Act 1984* (SA).

20. Leasing

Where a Lotholder leases a Lot, the Lotholder must inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease. A Lotholder must not lease his or her Lot for commercial purposes and must, at its own cost and expense, effect all insurance policies as may be reasonably required as a result of the Lotholder leasing the Lot.

21. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, any change in address of a Lotholder or any change in the occupancy of the Lot.

22. Sale of Lot

A person bound by these by-laws:

22.1 shall ensure that, in the event that a Lot is to be sold by auction, that the auction must take place outside the Community Parcel or wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;

22.2 must not display or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and

22.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

23. Right to enter a Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right between 9am and 5pm on any business day and upon giving the Lotholder or the Occupier not less than seven (7) days notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

23.1 to inspect a Lot;

23.2 to carry out maintenance repairs or work; and

to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

24. Observance of By-laws

24.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.

24.2 A Lotholder or Occupier shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

24.3 The Lotholder of a lot which is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lotholder shall take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:

24.4.1 ensure that it shall be a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;

24.4.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease, licence or other agreement shall be in writing that a copy of these by-laws is annexed thereto; and

24.4.3 provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

25. Indemnity and Release

A person bound by these by-laws shall:

25.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses for which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation; and

25.2 occupy, use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

26. Corporation may make Rules

The Corporation or the Body Corporate Manager may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and his or her tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

27. Removal of Persons

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

28. Letting Services

The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or licence such letting service business to any third party at its discretion).

29. Window Coverings

29.1 A Lotholder or Occupier may install window furnishings to the interior of anywindows in accordance with any one of the following two (2) specifications without the need to obtain the consent of the Corporation:

(a) Sunscreen Roller Blind

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.

(b) Blackout Roller Blinds

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.

29.2 Window treatments which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed withoutsuch consent must be removed immediately upon demand by the Corporation to doso.

30. Lease of Common Property

Subject to the provisions of the Act, the Corporation may grant a lease, licence or permit of a portion of, or grant or extinguish easements, easements of support, rights of way, encumbrances or the like, and enter into management agreements or other agreements over the Common Property on such terms and conditions as the Corporation deems appropriate in favour of one or more Lotholders, Occupiers, telecommunication companies (including without limitation for mobile phone or other telecommunications towers, equipment and facilities and the like) or other businesses and members of the public including without limitation other occupiers of the Proposed Apartment Site.

31. Lease of Community Lot

31.1 Subject to the provisions of the Act, the Corporation may take a lease, or licence of the whole of or a portion of any Community Lot (**Leased Lot**) for the purposes of providing services or facilities or any other function as may be deemed appropriate by the Community Corporation for the use, enjoyment or benefit of the Lotholders, Occupiers and visitors and on such terms and conditions as the Corporation deems appropriate.

31.2 Leased Lot(s) will be deemed to form part of the Common Property for the term of the relevant lease and any renewed term or period of holding over and these by-laws apply to the Leased Lot(s) as though the Leased Lot(s) formed part of the Common Property.

31.3 The Corporation must comply with all terms and conditions of any relevant lease and the Corporation may make such rules as it considers appropriate in relation to the use of the Leased Lot(s), subject to the relevant lease.

31.4 The Corporation will be liable for the management, maintenance and operation of the Leased Lot(s) and any expenses, fees, costs and charges in relation to the Leased Lot(s) (including but not limited to rent and outgoings payable to the owner of the Lot and expenses, fees, costs and charges in relation to the management, maintenance and operation of the Leased Lot(s)) will be recovered from the owners of the Lots as contributions pursuant to the Act.

PART 6 – GENERAL

32. Insurance

32.1 Each Lotholder must effect their own third party property, bodily injury and public risk insurance on the Lot extending to cover any person occupying the Lotholder's Lot.

32.2 The policy of insurance to be effected by each Lotholder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of $10,000,000 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Body Corporate Manager from time to time.

32.3 Each Lotholder must supply the Corporation with proof of insurance by providing a copy of the Lotholder's current receipted insurance schedule or policy on request.

32.4 The Corporation shall effect such insurance of the Common Property as is required under the Act including:

(a) building and other improvements on the Common Property for their full replacement value; and

(b) public liability in the sum of no less than $20,000,000.00 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Body Corporate Manager from time to time.

32.5 The Corporation shall also effect insurance for all buildings and/or improvements within the Community Parcel for their full reinstatement value.

32.6 Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.

32.7 Each Lotholder must not permit any of their invitees to do anything that may prejudice, void or increase any premium payable under insurance effected by the Corporation.

32.8 The Corporation will ensure that sufficient funds are obtained for the contributions payable by the Lotholders to enable payment of the premium for the policy of insurance effected by the Corporation.

33. Corporation's Rights and Powers – Unpaid Levies

33.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:

(a) the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws; and

(b) any costs that are ordered to be paid by the Lotholder to the Corporation by any court, tribunal or body with authority to order the payment of costs.

33.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any court of competent jurisdiction provided that, in respect of the Corporation and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 33.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.

33.3 If payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date in accordance with the provisions of Section 114 (4) of the Act, the Corporation will apply arrears interest of 15% per annum, calculated daily. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

33.4 If, when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with that other person for the payment of the interest.

33.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.

33.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder, the Corporation may recover the amount spent as a debt in an action in any court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

34. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

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BY-LAWS
Development No. 473/C043/19/001

35. Sinking Fund

35.1 The Corporation must establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.

35.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.

35.3 The following provision shall apply to any Sinking Fund established under this by-law 35:

(a) the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;

(b) that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and

(c) any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

36. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Body Corporate Manager, or where there is no Body Corporate Manager, the secretary of the Corporation.

37. Security Keys

37.1 The Corporation will determine the number of Security Keys it provides to each Lot free of charge, if any.

37.2 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.

37.3 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must take all reasonable precautions, including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier, to ensure the return of the Security Key to the Lotholder or the Corporation.

37.4 A Lotholder or Occupier in possession of a Security Key must not, without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not disposed of otherwise than by returning it to the Corporation.

37.5 A Lotholder or Occupier must promptly notify the Corporation if a Security Key issued is lost or destroyed.

38. Permits

38.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

38.2 The Corporation shall have the power to grant permits in its absolute discretion (unless any by-laws provide to the contrary) to any Lotholder, Occupier or anyother person in respect of any activity in or on the Community Parcel.

38.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

38.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.

38.5 A permit holder shall comply with each and every condition of the permit. Eachevent which is a breach of the permit shall constitute a separate offence under these by-laws.

38.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

38.7 Subject to the terms of the permit, the Corporation maycancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

39. Provision of amenities or services

39.1 The Corporation mayby Ordinary Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or Occupiers of one or more of the Lots or to the Corporation:

(a) cleaning;

(b) garbage disposal and recycling services;

(c) security services;

(d) communications;

(e) telecommunication services (for example, cable television);

(f) technology; and

(g) intranet and internet services.

39.2 If the Corporation makes a Ordinary Resolution referred to in by-law 40.1 to provide a service or amenity to a Lot or to the owner or Occupier of a Lot or to the Corporation, it must indicate in the Ordinary Resolution the amount for which, or the conditions which, it will provide the service or amenity.

40. Elevators

Without limiting the provisions of by-law 18, elevators installed within the Building must be used only in accordance with the size and weight specifications displayed on the elevator walls by the manufacturer and no Occupier, owner or visitor to the Building may use such elevator contrary to those specifications.

41. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. The maximum penalty for the breach of any of these by-laws is $500.00 or such other maximum amount as may from time to time be provided for by Section 34(3)(e) of the Act.

42. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

43. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

44. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if sent by email to the email address of the Lotholder as advised by that Lotholder in writing or hand delivered or sent by prepaid post to the address of the Lotholder as advised by that Lotholder in writing and shall be deemed to be sufficiently given:

(a) in the case of email on the date of transmission by the sender provided that the sender shall not receive a message indicating non receipt of the email;

(b) in the case of hand delivery on the date of delivery; or

(c) in the case of prepaid post two (2) business days after being sent by prepaid post.

In the event that the Lotholder has not provided an email or postal address to the Corporation, then notice shall be deemed to be sufficient given if left on the Lot addressed to the Lotholder.

45. Voting at General Meetings by Lotholders

Subject to the Act, each Lotholder holds 1 vote on any matter arising for decision at a general meeting of the Corporation.

*FORM LF1 (Version 2)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **LF 13253129**

11:39 12-Feb-2020
2 of 3

SERIES NO	PREFIX
2	LF

AGENT CODE

LODGED BY: RULIP

CORRECTION TO: RULIP

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

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PICK-UP NO.	
CP	

CORRECTION	PASSED
	MM

FILED 14/2/2020

Mark Mitchell PRO

REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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SCHEME DESCRIPTION
Development No. 473/C043/19/001

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

COMMUNITY PLAN NO. 42031

FOR

Kelso Apartments

89 Buchanan Drive, Woodforde, SA 5072

Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.

.....

Rui Li, Registered Conveyancer of 109A Archer Street North Adelaide SA 5006

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COMMUNITY SCHEME DESCRIPTION
COMMUNITY PLAN NO. 42031

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SCHEME DESCRIPTION
Development No. 473/C043/19/001

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1. Definitions/Interpretation

In this Scheme Description:

1.1 A term which is defined by the Act has the definition given to it in the Act;

1.2 **Act** means the *Community Titles Act 1996*;

1.3 **Building** means the five (5) level building comprising apartments together with any associated balconies, car courtyards and common property;

1.4 **Common Property** means the Common Property created by the Community Plan;

1.5 **Community Parcel** means the whole of the land comprised in the Community Plan;

1.6 **Community Plan** means Community Plan No. 42031;

1.7 **Corporation** means Community Corporation No. 42031 Incorporated;

1.8 **Developer** means Woodforde JV Pty Ltd ACN 602 117 877 and includes any related body corporate (as defined by the Corporations Act 2001) of the foregoing entity that is or becomes involved in the Development and/or the Project, as the case may be;

1.9 **Development** means the development of Community Lots in accordance with clause 5 of this Scheme Description and development of the Common Property in accordance with clause 6 of this Scheme Description;

1.10 **Development Approval** means the approval as amended or varied from time to time granted under the *Development Act 1993* by Adelaide Hills Council as the relevant development authority pursuant to Development No. 473/C043/19/001;

1.11 **Lot** means a lot comprised in the Community Plan;

1.12 **Lotholder** means the owner of a Lot from time to time;

1.13 **Lot Subsidiary** has the meaning given to it in the Act;

1.14 **Occupier** of a Lot includes, if a Lot is unoccupied, the owner of the Lot;

1.15 singular includes plural and plural includes singular; and headings do not affect interpretation

1.16 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them and a reference to an instrument includes any variation or replacement of it; and

1.17 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.

2. Identification of the Community Parcel, Community Lots and Common Property

2.1 The Community Parcel and the Community Lots and Common Property into which the parcel is to be divided the whole of the land contained in Certificate of Title Volume 6207 Folio 86 being the property located at 89 Buchanan Drive Woodforde South Australia and known as "Kelso".

2.2 The community plan is a plan to divide the Community Parcel into 46 community lots (**Community Lots**) comprising residential premises, Common Property and Lot Subsidiaries including but not limited to car parking spaces and storage areas.

2.3 There are no development lots.

3. Purposes for which the Community Lots and Common Property may be used

3.1 The Community Lots shall be used for residential purposes and storage and car parking associated with residential use.

3.2 The Common Property is intended to be used for the purpose of providing:

(a) access to the Community Lots and lot subsidiaries including entrance areas, walkways, ramps, driveways, passages and stairways;

(b) lobby;

(c) elevators and elevator shafts;

(d) loading facilities;

(e) garbage disposal and recycled green waste facilities;

(f) storage areas and mail boxes;

(g) car parks;

(h) pump rooms;

(i) fire control;

(j) airlocks and ducts;

(k) communications rooms;

(l) service infrastructure;

(m) signage;

(n) service areas including a storm water interceptor system;

(o) services including meter reading, repairs and maintenance;

(p) common landscaped areas; and

(q) for other uses approved by the Corporation from time to time.

4. Standard of Buildings and Other Improvements

4.1 For the standard of buildings and other improvements to be erected or made by the Developer, refer to clauses 5 and 6 of this Scheme Description.

4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Community Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

5. Development of Community Lots

5.1 The Developer has developed a five (5) level building on the Community Parcel and developed the Common Property in accordance with the Development Approval.

5.2 The standard of the work performed and the materials used on the Community Lots is of a fair average standard or such higher standard as the Developer, in its absolute discretion, has determined.

6. Development of the Common Property

6.1 It is intended that the Common Property will be comprised of any one or more of the following:

(a) the external structures of the Building constructed on the Community Parcel;

(b) walkways, stairways, driveways, pathways, passages, mail boxes, visitor carparks, storage areas, fire protection room, w/c facilities and entrance areas for access to the Community Lots and lot subsidiaries;

(c) elevators and elevator shafts;

(d) garbage disposal and recycled green waste facilities and other waste facilities;

(e) a stormwater interceptor system and pump out system;

(f) sewer pumps;

(g) signage;

(h) hot water system(s);

(i) storage areas including but not limited to storage for services, plant and equipment;

(j) transformer vault room area in the basement and associated areas on the ground floor for electricity supply purposes;

(k) communications room area on the ground floor;

(l) main switchboard area on the ground floor;

(m) pump room area on the ground floor;

(n) lobby area on the ground floor;

(o) common landscape areas;

(p) provision for service infrastructure including but not limited to fire hydrant, fire stairs, fire booster cabinet and water meter; and

(q) lighting on the Common Property.

6.2 The Developer has constructed the improvements referred to in clause 6.1 on the Common Property and in accordance with the Development Approval.

6.3 The standard of the work to be performed and the materials used on the Common Property are of a fair average standard or such higher standard as the Developer, in its absolute discretion, has determined.

6.4 The Developer shall be under no obligation to further develop the Lots or Common Property since the Development has been substantially completed.

7. Fire Safety

Without limiting any other provision herein, any improvements constructed on the Community Parcel must be constructed in accordance with any fire safety requirements and contain such fire safety equipment and systems may be imposed any Australian Standard, the Building Code of Australia or by the Adelaide Hills Council from time to time and the Developer and the Corporation must:

7.1 Having regard to the nature and size of such fire safety systems and equipment, ensure that any fire safety systems and equipment are located in or on such parts of the Community Parcel as to make them easily and readily accessible at all times for the purposes of maintenance and extinguishing fires; and

7.2 Not cause, allow or permit any obstacles, furniture items, fixtures, fittings, rubbish, debris or physical item of any kind to obstruct, block or otherwise interfere with access to any fire safety systems and equipment located in or on the Community Parcel.

8. Conditions of Development Imposed Pursuant to the Development Act 1993

The division of the Community Parcel and construction of the building are subject to conditions imposed by the relevant development authority pursuant to the Development Approval.

These conditions are annexed.

9. Other Important Features of this Scheme

9.1 Telecommunications Leases

A portion of the roof may be leased to:

(a) telecommunications service providers for the erection, maintenance and operation of mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes; and/or

(b) owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating communications equipment, telecommunications equipment and/or television receiving devices that the Lotholder and/or occupier may require.

9.2 General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Community Lots.

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9.3 Landscaping

The landscaping within the common property shall be maintained and nurtured at all times with any diseased or dying plants to be replaced in the next planting season.

9.4 Air conditioning Units

Air conditioning units are proposed to be located on certain sections of the balcony/terrace of each Lot.

10. Apportionment of contributions

Any costs imposed by the Corporation which are attributable to or in respect of services, parts or facilities of the Common Property that are not for the benefit of or used by all Lots, but are used exclusively for the benefit of particular owners or occupiers of Lots shall be imposed on the owners or levied upon the Lots that have the use or benefit of those particular services, parts or facilities of the Common Property in such proportions as the Corporation shall determine (acting reasonably).

11. Other Information Required by the Regulations to the Community Titles Act 1996

No other information is required by the regulations.

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SCHEME DESCRIPTION
Development No. 473/C043/19/001

Endorsement by Relevant Development Authority

Adelaide Hills Council hereby endorses this Scheme Description in accordance with section 14(4)(d) of the *Community Titles Act 1996*.

1. All the consents or approvals required under the *Development Act 1993* in relation to the division of the land (and a change in use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division have been granted.

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the *Development Act 1993* in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by Adelaide Hills Council.

Signed ..... Denni Atkinson Manager Development Services

Witness .....

Date ..... 11 February 2020

MY PO-RG

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Annexure A – Land Division (Community Title) Approval Development No. 473/C043/19/001

South Australia - Regulation 42 under the Development Act, 1993
Schedule 11

DECISION NOTIFICATION FORM

Development Number

FOR DEVELOPMENT APPLICATION LODGED 26 November 2019 **19/C43/473**

Council Reference Number 19/977

To:-	Woodforde JV Pty Ltd C/- Alexander Symonds Pty Ltd PO Box 1000 KENT TOWN DC SA 5071	ASSESSMENT NO 3055 VALUER GENERAL NUMBER 0309305080

LOCATION OF PROPOSED DEVELOPMENT	
Address:	**Buchanan Drive, Woodforde SA 5072** **Lot:162 Sec: P626 DP:118442 CT:6207/86**

Nature of Proposed Development	**Community Division (1 into 46)**

From **ADELAIDE HILLS COUNCIL**

In respect of this proposed development you are informed that:-

Nature of Decision	Consent Granted	No of Conditions	Not Applicable
Development Plan Consent	22 January 2020	2	
Land Division	22 January 2020	Council- 1 SCAP- 1	
DEVELOPMENT APPROVAL	22 January 2020	4	

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the following pages.

Date of Decision:- 22 January 2020

Adelaide Hills COUNCIL

Sam Clements
Team Leader Statutory Planning

Date:- 22 January 2020

Sheets Attached.

Expiry date:- 22 January 2023

NOTES FOR APPLICANT

Right of Appeal

An Applicant may have a right of appeal if this notification is:

- a refusal (appeal rights do not apply to applicants for non-complying forms of development)
- a consent, conditions of consent

Such an appeal must be lodged within two months of the date of this decision or such longer time as the Environment, Resources and Development Court allows.

For assistance in the cost and lodgement of an appeal it is suggested you contact the Court - Sir Samuel Way Building, Victoria Square, Adelaide, or via (08) 8204 0300.

If your application was the subject of third party representations, any consent, or consent subject to conditions shall not operate until fifteen (15) days from the date of the decision made on the application. If there is an appeal by a third party, any consent or consent subject to conditions shall not operate until determination of the appeal. Fifteen (15) days from the date of the decision on your application, contact the Environment, Resources and Development Court to find out if there has been an appeal lodged.

Development Plan Consent and Land Division Consent

The State Planning system is currently in the process of significant planning reforms. As of 1 July 2020 all Metropolitan Council's will be transferred to the Planning and Design Code under the *Planning, Development and Infrastructure Act 2016*. The Planning and Design Code will replace all current Development Plans. Therefore, some landowners may see shifts in the principles governing development in their area.

If this is a consent or consent with conditions, you must apply for Land Division Consent within twelve (12) months of the date of this notification unless this period has been extended by the Council or State Commission Assessment Panel (SCAP).

Should Development Approval not be achieved within this timeframe, your consent will lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1st July 2020, your request will be subject to the transitional provisions of the *Planning, Development and Infrastructure Act 2016* and an extension is not guaranteed.

Development Approval

If this is a Land Division Development Approval it is valid for a period of three (3) years commencing from the date of the decision notification. Should these timeframes not be achieved, your Approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1st July 2020, your request will be subject to the transitional provisions of the *Planning, Development and Infrastructure Act 2016* and an extension is not guaranteed.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms

Allotment Boundaries

If the development herein approved involves work on the boundary the onus of ensuring development is in the approved position on the correct allotment is the responsibility of the land owner/applicant. This may necessitate a survey being carried out by a licensed land surveyor prior to the work commencing.

Protection of Council Infrastructure

Your co-operation is sought in ensuring that the street, road, kerb, gutter, street trees and footway are protected from damage during delivery of any building materials to the site. Re-instatement costs can be recovered by the Council from the owner in addition to a penalty imposed by a court, if damage is caused. Any changes to existing entrance-ways must be approved by Council prior to any work being done.

SA Water and SA Power Networks

SA Water and SA Power Networks should be notified of all proposed additions and alterations to existing buildings in sewered and power provided areas. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages. SA Power Networks should also be advised of any proposals to erect signs awnings, temporary scaffolding or other structures near overheard electricity services and street mains. Contact SA Power Networks on 131261 or www.sapowernetworks.com.au. Contact SA Water on 1300 650 950 or www.sawater.com.au.

Warnings

- This consent does not imply compliance with any other legislation. It is the responsibility of the applicant and the person undertaking building work to ensure any other required approval or authorisation is obtained before commencing the development and to ensure compliance with that approval or authorisation.
- Before excavation work commences contact Dial Before you Dig (Dial 1100) for information on underground services.

Adelaide Hills COUNCIL

Adelaide Hills Council

1. DEVELOPMENT PLAN CONSENT CONDITIONS 19/977/473 - 19/C43/473

1. **Development In Accordance With The Plans**
The development herein approved shall be undertaken in accordance with the following plans, details and written submissions accompanying the application, unless varied by a separate condition:

- Amended community division plans (site plan and each floor level) prepared by Alexander Symonds dated 18 December 2019, uploaded 17 Jan 2020

REASON: To ensure the proposed development is undertaken in accordance with the approved plans.

2. **Car park Allocation**
As depicted on the approved plans, each allotment shall be allocated one car parking space, excluding lot 301 which is to be allocated two car parking spaces.

REASON: To ensure the development is undertaken in accordance with the approved plan and ensure the provision of adequate on-site car parking.

2. DEVELOPMENT PLAN CONSENT NOTES 19/977/473 - 19/C43/473

1. **Land Division Development Approval Expiry**
This development approval is valid for a period of three (3) years from the date of the decision notification. This time period may be further extended beyond the 3 year period by written request to, and approval by, Council prior to the approval lapsing. Application for an extension is subject to payment of the relevant fee. Please note that in all circumstances a fresh development application will be required if the above conditions cannot be met within the respective time frames.

1. LAND DIVISION CONDITIONS 19/977/473 - 19/C43/473

COUNCIL REQUIREMENTS

1. **Requirement For Endorsement Of Scheme Description By Council**
Prior to Section 51 clearance, an amended scheme description shall be provided to the Council for its endorsement.

REASON: A requirement under Regulation 45 of the Development Regulations 2008.

SCAP REQUIREMENTS

1. **Requirement For Certified Survey Plan**
A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

REASON: Statutory requirement in accordance with Section 51 of the Development Act 1993.

2. LAND DIVISION NOTES 19/977/473 - 19/C43/473

COUNCIL LAND DIVISION NOTES

1. **Property Identifiers**

Adelaide Hills COUNCIL

The property identifiers for these allotments/apartments are now:

G01 – G02 / 89 Buchanan Drive
101 – 112 / 89 Buchanan Drive
201 – 212 / 89 Buchanan Drive
301 – 311 / 89 Buchanan Drive
401 – 409 / 89 Buchanan Drive

SCAP LAND DIVISION NOTES

Adelaide Hills
COUNCIL

29 February 2024

To whom it may concern:

In our capacity as Insurance Brokers to Community Corporation No. 42301 Inc, we hereby certify that the under mentioned insurance policy is current.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy detailed below, or assume continuity of the policy.

Insured:	Community Corporation No. 42031 Inc
Class of Insurance:	Residential Strata
Situation:	89 Buchanan Drive, Woodforde SA 5072
Period of Insurance:	From: 28th February 2024 4.00pm Local standard time To: 28th February 2025 4.00pm Local standard time
Policy No:	SRSC21000807
Insurer:	Allianz Australia via Strata Community Insurance
Summary of cover	Section 1; Part A Buildings $14,332,500 Common Area Contents $143,325 Part B Loss of Rent/Temporary Accommodation $2,149,875 Section 2; Liability $30,000,000 Section 3; Voluntary Workers $200,000/$2,000 Section 4; workers Compensation – Not Insured Section 5; Fidelity Guarantee $100,000 Section 6; Office Bearers Liability $1,000,000 Section 7; Machinery Breakdown – Not Insured Section 8; Catastrophe – Not Insured Section 9; Part A Government Audit Costs $25,000 Part B Appeal Expenses $100,000 Part C Legal Defence Expenses $50,000 Section 10; Lot Owners' Fixtures and Improvements $300,000

Yours sincerely

Kellie Smith
Branch Manager and Senior Account Executive
PSC Insurance Brokers Adelaide

PSC Insurance Brokers Adelaide
PSC Insurance Brokers (Aust) Pty Ltd
AFSL: 342385 ABN 22 132 698 125

Level 1, 267 Melbourne Street
North Adelaide SA 5006

T (08) 8418 3900
E pscadelaide@pscinsurance.com.au

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A 12 Tucker Street, Adelaide SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	SRSC21000807
PDS AND POLICY WORDING	Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021
THE INSURED	Community Corporation No. 42031 Inc.
SITUATION	89 Buchanan Drive Woodforde SA 5072
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 11/02/23 Expiry Date: 4.00pm on 28/02/24
INTERMEDIARY	PSC Wright Fahey Pty Ltd
ADDRESS	Level 2, 257 Melbourne Street North Adelaide SA 5006
DATE OF ISSUE	13 February 2023

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$13,650,000
		Common Area Contents	$136,500
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$2,047,500
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$30,000,000
SECTION 3	Voluntary Workers		$200,000/$2,000
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$1,000,000
SECTION 9	PART A - Government Audit Costs - Professional Fees		$25,000
	PART B - Appeal Expenses		$100,000
	PART C - Legal Defence Expenses		$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Residential Strata

PDS & Policy Wording

STRATA COMMUNITY
INSURANCE

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Product Disclosure Statement

This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001* (Cth).

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. Therefore it is important that You read it carefully and in conjunction with the Policy Wording to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General Definitions commencing on page 17.

Insurer

The Policy is underwritten by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of GPO Box 9870 Melbourne VIC 3000 except for workers compensation cover, if any, in some States in Australia.

When cover for workers compensation is selected by You, and shown as selected, it is provided in those States, as follows:

(a) in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW.

(b) in Victoria, by Allianz Australia Workers' Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria.

Please refer to **Section 4**. No workers compensation cover is provided in Queensland or South Australia.

The preparation date of the PDS is 1 February 2021.

Authority to act for us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to them in Your State. The contact details are shown on the back cover of this document.

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours, and liability within the terms and conditions of the Policy remains at all times with Us.

About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products. Their founders bring four decades of experience across six different countries and have assembled some of the leading strata insurance experts in this country. Such experience ensures that their products are innovative and provide comprehensive financial protection over Your insurable assets and liabilities.

What You should read

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- the Policy Wording that commences on page 12. It tells You about:
  - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
  - important definitions that set out what We mean by certain words;
  - the cover We can provide under Sections 1 to 11;
  - what Excesses You may have to pay (see 'Payment of Excesses' below);
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 11);
  - what You and We need to do in relation to claims (see "Claims procedures" in the Policy Wording and "Claims - basis of settlement" in Sections 1, 7, 8 and 10);
  - Your and Our cancellation rights (see "Cancelling Your Policy" in the Policy Wording).
- the relevant proposal form You, if so requested, need to complete to apply for cover;
- any Schedule (see definition under General Definitions in the Policy Wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

Claims Made Notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of **Section 6**, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

What You are covered for / *not covered for*

Section 1 - Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits, for example:

Under Part A -

- Storm damage to gates and fences;
- Tsunami damage to Your Insured Property;
- architects and professional fees, removal of debris;
- up to $100,000 for building alterations, additions or renovations;
- up to $10,000 for an arson, theft, vandalism or malicious damage conviction;
- Fusion of electric motors up to $5,000;
- up to $50,000 for rewriting or reconstructing Your records;

Under Part B -

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

Under Part C -

- up to $1,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event;
- up to $2,000 a Lot for Lot Owners' contributions, levies, maintenance and other fees if their Lot becomes unfit for its intended purpose by an insured Event;

- up to $1,000 a Lot for the cost of boarding pets following insured damage.



Some Events We do not cover include:

- *Loss or Damage caused by Flood unless You take Optional Cover;*
- *by the sea, high water or tidal wave other than if caused by a Tsunami;*
- *Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block;*
- *Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds $500,000 unless We have otherwise agreed before the commencement of such work.*

Section 2 - Liability to others

Section 2 covers Your legal liability to others for accidental death, bodily injury, or Loss or Damage to property that happens during the Period of Insurance.

Section 3 - Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- $200,000 for death, or loss of the use of two hands, two feet or two eyes;
- $100,000 for loss of the use of one hand, one foot or one eye;
- up to $2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business;
- up to $1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business;
- up to $500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.



Some Events We do not cover include:

- *weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;*
- *weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;*
- *a Voluntary Worker under the age of 12 years;*
- *intentional self-injury or suicide or any attempt thereat.*

Section 4 - Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in NSW, VIC, NT, ACT, TAS and WA. No workers compensation cover is provided in Queensland or South Australia.

Section 5 - Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

Section 6 - Office bearers liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Section 7 - Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

Section 8 - Catastrophe insurance

Section 8 covers the unforseen increase in the Replacement cost of Your Building following the happening of a catastrophe from an event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent;
- extended period of cover and escalation in the cost of Temporary Accommodation;
- removal and storage of Your undamaged Insured Property;
- cost of evacuation for resident Lot Owners.



*We do not cover Loss or Damage from any Event which is not claimable under **Section 1**.*

Section 9 - Government audit costs and legal expenses

Section 9 provides cover for:

Part A - the cost of professional fees if You are audited by the Australian Tax Office or another government organisation;

Part B - the cost of appealing against common property health and safety breaches;

Part C - the cost of defending specific litigation (see pages 46-49) brought against You other than as covered under **Sections 2** and **6**. A special Excess and contribution payment applies to **Part C** and You should refer to the examples contained on page 47.

Section 10 – Lot Owners' fixtures and fittings

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This Section 10 covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General Exclusions.

Section 11 - Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or constructive total loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any Public or Statutory Authority that results in all or some Lot titles being terminated.

Please read the appropriate Sections in the Policy Wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty of disclosure; or
- make a fraudulent claim.

Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy Wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery Breakdown and Government Audit Costs and Legal Expenses insure You up to a set Sum Insured that is shown on the Schedule.

Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

Payment of Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay as a contribution to each claim You make under this insurance policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

Goods and Services Tax (GST) Notice

The Policy Wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 15). In summary, they are as follows:

- The amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- The Sum Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.

- When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out on the Schedule.

Cooling off period

You have twenty-one (21) days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us.

This cooling off right does not apply if You have made or are entitled to make a claim.

Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see "Cancelling Your Policy" in the Policy Wording).

Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to **https://insurancecode.org.au/**

How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au
Phone: 1800 931 678
Email: info@afca.org.au
Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at **https://www.allianz.com.au/** and the Strata Community Insurance Privacy Policy available at **https://stratacommunityinsure.com.au/**

How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers, intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at **www.allianz.com.au**; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with our services, including settlement of claims.

Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed

to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how Your complaints will be dealt with.

Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at **http://www.apra.gov.au** and the APRA hotline on 1300 55 88 49.

Terrorism Insurance Act

We have determined that the Policy (or part of it) is a policy to which the *Terrorism Insurance Act 2003* (Cth) ("Act") may apply. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the Act) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to government taxes and charges.

Where We determine that the Policy (or part of it) may become a policy to which the Act may apply as a result of indexation of the Sum Insured during the Period of Insurance as provided on page 13 of the PDS, We may also charge You a pro rata premium for the time during the Period of Insurance that the Policy may be a policy to which the Act applies.

Applicable ARPC amounts will be shown separately on the Schedule and are subject to government taxes and charges.

For further information contact Strata Community Insurance.

Further information and confirmation of transactions

If You have any queries, need to clarify any of the information contained in this document or wish to confirm any transaction under Your insurance, please contact Strata Community Insurance using the contact details shown on the back cover of this document. If You need to contact Us, Our address is shown under the 'Insurer' part of this PDS.

Policy Wording:
Residential Strata Community

Important information

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy

This Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General Definitions and individual Section Special Definitions.

Payment of Premium

Provided We receive the Premium, We will insure You as set out in this Policy and the Schedule.

You may elect to pay Your Premium annually in one payment or by instalments.

Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, not later than seven (7) days before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

Adjustments on renewal

Notice

At least fourteen (14) days before Your Policy expires, We will send You a renewal Schedule detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

Indexation

If Your Insured Property suffers Loss or Damage during the Period of Insurance We will increase Your Sum Insured under **Section 1 Part A - 1** and **2** by reference to the Cordell Housing Index Price (CHIP) increase since the start date of the current Period of Insurance.

On renewal We will increase Your Sums Insured under **Section 1 Parts A** and **B** and **Section 8** by reference to the Cordell Housing Index Price (CHIP) increase during Your previous Period of Insurance.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable thereto. You should promptly advise Strata Community Insurance should You wish to vary these updated Sums Insured.



Indexation does not apply:

i. *if Your Sums Insured under **Section 1 Parts A** and **B** and **Section 8** exceed $100,000,000 in total;*

ii. *to any other policy limit contained in **Sections 1** and **8**.*

Instalment payments

If paying by instalments, We will automatically continue Your cover on the terms contained in the renewal offer We send You. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty of disclosure.

Loyalty discount

Based on Your claims experience and the length of time Your Policy has been continuously insured with Us You may be entitled to a loyalty discount which will apply automatically to the base premium. The amount of Your discount will vary depending on how long You have held a continuously insured claims free Policy with Us. The discount will only apply to the extent any minimum premium is not reached. Your Schedule will show when You qualify for a loyalty discount.

You must disclose all previous claims

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- renewal or insurance Policy declined, cancelled or refused, or where any Excess was imposed;
- claim refused by an insurer;
- claim made;

in relation to You because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

- charge You an additional Premium;
- impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- decline to insure You;
- refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

Claims procedures

1. What You must do

As soon as You discover that something has happened that is likely to result in a claim, You must:

(a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;

(b) inform the police as soon as reasonably possible following theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

2. What You should not do

Whatever the circumstances You should not:

(a) admit guilt or fault (except in court or to the Police);

(b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;

(c) offer or negotiate to pay a claim;

(d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim, We may reduce or refuse Your claim to the extent We are prejudiced.

3. How to make a claim

When You make a claim You must:

(a) promptly inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;

(b) provide details of what has occurred and when requested complete and return Our claim form promptly together with proof to support your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;

(c) comply with reasonable requests to provide written statements under oath if We require it;

(d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;

(e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;

(f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

You should not commence repairs without Our approval except for essential temporary repairs permitted under Event 1) h) of **Part A** of **Section 1**. Please contact Us to confirm approval for these costs.

5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

6. You must assist Us

Before We will pay anything under this Policy, You must:

(a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;

(b) give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and

(c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

9. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

Acts or omissions of Your Strata Community Manager

We will not deny liability for a claim, or reduce the amount of a claim, if Our right of denial or reduction is solely caused by an act, error or omission of Your Strata Community Manager while acting on Your behalf.

Cancelling Your Policy

(a) You may cancel all or part of this Policy at any time by giving Us notice in writing.

(b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell You of this in writing.

(c) When We have agreed to accept payment of Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

(d) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and any component of the Premium relating to levies where applicable.

(e) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

(a) not registered for GST:

We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.

(b) registered for GST:

(i) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other policy limit including GST

(ii) when We settle direct with You We will pay up to the

Sum Insured, limit of indemnity or other Policy limit and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

General conditions - which apply to all Sections unless otherwise stated

1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

Should more than one Excess be payable for any claim under this Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

3. Joint insureds, interested parties

(a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;

(b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage;

provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third party beneficiary:

(a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that

(b) the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

(a) for claims up to ten percent (10%) of Your Sum Insured:

(i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount without charge;

(b) for claims in excess of ten percent (10%) of Your Sum Insured:

(i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as we may require, based on the amount of the claim and the unexpired term of the Policy.

This condition does not apply:

(a) *when We pay a total loss or constructive total loss;*

(b) *when We pay the full Sum Insured;*

(c) *to **Section 1**;*
***Part A** Events 7), 20), and 22)*
***Part B** Event 4), and*
***Part C** Event 7);*

(d) *to **Sections 6** and **9**.*

General exclusions - what is not insured under any Section

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. **Act of Terrorism**

   to the extent permitted by law (including but not limited to as provided under the Terrorism Insurance Act 2003 (Cth)):

   (a) *any Act of Terrorism;*

   (b) *any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;*

   (c) *biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;*

   (d) *non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or*

   (e) *any threat of an Act of Terrorism.*

2. **Cyber and Electronic Data**

   (a) *the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or*

   (b) *an error in creating, amending, entering, deleting or using Electronic Data, or*

   (c) *total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,*

   regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

   However, in respect of **Sections 1**, **7**, **8** and **10**, but for this exclusion, in the event that any Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

3. **Intentional damage**

   any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4. **Nuclear**

   ionising radiation from, or contamination by radio-activity from,

   (a) *any nuclear fuel or nuclear waste or*

   (b) *the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or*

   (c) *nuclear weapons material.*

5. **War**

   war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

6. **Lawful seizure**

   the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

7. **Sanctions**

   circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

General definitions - the meaning of some words

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

There are other definitions that are specific to individual **Sections** and these appear in the relevant Section.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

(a) involves violence against one or more persons; or

(b) involves damage to property; or

(c) endangers life other than that of the person committing the action; or

(d) creates a risk to health or safety of the public or a section of the public; or

(e) is designed to interfere with or to disrupt an electronic system.

Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

Computer Attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

Cyberterrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

Electronic Data

means facts, concepts and/or information converted to a form usable for communications and/or displays and/ or distribution, interpretation and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment that includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event(s)

means a happening or an incident not intended to happen that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under this Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

(a) a lake (whether or not it has been altered or modified);

(b) a river (whether or not it has been altered or modified);

(c) a creek (whether or not it has been altered or modified);

(d) another natural watercourse (whether or not it has been altered or modified);

(e) a reservoir;

(f) a canal;

(g) a dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

Insured Property

(a) **Building**

Building means:

building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

(i) outbuildings;

(ii) fixtures and structural improvements including

fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;

(iii) tennis courts, in-ground swimming pools and spas;

(iv) fixed or built in plant, equipment and appliances;

(v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;

(vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are used for non-commercial purposes and that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;

(vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;

(viii) underground and overhead services;

(ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or $100,000, whichever is the lesser.

(b) **Common Area Contents**

Common Area Contents means (but not so as to limit the generality thereof):

(i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;

(ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;

(iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;

(iv) computers, electronic equipment and office equipment;

(v) swimming pools or spas that are not in-ground including their covers and accessories;

(vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- *aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;*
- *damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of **Section 1**;*
- *livestock, fish, birds or other animals;*
- *Lot Owners' Contents and any other personal property of theirs;*
- *Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of **Section 1**;*
- *money, other than as covered under Event 14 of **Part A** of **Section 1**;*
- *plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Event 3 of **Part B** of **Section 1**;*
- *temporary wall, floor and ceiling coverings within a Lot;*
- *mobile or fixed air-conditioning units servicing an individual Lot (Queensland).*

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the damage and which would have affected the value had damage not occurred.

Loss or Damage

means direct physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by this Policy.

Lot

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners(')

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

(a) freestanding appliances such as dishwashers, washing machines and dryers;

(b) computers, electronic and electrical equipment, garden equipment;

(c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

means this Policy Wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Rainwater

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

Rent

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

Replacement

means:

(a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and

(b) the extra costs necessarily incurred to:

  (i) alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements;

  (ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star® or LEED® standards.

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following

(a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);

(b) the renewal Schedule You have paid;

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

Situation

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

Storm

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

Strata Community

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Strata Community Manager

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Sum Insured

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

(a) during any one Period of Insurance; or

(b) unless a specified limit is otherwise stated in a Section.

Temporary Accommodation

means, as regards any Lot occupied by the Lot Owner, an amount of money calculated on the basis of similar accommodation located in the vicinity.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who lives in a Lot including any other co-inhabitant or family normally resident with the Tenant.

Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Vehicle(s)

means:

(a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used; and

(b) any trailers or other attachments made or intended to be drawn by any of those machines.

Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear, Tear

means damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us

means:

(a) Allianz Australia Insurance Limited Subject to b) and c) below;

(b) Allianz Australia Workers Compensation (NSW) Limited in respect of **Section 4** when insurance for New South Wales is provided, and

(c) Allianz Australia Workers Compensation (Victoria) Limited in respect of **Section 4** when insurance for Victoria is provided.

You, Your, Yours

means:

(a) **in respect of Sections 1, 7, 8, and 10:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

(i) the interest therein of Members;

(ii) Lot Owners in respect of **Parts B** and **C** of **Section 1**, **Part B** of **Section 7** and **Part B** of **Section 8**;

(b) **in respect of Section 2:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

(i) the interest therein of Members;

(ii) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v)**;

(iii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule but does not include Office Bearers while acting in that capacity.

(iv) in regard to Special condition 2, Adjoining property extension only, the owner and/or leaseholder of adjacent property.

(c) **in respect of Section 3:**

a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

(d) **in respect of Sections 4, 5, and 9:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

(e) **in respect of Section 6:**

the past, present or future Office Bearers or committee members of the Strata Community, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

(i) estate, heirs, legal representative or assigns;

(ii) legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

(f) **in respect of Section 11:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule and Lot Owners whose Lot titles are terminated.

Section 1 - Insured Property

What We cover

This Section contains **Parts A**, **B** and **C** that provide cover against the Events listed below which occur during the Period of Insurance.

Section 1 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1**, against Loss or Damage to Your Insured Property on the basis set out in "Claims - basis of settlement", including the cost of:
   (a) (i) architects fees, surveyors fees and other professional fees;
   (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers Contents and of anything which caused the Loss or Damage;
   (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
   (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
   (v) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;
   (b) Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such Authority.
   (c) Legal fees You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts.
   (d) Loss or Damage to fences and gates as a result of Storm.

   ⚠

   We will not pay:
   (i) *if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;*
   (ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm approval for these costs.*
   (e) Loss or Damage caused by a Tsunami.
   (f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
   (g) Sudden and unforseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
   (h) Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
   (i) Reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

   If such costs are likely to exceed $5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount.

2. **Act of Terrorism**

   Where We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism Insurance Act 2003* (Cth) and the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1** and/ or **8** (if applicable) is less than $100,000,000 then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If We agree to provide this cover it will be shown on Your Schedule, however in such circumstances Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured of the Insured Property as shown in the Schedule or $100,000,000, whichever is the lesser. No cover is provided for events which are excluded under General Exclusions 1(b), (c), (d) or (e).

Cover for Events 3) to 23) of **Part A** are included in addition to the Sum Insured for **Section 1**.

3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will:

(a) during the construction period:

pay up to $100,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

(i) the value of such work does not exceed that amount; or

(ii) You notify Us and We otherwise agree in writing before the commencement of such work.



We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor We will cover the interest of the contractor as a Joint Insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of $100,000 prior to such work commencing and if requested pay any extra Premium We may require.

(b) upon practical completion:

pay up to $250,000 for Loss or Damage to the completed works by an Event claimable under **Section 1** provided:

(i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations;

(ii) You have Your property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and

(iii) if requested pay any extra Premium We may require.

4. Arson reward

We will pay a reward of up to $10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1**.

We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

5. Electric motors

We will pay up to $5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property which has been burnt out by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.



We will not pay for:

(a) *motors if covered under a guarantee or warranty or maintenance agreement;*

(b) *other parts of any electrical appliance nor for any software;*

(c) *lighting or heating elements, fuses, protective devices or switches;*

(d) *contact at which sparking or arcing occurs in ordinary working.*

6. Electricity, gas, water and similar charges – excess costs

We will pay up to $2,000 for the cost of:

(a) increased usage of metered electricity, gas, sewerage, oil and water;

(b) accidental discharge of metered electricity, gas, sewerage, oil and water;

(c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

7. Electricity, gas, water and similar charges – unauthorised use

We will pay up to $2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or

occupying any part of Your Insured Property without Your consent.



We will not pay unless all reasonable steps are taken to terminate such unauthorised use as soon as reasonably possible after You become aware of it.

8. Environmental improvements

If Your Insured Property is:

(a) damaged by an Event claimable under **Section 1**; and

(b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1**, also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange system, and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

(a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or

(b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or

(c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak.

We will also pay:

(i) up to $1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and

(ii) up to $1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.



*We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship. We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1** – Insured Property) or by trees, plants or their roots.*

10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

(a) the removal and disposal of trees or branches;

(b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.



We will not pay for removal or disposal of:

- *trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or*
- *tree stumps or roots.*

11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

(a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;

(b) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;

(c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, We will pay up to $5,000 for the reasonable costs You necessarily incur in:

(a) re-keying or re-coding locks together with replacement keys; or

(b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

to restore security to the same level of security that existed prior to the loss of these keys.

13. Meeting room hire

We will pay up to $5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Loss or Damage which is admitted as a claim under **Section 1**.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to $25,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to $10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Strata Community Manager while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereat by:

(a) *any person in Your employment;*

(b) *a Lot Owner, including any family member permanently residing with them; or*

(c) *a proxy of a Lot Owner.*

16. Mortgage discharge

We will pay reasonable legal costs up to $5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) that are damaged by an Event claimable under **Section 1** while in Your physical or legal control.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

19. Records

We will pay up to $50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

20. Removal of nests

We will pay up to $1,000 any one Period of Insurance for the cost of removing wasps or bees nests from Your Insured Property that present as a danger to residents or the public.

We will not pay:

(a) *unless You first obtain Our consent to incur such costs. Please contact Us to confirm consent for these costs;*

(b) *for the cost of removing any nests that existed prior to the inception of **Section 1**.*

21. Removal, storage costs

We will pay up to $10,000 for the reasonable costs You necessarily incur in:

(a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

(b) storing such undamaged portion at that place or an equivalent alternate place;

(c) returning such undamaged portion to the Situation when restoration work is completed;

(d) insuring Your undamaged Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

We will pay up to $5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at Your premises.

We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time.

You must by way of Excess pay or contribute the first $1,000 for each and every claim.

23. Water removal from basement

We will pay up to $2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

*We will not pay if the inundation is caused by any other Event which is not claimable under **Section 1** or by Flood unless Optional Cover 1 is shown as included on Your Schedule.*

Section 1 - Part B

Part B applies to You and Lot Owners. Cover for Events 1) to 5) of **Part B** are included up to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring

costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. (a) **Rent**

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if the Common Area or Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under a) i) from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Common Area or Lot up to a maximum of twelve (12) months;
- under a) ii) from the time of the Event until the time when access to the Common Area or Lot is re-established.

(b) **Temporary accommodation**

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under **b i)** from the time of the Event until the time they reoccupy their Lot following completion of rebuilding, repairs or replacement; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace their Lot up to a maximum of twelve (12) months;
- under **b ii)** from the time of the Event until the time when access to their Lot is re-established.

(c) **Disease, murder and suicide**

We will pay You and/or the Lot Owner for:

(i) the cost of Temporary Accommodation necessarily incurred;

(ii) Rent that is lost;

If Your Common Area or their Lot cannot be occupied by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air- conditioning plant cooling towers and the like;
- a human infectious or contagious disease;
- murder or suicide;

occurring at Your Situation.

We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (including amendments), or listed under successor Commonwealth legislation dealing with quarantine or biosecurity matters (including delegated legislation) whether occurring at Your Situation or elsewhere.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.

(d) **Failure of supply services**

We will pay You and/or the Lot Owner for:

(i) the cost of Temporary Accommodation necessarily incurred;

(ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage by an Event claimable under **Section 1** happening to property belonging to or under the control of any such supply authority.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

The combined total amount We will pay under **Part B 1)** arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for Loss of Rent/Temporary Accommodation.

2. **Cost of reletting**

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

(a) Loss or Damage that is admitted as a claim under **Section 1**; and

(b) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to $1,500.

3. **Landscaping**

We will pay up to $10,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. **Removal of squatters**

We will pay You and/or the Lot Owner up to $1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.

We will pay if You or they first obtain Our consent to incur such legal fees.

5. **Title deeds**

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title Deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

Section 1 - Part C

Part C applies to Lot Owners. Cover for Events 1) to 6) of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. **Emergency accommodation**

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

(a) the Lot Owner; and/or

(b) the Tenant named on the lease, rental or similar type agreement;

up to $1,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred if a Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of the Lot is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity; or

(iii) reasonable access to or occupancy of the Lot is prevented by the Police Authority or other Emergency Service due to a danger or disturbance in the immediate vicinity.

However under Clause 1 b) above We will:

- only pay if the need for emergency accommodation arises in circumstances where two (2) or more Lots are made unfit to be occupied for their intended purpose;
- treat the Tenant named on the lease, rental or similar type agreement as though the Tenant was a Lot Owner.

2. **Funeral expenses**

When a Lot is occupied by the Lot Owner We will pay up to $5,000 a Lot for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

3. **Lot Owners' contributions and fees**

We will pay, up to $2,000 a Lot, for contributions, levies, maintenance and other fees the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. **Lot Owners' removal and storage costs**

We will pay up to $5,000 for the reasonable costs a Lot Owner necessarily incurs in:

(a) removing their undamaged Contents to the nearest place of safe keeping;

(b) storing their undamaged Contents at that place or an equivalent alternate place;

(c) returning their undamaged Contents to Your Situation when occupancy of their Lot is permitted;

(d) insuring their undamaged Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. **Lot Owners travel costs**

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to $250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You or they first obtain Our consent to incur such travel costs.

6. **Pets, security dogs**

When a Lot Owner occupies their Lot solely for residential purposes, We will pay up to $1,000 a Lot for the reasonable costs they necessarily incur for boarding pets or security dogs if their Lot is rendered unfit for its intended purpose by:

(a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; and

(b) Temporary Accommodation does not allow pets or security dogs.

7. **Sale of Lot**

When a Lot Owner has contracted to sell their Lot and the sale is subsequently delayed or cancelled as a direct result of Loss or Damage by any Event and a claim is admitted under **Section 1** We will, from the date the sale was to have been settled, pay up to $7,500 per Lot and $20,000 any one Period of Insurance for:

(a) the actual interest charges a Lot Owner incurs on capital borrowed (such as bridging finance) in anticipation of the sale proceeds of the Lot; or

(b) in any other case, the loss of potential investment interest on the sale proceeds of the Lot until the time settlement is finalised.

The method of calculation on this will be;

$$\frac{(CR + 1\%)}{365} * SP * DL$$

Whereas:

CR = Reserve Bank of Australia {current target cash rate}
SP = Sale proceeds
DL = No of days in investment

We will not pay unless the Lot Owner makes every reasonable effort to complete the sale of the Lot.

Optional Covers

The following Optional Covers are operative when shown as 'Included' on Your Schedule.

1. **Flood**

We will pay up to the Sum Insured shown in the Schedule for Loss or Damage to Your Insured Property caused by Flood which happens during the Period of Insurance.

2. **Floating floors**

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under **Section 1**.

3. **Lot Owners' wall coverings (Applicable to New South Wales and Australian Capital Territory)**

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3) is limited to the room, hallway or passageway where the Loss or Damage occurs.

Exclusions - what We do not cover under Parts A, B and C

1. ***We will not pay for Loss or Damage:***

(a) *caused by Flood.*

However We will pay if Optional Cover 1 is shown as included on Your Schedule.

(b) *to retaining walls resulting from Storm or Rainwater.*

(c) (i) *caused by moths, termites or other insects, vermin, mice, rats, rust or oxidisation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;*

(ii) *caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;*

(iii) *caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.*

However We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

(d) *caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.*

(e) *caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.*

However We will pay if the Loss or Damage is due to:

(i) Fusion of electric motors as covered under Event 5) of **Part A**;

(ii) lightning;

(iii) power surge when such Event is confirmed by the supply authority; or

(iv) resulting fire damage.

(f) *caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.*

However We will pay if the Loss or Damage is due to Tsunami.

(g) *caused by vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement.*

However We will pay if the Loss or Damage is due to:

(i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;

(ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; and

(iii) Flood if Optional Cover 1 is shown as included on Your Schedule.

(h) *caused by underground (hydrostatic) water.*

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

(i) *caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.*

However We will pay for water or liquid damage resulting from blocked pipes or drains.

(j) *caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*

(k) *caused by smut or smoke from industrial operations.*

However We will pay if such damage is sudden or unforeseen.

(l) *caused by any process involving the application of heat being applied directly to any part of Your Insured Property.*

However We will pay if any other part of Your Insured Property is damaged or destroyed by fire.

(m) *due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*

(n) *to water in swimming pools, spas or water tanks.*

(o) *to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.*

(p) *to carpets and other floor coverings resulting from staining, fading or fraying.*

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.

(q) *to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.*

(r) *to Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*

(s) *to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $500,000 unless Our written consent to continue cover has been obtained before the commencement of such work.*

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

2. ***We will not pay for:***

(a) *demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;*

(b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*

(c) *consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B** and **C**. Some examples of what We won't pay for include loss of use or Depreciation.*

(d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.*

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims - basis of settlement

1. **Replacement**

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

(a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

(b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily

available We will use the nearest equivalent available to the original materials;

(c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

(d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;

(e) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

(i) *rebuild or replace Your undamaged Insured Property;*

(ii) *rebuild, replace or repair illegal installations.*

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

(a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

(b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Claim settlement *(when* **Section 11** *is shown as a Sum Insured on the Schedule)*

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss that results in:

(a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.

(b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5) b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1) Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5) b).

Special provisions

1. Under Clauses 2), 3) and 4) of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

   Any differences relating to values may by agreement between us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

2. Clauses 2), 3) and 4) of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5) Claim settlement above.

Special conditions

1. Removal of illegally deposited rubbish

Under Event 22 of **Part A** You must by way of Excess pay or contribute the first $1,000 for each and every claim.

2. Professional fees

We will pay up to $50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8**, **10** and **11**.

Section 2 - Liability to others

What We cover

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. **We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation (including plaintiff's legal costs) for;**
   - Personal Injury; or
   - Property Damage;

   resulting from an Occurrence happening in connection with Your Business.

Automatic Extensions

(a) Financial Loss

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation awarded by a Tribunal or similar body for financial loss incurred by a Lot Owner arising out of Your failure to comply with Your statutory duty to maintain and repair common property.

(b) Other Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation for Personal Injury or Property Damage:

(i) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

(ii) **Car park liability** to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

(iii) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

We will not pay:

(a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations to the extent that the Personal Injury or Property Damage is caused or contributed to by such non-conformity;

(b) for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

(iv) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

(v) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

(vi) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

(vii) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if the Watercraft is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

(viii) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

2. **Cost of defending a claim**

We will pay in addition to the Sum Insured under 1) above:

(a) all legal costs and expenses incurred by Us;

(b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;

(c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and

(d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of $250 per day if We require an Office Bearer, Committee Member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.



Exclusions *- what We do not cover*

We will not pay for any claim:

1. *in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.*

   This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).

2. *in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.*
3. *in respect of:*
   (a) *damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this* ***Section 2****;*
   (b) *damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;*
   (c) *injury to or death of animals on Your Common Area;*
   (d) *Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.*
4. *arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.*

   This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.

5. *arising out of the publication or utterance of a defamation, libel or slander:*
   (a) *made prior to the commencement of* ***Section 2****;*
   (b) *made by You or at Your direction when You knew it to be false.*
6. *arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in* ***Section 2****.*
7. *arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.*
8. *arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.*
9. *arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.*
10. *arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.*

    This exclusion does not apply to:

    (a) liability assumed by You under any contract or lease of real or personal property;

    (b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:

        (i) any act of negligence on their part; or

        (ii) by their default in performing their obligations under such agreement.

11. *arising out of or caused by the discharge, dispersal, release of or escape of pollutants into or upon property, land, the atmosphere, or any water course or body of water.*

    This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

12. *arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.*

    This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.

13. *for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.*
14. *made or actions instituted outside Australia that are governed by the laws of a foreign country.*
15. *for Liability to pay for personal injury or property damage, or any consequential loss arising therefrom*

(meaning anything not expressly described in the cover sections of this Policy, for example loss of use), caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. **Strata Community Manager defence**

   If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.

   ⚠

   We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. **Adjoining Property Extension**

   Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property.

   This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the Business.

   ⚠

   We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

(a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;

(b) false arrest, wrongful detention, false imprisonment or malicious prosecution;

(c) wrongful entry or eviction or other invasion of the right of privacy;

(d) a publication or utterance of defamatory or disparaging material;

(e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

(a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or

(b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

that happens during the Period of Insurance anywhere in Australia.

Section 3 - Voluntary Workers

What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

(a) whilst voluntarily engaged in work on Your behalf; and

(b) caused solely and directly by violent, accidental, external and visible means; and

(c) which, independently of any other cause results in the following insured Events.

Events

1. Death $200,000
2. Total and irrecoverable loss of all sight in both eyes $200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot $200,000
4. Total and permanent loss of the use of one hand or of the use of one foot $100,000
5. Total and irrecoverable loss of all sight in one eye $100,000
6. (a) Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement:

   (i) a weekly benefit of $1,000

   or

   (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than $1,000 per week - the amount of such remuneration up to a maximum per week of $2,000

   (b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:

   (i) a weekly benefit of $500

   or

   (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than $500 per week - the amount of such reduction up to a maximum per week of $1,000

7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing

   (a) his/her usual profession, business, occupation;

   or

   (b) usual household activities;

   - in respect of each week of Total Disablement a weekly benefit not exceeding $500

8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding $2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding $250
10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 – a benefit not exceeding $5,000

Exclusions *- what We do not cover*

We will not pay:

1. (a) *for more than one of Events 6) a) and 6) b) in respect of the same period of time;*

   (b) *under Event 6) a) and Event 6) b) in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;*

   (c) *under Event 6) a) and Event 6) b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;*

   (d) *under Event 7) and Event 9) in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;*

   (e) *unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;*

   (f) *unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;*

   (g) *for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;*

(h) *for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.*

2. *We will not pay compensation in respect of claims arising out of:*

   (a) *illness;*

   (b) *intentional self-injury or suicide, or any attempt thereat;*

   (c) *attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;*

   (d) *a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.*

Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the Events 1) to 5) in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1).
2. After the occurrence of any one of the Events 2) to 5) there will be no further liability under **Section 3** for these Events in respect of the same Voluntary Worker.
3. In the event of a claim involving the death of a Voluntary Worker We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means an injury which entirely prevents a Voluntary Worker from:

(a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;

or

(b) where such person engages in more than one occupation, profession or business, ANY OF THEM;

as certified by a legally qualified medical practitioner.

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

(a) carrying out all of the normal duties of such person's usual occupation, profession or business;

or

(b) where such person engages in more than one occupation, profession or business, ALL OF THEM;

as certified by a legally qualified medical practitioner.

Section 4 - Workers compensation

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

(a) Allianz Australia Insurance Limited
in the Australian Capital Territory, Northern Territory, Western Australia and Tasmania; or

(b) Allianz Australia Workers Compensation (NSW) Limited
in New South Wales. We act as the agent of this insurer in arranging insurance in NSW, and not as Your agent.

(c) Allianz Australia Workers Compensation (Victoria) Limited
In Victoria. We act as the agent of this insurer in arranging insurance in Victoria, and not as Your agent.



We do not *cover*

Workers Compensation in South Australia or Queensland.

Section 5 - Fidelity guarantee

What We cover

We will indemnify You up to:

(a) the Sum Insured shown on the Schedule for **Section 5** in respect of fraudulent misappropriation of Your Funds.

(b) $2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.



Exclusions *- what We do not insure*

We will not pay for:

(i) *any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;*

(ii) *any fraudulent misappropriation committed after the initial discovery of loss;*

(iii) *any losses arising out of fraudulent misappropriation committed prior to the commencement of* ***Section 5****;*

(iv) *any claims arising out of losses discovered more than twelve (12) months after the expiry of* ***Section 5****.*

Special definition

The word listed below has been given a specific meaning and applies to **Section 5** when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Section 6 - Office Bearers Liability

This Office Bearers Liability section is issued on a Claims made basis. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. **We will pay up to the Sum Insured as shown on the Schedule:**

   (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;

   (ii) pay on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;

   arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

   (b) reported to Us during the Period of Insurance.

   Provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1** of **Section 6**, the subject of this insurance or any indemnity.

2. **Defence costs**

   We agree that in relation to any Claim under **Section 6**:

   (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;

   (b) where indemnity has not been confirmed by Us in writing, We will:

   (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or

   (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

   In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. **Reinstatement of the Sum Insured**

   When We have paid a Claim under **Section 6** and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule, subject to You paying any additional Premium that We may require.

   ⚠

   This reinstatement shall not apply to:

   (a) *any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;*

   (b) *any Claim notified to Us for which a Loss payment has not been made;*

   (c) *any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.*

4. **Total limit of Our liability**

   The most We will pay for all Claims in respect of any one Period of Insurance is:

   (a) the Sum Insured shown on the Schedule for **Section 6**; and

   (b) when We have reinstated Your cover under **Insuring Clause 3)** an additional amount equal to that Sum Insured;

   inclusive of claimant's costs and expenses and Defence Costs incurred by Us.

⚠

Exclusions *- what We do not cover*

We will not pay for:

1. *Claims arising from any facts or circumstances that You knew of prior to or at the inception of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.*
2. *Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.*

However this exclusion does not apply to:

(a) any party or entity not committing or condoning any such act or omission; and

(b) the costs incurred by You in successfully defending any Claim or suit made against You.

3. *Claims for death, bodily injury, sickness, disease, or damage to property.*

   However this exclusion will not apply to Loss or Damage to documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such documents.

4. *Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.*
5. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
6. *fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.*
7. *You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual member thereof.*
8. *any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.*
9. *a conflict of duty or interest of Yours.*
10. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of Your Strata Community.*
11. *any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.*
12. *Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1 b).*
13. *Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1 a).*
14. *Claims brought against You in a Court of Law outside Australia.*

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

(a) We have continuously been the insurer under an Office Bearers Liability between the date when such notification should have been given and the date when such notification was in fact given; and

(b) the terms and conditions applicable to this **Special Condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** under the current Period of Insurance.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

(a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or

(b) made a misrepresentation to Us before this contract of insurance was entered into; or

(c) failed to comply with any terms or conditions of **Section 6**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

(i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and

(ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means

(a) a written or verbal allegation of any Wrongful Act; or

(b) a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or

(c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

(a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;

(b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

(a) a person or other entity appointed by Your Strata Community to act as an Office Bearer or committee member in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Insured Property and Common Area is situated;

(b) a Strata Community Manager appointed as an agent of an Office Bearer and/or committee member;

(c) a person invited by an Office Bearer and/or committee member to assist in the management of Your Strata Community affairs.

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

(a) of You serving as an Office Bearer or committee member or director of Your Strata Community; or

(b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Section 7 - Machinery breakdown

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

Section 7 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims - basis of settlement", including the cost of:
   (a) (i) expediting repair including overtime working;
   (ii) express or air freight on recognised/scheduled services;
   (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
   (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

   and provided that the Insured Item is:
   (b) (i) contained at Your Situation; and
   (ii) is in the ordinary course of working at the time Insured Damage occurs.

Section 7 - Part B

Cover under **Part B** applies to You and Lot Owners. The following Events 1) and 2) of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have been leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured damage until the time they reoccupy their Lot following completion of repairs or replacement.

The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to fifteen percent (15%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing.

Exclusions *- what We do not cover*

We will not pay for:

1. *Damage caused by or arising from:*
   (a) *Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;*
   (b) *Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;*
   (c) *an Event that is claimable under **Section 1**;*
   (d) *chipping, scratching or discolouration of painted, polished or finished surfaces;*
   (e) *the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;*

(f) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*

(g) *the tightening of loose parts, recalibration or adjustments;*

(h) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*

2. *Damage to:*

(a) *glass, porcelain or ceramic components;*

(b) *defective tube joints or other defective joints or seams;*

(c) *any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;*

(d) *foundations, brickwork, and refractory materials forming part of an Insured Item;*

(e) *television, video or audio equipment other than security system equipment;*

(f) *expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*

(g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*

(h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;*

(i) *plant that has been hired or is on loan unless We specifically agree in writing.*

3. *Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.*

4. *Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.*

5. *Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.*

6. *Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.*

7. *Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.*

8. *The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.*

Claims - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. **Excess**

   Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

2. **Professional fees**

   We will pay up to $10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

(a) lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;

(b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

providing they form part of Your Insured Property or its services.

Section 8 - Catastrophe insurance

What We cover

Section 8 - Part A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:

   (a) due to the happening of a Catastrophe; or

   (b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period;

   and

   (c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

Section 8 - Part B

Cover for Events 1) to 4) of **Part B** applies to You and Lot Owners and are included in addition to the Sum Insured for **Section 8**.

1. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot or Common Area We will pay the Rent You lose or would have lost if Your Lot or Common Area is damaged and made unfit to be occupied for its intended purpose:

(a) due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and

(b) the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur, including any unforseen increase in the cost of rental of a residential Lot or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your damaged Lot if Your Lot is damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) b) of **Part B** of **Section 1** is expended until the time You reoccupy Your Lot following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

(a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

(b) storing the undamaged portion at that place or an equivalent alternate place;

(c) returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;

(d) insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Loss or Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- is admitted as a claim under **Section 1**.

The amount We pay will be reduced by any amount payable for such costs under **Section 1**.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You at the time immediately prior to such a happening, following an order issued by a Public or Statutory Authority or Body, entity or person so empowered by law, to evacuate Your Lot:

(a) due to the happening of a Catastrophe; and

(b) the Loss or Damage to Your Lot is admitted as a claim under **Section 1**.

Any Evacuation Costs so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

The total amount We will pay under Events 1 to 4 of **Part B** arising out of any Event claimable under **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** or such other percentage as We may agree in writing.

Claims - basis of settlement

The basis upon which the amount payable as the unexpected increase in the cost of Replacement is to be calculated as the difference between:

(a) the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1 b of 'What We cover'; and

(b) the greater of either:

  (i) the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of **Section 1** immediately prior to the Catastrophe; or

  (ii) the Sum Insured in force under **Section 1** at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We cover'.

Special provisions

1. No payment will be made under **Section 8** until such time as the greater amount determined in accordance with the provisions of **Clause b)** of 'Claims – basis of settlement' (above) has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under **Section 8** the Qualified Valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
   (a) the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;

   (b) any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of Loss or Damage;

   (c) architects fees, surveyors' fees and any other professional fees;

   (d) legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts;

   (e) fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Section 8** may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be binding and who will at the same time decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Evacuation Costs

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Section 9 - Government audit costs and legal expenses

Section 9 - Part A: Government audit costs

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

   We will not pay more than the Sum Insured for:

   (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;

   (b) all Audits notified to You in any one Period of Insurance.

2. We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.



Exclusions *- what We do not cover*

1. *We will not pay for Professional Fees:*

   (a) *if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:*

      (i) *received any notice of a proposed Audit;*

      (ii) *had information that an Audit was likely to take place;*

      (iii) *had information that would indicate to a reasonable person that an Audit was likely to take place.*

   (b) *if a return, or a document required to be lodged in relation to an Audit, has not been lodged:*

      (i) *at all;*

      (ii) *properly;*

      (iii) *by the due date.*

   (c) *for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:*

      (i) *any act or omission by You; or*

      (ii) *any failure, act or omission arising from or in connection with Your statutory obligations.*

   (d) *charged by someone other than a Professional Adviser unless We have given Our prior written consent.*

   (e) *relating to the Audit of Your taxation and financial affairs unless the return is first lodged:*

      (i) *during the Period of Insurance; or*

      (ii) *not more than twelve (12) months prior to the original inception date of* ***Section 9****;*

      or relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

   (f) *relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.*

   (g) *to the extent We are prejudiced by You breaching any conditions in this Policy, including if you fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.*

2. *We will not under any circumstances pay for the cost of:*

   (a) *any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.*

   (b) *any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.*

   (c) *the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.*

Special conditions

1. You must:

   (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;

   (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;

(c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person.

(d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit commences:

(a) at the time You first receive notice that an Auditor proposes to conduct an Audit; and

(b) is completed when:

(i) the Auditor has given written notice to that effect; or

(ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or

(iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability

Section 9 - Part B: Appeal expenses - health and safety breaches

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

(a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or

(b) a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.

We will not pay:

i. *unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period;*

ii. *more than the Sum Insured for **Part B** for:*

- *any notice or determination first made or first brought against You during the Period of Insurance including any such notice or determination not finalised until a subsequent Period of Insurance;*
- *all notices and determinations first notified or made in any one Period of Insurance.*

The improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Section 9 - Part C: Legal defence expenses

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

(a) in connection with the conduct of Your ordinary Business and affairs;

(b) under the *Competition and Consumer Act 2010* or under any other Consumer Protection Legislation;

(c) arising out of any dispute with an employee, former employee or prospective employee:

(i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;

(ii) leading to civil or criminal proceedings under any Race Relations, Sexual Discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under Special Condition 1 are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.

We will not pay:

(a) *unless:*

(i) *any such claim is first made or first brought against You during the Period of Insurance;*

(ii) *You report it to Us during the Period of Insurance;*

(iii) *We agree there are reasonable grounds for the defence of any such claim.*

(b) *more than the Sum Insured for **Part C** for:*

(i) *any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;*

(ii) *all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.*

Excess and Contribution

For each and every claim made or brought against You, You must pay:

(a) by way of Excess - the amount shown on the Schedule; plus

(b) by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of $50,000:	*(1)*	*(2)*	*(3)*
Cost of Legal Defence Expenses	*$20,000*	*$50,000*	*$80,000*
less Your Excess (e.g. $10,000)	*$10,000*	*$10,000*	*$10,000*
Net fees after the deduction of the Excess	*$10,000*	*$40,000*	*$70,000*
less Your Contribution (e.g. 10% of the net fees)	*$1,000*	*$4,000*	*$7,000*
*Amount claimable (*Sum Insured limit)*	*$9,000*	*$36,000*	*$*50,000*

***Exclusions** - what We do not cover under Part C*

1. *We will not pay Legal Defence Expenses for any claim:*

(a) *that You have defended without Our written consent;*

(b) *that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;*

(c) *arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of **Section 2** (Liability to others) and **Section 6** (Office Bearers Liability) or would have been provided if **Section 2** and **Section 6** had been selected by You and shown on the Schedule;*

(d) *arising from circumstances that You knew of prior to the inception of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;*

(e) *arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;*

(f) *between You and Us including Our Directors, employees or servants;*

(g) *that involves a conflict of duty or interest of Yours;*

(h) *made or threatened or in any way intimated on or before the inception date shown on the Schedule, except as otherwise provided by Special Condition 4;*

2. *We will not pay for:*

(a) *the cost of litigation or proceedings initiated by You;*

(b) *the payment of any compensation or damages of any kind and*

(c) *Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.*

Special conditions that apply to Part C

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

(a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or

(b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other

communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. **Consent**

   We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. **Information to be given to the appointed representative**

   You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. **Jurisdiction**

   Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

6. **Nomination of appointed representative**

   You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

   If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests.

   In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. **Offer of settlement**

   You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

   If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

   Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. **Our access to the appointed representative**

   You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. **Recovery of legal defence expenses**

   If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. **Reporting and notice**

    A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. **Subrogation**

    In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Contribution

means the proportion of Legal Expenses incurred above the Excess which is payable by You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

(a) fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;

(b) legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

(a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;

(b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

(a) form part of an annual or fixed fee or cost arrangement; or

(b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or

(c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or

(d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Section 10 - Lot Owners' Fixtures and Improvements

What We cover

When You have exhausted Your Sum Insured under **Part A** of **Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

(a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and

(b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Claims - basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

(a) The necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

(b) If You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;

(c) Where materials used in the original construction are not readily available We will use the nearest equivalent available;

(d) When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

We will not pay for the cost to:

(i) *replace undamaged Lot Owners' Fixtures and Improvements;*

(ii) *replace or repair illegal installations.*

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

Section 11 - Loss of Lot market value

What We cover

If during the Period of Insurance Your Insured Property suffers Loss by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority We will if the Loss results in:

(a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or

(b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

(i) the Market Value of the Lot(s) immediately prior to the happening of Loss;

and

(ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:

- the Sum Insured for **Section 1** on the basis of Agreed Value; and
- the Market Value of the Strata Community land following Loss.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for **Section 11**.

Example 1 – All Lots titles are terminated:

Market Value of all Lots prior to loss occurring	*$10,000,000*
*less Sum Insured payout under **Section 1***	*$7,000,000*
less sale/value of land	*$2,000,000*
net loss of Market Value	*$1,000,000*
*Amount recoverable if the Sum Insured under **Section 11** is:*	
a) $1,000,000 or greater	*$1,000,000*
b) $500,000	*$500,000*

Example 2 – One Lot title is terminated:

Market Value of the individual Lots prior to loss occurring	*$1,000,000*
*less Lot entitlement to **Section 1***	*$700,000*
less Lot entitlement to sale/value of land	*$200,000*
net loss of Market Value	*$100,000*
*Amount recoverable if the Sum Insured under **Section 11** is:*	
a) $1,000,000 or greater	*$100,000*
b) $500,000	*$100,000*

Special conditions

1. Following Loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
   (i) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss; and
   (ii) the Market Value of Your land after Loss.

   These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.
2. Any differences relating to such valuations may by agreement between us be referred to the President of either the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

(a) Your land and/or common property, and

(b) each Lot forming part thereof.

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The Strength of **Experience.**

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au

RESIDENTIAL STRATA
COMMERCIAL STRATA
COMMUNITY ASSOCIATION

SCI034-Policy-RS-PPW-02/2021

FORM LF1 (Version 2)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **LF 13253130**

11:39 12-Feb-2020
3 of 3

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3	LF

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FILED 14/2/2020

Mark McNeil ARO

REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

Terms of Instrument not
checked by Lands Titles Office

BY-LAWS
Development No. 473/C043/19/001

BY-LAWS

COMMUNITY PLAN NO. 42031

FOR

Kelso Apartments

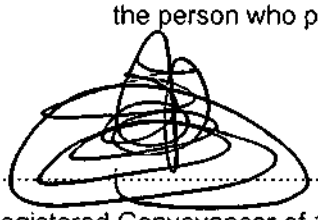
89 Buchanan Drive, Woodforde, SA 5072

Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.



.....

Rui Li, Registered Conveyancer of 109A Archer Street North Adelaide SA 5006

Terms of Instrument not
checked by Lands Titles Office

BY-LAWS
Development No. 473/C043/19/001

BY-LAWS

COMMUNITY PLAN NO. 42031

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BY-LAWS
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BY-LAWS OF COMMUNITY CORPORATION

NO. 42031 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act.

PART 1 - DEFINITIONS

1. **Definitions**

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act shall apply to these by-laws and unless the context requires, the expressions:

Act means *Community Titles Act 1996* (SA) as amended;

Building means the five (5) level residential apartment building together with Common Property, Recreation Area, car parking and storage areas to be constructed within the Proposed Apartment Site together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

Community Lot means any lot not located on the ground floor of the Building and which has been constructed for the purposes of use and occupation as a residential apartment;

Common Property means the common property created by the Community Plan;

Community Parcel means the whole of the land comprised in the Community Plan and includes each distinct part or section of such land and all improvements thereon;

Community Plan means Community Corporation Plan No. 42031

Company means Kite Enterprises Pty Ltd trading as Ironfish (RLA 204004) and their respective consultants, employees and agents;

Corporation means Community Corporation No. 42031 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Developer means Woodforde JV Pty Ltd ACN 602 117 877, and includes any related body corporate (as defined by the *Corporations Act 2001* (Cth)) of that entity that is or becomes involved in the Development;

Development means the construction of a residential apartment building on the Community Parcel comprised of one, two and three bedroom apartments together with Common Property, Recreation Area, car parking and storage areas and known as "Kelso".

Lot or **lot** has the meaning given to it in the Act;

Lotholder means the owner of a Lot from time to time;

Lot Subsidiary has the meaning given to it in the Act;

Management Agreement means any agreement appointing the Body Corporate Manager pursuant to Section 75(5) of the Act and Regulation 14 to the Act;

Management Committee means the management committee of the Corporation established pursuant to the Act (if one is established) with a maximum number of 5 members;

Body Corporate Manager means the company for the time being appointed by the Corporation as its Body Corporate Manager and a reference in these by-laws to the Corporation shall, where there is such a Body Corporate Manager, be construed as a reference to that Body Corporate Manager unless the context otherwise requires;

Occupier of a Lot includes, if a Lot is unoccupied, the owner of the Lot;

owner or **owners** means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

Recreation Area means that portion of the Common Property on the ground floor of the building comprising a Bicycle Work Shop;

Scheme Description means the scheme description to be prepared and lodged by the Developer in relation to the Development and in accordance with the Act;

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;

Sign means an advertisement, notice, sign or hoarding; and

Proposed Apartment Site means whole of the land comprised in Certificate of Title Volume 6207 Folio 86.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

1.1 A reference to an instrument includes any variation or replacement of it.

1.2 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.3 The word "person" includes a firm, a body corporate, an association or an authority.

1.4 A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.

1.5 The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges shall prevail over these by-laws in respect of the person or persons to whom they are given.

1.6 Without limiting the foregoing, these by-laws shall be read subject to the right of the Company to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):

(a) allowing invitees to have access to the Common Property in the company of a representative of the Company;

(b) placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and

(c) the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development.

1.7 Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:

(a) any surveying, engineering and construction works on the Community Parcel;

(b) any repair, rectification or modification works; and

(c) any other works associated with the construction and completion of the Development.

1.8 If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 – MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

2.1 The Corporation is responsible for the administration, management and control of the Common Property.

2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:

(a) the appointment of a Body Corporate Manager pursuant to by-law 2.3;

(b) maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds $20,000.00; and

(c) the Corporation's obligations regarding insurance under the Act.

2.3 The Corporation may appoint a Body Corporate Manager to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as the Body Corporate Manager considers reasonably appropriate.

2.4 The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their visitors and invitees.

PART 3 – COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

4.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;

4.2 make or allow his or her visitors to make undue noise in or about the Community Parcel;

4.3 interfere or allow his or her visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;

4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;

4.6 damage or deface any building or sign or structure on the Community Parcel;

4.7 disobey reasonable directions or requests from an officer of the Corporation;

4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, operate a business of any kind or carry on or conduct any form of commercial activity from any portion of the Community Parcel or otherwise use any portion of the Community Parcel for such purposes without the consent of the Corporation;

4.9 carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;

4.10 obstruct any person's lawful access to any Lot or to the Common Property;

4.11 park or stand a motor vehicle in a parking space allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;

4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Body Corporate Manager for such purpose (if any) and fitted with bicycle racks;

4.13 rollerblade, rollerskate or ride a skateboard;

4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs or vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;

4.15 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property except as may be designated by the Corporation or the Body Corporate Manager from time to time;

4.16 erect or fix any sign, notice, antenna or other communication equipment to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;

4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;

4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;

4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;

4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property or a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor chairs and tables;

4.21 subject to any lease, licence or other right granted under by-law 30, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:

(a) extends outside the boundaries of a Lot; or

(b) is located on any balcony; or

(c) protrudes from any building or balcony forming part of a Lot,

without first obtaining the written consent of the Corporation;

4.22 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;

4.23 without the prior written consent of either the Corporation or the Body Corporate Manager, have a party or event for more than 20 people in their Lot and/or the Common Property. The owner or Occupier acknowledges that if the Corporation or the Body Corporate Manager does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonably expenses incurred by the Corporation in relation to or in consequence of the party/event;

4.24 dispose or permit the disposal of cigarette ash, cigarette butts or any other material out any window, over any balcony or in Common Property;

4.25 the Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:

(a) the Community Corporation and

(b) any relevant government authority.

4.26 Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s);

4.27 the Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law 4.25 shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.

4.28 Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.

4.29 It shall be a condition of any consent of the Corporation pursuant to by-law 4.25 that any Sign shall be produced by a sign-writer approved by the Corporation;

4.30 The following are strictly prohibited:

(a) paper or cardboard signs;

(b) transfers or stickers;

(c) exposed fixings;

(d) exposed wiring, ballasts;

(e) moving or flashing signs;

(f) animated signs or models;

(g) "A" frames or similar signs; and

(h) static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

5. Storage of Flammable Liquids

A Lotholder or Occupier must not:

5.1 except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

5.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

6. Disposal of Garbage

6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.

6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.

6.3 The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law 18:

(a) the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (**Refuse Room**);

(b) all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;

(c) polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;

(d) paper is to be placed in the bins with yellow lids only; and

(e) hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Room(s), the Building, Common Areas or disposed of in waste bins. The cost of removal and disposal of any hard rubbish, crates or unwanted furnishings shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;

7.2 the structural and functional integrity of any part of the Common Property is impaired; or

7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

8. Use of Community Lots

8.1 A Lotholder or Occupier must not without the consent of the Corporation operate any business of any kind:

(a) on any Community Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or

(b) unless the Scheme Description or these by-laws expressly state that the Lot may be used for such purposes; and

8.2 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

PART 4 – COMMON PROPERTY

9. Corporation to Keep Common Property in Good Repair

The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

10. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

10.1 camp or sleep overnight;

10.2 play cricket, golf or any other game in such a manner as to interfere with the safetyor comfort of any other person;

10.3 carry on any business except with the consent of the Corporation;

10.4 sing, busk or play on a musical instrument so as to appear to be for the purposeof entertaining other persons except with the consent of the Corporation;

10.5 carry, use, discharge or expose any firearm, explosive, firework, airgun orother weapon;

10.6 obstruct any corridor, hallway, passage or other access way;

10.7 obstruct the lawful use of the Common Property by any person;

10.8 use the Common Property in a manner that unreasonably interferes with the useand enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;

10.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Body Corporate Manager may designate as non- smoking areas from time to time;

10.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the consent of the Corporation;

10.11 damage or interfere with any lawn, garden, tree, shrub, plant or flower onthe Common Property;

10.12 use any portion of the Common Property for his or her own purposes as a garden;

10.13 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Body Corporate Manager; or

10.14 throw, roil or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

11. Security of Common Property

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

12. Notification of Defects

A Lotholder or Occupier must promptly notify the Corporation or the Body Corporate Manager on becoming aware of any damage to or defect in the Common Property.

13. Compensation to Corporation

A Lotholder or Occupier will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or his or her respective tenants, licensees or invitees or caused by any pets owned by, cared for or associated in any way whatsoever with that Lotholder or Occupier.

14. Restricted Use of Common Property

The Corporation may take all reasonable steps to ensure the security and to preserve the safety of the Common Property from fire or other hazards and without limitation may:

14.1 close off any part of the Common Property not required for access to a Lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;

14.2 permit, to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person, firm or company as a means of monitoring the security and general safety of the Lots, either solely or in conjunction with other Lots; and

14.3 restrict, by means of a Security Key, the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

Terms of Instrument not checked by Lands Titles Office

BY-LAWS
Development No. 473/C043/19/001

PART 5 – USE OF COMMUNITY LOTS

15. Good Repair

A Lotholder must:

15.1 maintain the Lot in good repair;

15.2 carry out any work ordered by a council or other public authority in respect of the Lot;

15.3 carry out work required by the Corporation in respect of the Lot;

15.4 maintain and repair any tiling on the Lot balcony and, if applicable, any tiling in the bathroom and kitchen of the Lot; and

15.5 keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including all parts of the balcony that comprise Common Property, unless:

(a) the Corporation resolves that it will keep the glass or specified party of glass clean; or

(b) that glass or part of the glass cannot be accessed by the Lotholder safely or at all.

16. Use of Lot

A person bound by these by-laws:

16.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;

16.2 must not do, permit or cause on or about the Lot, any act, matter or thing whatsoever which is or may, in the opinion of the Corporation, be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

16.3 must allow the Corporation access to the Lot for the purpose of carrying out maintenance;

16.4 must pay all rates, taxes, charges, outgoings and assessments in respect of his or her Lot as they become due and payable;

16.5 must, subject to the Act and these by-laws, notify the Corporation of any repairs and maintenance required to his or her Lot;

16.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;

16.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;

16.8 must clear its mailbox of all material at least once every 7 days or arrange for someone else to so if the Lotholder is absent or unable to do so for more than 7 days. If the Lotholder fails to comply with this by-law, the Corporation may remove such material at the expense of the Lotholder;

16.9 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 17;

16.10 must not do or omit any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and, without limiting the generality of the foregoing, the Lotholder or Occupier shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

16.11 must take every reasonable precaution when watering plants or flower boxes on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot Subsidiary or the Common Property;

16.12 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;

16.13 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;

16.14 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;

16.15 must ensure compliance with fire laws in respect of the Lot; and

16.16 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

17. Renovation and Refurbishment of Lots

17.1 A Lotholder or Occupier shall not perform or carry out any refurbishment, renovation, alterations or additions to or upon the Lot unless:

(a) such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;

(b) such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;

(c) such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;

(d) such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions; and

(e) such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

17.2 The Lotholder shall ensure that:

(a) all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;

(b) all work is undertaken by qualified tradespeople in a proper and workmanlike manner;

(c) all work is undertaken only between the hours of 8:00 am and 5:30 pm on Mondays to Saturdays other than public holidays;

(d) adequate precautions have been taken to ensure that all Common Property is fully protected against damage;

(e) any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;

(f) all Common Property areas are left in a clean and tidy condition on the completion of works each day;

(g) all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;

(h) all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions is effected and shall upon request from the Corporation, provide the Corporation with a copy of such insurance policy or cover;

(i) the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;

(j) all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and

(k) where such person proposes to remove and replace the floor covering to the floor of any part of a Lot, and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must install an acoustic underlay, which has been approved by the Corporation, between the floor and the hard floor covering.

17.3 For the purpose of this by-law, "refurbishment, renovation, alterations or additions" in relation to a Lot shall, without limiting their generality, include the following:

(a) the erection, alteration, demolition or removal of a building or structure;

(b) the alteration of the external appearance of a building or structure;

(c) the removal of or addition to any structural or Common Property brick or any structural or Common Property concrete wall or slab construction;

(d) the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of the Lot;

(e) the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of the Lot; and

(f) alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.

17.4 Save and except for any refurbishment, renovation, alterations or additions expressly authorised pursuant to by-law 15 or by-law 17 hereof and performed or carried out in accordance with by-law 17.3, a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Corporation.

18. Moving Articles to and from Lots

The Lotholder or Occupier of a Lot shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

18.1 goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation;

18.2 goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;

18.3 the approvalof the Corporation referred to in by-laws 19.1 and 19.2 must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Community Lot. Approval is to be sought by contacting the Corporation's representative Community as otherwise notified by the Corporation in writing;

18.4 delivery or movement of goods and/or furniture to and from a Community Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays;

18.5 delivery or movement of goods and/or furniture to and from a Community Lot is not permitted on Sundays or public holidays;

18.6 the times outlined in by-law 19.4 are subject to the availability of a suitable lift designated by the Corporation;

18.7 only the designated lift fitted with protective covers may be used to move goods and/or furniture;

18.8 delivery or movement of goods and/or furniture is not permitted through the main entry or foyer of the Building;

18.9 goods and/or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder and the Occupier;

18.10 the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the lift, entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;

18.11 care must be taken to ensure that any fire sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;

18.12 moving trucks are permitted to park in the loading zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture. The loading zone shall be reserved for the Lotholder or Occupier upon request (subject to availability);

18.13 if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation prior to the date of engagement. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;

18.14 the Lotholder or Occupier must advise the removalist of the following requirements:

(a) the removalist must advise the reception staff of its arrival on such contact number as shall be made available or as otherwise directed by the Corporation prior to commencing delivery or movement of goods and/or furniture;

(b) vehicles must be parked in the loading zone designated by the Corporation and must not block any road way; and

(c) furniture or goods must not be stacked or placed against the lift doors, in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;

(d) where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;

(e) the lift, entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;

(f) care must be taken to ensure that any fire sprinkler heads are not struck by any object; and

(g) nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

19. Pets and Animals

19.1 A Lotholder or Occupier may keep up to one small household animals in his or her Lot without the consent of the Corporation provided always that the Lotholder or Occupier must:

(a) do all things as is reasonably necessary to care and provide for the animal;

(b) keep the animal under control at all times and minimise any noise made by the animal; and

(c) must comply with all statutory requirements and regulations in respect of the animal.

19.2 A Lotholder or Occupier must not keep any animal in his or her Lot (other than an animal which is permitted by the Act or by-law 19.1) unless the written consent of the Corporation has been obtained.

19.3 If any animal causes a nuisance, the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.

19.4 A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.

19.5 Nothing in this by-law shall:

(a) prevent or prohibit a Lotholder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lotholder or Occupier in respect of that disability; nor

(b) prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability,

19.6 Nothing in this by-law shall permit a Lotholder or Occupier to keep an animal in his or her Lot which is a "guard dog" or a "prescribed dog" pursuant to the *Dog & Cat Management Act 1995* (SA) (as may be amended from time to time).

19.7 For the purposes of this by-law:

(a) **assistance animal** has the same meaning as in the *Equal Opportunity Act 1984* (SA);

(b) **relevant animal** means an assistance animal and a therapeutic animal;

(c) **small household animal** shall mean and include (but is not limited to) household dogs and cats (of such breed which is unlikely to exceed 15kg once fully grown), household birds, fish and reptiles; and

(d) **therapeutic animal** has the same meaning as in section 88A of the *Equal Opportunity Act 1984* (SA).

20. Leasing

Where a Lotholder leases a Lot, the Lotholder must inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease. A Lotholder must not lease his or her Lot for commercial purposes and must, at its own cost and expense, effect all insurance policies as may be reasonably required as a result of the Lotholder leasing the Lot.

21. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, any change in address of a Lotholder or any change in the occupancy of the Lot.

22. Sale of Lot

A person bound by these by-laws:

22.1 shall ensure that, in the event that a Lot is to be sold by auction, that the auction must take place outside the Community Parcel or wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;

22.2 must not display or permit any signs advertising the sale of the Lot to be placed onor in the Community Parcel; and

22.3 must not interfere with or compromise the security system of the buildingwhen conducting an open inspection of the Lot.

23. Right to enter a Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right between 9am and 5pm on any business day and upon giving the Lotholder or the Occupier not less than seven (7) days notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

23.1 to inspect a Lot;

23.2 to carry out maintenance repairs or work; and

to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

24. Observance of By-laws

24.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.

24.2 A Lotholder or Occupier shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event ofhis or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

24.3 The Lotholder of a lot which is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lotholder shall take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:

24.4.1 ensure that it shall be a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;

24.4.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease, licence or other agreement shall be in writing that a copy of these by-laws is annexed thereto; and

24.4.3 provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

25. Indemnity and Release

A person bound by these by-laws shall:

25.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses for which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation; and

25.2 occupy, use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

26. Corporation may make Rules

The Corporation or the Body Corporate Manager may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and his or her tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

27. Removal of Persons

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

28. Letting Services

The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or licence such letting service business to any third party at its discretion).

29. Window Coverings

29.1 A Lotholder or Occupier may install window furnishings to the interior of anywindows in accordance with any one of the following two (2) specifications without the need to obtain the consent of the Corporation:

(a) Sunscreen Roller Blind

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.

(b) Blackout Roller Blinds

Manual, chain operated or motorised in the same or similar colour as the window coverings installed in its Lot by the Developer.

29.2 Window treatments which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed withoutsuch consent must be removed immediately upon demand by the Corporation to doso.

30. Lease of Common Property

Subject to the provisions of the Act, the Corporation may grant a lease, licence or permit of a portion of, or grant or extinguish easements, easements of support, rights of way, encumbrances or the like, and enter into management agreements or other agreements over the Common Property on such terms and conditions as the Corporation deems appropriate in favour of one or more Lotholders, Occupiers, telecommunication companies (including without limitation for mobile phone or other telecommunications towers, equipment and facilities and the like) or other businesses and members of the public including without limitation other occupiers of the Proposed Apartment Site.

31. Lease of Community Lot

31.1 Subject to the provisions of the Act, the Corporation may take a lease, or licence of the whole of or a portion of any Community Lot (**Leased Lot**) for the purposes of providing services or facilities or any other function as may be deemed appropriate by the Community Corporation for the use, enjoyment or benefit of the Lotholders, Occupiers and visitors and on such terms and conditions as the Corporation deems appropriate.

31.2 Leased Lot(s) will be deemed to form part of the Common Property for the term of the relevant lease and any renewed term or period of holding over and these by-laws apply to the Leased Lot(s) as though the Leased Lot(s) formed part of the Common Property.

31.3 The Corporation must comply with all terms and conditions of any relevant lease and the Corporation may make such rules as it considers appropriate in relation to the use of the Leased Lot(s), subject to the relevant lease.

31.4 The Corporation will be liable for the management, maintenance and operation of the Leased Lot(s) and any expenses, fees, costs and charges in relation to the Leased Lot(s) (including but not limited to rent and outgoings payable to the owner of the Lot and expenses, fees, costs and charges in relation to the management, maintenance and operation of the Leased Lot(s)) will be recovered from the owners of the Lots as contributions pursuant to the Act.

PART 6 – GENERAL

32. Insurance

32.1 Each Lotholder must effect their own third party property, bodily injury and public risk insurance on the Lot extending to cover any person occupying the Lotholder's Lot.

32.2 The policy of insurance to be effected by each Lotholder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of $10,000,000 in respect of any one accidentor event which sum shall be increased as reasonably directed by the Corporation or the Body Corporate Manager from time to time.

32.3 Each Lotholder must supply the Corporation with proof of insurance by providing a copy of the Lotholder's current receipted insurance schedule or policy on request.

32.4 The Corporation shall effect such insurance of the Common Property as is required under the Act including:

(a) building and other improvements on the Common Property for their full replacement value; and

(b) public liability in the sum of no less than $20,000,000.00 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Body Corporate Manager from time to time.

32.5 The Corporation shall also effect insurance for all buildings and/or improvements within the Community Parcel for their full reinstatement value.

32.6 Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.

32.7 Each Lotholder must not permit any of their invitees to do anything that may prejudice, void or increase any premium payable under insurance effected by the Corporation.

32.8 The Corporation will ensure that sufficient funds are obtained for the contributions payable by the Lotholders to enable payment of the premium for the policy of insurance effected by the Corporation.

33. Corporation's Rights and Powers – Unpaid Levies

33.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:

(a) the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws; and

(b) any costs that are ordered to be paid by the Lotholder to the Corporation by any court, tribunal or body with authority to order the payment of costs.

33.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any court of competent jurisdiction provided that, in respect of the Corporation and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 33.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.

33.3 If payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date in accordance with the provisions of Section 114 (4) of the Act, the Corporation will apply arrears interest of 15% per annum, calculated daily. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

33.4 If, when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with that other person for the payment of the interest.

33.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.

33.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder, the Corporation may recover the amount spent as a debt in an action in any court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

34. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

35. Sinking Fund

35.1 The Corporation must establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.

35.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.

35.3 The following provision shall apply to any Sinking Fund established under this by-law 35:

(a) the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;

(b) that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and

(c) any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

36. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Body Corporate Manager, or where there is no Body Corporate Manager, the secretary of the Corporation.

37. Security Keys

37.1 The Corporation will determine the number of Security Keys it provides to each Lot free of charge, if any.

37.2 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.

37.3 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must take all reasonable precautions, including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier, to ensure the return of the Security Key to the Lotholder or the Corporation.

37.4 A Lotholder or Occupier in possession of a Security Key must not, without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not disposed of otherwise than by returning it to the Corporation.

37.5 A Lotholder or Occupier must promptly notify the Corporation if a Security Key issued is lost or destroyed.

38. Permits

38.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

38.2 The Corporation shall have the power to grant permits in its absolute discretion (unless any by-laws provide to the contrary) to any Lotholder, Occupier or anyother person in respect of any activity in or on the Community Parcel.

38.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

38.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.

38.5 A permit holder shall comply with each and every condition of the permit. Eachevent which is a breach of the permit shall constitute a separate offence under these by-laws.

38.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

38.7 Subject to the terms of the permit, the Corporation maycancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

39. Provision of amenities or services

39.1 The Corporation mayby Ordinary Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or Occupiers of one or more of the Lots or to the Corporation:

(a) cleaning;

(b) garbage disposal and recycling services;

(c) security services;

(d) communications;

(e) telecommunication services (for example, cable television);

(f) technology; and

(g) intranet and internet services.

39.2 If the Corporation makes a Ordinary Resolution referred to in by-law 40.1 to provide a service or amenity to a Lot or to the owner or Occupier of a Lot or to the Corporation, it must indicate in the Ordinary Resolution the amount for which, or the conditions which, it will provide the service or amenity.

40. Elevators

Without limiting the provisions of by-law 18, elevators installed within the Building must be used only in accordance with the size and weight specifications displayed on the elevator walls by the manufacturer and no Occupier, owner or visitor to the Building may use such elevator contrary to those specifications.

41. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. The maximum penalty for the breach of any of these by-laws is $500.00 or such other maximum amount as may from time to time be provided for by Section 34(3)(e) of the Act.

42. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

43. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

44. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if sent by email to the email address of the Lotholder as advised by that Lotholder in writing or hand delivered or sent by prepaid post to the address of the Lotholder as advised by that Lotholder in writing and shall be deemed to be sufficiently given:

(a) in the case of email on the date of transmission by the sender provided that the sender shall not receive a message indicating non receipt of the email;

(b) in the case of hand delivery on the date of delivery; or

(c) in the case of prepaid post two (2) business days after being sent by prepaid post.

In the event that the Lotholder has not provided an email or postal address to the Corporation, then notice shall be deemed to be sufficient given if left on the Lot addressed to the Lotholder.

45. Voting at General Meetings by Lotholders

Subject to the Act, each Lotholder holds 1 vote on any matter arising for decision at a general meeting of the Corporation.

*FORM LF1 (Version 2)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **LF 13253129**

11:39 12-Feb-2020
2 of 3

SERIES NO	PREFIX
2	LF

AGENT CODE

LODGED BY: RULIP

CORRECTION TO: RULIP

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1.....

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PICK-UP NO.	
CP	

CORRECTION	PASSED
	MM

FILED 14/2/2020

Mark Mitchell PRO

REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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SCHEME DESCRIPTION
Development No. 473/C043/19/001

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

COMMUNITY PLAN NO. 42031

FOR

Kelso Apartments

89 Buchanan Drive, Woodforde, SA 5072

Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.

.....

Rui Li, Registered Conveyancer of 109A Archer Street North Adelaide SA 5006

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COMMUNITY SCHEME DESCRIPTION
COMMUNITY PLAN NO. 42031

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1. Definitions/Interpretation

In this Scheme Description:

1.1 A term which is defined by the Act has the definition given to it in the Act;

1.2 **Act** means the *Community Titles Act 1996*;

1.3 **Building** means the five (5) level building comprising apartments together with any associated balconies, car courtyards and common property;

1.4 **Common Property** means the Common Property created by the Community Plan;

1.5 **Community Parcel** means the whole of the land comprised in the Community Plan;

1.6 **Community Plan** means Community Plan No. 42031;

1.7 **Corporation** means Community Corporation No. 42031 Incorporated;

1.8 **Developer** means Woodforde JV Pty Ltd ACN 602 117 877 and includes any related body corporate (as defined by the Corporations Act 2001) of the foregoing entity that is or becomes involved in the Development and/or the Project, as the case may be;

1.9 **Development** means the development of Community Lots in accordance with clause 5 of this Scheme Description and development of the Common Property in accordance with clause 6 of this Scheme Description;

1.10 **Development Approval** means the approval as amended or varied from time to time granted under the *Development Act 1993* by Adelaide Hills Council as the relevant development authority pursuant to Development No. 473/C043/19/001;

1.11 **Lot** means a lot comprised in the Community Plan;

1.12 **Lotholder** means the owner of a Lot from time to time;

1.13 **Lot Subsidiary** has the meaning given to it in the Act;

1.14 **Occupier** of a Lot includes, if a Lot is unoccupied, the owner of the Lot;

1.15 singular includes plural and plural includes singular; and headings do not affect interpretation

1.16 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them and a reference to an instrument includes any variation or replacement of it; and

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1.17 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.

2. Identification of the Community Parcel, Community Lots and Common Property

2.1 The Community Parcel and the Community Lots and Common Property into which the parcel is to be divided the whole of the land contained in Certificate of Title Volume 6207 Folio 86 being the property located at 89 Buchanan Drive Woodforde South Australia and known as "Kelso".

2.2 The community plan is a plan to divide the Community Parcel into 46 community lots (**Community Lots**) comprising residential premises, Common Property and Lot Subsidiaries including but not limited to car parking spaces and storage areas.

2.3 There are no development lots.

3. Purposes for which the Community Lots and Common Property may be used

3.1 The Community Lots shall be used for residential purposes and storage and car parking associated with residential use.

3.2 The Common Property is intended to be used for the purpose of providing:

(a) access to the Community Lots and lot subsidiaries including entrance areas, walkways, ramps, driveways, passages and stairways;

(b) lobby;

(c) elevators and elevator shafts;

(d) loading facilities;

(e) garbage disposal and recycled green waste facilities;

(f) storage areas and mail boxes;

(g) car parks;

(h) pump rooms;

(i) fire control;

(j) airlocks and ducts;

(k) communications rooms;

(l) service infrastructure;

(m) signage;

(n) service areas including a storm water interceptor system;

(o) services including meter reading, repairs and maintenance;

(p) common landscaped areas; and

(q) for other uses approved by the Corporation from time to time.

4. Standard of Buildings and Other Improvements

4.1 For the standard of buildings and other improvements to be erected or made by the Developer, refer to clauses 5 and 6 of this Scheme Description.

4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Community Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

5. Development of Community Lots

5.1 The Developer has developed a five (5) level building on the Community Parcel and developed the Common Property in accordance with the Development Approval.

5.2 The standard of the work performed and the materials used on the Community Lots is of a fair average standard or such higher standard as the Developer, in its absolute discretion, has determined.

6. Development of the Common Property

6.1 It is intended that the Common Property will be comprised of any one or more of the following:

(a) the external structures of the Building constructed on the Community Parcel;

(b) walkways, stairways, driveways, pathways, passages, mail boxes, visitor carparks, storage areas, fire protection room, w/c facilities and entrance areas for access to the Community Lots and lot subsidiaries;

(c) elevators and elevator shafts;

(d) garbage disposal and recycled green waste facilities and other waste facilities;

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(e) a stormwater interceptor system and pump out system;

(f) sewer pumps;

(g) signage;

(h) hot water system(s);

(i) storage areas including but not limited to storage for services, plant and equipment;

(j) transformer vault room area in the basement and associated areas on the ground floor for electricity supply purposes;

(k) communications room area on the ground floor;

(l) main switchboard area on the ground floor;

(m) pump room area on the ground floor;

(n) lobby area on the ground floor;

(o) common landscape areas;

(p) provision for service infrastructure including but not limited to fire hydrant, fire stairs, fire booster cabinet and water meter; and

(q) lighting on the Common Property.

6.2 The Developer has constructed the improvements referred to in clause 6.1 on the Common Property and in accordance with the Development Approval.

6.3 The standard of the work to be performed and the materials used on the Common Property are of a fair average standard or such higher standard as the Developer, in its absolute discretion, has determined.

6.4 The Developer shall be under no obligation to further develop the Lots or Common Property since the Development has been substantially completed.

7. Fire Safety

Without limiting any other provision herein, any improvements constructed on the Community Parcel must be constructed in accordance with any fire safety requirements and contain such fire safety equipment and systems may be imposed any Australian Standard, the Building Code of Australia or by the Adelaide Hills Council from time to time and the Developer and the Corporation must:

7.1 Having regard to the nature and size of such fire safety systems and equipment, ensure that any fire safety systems and equipment are located in or on such parts of the Community Parcel as to make them easily and readily accessible at all times for the purposes of maintenance and extinguishing fires; and

7.2 Not cause, allow or permit any obstacles, furniture items, fixtures, fittings, rubbish, debris or physical item of any kind to obstruct, block or otherwise interfere with access to any fire safety systems and equipment located in or on the Community Parcel.

8. Conditions of Development Imposed Pursuant to the Development Act 1993

The division of the Community Parcel and construction of the building are subject to conditions imposed by the relevant development authority pursuant to the Development Approval.

These conditions are annexed.

9. Other Important Features of this Scheme

9.1 Telecommunications Leases

A portion of the roof may be leased to:

(a) telecommunications service providers for the erection, maintenance and operation of mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes; and/or

(b) owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating communications equipment, telecommunications equipment and/or television receiving devices that the Lotholder and/or occupier may require.

9.2 General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Community Lots.

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9.3 Landscaping

The landscaping within the common property shall be maintained and nurtured at all times with any diseased or dying plants to be replaced in the next planting season.

9.4 Air conditioning Units

Air conditioning units are proposed to be located on certain sections of the balcony/terrace of each Lot.

10. Apportionment of contributions

Any costs imposed by the Corporation which are attributable to or in respect of services, parts or facilities of the Common Property that are not for the benefit of or used by all Lots, but are used exclusively for the benefit of particular owners or occupiers of Lots shall be imposed on the owners or levied upon the Lots that have the use or benefit of those particular services, parts or facilities of the Common Property in such proportions as the Corporation shall determine (acting reasonably).

11. Other Information Required by the Regulations to the Community Titles Act 1996

No other information is required by the regulations.

Terms of Instrument
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SCHEME DESCRIPTION
Development No. 473/C043/19/001

Endorsement by Relevant Development Authority

Adelaide Hills Council hereby endorses this Scheme Description in accordance with section 14(4)(d) of the *Community Titles Act 1996*.

1. All the consents or approvals required under the *Development Act 1993* in relation to the division of the land (and a change in use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division have been granted.

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the *Development Act 1993* in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by Adelaide Hills Council.

Signed ..... { Deryn Atkinson
Witness ..... Manager Development Services

Date 11 February 2020

MY PO-RG

Terms of Instrument
not checked by Lands Titles Office

Annexure A – Land Division (Community Title) Approval Development No. 473/C043/19/001

South Australia - Regulation 42 under the Development Act, 1993
Schedule 11

DECISION NOTIFICATION FORM

Development Number

FOR DEVELOPMENT APPLICATION LODGED 26 November 2019

19/C43/473

Council Reference Number
19/977

To:-	ASSESSMENT NO
Woodforde JV Pty Ltd C/- Alexander Symonds Pty Ltd PO Box 1000 KENT TOWN DC SA 5071	3055 VALUER GENERAL NUMBER 0309305080

LOCATION OF PROPOSED DEVELOPMENT

Address: **Buchanan Drive, Woodforde SA 5072**
Lot:162 Sec: P626 DP:118442 CT:6207/86

Nature of Proposed Development: **Community Division (1 into 46)**

From **ADELAIDE HILLS COUNCIL**

In respect of this proposed development you are informed that:-

Nature of Decision	Consent Granted	No of Conditions	Not Applicable
Development Plan Consent	22 January 2020	2	
Land Division	22 January 2020	Council- 1 SCAP- 1	
DEVELOPMENT APPROVAL	22 January 2020	4	

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the following pages.

Date of Decision:- 22 January 2020

Adelaide Hills COUNCIL

Sam Clements
Team Leader Statutory Planning

Date:- 22 January 2020

Sheets Attached.

Expiry date:- 22 January 2023

NOTES FOR APPLICANT

Right of Appeal

An Applicant may have a right of appeal if this notification is:

- a refusal (appeal rights do not apply to applicants for non-complying forms of development)
- a consent, conditions of consent

Such an appeal must be lodged within two months of the date of this decision or such longer time as the Environment, Resources and Development Court allows.

For assistance in the cost and lodgement of an appeal it is suggested you contact the Court - Sir Samuel Way Building, Victoria Square, Adelaide, or via (08) 8204 0300.

If your application was the subject of third party representations, any consent, or consent subject to conditions shall not operate until fifteen (15) days from the date of the decision made on the application. If there is an appeal by a third party, any consent or consent subject to conditions shall not operate until determination of the appeal. Fifteen (15) days from the date of the decision on your application, contact the Environment, Resources and Development Court to find out if there has been an appeal lodged.

Development Plan Consent and Land Division Consent

The State Planning system is currently in the process of significant planning reforms. As of 1 July 2020 all Metropolitan Council's will be transferred to the Planning and Design Code under the *Planning, Development and Infrastructure Act 2016*. The Planning and Design Code will replace all current Development Plans. Therefore, some landowners may see shifts in the principles governing development in their area.

If this is a consent or consent with conditions, you must apply for Land Division Consent within twelve (12) months of the date of this notification unless this period has been extended by the Council or State Commission Assessment Panel (SCAP).

Should Development Approval not be achieved within this timeframe, your consent will lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1st July 2020, your request will be subject to the transitional provisions of the *Planning, Development and Infrastructure Act 2016* and an extension is not guaranteed.

Development Approval

If this is a Land Division Development Approval it is valid for a period of three (3) years commencing from the date of the decision notification. Should these timeframes not be achieved, your Approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1st July 2020, your request will be subject to the transitional provisions of the *Planning, Development and Infrastructure Act 2016* and an extension is not guaranteed.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms

Allotment Boundaries

If the development herein approved involves work on the boundary the onus of ensuring development is in the approved position on the correct allotment is the responsibility of the land owner/applicant. This may necessitate a survey being carried out by a licensed land surveyor prior to the work commencing.

Protection of Council Infrastructure

Your co-operation is sought in ensuring that the street, road, kerb, gutter, street trees and footway are protected from damage during delivery of any building materials to the site. Re-instatement costs can be recovered by the Council from the owner in addition to a penalty imposed by a court, if damage is caused. Any changes to existing entrance-ways must be approved by Council prior to any work being done.

SA Water and SA Power Networks

SA Water and SA Power Networks should be notified of all proposed additions and alterations to existing buildings in sewered and power provided areas. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages. SA Power Networks should also be advised of any proposals to erect signs awnings, temporary scaffolding or other structures near overheard electricity services and street mains. Contact SA Power Networks on 131261 or www.sapowernetworks.com.au. Contact SA Water on 1300 650 950 or www.sawater.com.au.

Warnings

- This consent does not imply compliance with any other legislation. It is the responsibility of the applicant and the person undertaking building work to ensure any other required approval or authorisation is obtained before commencing the development and to ensure compliance with that approval or authorisation.
- Before excavation work commences contact Dial Before you Dig (Dial 1100) for information on underground services.

Adelaide Hills COUNCIL

Adelaide Hills Council

1. DEVELOPMENT PLAN CONSENT CONDITIONS 19/977/473 - 19/C43/473

1. **Development In Accordance With The Plans**
The development herein approved shall be undertaken in accordance with the following plans, details and written submissions accompanying the application, unless varied by a separate condition:

- Amended community division plans (site plan and each floor level) prepared by Alexander Symonds dated 18 December 2019, uploaded 17 Jan 2020

REASON: To ensure the proposed development is undertaken in accordance with the approved plans.

2. **Car park Allocation**
As depicted on the approved plans, each allotment shall be allocated one car parking space, excluding lot 301 which is to be allocated two car parking spaces.

REASON: To ensure the development is undertaken in accordance with the approved plan and ensure the provision of adequate on-site car parking.

2. DEVELOPMENT PLAN CONSENT NOTES 19/977/473 - 19/C43/473

1. **Land Division Development Approval Expiry**
This development approval is valid for a period of three (3) years from the date of the decision notification. This time period may be further extended beyond the 3 year period by written request to, and approval by, Council prior to the approval lapsing. Application for an extension is subject to payment of the relevant fee. Please note that in all circumstances a fresh development application will be required if the above conditions cannot be met within the respective time frames.

1. LAND DIVISION CONDITIONS 19/977/473 - 19/C43/473

COUNCIL REQUIREMENTS

1. **Requirement For Endorsement Of Scheme Description By Council**
Prior to Section 51 clearance, an amended scheme description shall be provided to the Council for its endorsement.

REASON: A requirement under Regulation 45 of the Development Regulations 2008.

SCAP REQUIREMENTS

1. **Requirement For Certified Survey Plan**
A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

REASON: Statutory requirement in accordance with Section 51 of the Development Act 1993.

2. LAND DIVISION NOTES 19/977/473 - 19/C43/473

COUNCIL LAND DIVISION NOTES

1. **Property Identifiers**

Adelaide Hills COUNCIL

The property identifiers for these allotments/apartments are now:

G01 – G02 / 89 Buchanan Drive
101 – 112 / 89 Buchanan Drive
201 – 212 / 89 Buchanan Drive
301 – 311 / 89 Buchanan Drive
401 – 409 / 89 Buchanan Drive

SCAP LAND DIVISION NOTES

Adelaide Hills
COUNCIL

E 13613605
Lodged: 15 September 2021 02:36:01 PM
3 OF 4

Form M2
Version 40.2

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 20 September 2021 02:36:36 PM

ENCUMBRANCE

Responsible Subscriber: LIBERTY FINANCIAL (EL - PEXA) (E100472)
Reference: RL - Encumbrance - K

ELN Lodgement Case ID: 206815222
ELN Workspace ID: 6044724

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6234 FOLIO 323

ENCUMBRANCER (Full name and address)

DANIELE LAVERMICOCCA OF 23 BATTLE BVD SEAFORTH NSW 2092

ENCUMBRANCEE (Full name, address and mode of holding)

WOODFORDE JV PTY. LTD. ACN 602117877 OF 254 ANGAS ST ADELAIDE SA 5000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS ($0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 15 SEPTEMBER 2021 FOR A PERIOD OF 9 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 15 SEPTEMBER 2021

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

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

The Certifier has retained the evidence supporting this Registry Instrument or Document.

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

Lauren Kate O'Malley

Practitioner Certifier

For: CONVEYANCING MATTERS

On behalf of: DANIELE LAVERMICOCCA

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

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

The Certifier has retained the evidence supporting this Registry Instrument or Document.

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

Rui Li

Practitioner Certifier

For: ATHENA ENTERPRISES

On behalf of: WOODFORDE JV PTY. LTD.

This is a representation of an instrument that was electronically lodged

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Encumbrance:

Business Day means any day other than a Saturday, Sunday or public holiday in South Australia;

Development Zone means all or any part of the land comprised in Certificate of Title Volume 6182 Folios 966, 967 and 968 or as defined by the Encumbrancee in its absolute discretion;

Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise and where the context requires or permits, Disposal has the same meaning;

Encumbrancee means the party described as such on page 1 of this Encumbrance and includes its successors and permitted assigns;

Encumbrancer means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and the registered proprietor for the time being of the Land;

Land means the land described on page 1 of this Encumbrance;

Practical completion of construction means the date upon which the builder's architect or the certifier or superintendent under the building contract for the residential dwelling certifies that the residential dwelling has been brought to a stage fit for occupation and use notwithstanding any minor omissions or minor defects which do not prevent the residential dwelling being reasonably capable of being occupied and used;

Rent Charge means the rent charge described on page 1 of this Encumbrance; and

Hamilton Hill Design Guidelines means the guidelines (as amended from time to time) published by or on behalf of the Encumbrancee which relate to the building scheme which has been or will be adopted and implemented within the Development Zone.

1.2 Interpretation

In this Encumbrance, unless it is stated to the contrary:

(a) The singular includes the plural and conversely.
(b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
(c) A reference to a person (whether or not a party to this Encumbrance) is a reference to all persons comprising that person jointly and severally and a reference to a right or obligation of that person confers that right, or imposes that obligation, as the case may be, jointly and severally on all person comprising that person.
(d) A reference to a clause is a reference to a clause of this Encumbrance.
(e) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
(f) A reference to an agreement or document (include this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document.
(g) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in visible form.
(h) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing.

(i) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
(j) References to agree, approve or consent are references to agreement, approval or consent (as the case may be) in writing.
(k) A reference to a document (including this Encumbrance) is to the document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other document.
(l) Nothing in this Encumbrance is to be interpreted against a party solely on the ground that the party put forward this Encumbrance or any part of it.
(m) Where the consent or approval of a party to this Encumbrance is required hereunder to any act matter or thing such requirement shall in the absence of any express stipulation to the contrary mean the prior written consent or approval in the absolute discretion of such party and which consent or approval may be provided on such conditions as may be required by such party.
(n) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
(o) A work or term defined in the *Commercial Arbitration Act 1986 (SA)* shall have the same meaning in this Encumbrance.
(p) Headings do not affect the interpretation of this Encumbrance.
(q) Schedules and annexures form part of this Encumbrance.

2. RENT CHARGE

2.1 Payment of Rent Charge

Subject to clause 2.2, the Encumbrancer must pay the Rent Charge to the Encumbrancee on 30 June immediately following the grant of this Encumbrance and on each succeeding 30 June during the term of this Encumbrance.

2.2 Rent Charge not payable unless demanded

The Encumbrancer must only pay the Rent Charge to the Encumbrancee if payment is demanded by the Encumbrancee.

2.3 Encumbrancee's right to injunctive relief and damages

The provisions of this clause 2 do not in any way affect or prejudice the rights of the Encumbrancee to:

(a) seek an injunction preventing or restraining any breach of the covenants in this Encumbrance; and
(b) claim damages for any such breach.

3. SUCCESSORS BOUND BY ENCUMBRANCE

Without detracting in any way from this Encumbrance being binding on the successors of the Encumbrancer, the Encumbrancer must not dispose of the Land to any person unless the Encumbrancer has first procured the grant by that person of an encumbrance:

(a) in the same form and to the same effect as this Encumbrance;
(b) which binds that person;
(c) is for the benefit of the Encumbrancee; and
(d) which is registered on the certificate of title for the Land immediately after the discharge of this Encumbrance.

4. PERMITTED USE

4.1 Hamilton Hill Design Guidelines

The Encumbrancer must not use the Land or permit, cause or allow it to be used for any purpose other than a residential use which is consistent with the Hamilton Hill Design Guidelines.

4.2 Exceptions

Clause 4.1 does not:

(a) apply where the Encumbrancee has given prior written approval to the Encumbrancer to use the Land for a purpose other than as specified in the Hamilton Hill Design Guidelines; or
(b) require the Encumbrancer to change any use of any part of the Land which existed prior to an amendment to the Hamilton Hill Design Guidelines as a result of which that use is no longer permitted.

5. DEVELOPMENT IN ACCORDANCE WITH THE HAMILTON HILL DESIGN GUIDELINES

The Encumbrancer agrees that it will not erect, install, make or carry out, or permit, cause or allow to be erected, installed, made or carried out any:

(a) building, dwelling or structure (including any fence or wall or any nature whatsoever);
(b) external equipment of any nature whatsoever; or
(c) site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway or any rainwater tank),

on the Land or any part thereof except in accordance with plans and a schedule of materials which are:

(d) sufficient to outline the building, dwelling, structure or works;
(e) consistent with the Hamilton Hill Design Guidelines; and
(f) first approved in writing by the Encumbrancee.

PROVIDED THAT the Encumbrancer must not submit building plans and specifications to the Encumbrancee for approval, unless the plans and specifications are accompanied by sufficient information to satisfy the Encumbrancee that the requirements of clauses 5(a), 5(b) and 5(c) will be met and **PROVIDED FURTHER THAT** the Encumbrancee will not unreasonably refuse or withhold any such approval except in circumstances where, in the Encumbrancee's reasonable opinion, the proposed works do not conform with the Hamilton Hill Design Guidelines or where the proposed works are undesirable by reason of the effect that they would have upon the Development Zone including, without limitation, the appearance, health or amenity of the neighbourhood of which the land forms part.

6. NO DELAY

6.1 Commencement and variation of works

(a) The Encumbrancer will not permit, cause or allow any undue delay to occur in submitting building plans and specifications to the Encumbrancee for approval within 12 months from the date of this Encumbrance; and
(b) The Encumbrancer will not permit, cause or allow any undue delay to occur in obtaining approval for its building plans and specification from the Encumbrancee within 12 months from the date of this Encumbrance; and
(c) The Encumbrancer will not permit, cause or allow any undue delay to occur in the commencement of any works approved by the Encumbrancee and will not permit, cause or allow any variation to such work as approved to occur unless pursuant to subsequent written approval of the Encumbrancee issued prior to the commencement of the varied works.

6.2 Completion of building works

Without limiting clause 6.1, the Encumbrancer will not:

(a) permit, cause or allow the Land to remain undeveloped for more than fifteen (15) months from the date of this Encumbrance or such later date as may be advised by the Encumbrancee (**Scheduled Construction Date**), which obligation will be satisfied by the commencement of construction of a residential dwelling on the Land by that date; or

(b) permit, cause or allow practical completion of construction of the residential dwelling to be achieved by any date later than 18 months from the date of commencement of its construction (**Scheduled Practical Completion Date**).

6.3 Completion of Landscaping works

Without limiting clause 6.1, the Encumbrancer will not permit, cause or allow the completion of landscaping works on the Land between the front of the residential dwelling and the adjacent front boundary of the Land to remain incomplete for more than 90 days from the date of practical completion of the residential dwelling.

6.4 Completion of driveway

Without limiting clause 6.1, the Encumbrancer will not permit, cause or allow the completion of driveway on the Land to remain incomplete for more than 90 days from the date of practical completion of the residential dwelling.

6.5 Reinstatement of driveway crossover, verge, footpath and kerb

Without limiting clause 6.1, in the event that the driveway of the residential dwelling or the driveway crossover, verge area, footpath or kerb of any roadway in front of or adjacent to the Land is damaged by the Encumbrancer for any reason whatsoever, the Encumbrancer will be liable, at its own cost and expense, to remedy such damage to the driveway crossover verge footpath and kerb to a standard acceptable by the Encumbrancee and the Encumbrancer acknowledges and agrees that it must remedy such damage in a professional and tradesman like manner and in accordance with all statutory and government approvals.

7. MAINTENANCE

7.1 General maintenance

The Encumbrancer must not allow:

(a) the state of repair of the Land, any building, structure or improvement on the Land or any painted surface; or
(b) the general state of tidiness or cleanliness of the Land or of any building, structure or improvement on the Land; or
(c) the maintenance of the landscaping, paving and car parking areas of the Land,

to fall below a standard that is acceptable to the Encumbrancee.

7.2 Landscaping

Subject to clause 5, the Encumbrancer must not:

(a) permit, cause or allow the maintenance of the landscaping on the land to fall below a standard acceptable to the Encumbrancee and the general standard of landscaping of land within the development zone;
(b) plant or grow or permit, cause or allow to be planted or grown or remain planted or growing on the land any noxious or unlawful tree plan or shrub;
(c) plant or grow or permit, cause or allow to be planted or grown or remain planted or growing on the land any tree plan or shrub which is taller than the highest point of the roof of the dwelling on the Land;
(d) permit, cause or allow the land to become or remain untidy or fall into a state of disrepair;
(e) permit, cause or allow rubbish or weeds to accumulate on the land; or
(f) permit, cause or allow the land to become a fire hazard or a hazard to public health.

7.3 Rubbish bins

The Encumbrancer must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the Land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).

7.4 Act in good faith

The Encumbrancee must act in good faith in determining the standard acceptable to it for the purpose of this clause.

8. FENCING

The Encumbrancer must not:

(a) permit, cause or allow the removal or alteration to any fencing on the Land without the Encumbrancee's approval; or
(b) permit, cause or allow the erection of any fencing on the Land without the Encumbrancee's approval.

9. NOT TO DAMAGE VERGE AREAS, ETC.

The Encumbrancer must not:

(a) permit, cause or allow any damage to occur to:

(i) the kerb of any roadway in front of or adjacent to the Land;
(ii) any part of any verge area between such kerb and the Land, or any footpath, landscaping, irrigation systems, pipes, fittings or public infrastructure including but not limited to services for sewer, water, gas and telephonic located adjacent to the Land; or
(iii) any driveway or driveway crossover between the Land and the roadway;

(b) permit cause or allow any damage of the kinds referred to in clause 9(a) to remain unremedied for more than 28 days.

and the Encumbrancer acknowledges and agrees that rectification of any such damage will be at the cost and expense of the Encumbrancer.

10. PARKING OF VEHICLES

(a) The Encumbrancer must not permit, cause or allow:

(i) the parking of motor vehicles on the Land other than in the driveway on the Land;
(ii) the storage of boats, caravans or trailers or other recreational vehicles are required to be situated away from the public view;
(iii) commercial vehicles to be parked or left unattended on the Land except in a position where the same are not visible from the road frontage to the Land; or
(iv) any vehicle greater than 3 tons in weight to be parked or left unattended on the Land.

(b) In this clause, commercial vehicle means a vehicle between 1 and 3 tons in tare weight intended or designed to carry goods, equipment or passengers in commercial quantities.

11. DEFAULT

11.1 Without prejudice to any other rights, where the Encumbrancer is in default pursuant to clause 6.1 of this Encumbrance:

(a) The Encumbrancee may give the Encumbrancer written notice to remedy the default (**Notice of Default**) by submitting building plans and specifications to the Encumbrancee for approval within **fourteen (14)** days of the date of the Notice of Default;
(b) if the default is not remedied within the specified period in the Notice of Default, the Encumbrancee shall at any time after fourteen (14) days of the date of the Notice of Default have the option of repurchasing from the Encumbrancer the Land at a price equal to the total of ninety five percent (95%) of the price paid for the Land by the Encumbrancer to the Encumbrancee with a settlement date being 44 days after the date of the Notice of Default.

(c) the Encumbrancer shall pay any costs, legal, accounting or otherwise incurred by the Encumbrancee in respect of such a default under this Encumbrance on a full indemnity basis in additional to the associated penalty costs; and

(d) notwithstanding anything herein to the contrary, unless and until the Encumbrancer pays all the costs of the Encumbrancee (as advised by the Encumbrancee), such default is not remedied.

11.2 where the Encumbrancer is in default pursuant to this Encumbrance other than clause 6.1:

(a) the Encumbrancee may give the Encumbrancer written notice requiring the Encumbrancer to remedy the default within **thirty (30)** days of the date of the Notice of Default;

(b) if the default is not remedied within the specified period in the Notice of Default, the Encumbrancee or any of its servants, agents or contractors may enter the Land for the purpose of remedying the associated default without obstruction of any kind whatsoever by the Encumbrancer;

(c) the Encumbrancer shall pay any costs, legal, accounting or otherwise incurred by the Encumbrancee in respect of such a default under this Encumbrance on a full indemnity basis in additional to the associated penalty costs; and

(d) notwithstanding anything herein to the contrary, unless and until the Encumbrancer pays all the costs of the Encumbrancee (as advised by the Encumbrancee), such default is not remedied.

11.3 Completion of construction of the residential dwelling

(a) pursuant to clauses 6.1 and 6.2 of this Encumbrance, where construction of the residential dwelling is not commenced on or before the Scheduled Construction Date the Encumbrancer is in default of this Encumbrance and shall pay to the Encumbrancee a penalty cost.

(b) pursuant to clause 11.3(a), the penalty cost will be calculated daily at the rate of 5% per annum of the purchase price of the Land and will be payable by the Encumbrancer for the period from and including the Scheduled Construction Date until the date immediately preceding the date of commencement of construction of the residential dwelling.

(c) pursuant to clauses 6.1 and 6.2 of this Encumbrance, where the practical completion of construction of the residential dwelling is not achieved on or before the Scheduled Practical Completion Date, the Encumbrancer is in default of this Encumbrance and shall pay to the Encumbrancee a penalty cost.

(d) pursuant to clause 11.3(c), the penalty cost will be calculated daily at the rate 5% per annum of the purchase price of the Land and will be payable by the Encumbrancer for the period commencing on the Construction Date and expiring on the day immediately preceding the date of practical completion of the residential dwelling.

12. CONSENT

Except where otherwise expressly set out in this Encumbrance, the Encumbrancee's consent or approval:

(a) means the Encumbrancee's prior written consent or prior written approval;

(b) may be given or withheld in the absolute discretion of the Encumbrancee; and

(c) if given may be made conditional or unconditional.

13. WAVER AND RELEASE

13.1 The Encumbrancee from time to time in this absolute discretion may waive, vary or release any of the covenants and other stipulations contained or implied in this Encumbrance.

13.2 Encumbrancee may waive any covenant relating to other land within the Development Zone

(a) the Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any memorandum of encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.

(b) no such waiver, variation or release will release the Encumbrancer or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

(c) the Encumbrancer indemnifies and will keep indemnified the Encumbrancee from and against all costs (including legal costs), charges and expenses, including those incurred in connection with advisors, experts and consultants, claims, damages, liability, losses, injury (actual or contingent) suffered or incurred by the Encumbrancer as a result of or relating to any failure by the Encumbrancer to comply with the terms of this Encumbrance.

14. ACKNOWLEDGEMENT OF HAMILTON HILL DESIGN GUIDELINES

14.1 Hamilton Hill Design Guidelines

The Encumbrancer acknowledges for itself and its successors in title that the covenants in this Encumbrance are entered into and undertaken for the purposes of putting into effect the Hamilton Hill Design Guidelines.

14.2 Acknowledgement

The Encumbrancer acknowledges that it has received the Hamilton Hill Design Guidelines prior to the Grant of this Encumbrance.

14.3 Benefit of Covenants of Encumbrance

The Encumbrancer acknowledges for itself and its successors in title that:

(a) This Encumbrance will run with and binds the Land; and

(b) The covenants of this Encumbrance are for the benefit of both the Encumbrancee and for the benefit of every other allotment or lot and the owners of such allotments or lots within the Development Zone.

14.4 The Encumbrancer warrants that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

15. NOTICES

(a) Any notice or demand to be given to made upon the Encumbrancer hereunder may be given or made by posting, electronic mailing or delivering the same in writing signed by an officer or solicitor or agent for and on behalf of the Encumbrancee:

(i) to or at the address of the Encumbrancer appearing on the front page of this Encumbrance; or

(ii) the last known place of abode of the Encumbrancer; or

(iii) the last know email address of the Encumbrancer; or

(iv) if a dwelling has been erected on the Land, by leaving the notice at or attached to the dwelling.

(b) Pursuant to clause 15(a):

(i) any notice served to the Encumbrancee by ordinary mail shall be deemed to have been received 2 business days after the date of posting;
(ii) any notice served to the Encumbrancee by electronic mail shall be deemed to have been received immediately; and
(iii) any notice left at or attached to the dwelling shall be deemed to have been received immediately.

16. READING DOWN AND SEVERANCE

If a provision of this Encumbrance is void or voidable by either party or unenforceable, invalid or illegal but would not be void, voidable, unenforceable, invalid or illegal if it were read down, it will be read down accordingly. If, notwithstanding the foregoing, a provision of this Encumbrance is still void, voidable, unenforceable, invalid or illegal then:

(a) if the provision would not be void or voidable or unenforceable or invalid or illegal if a word or words as the case may be were severed, then that word or words are hereby severed; and
(b) in any other case, the whole provision is hereby severed and the remainder of this Encumbrance has full force and effect.

17. SUNSET CLAUSE

The rights and obligations of the Encumbrancee (but not the Encumbrancer or any person claiming under the Encumbrancer as purchasers of any land in the Development Zone) will cease on the earlier of:

(a) 2 years after practical completion of all dwellings within the final stage of development within the Development Zone (as determined by the Encumbrancee); and
(b) 30 June 2030.

18. Costs

The Encumbrancer shall bear all costs in relation to the preparation, completion and submission of its Development application which may include but not limited to plans, specifications and associated information to the Encumbrancee and the relevant authorities for approval.

19. TRANSFER OF ENCUMBRANCE BY ENCUMBRANCEE

19.1 the Encumbrancer acknowledges and agrees that the Encumbrancee may, at any time and without the consent of the Encumbrancer, transfer its estate and interest as Encumbrancee to this Encumbrance to a third party in accordance with the Real Property Act 1886 (SA).

19.2 The Encumbrancee must notify the Encumbrancer the registration of transfer pursuant to clause 19.1 by no later than 20 business days after registration of the transfer at the Lands Titles Office.

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	WOODFORDE	APPROVED: 09/02/2020	C42031
MAP REF:	6628/42/D	COUNCIL:	ADELAIDE HILLS COUNCIL	DEPOSITED: 14/02/2020	SHEET 1 OF 8
LAST PLAN:	D118442	DEVELOPMENT NO:	473/C043/19/001/57882		70294_text_01_v03_Version_3

AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD
1ST FLOOR 11 KING WILLIAM ST
KENT TOWN SA 5067
PH: 81301666
FAX: 83620099

AGENT CODE: ALSY

REFERENCE: A053514_KLSO-C(E

SURVEYORS CERTIFICATION: I Noel Ralfe Gehren , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
24th day of January 2020 Noel Ralfe Gehren Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6207	86		ALLOTMENT(S)	162	D	118442	ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S)	A(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA

ANNOTATIONS:

C42031

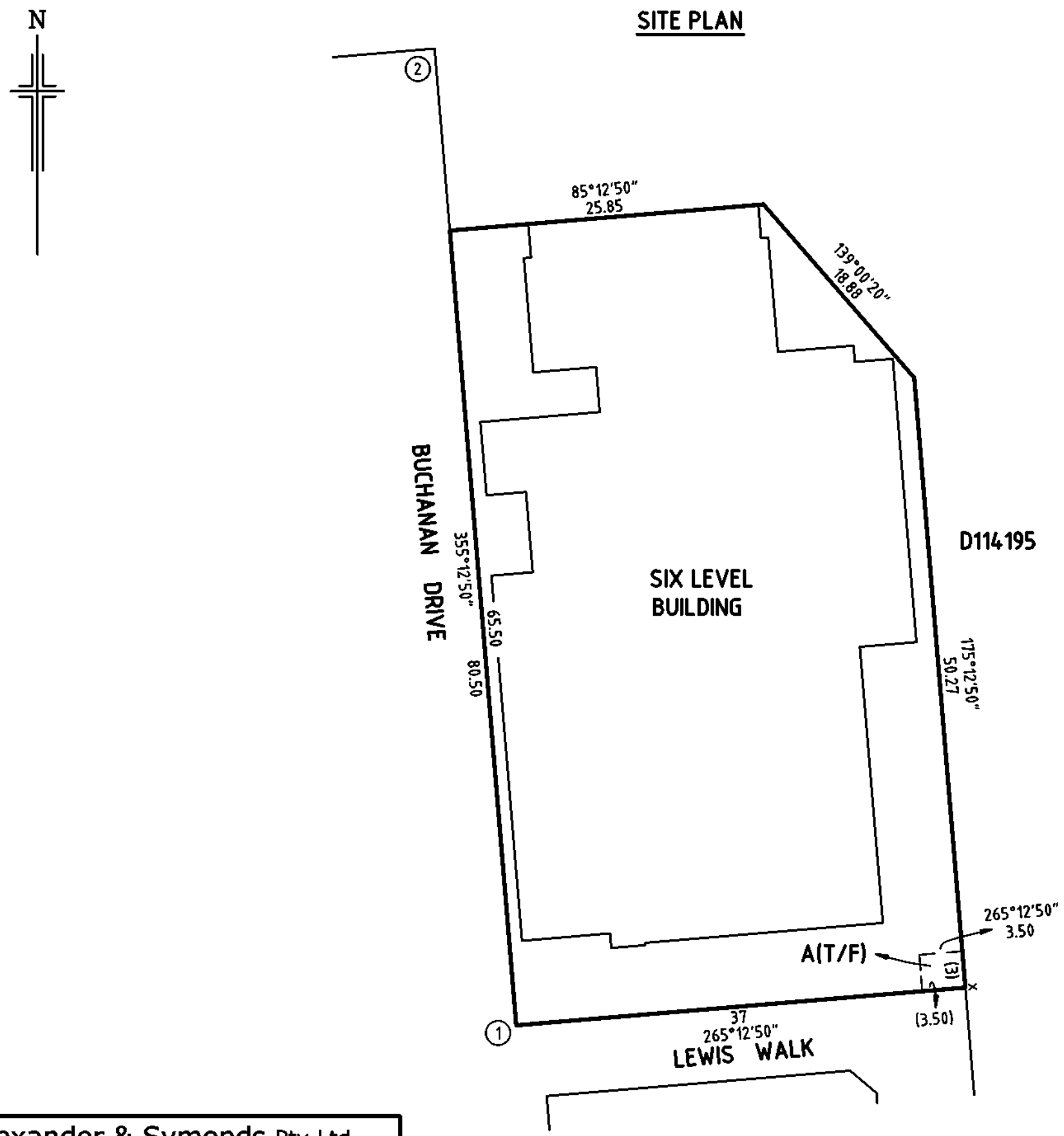
SHEET 2 OF 8

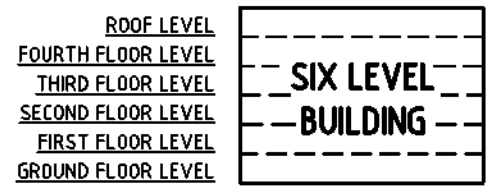
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BEARING DATUM: (1) – (2) 355°12'50"
DERIVATION: D118442 ADOPTED

TOTAL AREA: 2339m²

SITE PLAN





TYPICAL CROSS SECTION

NOT TO SCALE

0 4 8 12 16 20

SCALE METRES

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF LOT SUBSIDIARIES MARKED CARPARK ARE 2.20 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE SLAB UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.20 METRES.

LEGEND	
[2.75]	DENOTES COLUMN
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMN AND LINE PRODUCED
FWP	FACE OF WALL AND LINE PRODUCED
IFW	INSIDE FACE OF WALL
STT	STRAIGHT
FHR	FIRE HOSE REEL
CLFP	CENTRE LINE OF FENCE PRODUCED
W/C	WATER CLOSET

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS TERRACE ARE CENTRE LINE OF BALUSTRADE UNLESS SHOWN OTHERWISE.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE CENTRE LINE OF CHAIN WIRE MESH FENCES UNLESS SHOWN OTHERWISE.

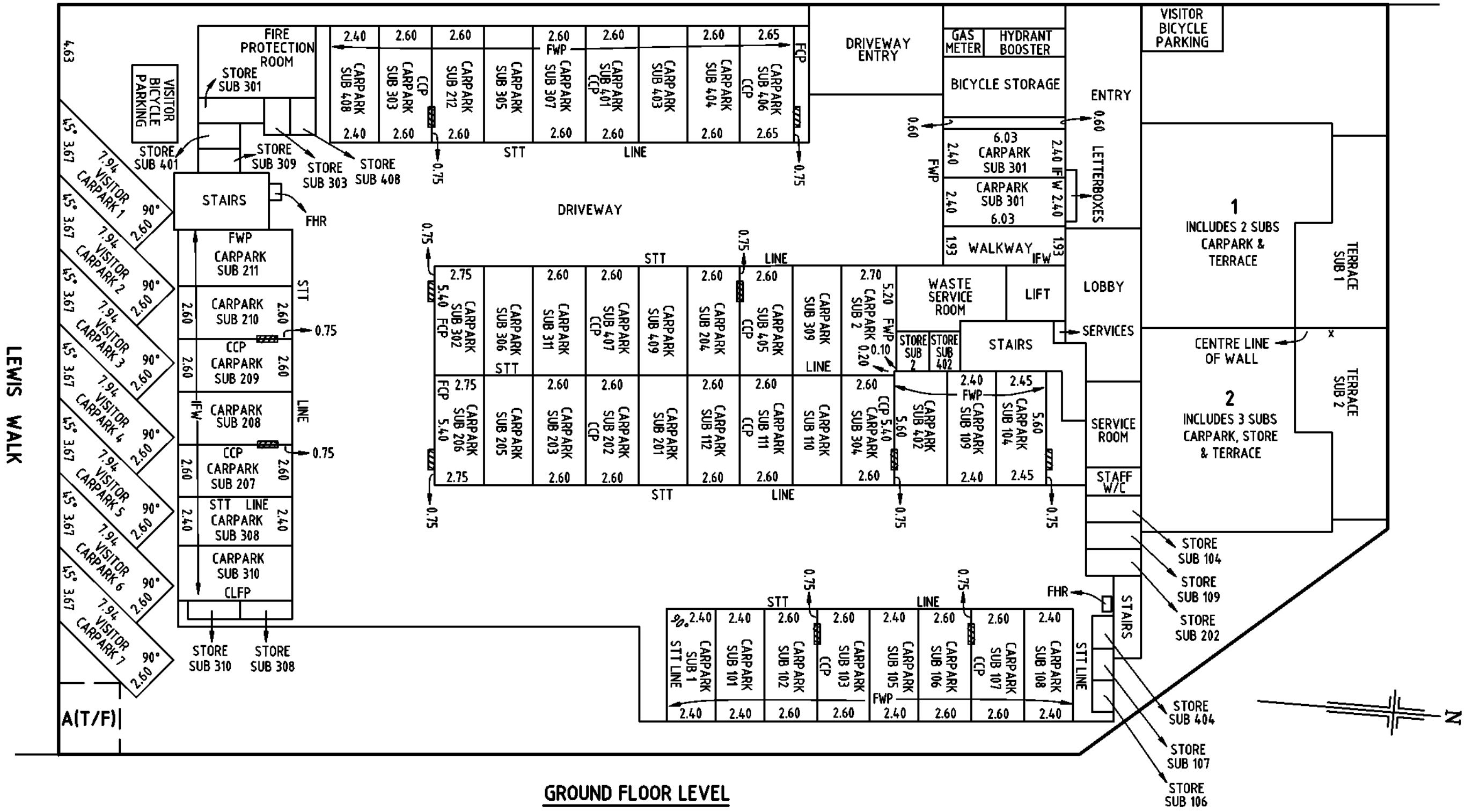
C42031

SHEET 3 OF 8

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0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



GROUND FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE CENTRE LINE OF BALUSTRADE UNLESS SHOWN OTHERWISE.

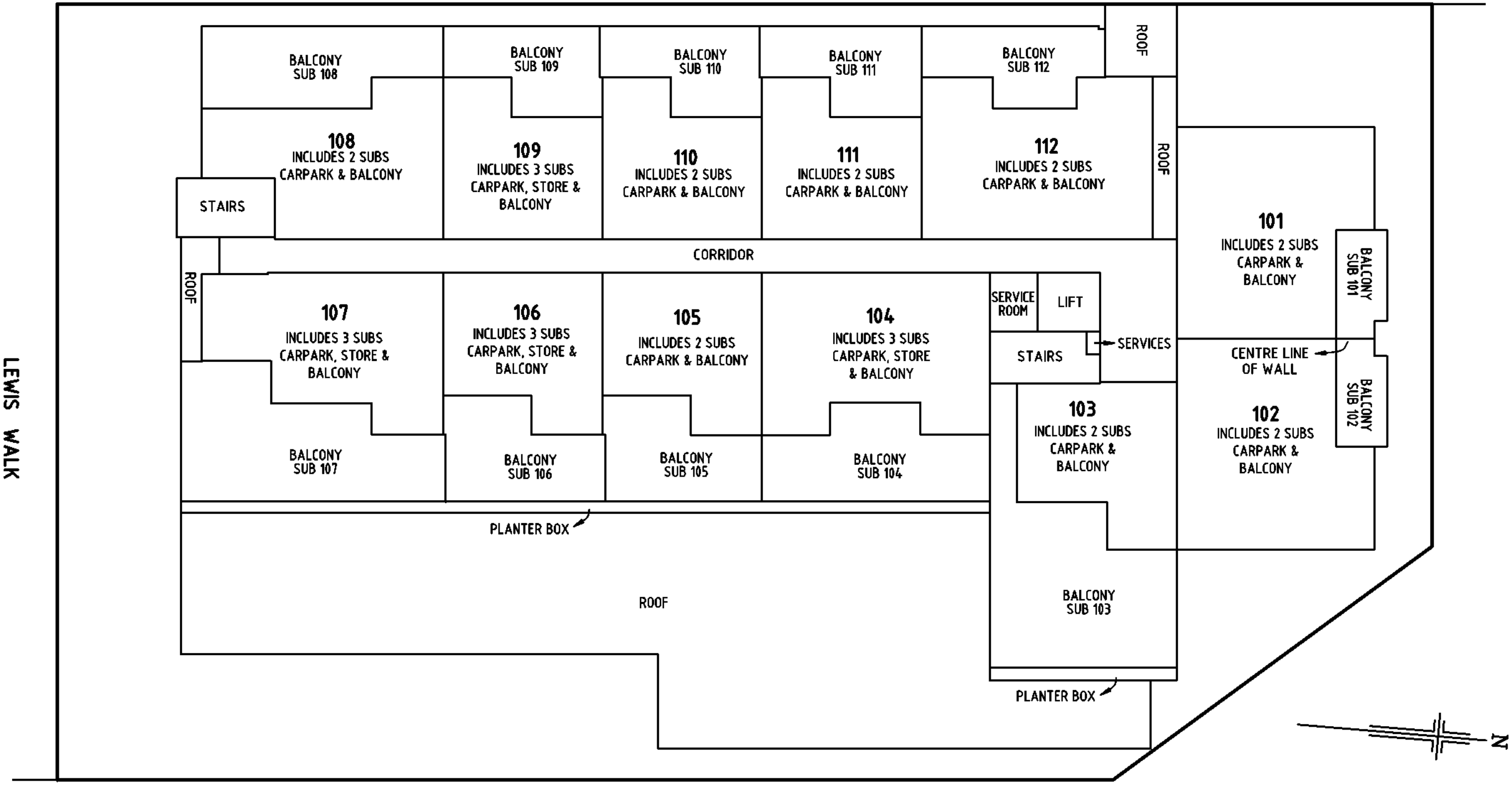
C42031

SHEET 4 OF 8

70294_pland_3_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



FIRST FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

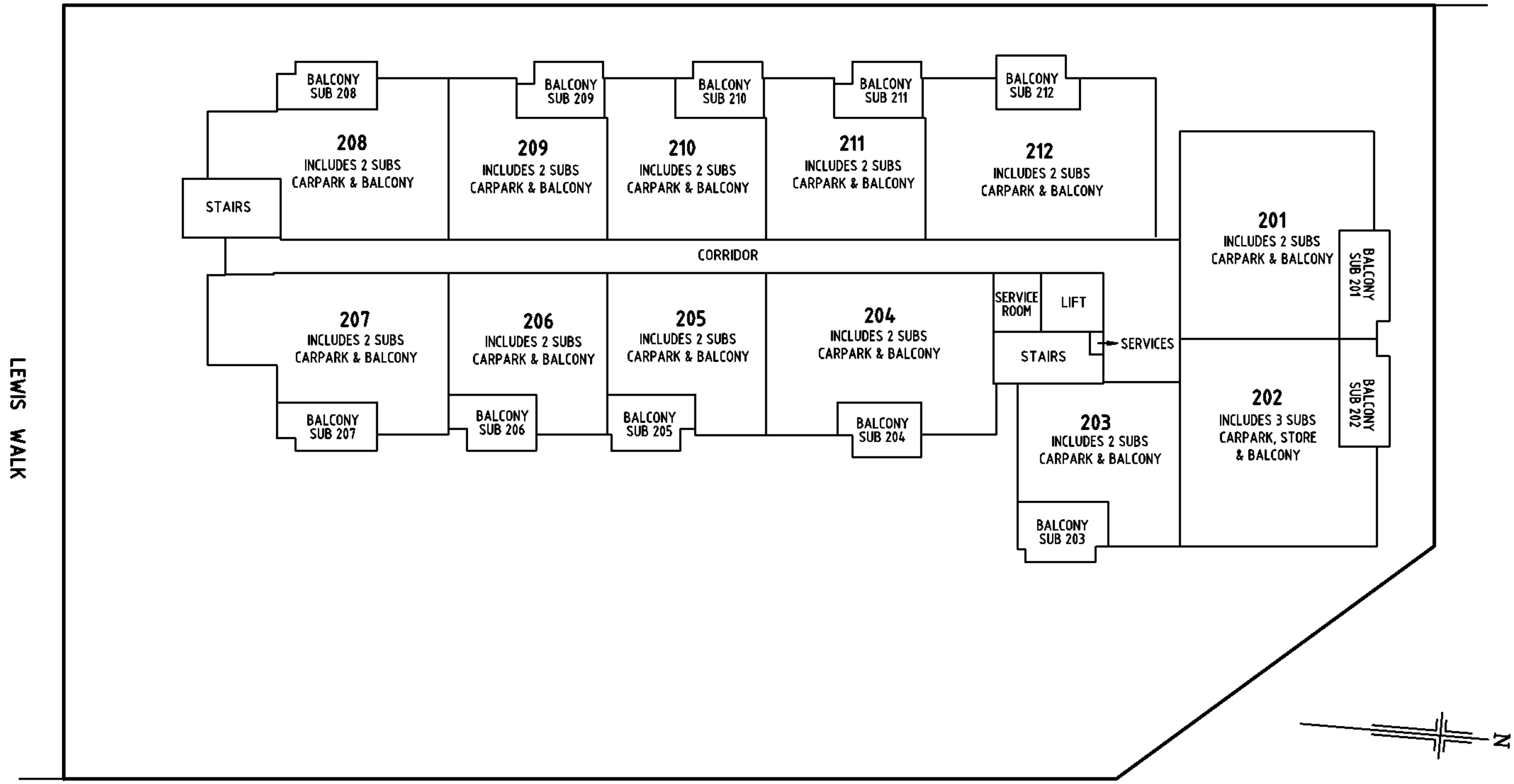
C42031

SHEET 5 OF 8

70294_pland_4_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



SECOND FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

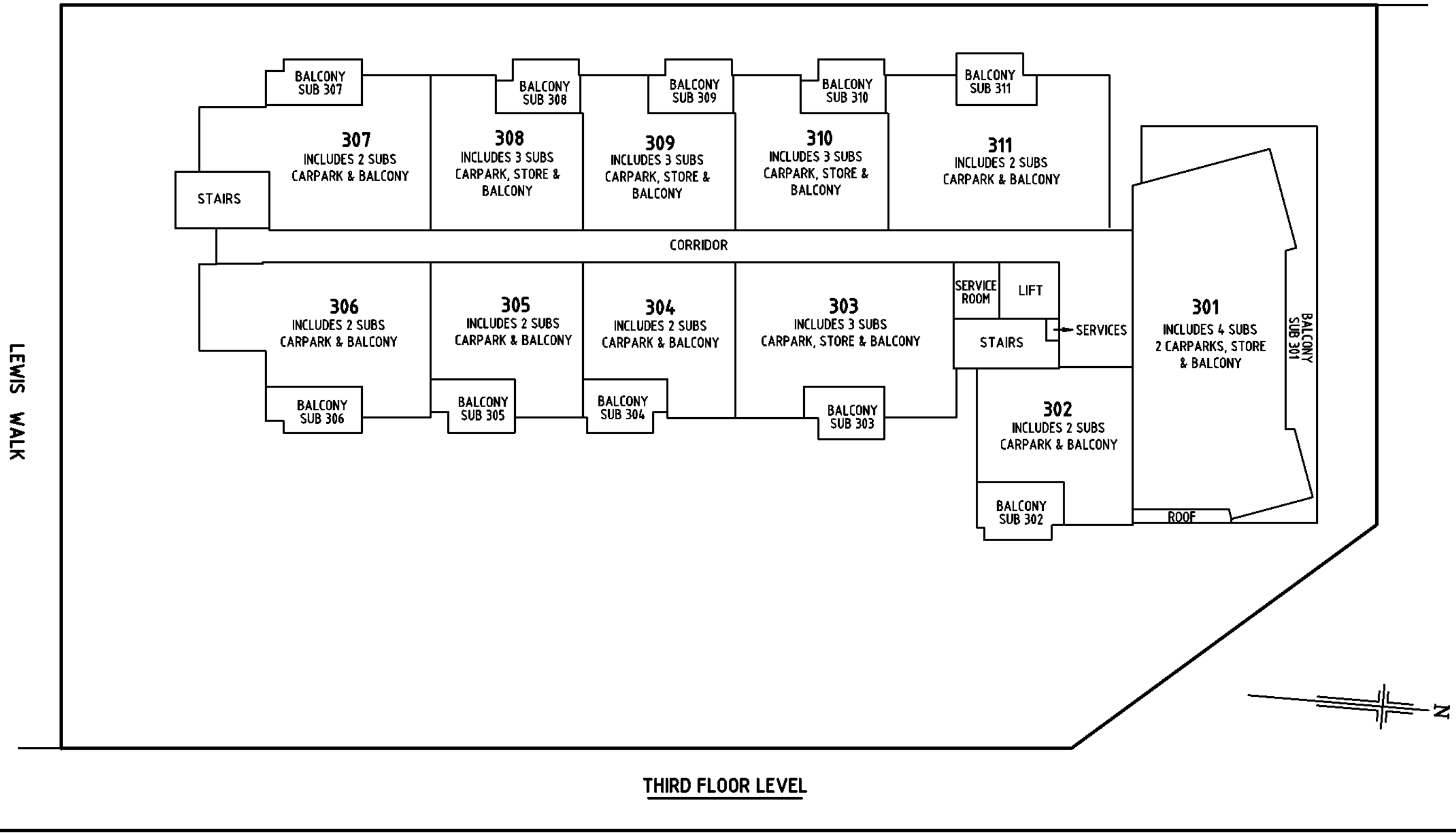
C42031

SHEET 6 OF 8

70294_pland_5_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



THIRD FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

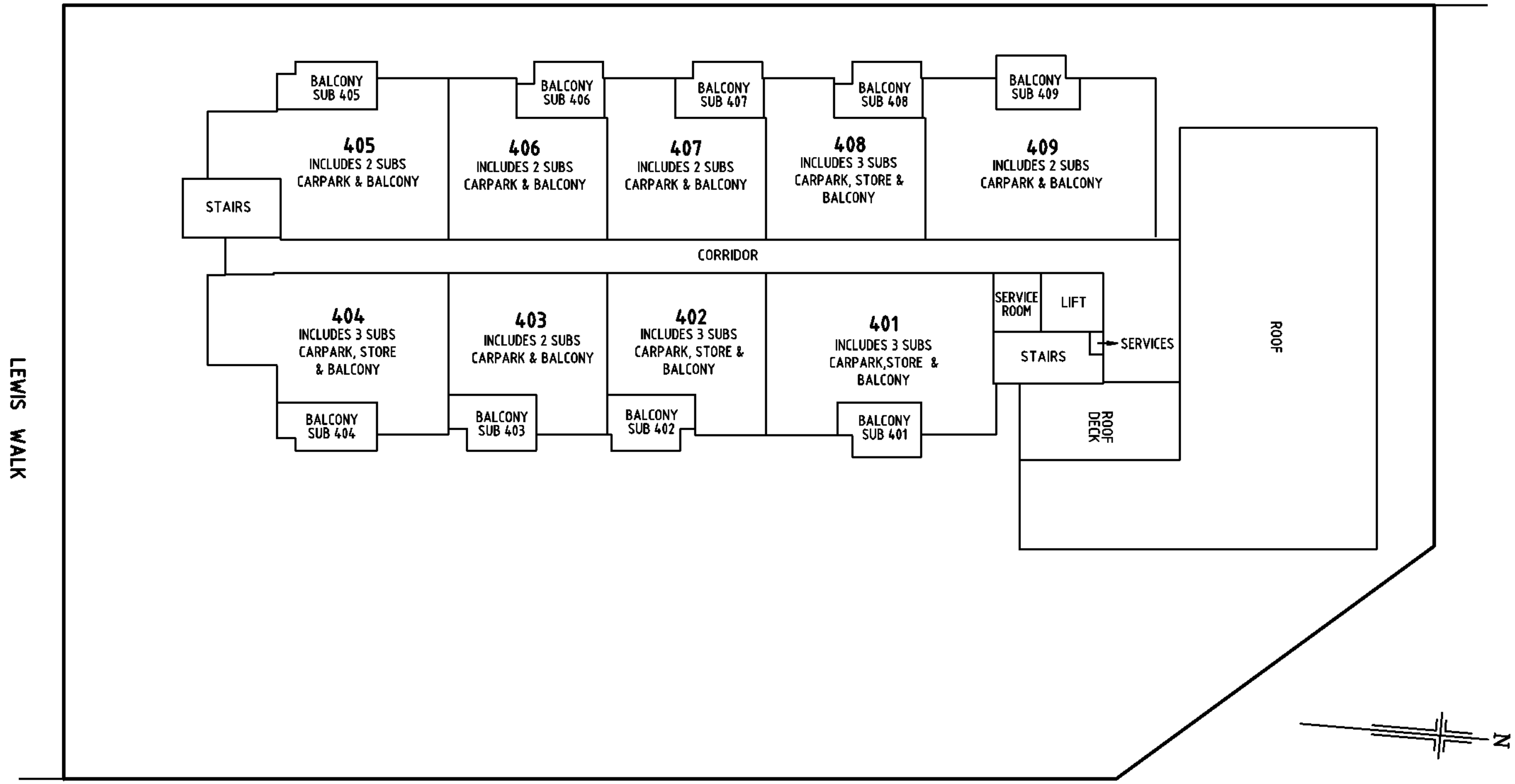
C42031

SHEET 7 OF 8

70294_pland_6_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



FOURTH FLOOR LEVEL

Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A053514_KLSO-C(E)	KELSO APARTMENTS
JG 23/01/2020	

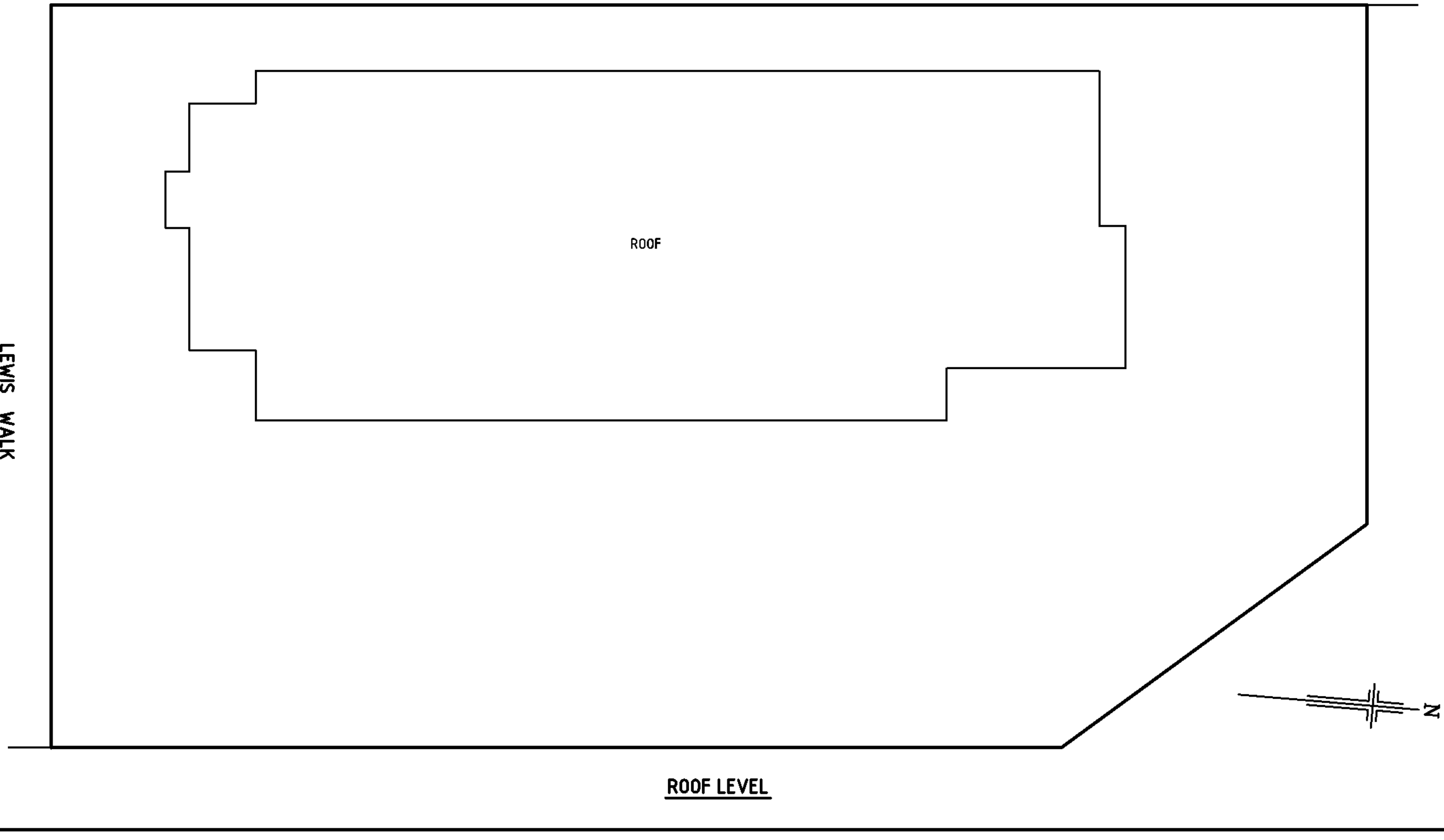
C42031

SHEET 8 OF 8

70294_pland_7_V01_Version_3

0 2 4 6 8 10
SCALE METRES

BUCHANAN DRIVE



ROOF LEVEL

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 42031

SHEET 1 OF 1

ACCEPTED

Mark McNeil 14/2/2020

PRO REGISTRAR-GENERAL

DEV No. 473/C043/19

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	246	
2	247	
101	246	
102	246	
103	197	
104	254	
105	194	
106	196	
107	243	
108	235	
109	190	
110	189	
111	189	
112	235	
201	247	
202	248	
203	178	
204	251	
205	184	
206	184	
207	232	
208	230	
209	181	

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
210	181	
211	182	
212	232	
301	437	
302	180	
303	251	
304	184	
305	184	
306	235	
307	230	
308	182	
309	182	
310	183	
311	232	
401	253	
402	186	
403	185	
404	237	
405	234	
406	184	
407	184	
408	185	
409	235	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I.....**Fred Taormina**.....being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the.....9th.....day of.....January, 2020

.....

Signature of Land Valuer

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 6234/323	**Reference No.**	2546877
Registered Proprietors	D*LAVERMICOCCA	**Prepared**	27/02/2024 16:35
Address of Property	Unit 112, 89 BUCHANAN DRIVE, WOODFORDE, SA 5072		
Local Govt. Authority	ADELAIDE HILLS COUNCIL		
Local Govt. Address	PO BOX 44 WOODSIDE SA 5244		

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

7.1	section 16 - Notice to pay levy	**An Emergency Services Levy Certificate will be forwarded.** **If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.** **Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au**

8. *Environment Protection Act 1993*

8.1	section 59 - Environment performance agreement that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.2	section 93 - Environment protection order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.4	section 99 - Clean-up order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.7	section 103J - Site remediation order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	**EPA (SA) will respond with details relevant to this item**

8.9	section 103P - Notation of site contamination audit report in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	**EPA (SA) will respond with details relevant to this item**

9. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

	Act	
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

20. *Local Government Act 1934* (repealed)

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

21. *Local Government Act 1999*

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

22. *Local Nuisance and Litter Control Act 2016*

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title

24. *Mining Act 1971*

24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004* (repealed)

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

28.1	section 23(1) - Notice of contribution payable	The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also Code Amendment Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664. Code Amendment Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at https://plus.geodata.sa.gov.au/bushfire/index.html. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply

29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title

31. *Public and Environmental Health Act 1987* (repealed)

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also

		Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950 also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997* (repealed)

35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also **EPA (SA) will respond with details relating to items 3, 4 or 5 affecting this title** also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *Livestock Act, 1997*	Animal Health in PIRSA has no record of any notice or order affecting this title

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (https://1100.com.au) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

***Land Tax Act 1936* and *Regulations* thereunder**

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986* and *Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Product	Check Search
Date/Time	27/02/2024 04:35PM
Customer Reference	
Order ID	20240227009558

Certificate of Title

Title Reference: CT 6234/323

Status: CURRENT

Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
12/02/2020	14/02/2020	13253129	SCHEME DESCRIPTION	FILED	C42031
12/02/2020	14/02/2020	13253130	BY-LAWS	FILED	C42031

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Certificate of Title

Title Reference	CT 6234/323
Status	CURRENT
Easement	NO
Owner Number	18986824
Address for Notices	23 BATTLE BVD SEAFORTH, NSW 2092
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

DANIELE LAVERMICOCCA
OF 23 BATTLE BOULEVARD SEAFORTH NSW 2092

Description of Land

LOT 112 PRIMARY COMMUNITY STRATA PLAN 42031
IN THE AREA NAMED WOODFORDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13613604
Dealing Date	15/09/2021
Sale Price	$449,900
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	13613605	WOODFORDE JV PTY. LTD. (ACN: 602 117 877)
MORTGAGE	13613606	SECURE FUNDING PTY. LTD. (ACN: 081 982 872)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0309305240	CURRENT	Unit 112, 89 BUCHANAN DRIVE, WOODFORDE, SA 5072

Notations

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Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
12/02/2020 11:39	13253129	SCHEME DESCRIPTION	FILED
12/02/2020 11:39	13253130	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0309305240
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2020
Property Location	Unit 112, 89 BUCHANAN DRIVE, WOODFORDE, SA 5072
Local Government	ADELAIDE HILLS
Owner Names	DANIELE LAVERMICOCCA
Owner Number	18986824
Address for Notices	23 BATTLE BVD SEAFORTH, NSW 2092
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1320 - Ground Floor Home Unit In A Multi-Storey Block
Description	3APT CPK B
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C42031 LOT 112	CT 6234/323

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$41,500	$470,000			
Previous	$41,500	$470,000			

Building Details

Valuation Number	0309305240
Building Style	High Rise Home Units (lifts)
Year Built	2019
Building Condition	Very Good
Wall Construction	Concrete & Other
Roof Construction	Steel Decking
Equivalent Main Area	83 sqm
Number of Main Rooms	3

Note – this information is not guaranteed by the Government of South Australia

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63 Mount Barker Road
Stirling SA 5152

Telephone (08) 8408 0400
Fax: (08) 8389 7440
Email: mail@ahc.sa.gov.au

To **Bertram Form One Shop Pty Ltd**
GPO Box 448
Adelaide SA 5001

Certificate No: 28639
Certificate Date: 28/02/2024

LOCAL GOVERNMENT INQUIRY

(Certificate of Liabilities pursuant to Section 187(1) of the Local Government Act 1999)

Land:

Assessment No:	21310
Valuer-General's No:	0309305240
Owner/s:	D Lavermicocca
Property Details:	112/89 Buchanan Drive Woodforde 5072
Legal Description:	Lot 112 Sec: P626 CP:42031 CT:6234/323

Rates and other monies due as known by Adelaide Hills Council as at 28/02/2024

Due Dates for Payment: 1st Qtr due 01/09/2023 2nd Qtr due 01/12/2023
3rd Qtr due 01/03/2024 4th Qtr due 03/06/2024

Arrears/Credits as at 01/07/2023		$1,851.61
Rates for the 2023/2024 rating year (Declared 27/06/2023)		$1,787.54
Rates - Residential	$952.22	
Fixed Charge	$784.00	
State Govt. Hills & Fleurieu Landscape Levy	$51.32	
Rates Postponed (arrears and current)		$0.00
Postponed Interest		$0.00
PLUS Other property Related Debts		
PLUS Fines and/or Interest to date		$67.72
PLUS other adjustments, including Legal Fees		$0.00
LESS Rebate (if applicable)		$0.00
LESS Payments/Rounding		-$2,754.06
TOTAL OWING AS AT 28/02/2024		**$952.81**

Fines on Rates: Council Rates are deemed to be overdue if not paid by 01/09/23 and a 2% fine will be added to this outstanding balance. Interest at the prescribed percentage rate of 9.05% p.a. will be added to the total amount in arrears (including amount of any unpaid fine) on the 10th of each month following until the total balance owing is paid.

Fines on Payments by Instalments: Where rates are paid quarterly the total rate is divided by four which is then required to be paid on the due dates set for September, December, March and June. If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest at the prescribed percentage rate 9.05% p.a. added on the 10th of each month following, until the total amount overdue is paid.

The charges as shown are valid for the date of the certificate.

If settlement occurs within three months from the date of this certificate, you may check the above details quoting the assessment number. If this information falls outside of the above time frame, a new Section 187 certificate is required.

Any verbal information provided by Council for the above is not deemed a certificate for the purposes of a Section 187 of the Local Government Act 1999.



Biller Code: 45369

BPay Reference Number 213108

Certified - Adelaide Hills Council Date - 28-February-2024

PO Box 44
Woodside SA 5244

Telephone (08) 8408 0400
Fax: (08) 8389 7440
Email: mail@ahc.sa.gov.au

To: **Bertram Form One Shop Pty Ltd**
GPO Box 448
Adelaide SA 5001

Certificate No: 22199
Certificate Date: 28/02/2024

REQUEST FOR INFORMATION

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land and Business (Sale and Conveyancing) Act 1994.

Land:

Assessment No:	21310
Valuer-General's No:	0309305240
Owner/s:	D Lavermicocca
Property Details:	112/89 Buchanan Drive Woodforde 5072
Legal Description:	Lot 112 Sec: P626 CP:42031 CT:6234/323

PRESCRIBED INFORMATION

Important Information to Note

General Advice

The Section 7 of the Land and Business (Sales & Conveyancing) Act 1994 provides information relating to a property as prescribed by legislation. Included in the search by Council is the zoning of the land and where applicable, the more recent development consents for the property.

Intended purchasers of land are requested to refer to the relevant provisions of the Planning and Design Code and contact the Development Services team on 08 8408 0558 before doing anything on the said property, if they are proposing to, for example, construct a new dwelling, undertake alterations or additions to a dwelling, construct a tennis court or swimming pool, build retaining walls, undertake boundary realignments or land divisions.

The Planning and Design Code (the document that guides development within the Council) can be viewed online at https://code.plan.sa.gov.au. Information sheets relating to development applications and various land uses are also available from the Department of Planning, Transport & Infrastructure or from Council's web site at www.ahc.sa.gov.au.

Development in the Mt Lofty Ranges has more development controls and restrictions compared to other areas of the State primarily due to:

- bushfire protection
- watershed protection
- retention of native vegetation

This advice is provided for your information to promote a better understanding of the requirements for development and other obligations in the Adelaide Hills Council area.

Developments prior to 1998

Council records for developments prior to 1998 may be incomplete due to differing standards of recordkeeping applied in the various Hills Councils prior to amalgamation and formation of the Adelaide Hills Council in 1998.

Building Indemnity Insurance

This is insurance taken out by a building work contractor when performing domestic building work costing $12,000 or more that requires Council approval. This insurance protects the current building owner and future owner if:

- work has not been completed or faulty work has not been rectified; and
- the builder dies, disappears or is declared bankrupt.

Claims can usually be made up to five years from the date the building work was completed.

Source:
https://www.cbs.sa.gov.au/campaigns/repairs-and-rebuilding-after-bushfire-or-other-catastrophic-event

Further information can be found from the housing, property and land section of the State Government website directory www.sa.gov.au or from the Office of Consumer and Business Affairs website www.ocba.sa.gov.au.

Greg Georgopoulos
Chief Executive Officer

PRESCRIBED INFORMATION

Development Act 1993 (Repealed)

Section 42 - Condition (that continues to apply) of a development authorisation. **Yes**

If yes see attached approvals

Part 2 - Items to be Included if land affected

Development Act 1993 (repealed)

Section 50 (1) - Requirement to vest land in a council or the Crown to be held as open space **N/A**

Date Requirement given:

Name of Body giving requirement:

Nature of Requirement:

Contribution payable (if any):

Section 50 (2) - Agreement to vest land in a council or the Crown to be held as open space **N/A**

Date of agreement:

Name of parties:

Terms of agreement:

Contribution payable (if any):

Section 55 - Order to remove or perform work **N/A**

Date of order:

Terms of order:

Building work (if any) required to be carried out:

Amount payable (if any):

Section 56 - Notice to complete development **N/A**

Date of notice:

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

PRESCRIBED INFORMATION

Section 57 - Land management agreement **No**

Date of agreement:

Name of parties:

Terms of agreement:

If Yes, copy attached

Section 69 - Emergency order **N/A**

Date of order:

Name of authorised officer who made order:

Nature of authority that appointed the officer:

Amount payable (if any):

Section 71 - Fire safety notice **N/A**

Date of notice:

Names of authority giving notice

Requirements of notice:

Building work (if any) required to be carried out:

Amount payable (if any):

Section 84 - Enforcement notice **N/A**

Date notice given:

Name of relevant authority giving notice:

Nature of directions contained in notice:

Building work (if any) required to be carried out:

Amount payable (if any):

PRESCRIBED INFORMATION

Section 85(6), 85(10) or 106 - Enforcement order **N/A**

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

Building work (if any) required to be carried out:

Part 11 Division 2 - Proceedings **N/A**

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

Refer to Supplementary Prescribed Information in Appendix 1 for *Planning Development and Infrastructure Act 2016*

Confirmed-Planning/Development Section Kim Sharp

Housing Improvement Act 1940

Section 23 - Declaration that house is undesirable or unfit for human habitation **N/A**

Date of declaration:

Those particulars required to be provided by a council under Section 23:

Confirmed-Building/Development Section Kim Sharp

PRESCRIBED INFORMATION

Food Act 2001

Section 44 - Improvement Notice **N/A**

Date of notice:

Name of authorised officer who served notice:

Name of authority that appointed officer:

Requirements of notice:

Section 46 - Prohibition order **N/A**

Date of order:

Name of authority or person who served order:

Requirements of order:

Public and Environmental Heath Act 1987 (repealed)

Part 3 - Notice **N/A**

Date of notice:

Name of council or other authority giving notice:

Requirements of notice:

Public and Environmental Heath (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval **N/A**

Date of approval:

Name of relevant authority that granted approval:

Conditions of approval:

Public and Environmental Heath (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with) **N/A**

Date of order:

Name of authority giving order:

Requirements of order:

Confirmed-Environmental Health Section Mignon DuRieu

PRESCRIBED INFORMATION

South Australian Public Health Act 2011

Section 92 Notice **N/A**

Date of notice:

Name of Council or other relevant authority giving notice:

Requirements of notice:

South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval **N/A**

Date of approval:

Name of person or body that granted the approval:

Condition(s) of approval:

Confirmed-Health Section Mignon DuRieu

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)

Notice, order, declaration, charge, claim or demand given or made under the Act **N/A**

Date of Notice, order etc:

Name of council by which, or person by whom, notice, order etc is given or made:

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

Local Government Act 1999

Notice, order, declaration, charge, claim or demand given or made under the Act **N/A**

Date of Notice, order etc:

Name of council by which, or person by whom, notice, order etc is given or made:

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

Confirmed-General Section Mignon DuRieu

PRESCRIBED INFORMATION

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed) - Notice to take action to prevent outbreak or spread of fire **N/A**

Date of Notice:

Person or body who issued notice:

Requirements of notice (as stated therein):

Amount payable (if any):

Confirmed-Enforcement/Compliance Section Mignon DuRieu

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by Councils

Does the Council hold details of any development relating to -

(a) commercial or Industrial activity at the land; or

(b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993 or the Planning, Development and Infrastructure Act 2016)

Yes

See attached Site Contamination Audit

Development Consents Attached **Yes**

Note:- The question relates to information that the Council for the area in which the land is situated may hold. If the Council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the Council (on payment of any fee fixed by the Council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the Environment Protection Act 1993 and that assessments of remediation of the land may be required at some future time.

It should be noted that-

(a) The approval of development by Council does not necessarily mean that the development has taken place;

(b) The Council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

PRESCRIBED INFORMATION

APPENDIX 1

Planning, Development and Infrastructure Act 2016		
Repealed Act Conditions Conditions (that continue to apply of an approval or authorisation granted under the *Building Act 1971* (repealed), *The City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)	Nature of conditions:	None
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):	For zone, subzone and overlay refer Attached Section 7 Extract from Plan SA
Part 5 – Planning and Design Code	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land	Unknown
Part 5 – Planning and Design Code	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation.	Link to Planning and Design Code: Code Amendments | PlanSA
Part 5 – Planning and Design Code	Is there a State Heritage place on the land or is the land situated in a State Heritage Area?	No
Part 5 – Planning and Design Code	Is the land designated as a Local Heritage place?	No
Section 127 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	None

PRESCRIBED INFORMATION

APPENDIX 1

Section 141 – Order to remove or perform work	Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any):	Nil
Section 142 – Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):	Nil
Section 155 – Emergency order	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):	Nil
Section 157 – Fire safety notice	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):	Nil
Section 192 or 193 – Land management agreement	Date of agreement: Names of parties: Terms of agreement:	Nil
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):	Nil

PRESCRIBED INFORMATION

APPENDIX 1

Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):	Nil
Part 16 Division 1 – Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):	Nil
Section 213 – Enforcement notice	Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):	Nil
Section 214(6), 214(10) or 222 – Enforcement order	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:	Nil
Development Act 1993 (repealed)		
Section 57 – Land Management Agreement	Date of agreement: Names of parties: Terms of agreement:	Nil

PRESCRIBED INFORMATION

APPENDIX 1

Housing Improvement Act 1940		
Part 7 (rent control for substandard houses)	Notice or Declaration: Date of Notice or Declaration: Those particulars required to be proved by the housing authority under section 60	Nil
Other Charges		
Charge of any kind affecting the land (not included in another item)	Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known):	Nil

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

(a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016,* the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or

(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or

(c) domestic building work commenced before 1 May 1987; or

(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or

(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required... (refer above note): **NO**

1. Name(s) of person(s) insured:
2. Name of insurer:
3. Limitations on the liability of the insurer:
4. Name of builder:
5. Builder's licence number:
6. Date of issue of insurance:
7. Description of insured building work:

PRESCRIBED INFORMATION

APPENDIX 1

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act? *** NO**

If **YES**, give details:

Date of the exemption	
Name of builder granted the exemption	
Licence number of builder granted the exemption	
Details of building work to which the exemption applies:	
Details of conditions (if any) to which the exemption is subject	

Certified Development Section…… Date:…… 1 March 2024……..

Confirmed Accurate:……Kim Sharp……

Data Extract for Section 7 search purposes

Valuation ID 0309305240

Data Extract Date: 01/03/2024

Parcel ID: C42031 F112

Certificate Title: CT6234/323

Property Address: UNIT 112 89 BUCHANAN DR WOODFORDE SA 5072

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 30 metres)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

Hazards (Bushfire - Urban Interface) (Urban Interface)

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

Traffic Generating Development

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No, refer note below:

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: https://plan.sa.gov.au/

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

https://code.plan.sa.gov.au/

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

PRESCRIBED INFORMATION

Local Nuisance and Litter Control Act 2016		
Section 30 – Nuisance or litter abatement notice	Date of notice: Notice issued by: Nature of requirements contained in notice: Time for carrying out requirements:	N/A

Certified by Environmental Health Section: Alexis Black Date: 28/02/24

PRESCRIBED INFORMATION

Local Nuisance and Litter Control Act 2016		
Section 30 – Nuisance or litter abatement notice	Date of notice: Notice issued by: Nature of requirements contained in notice: Time for carrying out requirements:	N/A

Certified by Regulatory Services Section: Mignon DuRieu Date: 28/02/24

PRESCRIBED INFORMATION

Land Acquisition Act 1969		
Section 10 – Notice of intention to acquire	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in notice)	N/A

Certified by Civil Section……Alana Faber ……Date….28/2/2024

PRESCRIBED INFORMATION

Land Acquisition Act 1969		
Section 10 – Notice of intention to acquire	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in notice)	N/A

Certified by Property Section……Alana Faber ……Date…28/2/2024…..

South Australia - Regulation 42 under the Development Act, 1993
Schedule 11

DECISION NOTIFICATION FORM

Development Number

FOR DEVELOPMENT APPLICATION LODGED 26 November 2019

19/C43/473

Council Reference Number 19/977

To:-	Woodforde JV Pty Ltd C/- Alexander Symonds Pty Ltd PO Box 1000 KENT TOWN DC SA 5071	ASSESSMENT NO 3055 VALUER GENERAL NUMBER 0309305080

LOCATION OF PROPOSED DEVELOPMENT	
Address:	**Buchanan Drive, Woodforde SA 5072** **Lot:162 Sec: P626 DP:118442 CT:6207/86**

Nature of Proposed Development	**Community Division (1 into 46)**

From **ADELAIDE HILLS COUNCIL**

In respect of this proposed development you are informed that:-

Nature of Decision	**Consent Granted**	**No of Conditions**	**Not Applicable**
Development Plan Consent	22 January 2020	2	
Land Division	22 January 2020	Council- 1 SCAP- 1	
DEVELOPMENT APPROVAL	22 January 2020	4	

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the following pages.

Date of Decision:- 22 January 2020

Sam Clements
Team Leader Statutory Planning

Date:- 22 January 2020

Sheets Attached.

Expiry date:- 22 January 2023

Adelaide Hills COUNCIL

NOTES FOR APPLICANT

Right of Appeal

An Applicant may have a right of appeal if this notification is:

- a refusal (appeal rights do not apply to applicants for non-complying forms of development)
- a consent, conditions of consent

Such an appeal must be lodged within two months of the date of this decision or such longer time as the Environment, Resources and Development Court allows.
For assistance in the cost and lodgement of an appeal it is suggested you contact the Court - Sir Samuel Way Building, Victoria Square, Adelaide, or via (08) 8204 0300.

If your application was the subject of third party representations, any consent, or consent subject to conditions shall not operate until fifteen (15) days from the date of the decision made on the application. If there is an appeal by a third party, any consent or consent subject to conditions shall not operate until determination of the appeal. Fifteen (15) days from the date of the decision on your application, contact the Environment, Resources and Development Court to find out if there has been an appeal lodged.

Development Plan Consent and Land Division Consent

The State Planning system is currently in the process of significant planning reforms. As of 1 July 2020 all Metropolitan Council's will be transferred to the Planning and Design Code under the *Planning, Development and Infrastructure Act 2016*. The Planning and Design Code will replace all current Development Plans. Therefore, some landowners may see shifts in the principles governing development in their area.

If this is a consent or consent with conditions, you must apply for Land Division Consent within twelve (12) months of the date of this notification unless this period has been extended by the Council or State Commission Assessment Panel (SCAP).

Should Development Approval not be achieved within this timeframe, your consent will lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1st July 2020, your request will be subject to the transitional provisions of the *Planning, Development and Infrastructure Act 2016* and an extension is not guaranteed.

Development Approval

If this is a Land Division Development Approval it is valid for a period of three (3) years commencing from the date of the decision notification. Should these timeframes not be achieved, your Approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1st July 2020, your request will be subject to the transitional provisions of the *Planning, Development and Infrastructure Act 2016* and an extension is not guaranteed.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms

Allotment Boundaries

If the development herein approved involves work on the boundary the onus of ensuring development is in the approved position on the correct allotment is the responsibility of the land owner/applicant. This may necessitate a survey being carried out by a licensed land surveyor prior to the work commencing.

Protection of Council Infrastructure

Your co-operation is sought in ensuring that the street, road, kerb, gutter, street trees and footway are protected from damage during delivery of any building materials to the site. Re-instatement costs can be recovered by the Council from the owner in addition to a penalty imposed by a court, if damage is caused. Any changes to existing entrance-ways must be approved by Council prior to any work being done.

SA Water and SA Power Networks

SA Water and SA Power Networks should be notified of all proposed additions and alterations to existing buildings in sewered and power provided areas. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages. SA Power Networks should also be advised of any proposals to erect signs awnings, temporary scaffolding or other structures near overheard electricity services and street mains. Contact SA Power Networks on 131261 or www.sapowernetworks.com.au. Contact SA Water on 1300 650 950 or www.sawater.com.au.

Warnings

- This consent does not imply compliance with any other legislation. It is the responsibility of the applicant and the person undertaking building work to ensure any other required approval or authorisation is obtained before commencing the development and to ensure compliance with that approval or authorisation.
- Before excavation work commences contact Dial Before you Dig (Dial 1100) for information on underground services.

Adelaide Hills COUNCIL

Adelaide Hills Council

1. DEVELOPMENT PLAN CONSENT CONDITIONS 19/977/473 - 19/C43/473

1. Development In Accordance With The Plans

The development herein approved shall be undertaken in accordance with the following plans, details and written submissions accompanying the application, unless varied by a separate condition:

- Amended community division plans (site plan and each floor level) prepared by Alexander Symonds dated 18 December 2019, uploaded 17 Jan 2020

REASON: To ensure the proposed development is undertaken in accordance with the approved plans.

2. Car park Allocation

As depicted on the approved plans, each allotment shall be allocated one car parking space, excluding lot 301 which is to be allocated two car parking spaces.

REASON: To ensure the development is undertaken in accordance with the approved plan and ensure the provision of adequate on-site car parking.

2. DEVELOPMENT PLAN CONSENT NOTES 19/977/473 - 19/C43/473

1. Land Division Development Approval Expiry

This development approval is valid for a period of three (3) years from the date of the decision notification. This time period may be further extended beyond the 3 year period by written request to, and approval by, Council prior to the approval lapsing. Application for an extension is subject to payment of the relevant fee. Please note that in all circumstances a fresh development application will be required if the above conditions cannot be met within the respective time frames.

1. LAND DIVISION CONDITIONS 19/977/473 - 19/C43/473

COUNCIL REQUIREMENTS

1. Requirement For Endorsement Of Scheme Description By Council

Prior to Section 51 Clearance, an amended scheme description shall be provided to the Council for its endorsement.

REASON: A requirement under Regulation 45 of the Development Regulations 2008.

SCAP REQUIREMENTS

1. Requirement For Certified Survey Plan

A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

REASON: Statutory requirement in accordance with Section 51 of the Development Act 1993.

2. LAND DIVISION NOTES 19/977/473 - 19/C43/473

COUNCIL LAND DIVISION NOTES

1. Property Identifiers

The property identifiers for these allotments/apartments are now:

G01 – G02 / 89 Buchanan Drive
101 – 112 / 89 Buchanan Drive
201 – 212 / 89 Buchanan Drive
301 – 311 / 89 Buchanan Drive
401 – 409 / 89 Buchanan Drive

SCAP LAND DIVISION NOTES

-

Adelaide Hills
COUNCIL

South Australia - Regulation 42 under the Development Act, 1993
Schedule 11

DECISION NOTIFICATION FORM

Development Number

FOR DEVELOPMENT APPLICATION LODGED 29 March 2017 **17/272/473**

To:-	Woodforde T & A Pty Ltd C/- Intro Design Pty Ltd , PO Box 207 RUNDLE MALL SA 5000	ASSESSMENT NO 3055 VALUER GENERAL NUMBER 0309305013

LOCATION OF PROPOSED DEVELOPMENT	
Address:	**Norton Summit Road, Woodforde SA 5072** **Lot: 5002 Sec: P626 DP: 114195 CT: 6182/967**

Nature of Proposed Development	**Five storey residential flat building, comprising 46 apartments, with ancillary car parking level, landscaping and earthworks (DAC relevant authority)**

Building Classification: **2 & 7a**

From **ADELAIDE HILLS COUNCIL**

In respect of this proposed development you are informed that:-

Nature of Decision	Consent Granted	No of Conditions	Not Applicable
State Planning Commission Development Plan Consent	**10 August 2017**	8	
State Planning Commission extension of DPC	**14 June 2018**	-	
State Planning Commission Variation 47A Development Plan Consent	**20 July 2018**	1	
Privately Certified Building Rules Consent	**03 December 2018**	2	
DEVELOPMENT APPROVAL	**19 December 2018**	11	

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the following pages.

Date of Decision: 19 December 2018

Jeff Grinnell
Team Leader Building Services

Date: 19 December 2018

Expiry date: 19 December 2019

Sheets Attached.

Adelaide Hills COUNCIL

NOTES FOR APPLICANT

1. You as an Applicant may have a right of appeal if this notification is:

- a refusal (appeal rights do not apply to applicants for non-complying forms of development)
- a consent, conditions of consent

Such an appeal must be lodged within two months of the date of this decision or such longer time as the Environment, Resources and Development Court allows.
For assistance in the cost and lodgement of an appeal it is suggested you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide, or phone the Court on (08) 8204 0300.

2. If this is a Development Approval or consent with conditions:

Development Approval
This development approval is valid for a period of twelve months commencing from the date of the decision notification. However if the development hereby approved is substantially commenced within the twelve (12) month period then it shall be completed within three (3) years of the date of such notification. This time period may be further extended beyond the 3 year period by written request to and approval, by Council prior to the approval lapsing. Please note that in all circumstances a fresh development application will be required if the above conditions cannot be met within the respective time frames.

You may be required to lodge a new development application before commencing or continuing the development if you are unable to satisfy these requirements.

ALLOTMENT BOUNDARIES:

If the development herein approved involves work on the boundary the onus of ensuring development is in the approved position on the correct allotment is the responsibility of the land owner/applicant. This may necessitate a survey being carried out by a licensed land surveyor prior to the work commencing.

PROTECTION OF COUNCIL INFRASTRUCTURE:

Your co-operation is sought in ensuring that the street, road, kerb, gutter, street trees and footway are protected from damage during delivery of any building materials to the site. Re-instatement costs can be recovered by the Council from the owner in addition to a penalty imposed by a court, if damage is caused. Any changes to existing entrance-ways must be approved by Council prior to any work being done.

SA WATER and SA POWER NETWORKS:

SA Water and SA Power Networks should be notified of all proposed additions and alterations to existing buildings in sewered and power provided areas. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages SA Power Networks. SA Power Networks should also be advised of any proposals to erect signs awnings, temporary scaffolding or other structures near overheard electricity services and street mains. Phone SA Power Networks on 131261 or view their website: www.sapowernetworks.com.au or Phone SA Water on 1300 650 950 or view their website: www.sawater.com.au

WARNINGS:

a) This consent does not imply compliance with any other legislation. It is the responsibility of the applicant and the person undertaking building work to ensure any other required approval or authorisation is obtained before commencing the development and to ensure compliance with that approval or authorisation.

b) Before excavation work commences contact Dial Before you Dig (Dial 1100) for information on underground services.

Adelaide Hills COUNCIL

Adelaide Hills Council

1. DEVELOPMENT PLAN NOTES RELATING TO DEVELOPMENT APPLICATION No. 17/272/473

1. Planning Private Certification

Development Plan Consent has been granted by a Private Certifier for Five storey residential flat building, comprising 46 apartments, with ancillary car parking level, landscaping and earthworks (DAC relevant authority) at Norton Summit Road, Woodforde SA 5072 as described under 17/272/473.

Please refer to the attached Private Certifier's Decision Notification Developmetn Plan Consent dated 10 August 2017 & 20 July 2018 with conditions applied.

2.BUILDING RULES NOTES RELATING TO DEVELOPMENT APPLICATION No. 17/272/473

1. Mandatory Notifications

A person undertaking the building work at Norton Summit Road, Woodforde SA 5072 must give the Council at least one business day's notification of the following stages of work;

1) Commencement of building work on the site.
2) Completion of steel reinforcement prior to placement of concrete into a footing or other structural member that will transfer loads directly to a foundation.
3) Completion of wall construction for each level framing.
4) Completion of wet area waterproofing prior to tiling.
5) Completion of essential fire safety provisions - fighting equipment.
6) Completion of fire rated wall construction.
7) Completion of building work.

2. Private Certification

Building Rules Consent has been granted by a Private Certifier for Five storey residential flat building, comprising 46 apartments, with ancillary car parking level, landscaping and earthworks (DAC relevant authority) at Norton Summit Road, Woodforde SA 5072 as described under 17/272/473.

Please refer to the attached Private Certifier's Decision Notification with 2 conditions applied.

3. Note: A Privately Certified Building Rules Consent is NOT issued by Council

Building Rules Consent has been granted by a Private Certifier for Five storey residential flat building, comprising 46 apartments, with ancillary car parking level, landscaping and earthworks (DAC relevant authority) at Norton Summit Road, Woodforde SA 5072 as described under 17/272/473.

The issue of Development Approval by Council for a Privately Certified Building Rules Consent is required by the development legislation. Matters of compliance with minimum standards set by the National Construction Code, essential fire safety, life safety matters and the like, may be required to be pursued by the Council as the authority for compliance and enforcement where non-compliance with the National Construction Code is noted, regardless of omissions or errors in a Building Rules Consent issued by a Private Certifier.

Adelaide Hills COUNCIL

ATTENTION: Jeff Grinnell
mail@ahc.sa.gov.au

NOTIFICATION TO COUNCIL

NOTICE PURSUANT TO REGULATION 74(1) OF THE DEVELOPMENT ACT 1993
THIS NOTICE MUST ARRIVE AT LEAST ONE BUSINESS DAY (EXCLUDING SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS) PRIOR TO THE COMMENCEMENT OR COMPLETION OF THE NOTIFIED WORK.

Development Approval Number: **17/272/473**

Development Description: **Five storey residential flat building, comprising 46 apartments, with ancillary car parking level, landscaping and earthworks (DAC relevant authority)**

Address of building work: **Norton Summit Road, Woodforde SA 5072**

Owners Name: **Minister For Communities & Social Inclusion**

The following notifications are provided for the above detailed Development Approval. The building work has been or will be undertaken to a stage to enable inspections detailed as follows:

MANDATORY NOTIFICATION	**Date**	**Comments i.e. pour date or preferred inspection time**
Commencement of building work on the site		
Reinforcement placed/ready for Inspection		
Completion of wall construction for each level		
Completion of fire rated wall construction.		
Completion of roof framing (prior to fixing any internal claddings) ****Two Days Notice Required****		
Completion of wet areas waterproofing		
Completion of Essential Safety Provisions		
Completion of Building Work		

Adelaide Hills COUNCIL

Particulars of the person giving this Notice:

Company:
Contact Person: Phone:
Address: Signature: ……
Email:

Date Notice Given: ……../……../20 . Time: am/pm

20 Greenhill Rd Wayville SA 5034
PO Box 109 Goodwood SA 5034
T 08 8273 0888 **F** 08 8273 0800
katnichdodd.com.au

ABN 44 303 725 328

Katnich Dodd
Building Certifiers
Knowledgeable
Dependable

PC57930

DECISION NOTIFICATION FORM

Development No: **473/E008/17**	Dated:	Registered On:

To: **WOODFORDE T&A PTY LTD**
C/- LEVEL 6, 431-439 KING WILLIAM ST
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT

House **25** Lot No: Street: **GLEN STUART RD** Suburb: **WOODFORDE**
Section Volume: Folio: Hundred:

NATURE OF PROPOSED DEVELOPMENT

APARTMENT BUILDING – CONSTRUCTION OF A FOUR AND FIVE STOREY RESIDENTIAL FLAT BUILDING

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	----	----	----	----
Land Division	----	----	----	----
Land Division (strata)	----	----	----	----
Building Rules Consent	**3/12/18**	**2**	----	----
Public Space	N/A	----	----	----
Other	N/A	----	----	----
DEVELOPMENT APPROVAL	---	----	----	----

If applicable, the details of the **building classification** and the approved **number of occupants** under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of land until you have also received notification of a Development Approval.

Signed:

Date: 3 December, 2018

(v) **Private Certifier**
( ) Sheets Attached

Katnich Dodd
Building Certifiers
Knowledgeable
Dependable

DEVELOPMENT ACT, 1993
REGULATION 92(2)(e)
CERTIFICATE OF CONSISTENCY

PC57930

BUILDING WORK:	APARTMENT BUILDING – CONSTRUCTION OF A FOUR AND FIVE STOREY RESIDENTIAL FLAT BUILDING
SITE ADDRESS:	25 GLEN STUART ROAD WOODFORDE
DEVELOPMENT APPLN:	473/E008/17
ISSUED BY:	ADELAIDE HILLS COUNCIL

I verify that I have examined carefully:

- a copy of the development plan consent (including any conditions) described above, together with
- a copy of the plans approved and endorsed pursuant to regulation 42(4) of the *Development Regulations 2008* for that consent (where issued by the relevant authority)

The plans and supporting documentation submitted for building rules consent have been assessed for compliance with the Building Rules, while the development plan consent plans have been reviewed to ensure that all buildings and structures included in the building rules assessment are "*consistent*" with the development plan consent.

I hereby certify in accordance with regulation 92(2)(e) of the *Development Regulations 2008* that the building rules consent as described above and issued on 3 December, 2018 is "*consistent*" with the above-listed development authorization (including any relevant conditions) giving development plan consent, subject only to:

1. the variations specified below in the Table of Variations to meet Regulatory Requirements, attached for the purposes of section 93(2) of the Development Act 1993, which are necessary for compliance with the Building Rules or any other legislation specified therein,

2. slight variations resulting from the design process which are not considered significant (refer Planning SA *Advisory Notice - Building No.03/16* dated March 2016.)

***Development Act 1993* section 93(2) Table of variations to meet regulatory requirements**

Item	Legislation/Regulation/Code	Reason for variation

In completing this certification I have relied upon:

- Planning SA *Advisory Notice - Building No.03/16* dated March 2016,
- The Concise Oxford Dictionary definition of "*consistent*"

KATNICH DODD
Building Surveyors

Vic Barone 3 December, 2018
Certificate of Registration as a Private Certifier No. 057

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Building Certifiers
Knowledgeable
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PC57930

DEVELOPMENT ACT, 1993
SECTION 42
CONDITIONS OF BUILDING RULES CONSENT

BUILDING WORK:	APARTMENT BUILDING – CONSTRUCTION OF A FOUR AND FIVE STOREY RESIDENTIAL FLAT BUILDING
SITE ADDRESS:	25 GLEN STUART ROAD WOODFORDE
APPLICANT:	WOODFORDE T&A PTY LTD
OWNER:	WOODFORDE T&A PTY LTD
CLASSIFICATION:	2 & 7a
RISE IN STOREYS:	5
TYPE OF CONSTRUCTION:	A
DEVELOPMENT APPLN:	473/E008/17

CONDITIONS

1..The recommendations of the CFS as outlined in the Reg 28 Comment & Report AHC-100 dated 21/11/18 shall be implemented into the final construction

BCA-Reg 28

2..The final glazed balustrade framing and construction details and accompanying independent structural certification complying with Development Regulations 85 & 88 shall be submitted to the certifier prior to installation

BCA-B1

Notes:

The proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards.

The certified drawings/ documents will be issued by the Council with the notification of development approval.

The Certificate from Jack Adcock of Jack Adcock Consulting Pty Ltd (Job No. 18096 dated 5 June 2018 and revised certificate received 12 November 2018) certifying that the materials and form of construction will comply with the provisions of Building Code of Australia Part B1 has been accepted and relied upon pursuant to Regulations 85 & 88.

The drawings are stamped "Not for Construction". Future changes may require separate approval.

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

The *Fire Hazard Properties* of wall, floor and ceiling linings, and air-handling ductwork shall comply with Clause C1.10 of the BCA.

Fire precautions must be taken during construction in accordance with BCA-E1.9. The builder must also ensure, once the method of construction has been determined, that the design of the building/structure adequately accommodates the anticipated *construction activity actions.*

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74

SCHEDULE OF ESSENTIAL SAFETY PROVISIONS: Regulation 76 requires that the relevant authority on granting building rules consent, issue a schedule that specifies the essential safety provisions for the building and the standards or requirements for the

maintenance and testing in respect each of those essential safety provisions set out in Minister's Specification SA 76. The items to be inspected or tested are detailed on the attached schedule.

Proof of maintenance must be provided to Council each calendar year by the building owner.

SCHEDULE OF ESSENTIAL SAFETY PROVISIONS - FORM 2: The Form 2 of Schedule 16 of the Development Regulations shall be completed and signed by the contractor responsible for the installation or alteration of the particular item(s). The *Statement of Compliance* shall be completed by the builder and passed on, together with the completed Form(s) 2, to council or Katnich Dodd at the completion of the work.

CERTIFICATE OF OCCUPANCY: A new Certificate of Occupancy **is required** to be issued in relation to the proposed development. Katnich Dodd will, before granting a certificate of occupancy, require:

1. evidence that all conditions of consent have been satisfied
2. a *Statement of Compliance* **Part A** from the licensed building work contractor who carried out the relevant work or who was in charge of carrying out the relevant work; or if there is no such licensed building work contractor- from a registered building work supervisor or private certifier all in accordance with the attached pro-forma, and also **Part B** which must be signed by the owner of the relevant land, or by someone acting on his or her behalf;
3. a certificate of compliance for each essential safety provision, in the appropriate **Form 2** under Schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work (refer attached pro-forma);
4. where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, the "wet" and/or "dry" report(s) from the SA Fire Services as to whether those facilities have been installed and operate satisfactorily.

PLEASE ENSURE THAT THESE FORMS ARE PASSED ON TO THE OWNER & BUILDER.

The certificate of occupancy will prescribe the following maximum number of occupants

PORTION	**CLASSIFICATION**	**MAX OCCUPANCY**
Carpark	7a	
	2	46 SOU
Apartments		

For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60

Pursuant to the Local Government Act, the builder may be required to erect and maintain hoardings and platforms for the protection of the public on adjoining streets and footpaths as directed by the Council.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to site-works commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

The box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS 3500.3 – Stormwater drainage. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owners attention should be drawn to Appendix B of AS 2870 'Performance Requirements and Foundation Maintenance'

Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and engineers details.

Wet area details including floor grades, set-downs and water resistant surfaces shall comply with AS3740–2010 and BCA Clauses SA F1.7 and BCA F1.7 & Table F1.7

The magnetic door strikes to required exit doors shall be selected to fail to the open position.

The requirements of Minister's Specification SA83 must be complied with if partial or staged occupation of the building is proposed.

All glazing shall be glazed in accordance with AS1288- 2006, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower. The applicant is advised that **schools, early childhood centres, aged care buildings, and nursing homes** have specific requirements with regards to the provision of Grade A safety glass as per AS1288- 2006 Section 5.10.

IMPORTANT: This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines) or the regulations thereunder (including Regulations prescribed for purposes of Section 86), the Work Health & Safety Act 2012, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors

.....

Vic Barone 3 December, 2018
Certificate of Registration as a Private Certifier No. 057

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Katnich Dodd
Building Certifiers
Knowledgeable
Dependable

PC57930

ALTERNATIVE SOLUTION

ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

BUILDING WORK:	APARTMENT BUILDING – CONSTRUCTION OF A FOUR AND FIVE STOREY RESIDENTIAL FLAT BUILDING
SITE ADDRESS:	25 GLEN STUART ROAD WOODFORDE
APPLICANT:	WOODFORDE T&A PTY LTD
OWNER:	WOODFORDE T&A PTY LTD
CLASSIFICATION:	2 & 7a
RISE IN STOREYS:	5
TYPE OF CONSTRUCTION:	A
DEVELOPMENT APPLN:	473/E008/17

Performance requirement	Deemed to satisfy	Alternative solution
DP4, DP5	**BCA-D1.7**	To permit discharge from fire isolated stair to discharge within a carpark with an open area marginally less than 1/3 than its perimeter
CP3, DP4	**BCA-C2.14**	To permit the corridor length serving apartments to marginally exceed 40m (upto 51m) without the use of smoke doors in the corridor
EP1.3	**BCA-E1.3**	To permit the fire pump room to be accessed from the carpark

ASSESSMENT METHOD (Refer BCA Introduction.)

☑ Verification Methods

Verification methods may include the following:

(a) Calculations - using analytical methods or mathematical models
(b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
(c) Other methods accepted by the relevant authority.

☑ Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

☑ The opinions of suitably qualified and experienced technical experts

SUPPORTING DOCUMENTATION

- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" AHC-100 dated 21 November 2018
- Lucid Consulting FER 12197-011 rev 2

REASONING

A fire engineered assessment has been undertaken of the departures from the deemed to satisfy provisions of the NCC BCA Vol 1. The performance based approach identifies the departures and provides measures to show that the performance provisions have been satisfied.

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

Katnich Dodd
Building Surveyors

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Vic Barone
3 December, 2018

Katnich Dodd
Building Certifiers
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Dependable

PC57930

DEVELOPMENT ACT, 1993
MINISTER'S SPECIFICATION SA 76

FORM 1
SCHEDULE OF ESSENTIAL SAFETY PROVISIONS

BUILDING WORK:	APARTMENT BUILDING – CONSTRUCTION OF A FOUR AND FIVE STOREY RESIDENTIAL FLAT BUILDING
SITE ADDRESS:	25 GLEN STUART ROAD WOODFORDE
APPLICANT:	WOODFORDE T&A PTY LTD
OWNER:	WOODFORDE T&A PTY LTD
CLASSIFICATION:	2 & 7a
RISE IN STOREYS:	5
TYPE OF CONSTRUCTION:	A
DEVELOPMENT APPLN:	473/E008/17

This is to specify the essential safety provisions required for the above building and the standards/codes/conditions of approval for maintenance and testing in respect of each of those provisions:

ITEMS TO BE INSPECTED OR TESTED	DEEMED TO SATISFY INSTALLATION STANDARDS OF APPROVAL	STANDARDS & REQUIREMENTS FOR MAINTENANCE AND TESTING OF ESPS
1 Structural fire protection and compartmentation		
(a) Fire resistant materials applied to building elements, including intumescent paints, fire protective sprays, coatings and boards.	NCC Volume One - Section C (as applicable)	Annual inspections to check the integrity of fire resistant materials and/or as prescribed in AS 1851, sections 1 and 12.
(b) Fire hazard properties of floor, wall and ceiling linings; floor coverings, air handling ductwork, lift cars, non-required and non-fire isolated stairways or ramps, attachments to internal floors, walls and ceilings, insulation, proscenium curtain and auditorium seating, etc	NCC Volume One – Specification C1.10	Annual inspection to identify any changes to linings and finishes
(c) Compartmentation including bounding construction and service penetrations through fire resistant structures (includes fire walls; smoke walls; fire resistant exits, and fire resistant elements such as walls, floors, ceilings, protective coverings, lift shafts, services shafts/ducts, access panels and control joints).	NCC Volume One - Parts C2 and C3 and Specifications C1.1 and C3.15	Annual inspections for damage or deterioration; identify and rectify any non-compliance; and as prescribed in AS 1851, sections 1 and 12 for protection of structural elements.
(d) Fire doors (with smoke seals)	NCC Volume One - Clause C3.4 and Specification C3.4; and AS1905.1	As prescribed in AS 1851, sections 1 and 12.

2 Means of egress			
(a)	Exits and paths of travel to exits including doors, doorways, operation of latches (including automatic closing or unlocking devices), ramps, stairways and clearance from obstructions and protection of openable windows.	NCC Volume One - Section D	Three monthly inspection of exits and paths of travel to exits to check their ongoing compliance and ensure there are no impediments that could delay or prevent occupants evacuating to a safe place in an emergency.
(b)	Alternative solutions – means of egress	As approved by the relevant authority (To permit egress through the carpark with openings less than 1/3 of the perimeter).	As approved by the relevant authority (To permit egress through the carpark with openings less than 1/3 of the perimeter).
3 Signs			
(a)	Warning signs concerning use of lifts in the event of fire	NCC Volume One - Clause E3.3	Check annually that warning signs are not damaged, and continue to be clearly visible to persons approaching the lift.
(b)	Illuminated exit signs (including internally and externally illuminated exit signs	NCC Volume One – Clauses E4.5 and E4.8; and AS 2293.1	Check monthly that exit signs are not damaged, and continue to be clearly visible to persons approaching the exit. In addition, six monthly and yearly procedures as prescribed in AS/NZS 2293.2 sections 2 or 3 as relevant to the type of system (a single point or central system).
(c)	Identification signage on fire doors and smoke doors; signs on egress doors leading from fire-isolated passageways	NCC Volume One - Clauses D2.23 and C3.6 (and/or as approved by the relevant authority).	Check door signage six monthly to ensure signs are not damaged and continue to be clearly visible to persons approaching the doorway or exit.
4 Emergency lighting			
(a)	Emergency lighting	NCC Volume One - Clause E4.2 and E4.4 and AS 2293.1.	Check power availability monthly. In addition, six monthly and yearly procedures as prescribed in AS/NZS 2293.2 sections 2 or 3.
5 Fire-fighting services and equipment			
(a)	Fire pump sets	Section 6 of AS 2419.1; sections 4 and 12 of AS 2118.1; and AS 2941	As prescribed in AS 1851, sections 1 and 3.
(b)	Fire hydrant installations, including fire mains and booster assemblies	NCC Volume One - Clause E1.3; and AS 2419.1.	As prescribed in AS 1851, sections 1 and 4.
(c)	Fire hose reels	NCC Volume One - Clause E1.4; and AS 2441.	As prescribed in AS 1851, sections 1 and 9.
(d)	Portable fire extinguishers	NCC Volume One – Clause E1.6, Table E1.6; and AS 2444	As prescribed in AS 1851, sections 1 and 10 and check annually that no additional risks have arisen due to the changed nature or quantity of materials stored, displayed or used in the building.
(e)	Alternative solutions – fire-fighting services and equipment	As approved by the relevant authority (To permit access to the fire pump room from a non fire isolated pathway).	As approved by the relevant authority (To permit access to the fire pump room from a non fire isolated pathway).
6 Fire and smoke control features of mechanical services			
(i)	Fire dampers – mechanical and intumescent	AS 1682 and AS/NZS 1668.1	As prescribed in AS 1851, sections 1 and 13.

8	**Automatic fire detection and alarm systems**		
(a)	Fire detection and alarm systems (with 180min ADF before automatic initiation of GFA)	NCC Volume One - Clause E2.2 and Specification E2.2a and AS 1670	As prescribed in AS 1851, sections 1 and 6.
(c)	Building occupant warning systems	NCC Volume One - Specifications E1.5 and E2.2a, AS 1670.1 and AS 2293.1.	As prescribed in AS 1851, sections 1 and 6.
(d)	Alternative solutions – automatic fire detection and alarm systems	AS1670 Fire detection and alarm systems (with 180min ADF before automatic initiation of GFA)	AS1670 Fire detection and alarm systems (with 180min ADF before automatic initiation of GFA)
9	**Lifts**		
(a)	Lifts providing a stretcher facility	NCC Volume One - Part E3	Annual inspection to check stretcher facility is available.
(b)	Fire service controls in lifts (buildings over 12 m in effective height)	NCC Volume One - Part E3 and Specification E3.1	Annual inspection to check activation and operation of fire service controls

Katnich Dodd
Building Surveyors

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Vic Barone
3 December, 2018

STATE COMMISSION ASSESSMENT PANEL

REGULATION 47A – UPDATED DECISION

Application Number: 473/E008/17 R2

Documents Dated: 31/10/19 **Documents Received:** 31/10/19 **File Reference:** 2017/06103/01	**Council Reference:** 17/272/473 **Contact Officer:** Nitsan Taylor **Telephone:** 7109 7064

TO: Woodforde T&A Pty Ltd
ADDRESS: c/- Starfish Developments
Lvl 6/1/431-439 King William Street
ADELAIDE SA 5000
EMAIL: ben.teague@starfishdevelopments.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot / Plan No	Street	Suburb	Hundred	Title Reference
Lot 162 in DP 118442	25 Glen Stuart Road	Woodforde	Adelaide	CT 6207/86

NATURE OF PROPOSED DEVELOPMENT: Construction of a four and five storey residential flat building comprising 46 dwellings and ground level/undercroft car parking, and associated visitor parking, landscaping and site works – *EXTENT OF VARIATION – installation of external solid door to penthouse apartment to provide access to the eastern balcony*

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	GRANTED	10 August 2017	Eight (8)
Extension of Consent (6 months)	GRANTED	14 June 2018	-
DEVELOPMENT APPROVAL	**STILL REQUIRED**		
Regulation 47A Update R1	GRANTED	20 July 2018	One (1)
Regulation 47A Update R2	GRANTED	8 November 2019	One (1)

This decision only updates the approved plans (previously granted consent under Condition 1 for DA 473/E008/17 and 473/E008/17 R1). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.

Nitsan Taylor
SENIOR PLANNING OFFICER – DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Development Plan Consent: 10 August 2017
Development Plan Consent Extended to: 10 February 2018
Date of Reissue R2: 8 November 2019
Pages: 1

DEVELOPMENT APPLICATION - 473/E008/17 R2

Preamble

a) On 10 August 2017 the State Commission Assessment Panel granted Development Plan consent for DA 473/E008/17 with eight (8) conditions.

b) On 14 June 2018, the State Commission Assessment Panel granted a six (6) month extension to the Planning Consent, with substantial commencement required by 10 February 2019 and completion of the development required by 10 February 2021.

c) On 20 July 2018 an updated decision was issued (Revision 1) for DA 473/E008/17 for minor variations made under Regulation 47A. The variation comprised the replacement of the car park roof with an open arbour structure comprising horizontal stainless steel grow wires; installation of planter boxes at ground level and first level and associated landscape plantings; installation of clear roof sheeting below the arbour to ensure all-weather coverage of car parking spaces; change of roof form; increase in spandrel wall height to penthouse; removal of stairwell windows; addition of a roof plant deck to level 4; minor changes to the north elevation of the penthouse apartment; and minor reconfiguration of the car park area.

d) On 31 October 2019 amended plans were submitted to allow for the installation of an external solid core door to the penthouse apartment to provide access from the penthouse to theeastern balcony.

Planning Conditions:

1. The development shall be established in strict accordance with the documents and stamped plans granted Development Plan consent on 10 August 2017, revised plans (r1) granted consent on 20 July 2018, and associated conditions and notes, as amended by the stamped plans and documentation submitted in Development Application No 473/E008/17 R2 (Reg 47A Minor Amendment).

Advisory Note:

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 473/E008/17 and 473/E008/17 R1) remain valid.

STATE COMMISSION ASSESSMENT PANEL

A COMMITTEE OF THE STATE PLANNING COMMISSION

State Commission Assessment Panel

Level 5
50 Flinders Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

08 7109 7061

SCANNED
22 AUG 2017
ADELAIDE HILLS COUNCIL
RECEIVED
22 AUG 2017

14 August 2017

Mr Sam Clements
Senior Statutory Planner – Development Services
Adelaide Hills Council
PO Box 44
WOODSIDE SA 5244

Dear Mr Clements

Application Number:	473/E008/17
Applicant:	Woodforde T&A Pty Ltd
Proposed Development:	Construction of a four and five storey residential flat building comprising 46 dwellings and ground level/undercroft car parking, and associated visitor parking, landscaping and site works.
Subject Land:	Lot 162 (formerly 157) in DA 473/D049/15, 25 Glen Stuart Road, Woodforde

Attached is a copy of a Development Plan consent issued by the Development Assessment Commission for the above development.

Under the provisions of Section 34(2)(c) and (d) of the *Development Act 1993*, the Commission has advised the applicant that the building rules assessment can be conducted either by Council or by a private certifier. Pursuant to these provisions the Commission asks Council to finalise the application once Building Rules Consent is granted and issue the required approvals as appropriate, consistent of course, with the Development Plan consent issued by the Commission.

If you have any questions relating to this matter please contact **Nitsan Taylor** of this office by telephone on **7109 7064** or email *nitsan.taylor@sa.gov.au*.

Yours sincerely

Nitsan Taylor
SENIOR PLANNING OFFICER
for the
STATE COMMISSION ASSESSMENT PANEL

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Nitsan Taylor
Telephone: 0871097064
KNET Reference: 2017/06103/01

Development Number:
473/E008/17
Council Reference:
17/272/473

FOR DEVELOPMENT APPLICATION

DATED: 31 May 2017
REGISTERED ON: 02 March 2017

TO: Woodforde T& A Pty Ltd
c/- Intro Design Pty Ltd
PO Box 207
Rundle Mall
ADELAIDE SA 5000
EMAIL: a.gatti@intro.com.co

ADELAIDE HILLS COUNCIL
RECEIVED
22 AUG 2017

LOCATION OF PROPOSED DEVELOPMENT:

Allotment	Street	Suburb	Hundred	Title Reference
Lot 162 in DA 473/D049/15 (part Lot 1002 in DP 115165)	25 Glen Stuart Road	Woodforde	Adelaide	PT CT 6187/561

NATURE OF PROPOSED DEVELOPMENT: Construction of a four and five storey residential flat building comprising 46 dwellings and ground level/undercroft car parking, and associated visitor parking, landscaping and site works.

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	CONDITIONS	RESERVE MATTERS
Development Plan Consent	GRANTED	EIGHT (8)	N/A
Building Rules Consent	STILL REQUIRED		
DEVELOPMENT APPROVAL	**STILL REQUIRED**		

Any conditions imposed are set out on the attached sheet.

74 representations from third parties concerning your category 3 proposal were received.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act (**fifteen business days**) have expired. **If there is an appeal by a third party, any consent or consent with conditions shall not commence until determination of the appeal. On expiry of fifteen business days from the date of the decision on your application you should contact the Environment Resources and Development Court (8204 0300) to find out if there has been an appeal lodged.**

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

Nitsan Taylor
SENIOR PLANNING OFFICER
for the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 10 August 2017
[3] **Sheets Attached**

DEVELOPMENT APPLICATION - 473/E008/17

Planning Conditions

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and following plans submitted in Development Application No 473/E008/17.

Enzo Caroscio Architecture – Job No. 16002

Drawing Title	Drawing No.	Revision	Date
Master Site Plan	A1.00[A5]	5	28/6/17
Master Plan - Stage 2 Building Heights	A1.01[A3]	3	11/5/17
Site Plan	A1.02[A5]	5	28/6/17
Site Analysis	A1.03[A3]	3	11/5/17
Site Proximity	A1.04[A3]	3	11/5/17
Lower Ground	A2.01[A6]	6	11/7/17
Ground Floor	A2.02[A5]	5	28/6/17
Level 1	A2.03[A5]	5	28/6/17
Level 2	A2.04[A6]	6	11/7/17
Level 3	A2.05[A6]	6	11/7/17
Level Roof	A2.06[A5]	5	28/6/17
West Elevation	A3.01[A6]	6	11/7/17
North Elevation	A3.02[A6]	6	11/7/17
East Elevation	A3.03[A6]	6	11/7/17
South Elevation	A3.04[A5]	5	28/6/17
Section A	A3.10[A5]	5	28/6/17
Section B	A3.11[A5]	5	28/6/17
Apartment Types	A4.01[A3]	3	11/5/17
Car Park Screen Detail	A5.01[A5]	5	28/6/17
Penthouse Screening Detail	A5.02[A6]	1	11/7/17
Precedents	A8.00[A3]	3	8/5/17
Materials & Finishes	A8.01[A3]	3	11/5/17
3D Views	A9.01[A6]	6	11/7/17
3D Views	A9.02[A6]	6	11/7/17
Lobby View	A9.03[A5]	5	28/5/17
Summer Solstice	A10.01[A3]	3	21/3/17
Winter Solstice	A10.02[A3]	3	21/3/17
Area Schedule	A10.10[A5]	5	28/6/17

Intro Design Pty Ltd
Planning Report dated February 2017
Response to RFI dated 28 March 2017
RFI response dated 24 May 2017
Response to Representations dated 29 May 2017
Response to Lot 157 Woodforde – DAC resolution 7/7/17 – email dated 17/7/17

GTA
Response to Representation – Car Parking Assessment, Ref No. S129410, dated 23/5/17
Response to Representation – Car Parking Assessment, Ref. No. S129410, dated 27/6/17
Response to DAC Comments (dated 7th July 2017), Ref. No. S129410, dated 14/7/17
Response to Council Comments (dated 2nd August 2017), Ref. No. S129410, dated 4 August 2017

Fyfe
Locality and Layout 1 Plan, Dwg. No. 20590-502-1-CV-SK204 Rev A, 12/7/17
Proposed Layout and Cross Section Parking Bay 1 and Lewis Walk, Dwg. No. 20590-502-1-CV-SK205 Rev A, 12/7/17

Adams Consulting Engineers
Lot 157 Drainage, Project No. 160419, Dwg No. SKC001 Rev 1, 17/3/17
Lot 157 Drainage, Project No. 160419, Dwg No. SKC002 Rev 1, 17/3/17

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Tract
Landscape Plan – Lower Ground, Dwg No. 0314_0655 D70-11 Rev 06, 28/6/17
Landscape Plan – Ground Floor, Dwg No. 0314_0655 D70-12, Rev 06, 28/6/17

Alexander Symonds Surveying Consultants
Magill Training Centre Site, View-shed Survey Photo Report, Ref. A053514, Rev 0, 16/5/17

Arborman Tree Solutions
Preliminary Development Impact Advice, Ref No. ATS3902-Lot 157 Apartment Development, 28/11/16

Greencap
Soil Remediation & Validation Report – Stage 2 (Remainder), Ref No. J142966, May 2017

2. Landscaping shown on the approved plans shall be established prior to the operation of the development and shall be maintained and nurtured at all times with any diseased or dying plants being replaced.

3. An automatic watering system shall be installed that provides sufficient water supply to ensure the on-going growth and survival of the landscape plantings established in accordance with the approved plans.

4. A final detailed Stormwater Management Plan shall be submitted, in consultation with the Adelaide Hills Council, to the satisfaction of the State Commission Assessment Panel. The details of the plan shall be incorporated within the Building Rules Consent documentation, submitted for Development Approval, and be implemented prior to occupation or use of the development.

5. All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2015 (Part 3) to ensure that stormwater does not adversely affect any adjoining property or public road.

6. All vehicle car parks, driveways and vehicle entry and manoeuvring areas shall be designed and constructed in accordance with Australian Standards (AS/NZS 2890.1:2004 and AS/NZS 2890.6.2009) and be constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice and appropriately line marked to the reasonable satisfaction of the State Commission Assessment Panel prior to the occupation or use of the development.

7. Prior to the commencement of construction, a Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards – including the EPA publications "Handbook for Pollution Avoidance on Commercial and Residential Building Sites – Second Edition" and, where applicable, "Environmental Management of On-site Remediation" – to minimise environmental harm and disturbance during construction. Such a plan shall be submitted to Adelaide Hills Council.

8. An appropriate Soil Erosion and Drainage Management Plan (SEDMP) (as described in the "Stormwater Pollution Control, General Code of Practice for Local, State and Federal Government") shall be prepared and implemented which includes a range of strategies to collect, treat, store and dispose of stormwater during construction and from the final form of the development (i.e. from roofs, driveways, parking areas, lawns, etc) while minimising disposal into the environment.

   EPA information sheets, guidelines documents, codes of practice, technical bulletins etc can be accessed on the following website: http://www.epa.sa.gov.au.

Advisory Notes

a. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the State Commission Assessment Panel.

b. The authorisation will lapse if not commenced within 12 months of the date of this Notification.

c. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Panel.

d. The shortfall of 15 carparking spaces as a result of this development plan consent is acknowledged and deemed to be catered for in the adjacent on street carparking as shown on the plans prepared by Fyfe Pty Ltd drawing number 20590-502-1-CV- SK12, 13, 14 and 15 revision B.

e. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.

f. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow.

g. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

h. This application will result in an amendment to the land division, with this amendment to be formalised by a variation to the approved consent.

i. The applicant is advised that the future detailed engineering design of Lewis Walk and the junction with Buchanan Drive should be undertaken in consultation with the Adelaide Hills Council. Note that Council has requested that the surface treatment of Lewis Walk adjacent the on-site visitor car parking area is different to the remainder of Lewis Walk and Buchanan Drive (e.g. a raised paved surface) to indicate that it is a low speed/shared space environment.

j. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act 1993, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.

k. If regulated or significant trees are to be retained, the applicant is advised to consult Australian Standard AS 4970 – 2009 Protection of Trees on Development Sites to ensure the incorporation of protective fencing, mulch and appropriate remedial treatments.

Requirements of the standard include:

- The establishment of Tree Protection Zones to restrict activities including the dumping of waste, machine excavation, storage and preparation of chemicals, and physical damage to trees;
- The erection of protective fencing around a Tree Protection Zone prior to machinery or materials brought onto the site;
- The use of approved signs to identify the Tree Protection Zone;
- Mulching, watering and weed removal recommendations to maintain the tree protection zone.

Regular monitoring of tree protection measures should be undertaken throughout the development and construction process to ensure that any trees to be retained on the site are carefully managed to ensure their long-term survival and growth.

Nitsan Taylor
SENIOR PLANNING OFFICER
for the
STATE COMMISSION ASSESSMENT PANEL

STATE COMMISSION ASSESSMENT PANEL

REGULATION 47A – UPDATED DECISION

Application Number: 473/E008/17 R1

Documents Dated: 26/6/18 & 10/7/18 **Documents Received:** 27/6/18 & 10/7/18 **File Reference:** 2017/06103/01	**Council Reference:** 17/272/473 **Contact Officer:** Nitsan Taylor **Telephone:** 7109 7064

TO: Woodforde T&A Pty Ltd
ADDRESS: c/- Intro Design
PO Box 207
RUNDLE MALL SA 5000
EMAIL: patrick.stabile@starfishdevelopments.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot / Plan No	Street	Suburb	Hundred	Title Reference
Lot 162 in DP 118442	25 Glen Stuart Road	Woodforde	Adelaide	CT 6207/86

NATURE OF PROPOSED DEVELOPMENT: Construction of a four and five storey residential flat building comprising 46 dwellings and ground level/undercroft car parking, and associated visitor parking, landscaping and site works – *EXTENT OF VARIATION – replacement of the car park roof with an open arbour structure comprising horizontal stainless steel grow wires; installation of planter boxes at ground level and first level and associated landscape plantings; nstallation of clear roof sheeting below the arbour to ensure all-weather coverage of car parking spaces; change of roof form; increase in spandrel wall height to penthouse; removal of stairwell windows; addition of a roof plant deck to level 4; minor changes to the north elevation of the penthouse apartment; minor reconfiguration of the car park area.*

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	GRANTED	10 August 2017	Eight (8)
Extension of Consent (6 months)	GRANTED	14 June 2018	-
DEVELOPMENT APPROVAL	**STILL REQUIRED**		
Regulation 47A Update R1	GRANTED	20 July 2018	One (1)

This decision only updates the approved plans (previously granted consent under Condition 1 under DA 473/E008/17). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.



Lauren Talbot
TEAM LEADER – DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Development Plan Consent: 10 August 2017
Development Plan Consent Extended to: 10 February 2018
Date of Reissue R1: 20 July 2018
Pages: 3

DEVELOPMENT APPLICATION - 473/E008/17 R1

Preamble

a) On 10 August 2017 the State Commission Assessment Panel granted Development Plan consent for DA 473/E008/17 with eight (8) conditions.

b) On 14 June 2018, the State Commission Assessment Panel granted a six (6) month extension to the Planning Consent, with substantial commencement required by 10 February 2019 and completion of the development required by 10 February 2021.

c) On 20 July 2018 an updated decision was issued (Revision 1) for DA 473/E008/17 for minor variations made under Regulation 47A. The variation comprised the replacement of the car park roof with an open arbour structure comprising horizontal stainless steel grow wires; installation of planter boxes at ground level and first level and associated landscape plantings; installation of clear roof sheeting below the arbour to ensure all-weather coverage of car parking spaces; change of roof form; increase in spandrel wall height to penthouse; removal of stairwell windows; addition of a roof plant deck to level 4; minor changes to the north elevation of the penthouse apartment; and minor reconfiguration of the car park area.

Planning Conditions:

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans approved on 10 August 2017 and varied on 20 July 2018, and associated conditions and notes, as amended by the plans submitted in Development Application No 473/E008/17 R1 (Reg 47A Minor Amendment) below:

Minor variation – Revision 1

Enzo Caroscio Architecture – Job No. 16002

Drawing Title	Drawing No.	Revision	Date
Master Site Plan	A1.00	R1	27/6/18
Site Plan	A1.01	R1	27/6/18
Level GF	A2.01	R2	27/6/18
Level 01	A2.02	R2	27/6/18
Level 02	A2.03	R1	27/6/18
Level 03	A2.04	R1	27/6/18
Level 04	A2.05	R1	27/6/18
Level Roof	A2.06	R1	27/6/18
West Elevation	A3.00	R2	10/7/18
North Elevation	A3.01	R2	10/7/18
East Elevation	A3.02	R4	10/7/18
South Elevation	A3.03	R2	10/7/18
Section 01	A3.10	R1	27/6/18
Section 02	A3.11	R1	27/6/18
Arbour + Carpark Screen Details	A3.12	R1	27/6/18
3D View – North West Aerial	A4.00	R1	27/6/18
3D View – North East Aerial	A4.01	R1	27/6/18
3D View – South West Aerial	A4.02	R1	27/6/18
3D View – South East Aerial	A4.03	R1	27/6/18

Lucid Consulting

Drawing Title	Drawing No.	Revision	Date
Level 4 Air Conditioning and Ventilation Arrangement	LCE12197-M06	T2	17/4/18
Fourth Floor Water and Gas Reticulation Arrangement	LCE12197-H12	T2	20/4/18

Advisory Note:

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 473/E008/17) remain valid.

STATE COMMISSION ASSESSMENT PANEL

REGULATION 47A – UPDATED DECISION

Application Number: 473/D049/15 R4

Documents Dated: 21 August 2017 **Documents Received:** 22 August 2017 **File Reference:** 2015/19368/01	**Council Reference:** 15/D49/473 **Contact Officer:** Nitsan Taylor **Telephone:** 7109 7064

TO: Woodforde JV Pty Ltd
ADDRESS: C/- Alexander Symonds Pty Ltd
PO Box 1000
KENT TOWN SA 5071
EMAIL: planning@alexander.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	Title Reference
101 in DP 84323	Glen Stuart Road	Woodforde	Adelaide	6064/319
304 in DP 43868	Norton Summit Road	Woodforde	Adelaide	5301/258

NATURE OF PROPOSED DEVELOPMENT: Staged land division of 2 allotments into 288 allotments with associated roads, public reserves, infrastructure and site works; and the removal of 27 regulated trees (8 significant) – *EXTENT OF VARIATION R4: minor amendments to plan of division (Stage 2)*

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	GRANTED	25 February 2016	SIXTEEN (16)
Land Division	GRANTED	25 February 2016	FORTY-ONE (41)
DEVELOPMENT APPROVAL	**GRANTED**	**25 February 2016**	**FIFTY-SEVEN (57)**
Reg 47A Amendment	GRANTED	8 September 2017	

This decision only updates the approved plans (previously granted consent under Condition 1 under DA 473/D049/15). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.

Simon Neldner
TEAM LEADER – DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Reissue: 8 September 2017
Pages: 2

DEVELOPMENT APPLICATION – 473/D049/15 R4

Preamble

a) On 25 February 2016, the Development Assessment Commission granted Development Approval to DA 473/D049/15 with 57 conditions.

b) On 16 June 2016, an updated decision was issued (Revision 1) for minor variations made to the conditions of approval and the plan of division, resulting in an increase in the number of allotments created from 288 to 291.

c) On 15 February 2017, an updated decision was issued (Revision 2) for minor variations to Stage 2 of the plan of division, resulting in an increase in the number of allotments created from 291 to 297.

d) On 24 March 2017, an amended plan of division was submitted (Revision 3) for minor variations to Stage 2 of the plan of division, resulting in a decrease in the number of allotments created from 297 to 293 (with the amalgamation of previously approved contiguous allotments).

e) On 22 August 2017, an amended plan of division was submitted (Revision V) for minor variations to the Stage 2 of the plan of division, resulting in a decrease in the number of allotments created from 293 to 288 (with the amalgamation of previously approved contiguous allotments) and minor alterations to some allotment boundaries.

Planning Conditions:

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans approved on 25 February 2016 and varied on 16 June 2016, 15 February 2017 and 24 March 2017, and associated conditions and notes, and as amended by the plans submitted in Development Application No 473/D049/15 R4 (Reg 47A Minor Amendment) below:

   Alexander Symonds
   Plan of Division, Dwg No. A053514PROP(V), Rev V, 21/08/17

Advisory Note:

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 473/D049/15, DA 473/D049/15 R1, DA 473/D049/15 R2 and DA 473/D049/15 R3) remain valid.

DEVELOPMENT ASSESSMENT COMMISSION

REGULATION 47A – UPDATED DECISION

Application Number: 473/D049/15 R1

Documents Dated: 12 May 2016 **Documents Received:** 12 May 2016 **File Reference:** 2015/19368/01	**Council Reference:** 15/D49/473 **Contact Officer:** Nitsan Taylor **Telephone:** 7109 7064

TO: Woodforde JV Pty Ltd
ADDRESS: C/- Alexander Symonds Pty Ltd
PO Box 1000
KENT TOWN SA 5071
EMAIL: planning@alexander.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	Title Reference
101 in DP 84323	Glen Stuart Road	Woodforde	Adelaide	6064/319
304 in DP 43868	Norton Summit Road	Woodforde	Adelaide	5301/258

NATURE OF PROPOSED DEVELOPMENT: Staged land division of 2 allotments into 288 allotments with associated roads, public reserves, infrastructure and site works; and the removal of 27 regulated trees (8 significant) – *EXTENT OF VARIATION: minor amendments to conditions, extended timeframe for completion, minor amendments to plan of division*

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	GRANTED	25 February 2016	SIXTEEN (16)
Land Division	GRANTED	25 February 2016	FORTY-ONE (41)
DEVELOPMENT APPROVAL	GRANTED	25 February 2016	FIFTY-SEVEN (57)

This decision only updates the approved plans (previously granted consent under Condition 1 under DA 473/D049/15). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.

Allen

ANITA ALLEN
MANAGER STRATEGIC ASSESSMENT AND INVESTMENT
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Original Decision: 25 February 2016
Date of Reissue: 16 June 2016
Pages: 7

DEVELOPMENT APPLICATION – 473/D049/15 R1

PLANNING CONDITIONS

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and following plans submitted in Development Application No 473/D049/15.

   Alexander Symonds
   Plan of Division, Ref. No. A053514.0000, Dwg. No. A053514PROP(M), Rev M, dated 8/6/2016
   Tree Survey, Dwg. No. A053514TREES Rev C, dated 27/1/2016

   Intro
   Planning Statement, Project No. 1433, dated October 2015
   Response to Representations, dated 6 January 2016
   Response to Council Conditions, dated 28 January 2016

   Greenhill Engineers Pty Ltd
   Stormwater Management Report, Project No. 13-908, Ref. No. 12238; Rev C, 19 October 2015
   Response to EPA Information Request, Ref. No. 12997, dated 7 January 2016
   Response to Campbelltown Council stormwater issues via email to Peter Wellington, Devine Communities, dated 12 February 2016

   GTA Consultants
   Transport Impact Assessment, Ref. 15A1049000, dated 20/10/15
   Response to Representations, Ref. No. 15A1049000, dates 4 January 2016

   Tract
   Urban Design Place Report, Project 0314-0655-Magill Youth Training Facility – Woodforde, Doc. No. R002_Urban Design Place Report, Rev 04, 16 October 2015

   Arborman Tree Solutions
   Arboricultural Impact Assessment, Tree Report ATS3197-GleStuRdVsp, dated 11 August 2015
   Preliminary Tree Assessment, Tree Report ATS3181- GleStuRdVsp, dated 27 July 2015

2. A detailed plan shall be provided, in consultation with Council, that shows offsite road/footpath/kerb infrastructure and treatments on Glen Stuart Road and Kintyre Road, to the reasonable satisfaction of the Development Assessment Commission.

3. The northern access road to Glen Stuart Road shall be designed to accommodate both left in / left out and right in / right out traffic movements.

4. The road design and construction shall comply as a minimum to the requirements prescribed in the relevant Australian Standard and Council's 'Engineering Guide Lines - Standard Residential Road Designs' excluding laneways which are 8m or smaller in width.

5. The Applicant shall submit a detailed design of the laneways to the satisfaction of the Development Assessment Commission prior to the commencement of site works. The detailed design should demonstrate that the laneways can accommodate the vehicular carriageway, vehicle movements into and exiting carports (swept paths), bin location, street trees, pad mount electricity transformers, fire hydrants and lighting.

6. Detailed design of the roadway adjoining the public reserve areas shall include:
   - Visitor parking bay/s along the northern road of the Stage 3A reserve area.
   - Visitor parking bays adjacent the townhouse allotments that abut proposed reserve areas.

7. Detailed design shall connect the northern internal road in Stage 3A to the internal road in Stage 3B via an all-weather access track in order to provide emergency vehicle access between the stages.

8. Detailed design of the road layout shall demonstrate that swept paths are satisfactory to accommodate movement of garbage trucks without creating safety issues such as overhang of pedestrian footpaths.

9. A concept plan shall be provided for pedestrian paths for the whole development that demonstrates connectivity to existing assets along Kintyre Road and Glen Stuart Road, to the reasonable satisfaction of the Development Assessment Commission.

10. A final design plan of areas to be developed as open space shall be submitted to the reasonable satisfaction of the Development Assessment Commission prior to the commencement of site works for the relevant stage.

11. Street trees and associated street level landscaping shall be undertaken in accordance with the Urban Design Place Report by Tract dated 16 October 2015.

12. The detailed design of the stormwater management must:
    a. meet the following quality targets:
        - suspended solids – 80% retention of the typical urban annual load with no treatment
        - total phosphorus – 60% retention of the typical urban annual load with no treatment
        - total nitrogen – 45% retention of the typical urban annual load with no treatment

    b. ensure runoff is maintained in accordance with the requirements set out within the Stormwater Management Report

    c.ensure groundwater resources are not impacted, and

    d. mitigate flood risk.

13. All stormwater design and construction shall be in accordance with the relevant Australian Standard and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property or public road.

14. Allotments that do not have access to discharge stormwater direct to the street-table through gravity, shall be provided with relevant easements for the placement of stormwater infrastructure to enable discharge to the street table or underground pipe network under gravity.

15. A Soil Erosion and Drainage Management Plan (SEDMP) must be prepared prior to construction and implemented in accordance with the Stormwater Pollution Prevention: Code of Practice for the Building and Construction Industry http://www.epa.sa.gov.au/files/47790_bccop1.pdf to the reasonable satisfaction of the Adelaide Hills Council to prevent soil sediment and pollutants leaving the site or entering watercourses during development of the site.

16. Prior to the commencement of construction, a Construction Environment Management Plan (CEMP) must be prepared and submitted to the reasonable satisfaction of the Adelaide Hills Council. The CEMP must address the mitigation or minimisation of impacts (especially noise and dust) during the construction phase and must be implemented during site works.

LAND DIVISION REQUIREMENTS

17. The financial requirements of the SA Water Corporation shall be met for the provision of water supply. SA Water 90148/15.

18. The augmentation requirements of the SA Water Corporation shall be met.

19. The necessary easements shall be granted to the SA Water Corporation free of charge.

20. A final plan per development stage complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

21. The applicant/developer shall submit to the Development Assessment Commission an Interim Audit Advice (prepared by an EPA-accredited site contamination auditor) and associated

Remediation Management Plan for each stage of the plan of division prior to Section 51 clearance being issued for each applicable stage.

22. A hard copy and electronic copy of the final design plans (formatted to Auto CAD-DWG/DXF files) shall be provided to Adelaide Hills Council prior to construction commencing.

COUNCIL'S TECHNICAL REQUIREMENTS

VESTING OF RESERVES

23. The applicant/developer shall enter into a deed of agreement with Council regarding works to be undertaken to the proposed 5.451ha reserve area shown on the plan of division, which outlines all proposed works, upgrades, cost responsibilities and timing of works. Other associated matters including tenure of the site during such works, insurance, public liability and other relevant matters should also be addressed through this agreement (or additional agreements as the case may be).

ROADS

24. Roads, water tables and kerbing shall be constructed in accordance with Regulations 51 through to 55 of the Development Regulations 1993 and the Real Property (Land Division) Regulations 1995.

25. Proposed driveway crossovers along Glen Stuart Road should be paired in accordance with the approved plan of division and configured to maximise the availability of on-street parking.

26. Access to driveways shall be determined using the Australian Standard AS 2890.1- Parking Facilities, B85 template swept path with 0.3m minimum clearances each side. Access to driveways shall not be restricted in the event that vehicles are parked on-street immediately adjacent proposed driveway crossovers.

27. Car parking to minor collector and local streets must comply with AS 2890.5 Parking Facilities.

28. All line-marking should be designed and constructed in accordance with the relevant Australian Standards and the DPTI Pavement Marking Manual 2015.

29. Road pavements should be designed with a 30 year design life. Pavement designs should be in accordance with Pavement Design for Light Traffic, a Supplement to Austroads Pavement Design Guide.

30. All roads to be constructed with the Department for Planning Transport and Infrastructure (DPTI) approved quarry or recycled pavement material specification. Recycled grade material is only for use in sub-base pavement layers, and quarry grade for use in base-course layers.

31. All roads are required to be surfaced with asphalt to a minimum thickness of 30mm. All parking bays to be surfaced with a minimum of 30mm of asphalt.

32. Roads shall be primed or primer sealed prior to application of asphalt.

33. Prior to practical completion, a copy of compaction test results in accordance with AS 1289 – Methods of testing soils for engineering purposes, shall be provided to Council by the Superintendent of the following:

Roads
Four tests per thousand square metres of each layer are required. Council may request specific location of tests to be undertaken.

Trenches
One test per layer of each material every 30 metres of trenching. One test is required per trench to each service trench to each property.

34. Prior to each pavement layer being constructed, survey level checks of the subgrade and base course are required at 20m intervals to confirm the accuracy of site levels and should be submitted to Councils Engineering Department for review.

35. Prior to placement of any road pavement material all public utility service excavations under the road pavement are to be completed. Public service trenches are to be backfilled and compacted in accordance with AS 1289 – Methods of testing soils for engineering purposes.

STORMWATER DRAINAGE

36. Engineering Construction Specifications for all civil works shall be submitted by the Engineer and approved by Council prior to Engineering Approval being granted.

37. An as-constructed survey shall be provided of all invert levels and pipe sizes before Practical Completion. Practical Completion will not be accepted until an as-constructed survey has been received and approved by Council.

LANDSCAPING AND VERGE AREAS

38. Street tree plantings are to comply with Council's approved planting schedule to the reasonable satisfaction of Council.

39. Public open space areas designated as Reserves shall be vested to Council pursuant to Section 50 of the Development Act. Reserve areas are required to be developed in accordance with Council's Open Space Plan (based on the approved concept plans including details of any permanent water bodies and proposed detention/retention basins) and the Urban Landscape Guidelines. A scaled contoured plan is required to be submitted to Council for approval and to include; areas of drainage, paths, lighting, irrigation, fencing, park furniture, bollards, plantings, and any other infrastructure.

40. A plan should be submitted to Councils Technical Services Department which indicates the proposed locations of street signage prior to engineering approval being granted.

41. Street name signs should be provided in accordance with Council's Street Signage Strategy.

42. Naming of roads should be in accordance with Council's Policy for Street Naming.

43. Practical completion inspections for landscaping and open space to be undertaken by Council or its representative.

44. Common Service Trenches (CST) to be compacted to 90% MMDD (modified compaction).

45. Road reserve treatments regarding street tree locations, common service pit lids locations, bollard locations and street light locations should be approved by Council's Engineering Department.

46. All Public Utility Service lids are to conform to design levels specified by the Developer, a cross fall of 2% from the top of kerb to the property boundary. ANY variance with levels between the footpath and pit lids is at the Developer's cost. A survey of the finished level of public utility service lids must be submitted to Council at time of Practical Completion.

GENERAL REQUIREMENTS

47. Prior to construction commencing Engineering Approval must be obtained from Council. Sufficient documentation is required for assessment which may include:

- Staging plan
- General construction plan
- Geometric road setout plan
- Geometric drainage setout plan
- Final surface contours plan
- Cut and fill plan
- Pavement treatment plan
- Intersection design contour plan
- Traffic control plan (linemarking and signage)
- On-street parking and driveway crossover plan
- Waste management (garbage collection) plan
- Soil erosion and drainage management plan (SEDMP)
- Landscaping plans
- Road longitudinal sections

- Road cross sections
- Drainage longitudinal sections
- Drainage cross sections
- Construction details
- Construction specifications
- Stormwater calculations
- Pavement calculations
- Traffic impact statements
- Any other relevant plans, reports or calculations

48. Any modification to existing Service Authorities infrastructure as a result of this development will be at the Developer's cost.

49. Once the works have reached Practical Completion, the Superintendent is to notify Council and a practical completion inspection is to be undertaken by the Contractor, the Superintendent and a Council Representative. A Practical Completion Certificate which states that all the works have been completed in accordance with the approved plans and specification along with a defects list which has been prepared by the Superintendent must be submitted to Council and accepted by Council. Where multiple contractors are involved, separate practical-completion certificates shall be provided which outline the included scope of works relevant to each certificate.

50. The Developer is required to maintain the road, drainage and reserve infrastructure works for a 12 month defect liability period from the date of Practical Completion or the date of rectification if the defect item is considered major by Council.

51. The final plan shall show easements for Council stormwater and SA Water Sewer along the back of blocks where such blocks are below the level of the road frontage.

52. Pedestrian paths shall be constructed along Glen Stuart Road and Kintyre Road for the extent of the subject land, to the reasonable satisfaction of Council prior to Section 51 clearance for each relevant stage.

53. The applicant shall provide a dilapidation (infrastructure assessment report) report on the condition of existing infrastructure affected by the Development, prior to commencement of civil works.

54. All lighting of streets, public spaces and open spaces shall be in accordance with relevant AS/NZ standards – Lighting for roads and Public spaces. Poles and fittings to be designed/installed as per relevant power authority and all the fittings to be approved by the power authority.

55. Council is required to inspect the construction works at key hold points and the applicant shall provide an "Inspection Test Plans" (ITP) prior to commencement of any work. Hold points are to be signed off by Council before proceeding to next level of the construction works.

56. The Applicant shall provide Council with "As Constructed" diagrams for all new installed council infrastructure in hard copy and electronic formatted to Auto CAD-DWG/DXF files.

57. The Applicant shall provide Council with quality control reports relating to installed council infrastructure (eg compaction test results) prior to practical completion and where practicable prior to the relevant 'Hold Point' being reached.

ADVISORY NOTES

Procedural

a. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.

b. The authorisation will lapse if not commenced within 12 months of the date of this Notification.

c. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 5 years of the date of the Notification unless this period is extended by the Commission.

d. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.

e. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow.

f. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Land Division

g. The applicant/developer is advised to undertake detailed site investigations to identify existing underground services or any other assets/structures which belong to other authorities. Necessary easements and rights of way shall be provided to avoid future conflicts of ownership and operations of those assets.

h. The applicant/developer is advised that any future dwelling located within 500 metres of the High Bushfire Risk Area must comply with relevant Building Code requirements (the Bushfire Attack Level (BAL) low bushfire attack construction standards and Ministers Specification SA 78 regarding water tanks).

EPA

i. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practicable measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.

j. The EPA recommends that bio retention systems are designed having regard to the Cooperative Research Centre for Water Sensitive Cities Adoption Guidelines for Stormwater Biofiltration Systems (2015)
http://watersensitivecities.org.au/wp-content/uploads/2015/10/Adoption_Guidelines_for_Stormwater_Biofiltration_Systems_web.pdf

k. EPA information sheets, guidelines documents, codes of practice, technical bulletins etc can be accessed on the following web site: http://www.epa.sa.gov.au

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Nitsan Taylor
Telephone: 7109 7064
KNET Reference: 2015/19368/01

Development Number: 473/D049/15
Council Reference: 15/D49/473

FOR DEVELOPMENT APPLICATION

DATED: 06/11/2015
REGISTERED ON: 06/11/2015

TO: Woodforde JV Pty Ltd
c/- Alexander Symonds Pty Ltd
PO Box 1000
KENT TOWN SA 5071

EMAIL: planning@alexander.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section	Street	Suburb	Hundred	Title Reference
101 in DP 84323	-	Glen Stuart Road	Woodforde	Adelaide	6064/319
304 in DP 43868	-	Norton Summit Road	Woodforde	Adelaide	5301/258

NATURE OF PROPOSED DEVELOPMENT: Staged land division of 2 allotments into 288 allotments with associated roads, public reserves, infrastructure and site works; and the removal of 27 regulated trees (8 significant)

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	GRANTED	16		
Land Division	GRANTED	43		
DEVELOPMENT APPROVAL	**GRANTED**	59		

Any conditions imposed are set out on the attached sheet.

JEREMY WOOD
TEAM LEADER – COORDINATOR GENERAL AND PUBLIC HOUSING
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 25 February 2016
[8] Sheets Attached

DEVELOPMENT APPLICATION – 473/D049/15

PLANNING CONDITIONS

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and following plans submitted in Development Application No 473/D049/15.

   Alexander Symonds
   Plan of Division, Ref. NO. A053514.0000, Dwg. No. A053514PROP(H), Rev H, dated 12.10.2015
   Tree Survey, Dwg. No. A053514TREES Rev C, dated 27/1/2016

   Intro
   Planning Statement, Project No. 1433, dated October 2015
   Response to Representations, dated 6 January 2016
   Response to Council Conditions, dated 28 January 2016

   Greenhill Engineers Pty Ltd
   Stormwater Management Report, Project No. 13-908, Ref. No. 12238, Rev C, 19 October 2015
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   Transport Impact Assessment, Ref. 15A1049000, dated 20/10/15
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   Urban Design Place Report, Project 0314-0655-Magill Youth Training Facility – Woodforde, Doc. No. R002_Urban Design Place Report, Rev 04, 16 October 2015

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   Arboricultural Impact Assessment, Tree Report ATS3197-GleStuRdVsp, dated 11 August 2015
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2. A detailed plan shall be provided, in consultation with Council, that shows offsite road/footpath/kerb infrastructure and treatments on Glen Stuart Road and Kintyre Road, to the reasonable satisfaction of the Development Assessment Commission.

3. The northern access road to Glen Stuart Road shall be designed to accommodate both left in / left out and right in / right out traffic movements.

4. The road design and construction shall comply as a minimum to the requirements prescribed in the relevant Australian Standard and Council's 'Engineering Guide Lines - Standard Residential Road Designs' excluding laneways which are 8m or smaller in width.

5. The Applicant shall submit a detailed design of the laneways to the satisfaction of the Development Assessment Commission prior to the commencement of site works. The detailed design should demonstrate that the laneways can accommodate the vehicular carriageway, vehicle movements into and exiting carports (swept paths),

bin location, street trees, pad mount electricity transformers, fire hydrants and lighting.

6. Detailed design of the roadway adjoining the public reserve areas shall include:
   - Visitor parking bay/s along the northern road of the Stage 3A reserve area.
   - Visitor parking bays adjacent the townhouse allotments that abut proposed reserve areas.

7. Detailed design shall connect the northern internal road in Stage 3A to the internal road in Stage 3B via an all-weather access track in order to provide emergency vehicle access between the stages.

8. Detailed design of the road layout shall demonstrate that swept paths are satisfactory to accommodate movement of garbage trucks without creating safety issues such as overhang of pedestrian footpaths.

9. A concept plan shall be provided for pedestrian paths for the whole development that demonstrates connectivity to existing assets along Kintyre Road and Glen Stuart Road, to the reasonable satisfaction of the Development Assessment Commission.

10. A final design plan of areas to be developed as open space shall be submitted to the reasonable satisfaction of the Development Assessment Commission prior to the commencement of site works for the relevant stage.

11. Street trees and associated street level landscaping shall be undertaken in accordance with the Urban Design Place Report by Tract dated 16 October 2015.

12. The detailed design of the stormwater management must:
    a. meet the following quality targets:
       - suspended solids – 80% retention of the typical urban annual load with no treatment
       - total phosphorus – 60% retention of the typical urban annual load with no treatment
       - total nitrogen – 45% retention of the typical urban annual load with no treatment

    b. ensure runoff is maintained in accordance with the requirements set out within the Stormwater Management Report

    c. ensure groundwater resources are not impacted, and

    d. mitigate flood risk.

13. All stormwater design and construction shall be in accordance with the relevant Australian Standard and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property or public road.

14. Allotments that do not have access to discharge stormwater direct to the street-table through gravity, shall be provided with relevant easements for the placement of stormwater infrastructure to enable discharge to the street table or underground pipe network under gravity.

15. A Soil Erosion and Drainage Management Plan (SEDMP) must be prepared prior to construction and implemented in accordance with the Stormwater Pollution Prevention: Code of Practice for the Building and Construction Industry http://www.epa.sa.gov.au/files/47790_bccop1.pdf to the reasonable satisfaction of

the Adelaide Hills Council to prevent soil sediment and pollutants leaving the site or entering watercourses during development of the site.

16. Prior to the commencement of construction, a Construction Environment Management Plan (CEMP) must be prepared and submitted to the reasonable satisfaction of the Adelaide Hills Council. The CEMP must address the mitigation or minimisation of impacts (especially noise and dust) during the construction phase and must be implemented during site works.

LAND DIVISION REQUIREMENTS

17. The financial requirements of the SA Water Corporation shall be met for the provision of water supply. SA Water 90148/15.

18. The augmentation requirements of the SA Water Corporation shall be met.

19. The necessary easements shall be granted to the SA Water Corporation free of charge.

20. A final plan per development stage complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

21. The applicant/developer shall submit to the Development Assessment Commission an Interim Audit Advice (prepared by an EPA-accredited site contamination auditor) for each stage of the plan of division prior to Section 51 clearance being issued for each applicable stage.

22. The applicant/developer shall prepare and implement a Remediation Management Plan for each stage prior to Section 51 clearance for each applicable stage.

23. A hard copy and electronic copy of the final design plans (formatted to Auto CAD-DWG/DXF files) shall be provided to Adelaide Hills Council prior to construction commencing.

COUNCIL'S TECHNICAL REQUIREMENTS

VESTING OF RESERVES

24. The applicant/developer shall enter into a deed of agreement with Council regarding works to be undertaken to the proposed 5.451ha reserve area shown on the plan of division, which outlines all proposed works, upgrades, cost responsibilities and timing of works. Other associated matters including tenure of the site during such works, insurance, public liability and other relevant matters should also be addressed through this agreement (or additional agreements as the case may be).

ROADS

25. Roads, water tables and kerbing shall be constructed in accordance with Regulations 51 through to 55 of the Development Regulations 1993 and the Real Property (Land Division) Regulations 1995.

26. Proposed driveway crossovers along Glen Stuart Road should be paired and configured to maximise the availability of on-street parking.

27. Access to driveways shall be determined using the Australian Standard AS 2890.1-Parking Facilities, B85 template swept path with 0.3m minimum clearances each side. Access to driveways shall not be restricted in the event that vehicles are parked on-street immediately adjacent proposed driveway crossovers.

28. Car parking to minor collector and local streets must comply with AS 2890.5 Parking Facilities.

29. All line-marking should be designed and constructed in accordance with the relevant Australian Standards and the DPTI Pavement Marking Manual 2015.

30. Road pavements should be designed with a 30 year design life. Pavement designs should be in accordance with Pavement Design for Light Traffic, a Supplement to Austroads Pavement Design Guide.

31. All roads to be constructed with the Department for Planning Transport and Infrastructure (DPTI) approved quarry or recycled pavement material specification. Recycled grade material is only for use in sub-base pavement layers, and quarry grade for use in base-course layers.

32. All roads are required to be surfaced with asphalt to a minimum thickness of 30mm. All parking bays to be surfaced with a minimum of 30mm of asphalt.

33. Roads shall be primed or primer sealed prior to application of asphalt.

34. Prior to practical completion, a copy of compaction test results in accordance with AS 1289 – Methods of testing soils for engineering purposes, shall be provided to Council by the Superintendent of the following:

    Roads
    Four tests per thousand square metres of each layer are required. Council may request specific location of tests to be undertaken.

    Trenches
    One test per layer of each material every 30 metres of trenching. One test is required per trench to each service trench to each property.

35. Prior to each pavement layer being constructed, survey level checks of the subgrade and base course are required at 20m intervals to confirm the accuracy of site levels and should be submitted to Councils Engineering Department for review.

36. Prior to placement of any road pavement material all public utility service excavations under the road pavement are to be completed. Public service trenches are to be backfilled and compacted in accordance with AS 1289 – Methods of testing soils for engineering purposes.

STORMWATER DRAINAGE

37. Engineering Construction Specifications for all civil works shall be submitted by the Engineer and approved by Council prior to Engineering Approval being granted.

38. An as-constructed survey shall be provided of all invert levels and pipe sizes before Practical Completion. Practical Completion will not be accepted until an as-constructed survey has been received and approved by Council and the design drawings updated accordingly.

LANDSCAPING AND VERGE AREAS

39. Street tree plantings are to comply with Council's approved planting schedule to the reasonable satisfaction of Council.

40. Public open space areas designated as Reserves shall be vested to Council pursuant to Section 50 of the Development Act. Reserve areas are required to be developed in accordance with Council's Open Space Plan (based on the approved concept plans including details of any permanent water bodies and proposed detention/retention basins) and the Urban Landscape Guidelines. A scaled contoured plan is required to be submitted to Council for approval and to include; areas of drainage, paths, lighting, irrigation, fencing, park furniture, bollards, plantings, and any other infrastructure.

41. A plan should be submitted to Councils Technical Services Department which indicates the proposed locations of street signage prior to engineering approval being granted.

42. Street name signs should be provided in accordance with Council's Street Signage Strategy.

43. Naming of roads should be in accordance with Council's Policy for Street Naming.

44. Practical completion inspections for landscaping and open space to be undertaken by Council or its representative.

45. Common Service Trenches (CST) to be compacted to 90% MMDD (modified compaction).

46. Road reserve treatments regarding street tree locations, common service pit lids locations, bollard locations and street light locations should be approved by Council's Engineering Department.

47. All Public Utility Service lids are to conform to design levels specified by the Developer, a cross fall of 2% from the top of kerb to the property boundary. ANY variance with levels between the footpath and pit lids is at the Developer's cost. A survey of the finished level of public utility service lids must be submitted to Council at time of Practical Completion. Practical Completion will not be accepted until a survey has been provided to the satisfaction of Council.

GENERAL REQUIREMENTS

48. Prior to construction commencing Engineering Approval must be obtained from Council. Sufficient documentation is required for assessment which may include:
    - Staging plan
    - General construction plan
    - Geometric road setout plan

- Geometric drainage setout plan
- Final surface contours plan
- Cut and fill plan
- Pavement treatment plan
- Intersection design contour plan
- Traffic control plan (linemarking and signage)
- On-street parking and driveway crossover plan
- Waste management (garbage collection) plan
- Soil erosion and drainage management plan (SEDMP)
- Landscaping plans
- Road longitudinal sections
- Road cross sections
- Drainage longitudinal sections
- Drainage cross sections
- Construction details
- Construction specifications
- Stormwater calculations
- Pavement calculations
- Traffic impact statements
- Any other relevant plans, reports or calculations

49. Section 51 clearance will not be issued until all the conditions of the Land Division Approval have been satisfied. To allow for Section 51 clearance prior to the completion of public infrastructure the Developer may enter into a bond agreement with Council for the full cost of the infrastructure works. Another bond is required to cover the 12 month defects liability period (Generally 10% of the Practical Completion Bond but may be more as required by Council).

50. Any modification to existing Service Authorities infrastructure as a result of this development will be at the Developer's cost.

51. Once the works have reached Practical Completion, the Superintendent is to notify Council and a practical completion inspection is to be undertaken by the Contractor, the Superintendent and a Council Representative. A Practical Completion Certificate which states that all the works have been completed in accordance with the approved plans and specification along with a defects list which has been prepared by the Superintendent must be submitted to Council and accepted by Council. Where multiple contractors are involved, separate practical-completion certificates shall be provided which outline the included scope of works relevant to each certificate.

52. The Developer is required to maintain the road, drainage and reserve infrastructure works for a 12 month defect liability period from the date of Practical Completion or the date of rectification if the defect item is considered major by Council.

53. The final plan shall show easements for Council stormwater and SA Water Sewer along the back of blocks where such blocks are below the level of the road frontage.

54. Pedestrian paths shall be constructed along Glen Stuart Road and Kintyre Road for the extent of the subject land, to the reasonable satisfaction of Council prior to Section 51 clearance.

55. The applicant shall provide a dilapidation (infrastructure assessment report) report on the condition of existing infrastructure affected by the Development, prior to commencement of civil works.

56. All lighting of streets, public spaces and open spaces shall be in accordance with relevant AS/NZ standards – Lighting for roads and Public spaces. Poles and fittings to

be designed/installed as per relevant power authority and all the fittings to be approved by the power authority.

57. Council is required to inspect the construction works at key hold points and the applicant shall provide an "Inspection Test Plans" (ITP) prior to commencement of any work. Hold points are to be signed off by Council before proceeding to next level of the construction works.

58. The Applicant shall provide Council with "As Constructed" diagrams for all new installed council infrastructure in hard copy and electronic formatted to Auto CAD-DWG/DXF files.

59. The Applicant shall provide Council with quality control reports relating to installed council infrastructure (eg compaction test results) prior to practical completion and where practicable prior to the relevant 'Hold Point' being reached.

ADVISORY NOTES

Procedural

a. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.

b. The authorisation will lapse if not commenced within 12 months of the date of this Notification.

c. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.

d. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.

e. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow.

f. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Land Division

g. The applicant/developer is advised to undertake detailed site investigations to identify existing underground services or any other assets/structures which belong to other authorities. Necessary easements and rights of way shall be provided to avoid future conflicts of ownership and operations of those assets.

h. The applicant/developer is advised that any future dwelling located within 500 metres of the High Bushfire Risk Area must comply with relevant Building Code requirements (the Bushfire Attack Level (BAL) low bushfire attack construction standards and Ministers Specification SA 78 regarding water tanks).

South Australia - Sections 49 and 49A Development Act, 1993

CROWN DEVELOPMENT AND PUBLIC INFRASTRUCTURE AND ELECTRICITY INFRASTRUCTURE DEVELOPMENT DECISION NOTIFICATION FORM

Contact Officer: Anna Provatas **Telephone:** 8303 0744

Development Number: 473/G007/10
Council Reference:

FOR DEVELOPMENT APPLICATION

DATED: 19 February 2010
REGISTERED ON: 25 February 2010

TO: Land Management Corporation
Michael Spry
Sawley Lock O'Callaghan
176 Prospect Road
PROSPECT SA 5082

EMAIL: mspry@sawleylock.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section No.	Street	Suburb	Hundred	Title Reference
501 in DP 47275	-	Glen Stuart Rd	Woodforde	Adelaide	CT 6009/58

NATURE OF PROPOSED DEVELOPMENT
Land Division (1 into 2 Allotments)

From: **MINISTER FOR URBAN DEVELOPMENT AND PLANNING**

I hereby **APPROVE** the above-mentioned application under the Development Act 1993.

You may therefore proceed in accordance with your plans, as submitted, subject to conditions as shown on the attached sheet(s).

Phil Cooper

Phil Cooper
Delegate of the Minister for Urban Development and Planning

Date of Decision: 9/4/10

Date: 9/4/10 **[2] Sheets Attached**

DEVELOPMENT APPLICATION NUMBER 473/G007/10

CONDITIONS OF APPROVAL

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and following plans submitted in development application number 455/G007/10:
   Proposed Plan of Division, Sawley Lock O'Callaghan, Map Reference 6628-42-d, Drawing Number 12834-02, Revision Number 1

2. That the financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water 00/04621).

3. That the necessary easements shall be granted to the SA Water Corporation free of cost.

4. That the internal drains shall be altered to the satisfaction of the SA Water Corporation.

OBLIGATIONS PURSUANT TO THE DEVELOPMENT ACT 1993 AND DEVELOPMENT REGULATIONS 2008

5. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Minister for Urban Development and Planning.

6. You are also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by Minister for Urban Development and Planning.

7. You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

ADVISORY NOTES

a. Any request for an extension of time must be lodged with the Development Assessment Commission prior to the time periods specified above.

b. The applicant is advised that ETSA Utilities registered easements, marked B, C & D, over land in this proposal provide tenure for its 11000 volt padmount transformer (B), 11000 volt underground mains (C) and 11000 volt overhead mains (B).

   Buildings or structures are not permitted to be erected on these easements.

   Where there are other existing mains/infrastructure located on land for which there is no registered easement, ETSA has a statutory easement pursuant to Schedule 1 Paragraph 2 of the Electricity Corporations (Restructuring and Disposal) Act 1999. A statutory easement is of undefined width and enables ETSA to enter the land and maintain and upgrade the existing equipment.

   Regulations 39 and 39A of the Electricity (General) Regulations 1996 stipulate the requirements and distances that are to be kept between buildings and structures and both overhead and underground powerlines. The developer should be made aware of these regulations if it is proposed to erect buildings or structures near the powerlines. Any enquiries should be directed to the Office of the Technical Regulator (telephone: 8226 5500).

c. The applicant is advised of DTEI's requirements that any new vehicular access to/from proposes Allotment 101 is to be gained via the abutting local road network and not directly from/to Norton Summit Road.

ADELAIDE HILLS COUNCIL
RECEIVED
28 APR 2017

SCANNED
28 APR 2017

SITE CONTAMINATION AUDIT SYSTEM
SITE CONTAMINATION AUDIT STATEMENT

EPA South Australia

INSTRUCTIONS

Requirements relating to site contamination audit statements are prescribed in the *Environment Protection Regulations 2009* (the Regulations) and include the following:

Regulation 67—Site contamination audit report summary and statement

(1) A site contamination audit report required under section 103Z(4)(a) and (b)(i) of the Act[1] must include a summary of the findings of the site contamination audit to which it relates that—

(a) is in the form set out in Schedule 3 clause 8 for site contamination audit statements; and

(b) is certified by the responsible auditor in accordance with the directions contained in the form set out in Schedule 3 clause 8.

(2) A site contamination audit statement required under section 103Z(4)(b)(ii) of the Act in relation to a site contamination audit must comprise—

(a) a copy of the summary in the site contamination audit report relating to the audit and itself be certified by the responsible auditor in accordance with the directions contained in the form set out in Schedule 3 clause 8; or

(b) a photocopy, faxed copy or electronic copy of the summary as certified by the responsible auditor in accordance with the directions contained in the form set out in Schedule 3 clause 8.

Audit reports and audit statements are required to be provided to the EPA under section 103Z(4) of the Act, which requires that:

103Z—Requirements relating to site contamination audits

(4) A site contamination auditor must, on the completion of each site contamination audit for which the auditor is the responsible auditor—

(a) provide a site contamination audit report to the person who commissioned the audit; and

(b) at the same time, provide—

(i) a site contamination audit report to the Authority; and

(ii) a site contamination audit statement to the council for the area in which the land to which the audit relates is situated and any prescribed body[2].

Penalty: Division 5 fine.

Where the audit subject to this form has been completed subject to a restricted scope, the audit report must be identified in the title as a 'Site contamination audit report (restricted scope)'.

An audit subject to a restricted scope is not suitable to be relied upon by a planning authority for the purpose of making decisions as to whether land is suitable for a sensitive use or another use or range of uses.

Please ensure that all sections of the form are completed, requested information and attachments (where necessary) are provided and labelled as indicated.

Please do not modify the form by moving or deleting sections or text, including these instructions.

Please ensure you are using the current version of the form (check the *EPA website*).

Refer to the current version of the EPA publication *Guidelines for the site contamination audit system*, for further information. For any enquiries or questions relating to the site contamination audit system, including requests for editable versions of this form, contact the EPA Site Contamination Branch.

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1 *Environment Protection Act 1993.*

2 Refer to Regulation 68 of the Environment Protection Regulations 2009 regarding prescribed bodies.

	Level 6, 431-439 King William St ADELAIDE SA 5000
Indicate authority of person who commissioned audit:	EPA Yes ☐ No ☒ Owner Yes ☐ No ☒ Occupier Yes ☐ No ☒ Developer Yes ☐ No ☒ Other [*please specify*] Renewal SA acting on behalf of the Site owner (Minister for Communities and Social Inclusion). The Audit is being completed for Woodforde JV Pty Ltd, the owner of Stage 1 and the sole occupier and developer of the entire Audit Site.
Indicate reasons for audit [*indicate all reasons*]:	Required under the Development Act 1993 Yes ☒ No ☐ Required under the Environment Protection Act 1993 Yes ☐ No ☒ Other [*please specify*]
If audit was required under the Environment Protection Act 1993, provide EPA reference number:	N/A
Indicate audit purposes [*indicate all purposes*]:	Determining the nature and extent of any site contamination present or remaining on or below the surface of the site Yes ☒ No ☐ Determining the suitability of the site for a sensitive use or another use or range of uses Yes ☒ No ☐ Determining what remediation is or remains necessary for a specified use or range of uses Yes ☒ No ☐ [*NB: an audit may be required for all of the above purposes.*]

If audit was required for development plan consent under the *Development Act 1993*, provide:

Name of relevant planning authority:	Development Assessment Commission (DAC)
Development application number [if known]:	473/D049/15R1
Site zoning:	Residential (Medium Density Policy Area 43).
Proposed site use:	N/A (no rezoning proposed).

Date of commencement of audit:	26 March 2013
Date of notification of commencement of audit to EPA:	11 April 2013 (revision of initial notification, dated 9 April 2013)
Date of completion of audit:	13 April 2017

EPA GEN Reference

(EPA use only)

SITE CONTAMINATION AUDIT STATEMENT

(under section 103Z of the *Environment Protection Act 1993*)

This statement contains the summary of the findings of the site contamination audit set out in the site contamination audit report titled: [*insert title of site contamination audit report*]

Site Contamination Audit Report: Woodforde Residential Estate - Stages 1 and 2 (Part) (Former Magill Secure Youth Training Centre)

(referred to in this form as '*the report*')

dated [*insert report date*]: 13 April 2017

SECTION A: AUDITOR DETAILS	
Name of auditor*:	Darryl Strudwick
Auditor's accreditation number:	2009017
Name of auditor's company or business:	AECOM Australia Pty Ltd
SECTION B: AUDIT SITE DETAILS	
Auditor's project reference:	60303090 / 60528024
EPA reference:	61088, 05/21150
Name of audit site [*if applicable*]:	Woodforde Residential Estate - Stages 1 and 2 (Part), (Former Magill Secure Youth Training Centre)
Address of audit site:	25 Glen Stuart Road, Woodforde, SA, 5072
Name of council for area in which audit site is situated [*if within council area*]:	Adelaide Hills Council
Provide the following particulars** relating to the relevant land and the audit: ** *If insufficient space, details may be annexed to this form.*	
• certificates of title of all the relevant land and an indication of whether the audit site comprises all or part only of the land shown on or described in the certificates of title	Certificates of title are included in Appendix D. At the time of notification of the Audit (11 April 2013), the Audit Site comprised part of 1 Certificate of Title (CT6064/319). The Site is currently described by the following Certificates of Title: • CT6187/487-560 (74), CT6187/562-563 (2) 76 titles in total (Stage 1), as well as land within Stage 1 now identified as roads providing access to the residential allotments; and • Part of CT6187/561 (part of Stage 2). The Audit area (bounded by solid blue line), demarcation between stages 1 and 2 (red dashed line), identification of the current Certificates of title and roads within the Audit area are shown on Figure F1 (attached).
• details sufficient to identify the location of the land, including section or allotment numbers, area and hundred and AMG co-ordinates	At the time of notification of the Audit (11 April 2013), the relevant details for the Audit Site were D84323, allotment 101.

(GDA 94, UTM 53 and 54)	The Site is currently described by the following: • D115165, A1-19, A41-69, A72-A96, Q1001, Q1003, A2001 and A2002 (Stage 1), as well as land within Stage 1 now identified as roads providing access to the residential allotments; and • Part of D115165, A1002 (part of Stage 2). The Audit Site is an irregularly shaped parcel of land bordered by Glen Stuart Road to the west and other areas of the Former Magill Secure Youth Centre (part of Stage 2 and all of Stages 3 and 4) to the east. The Site area is approximately 7.70 hectares and is within the Hundred of Adelaide. GDA 94: -34.906741 (Latitude) 138.686742 (Longitude)
• if the audit site comprises part only of the land described in the certificates of title, or if there is no certificate of title for the land comprising the audit site— survey plans prepared by a licensed surveyor	The Audit Site comprises internal roads in addition to the current CTs in Stage 1 and also relates to part of CT6187/561 (i.e. part of Stage 2). Figure F1 (attached) is a survey plan (prepared by licenced surveyor) which shows the Audit area and boundary (dark blue line and coordinates).
• audit plans indicating the location and extent of the audit site (which must comply with the guidelines issued by the EPA from time to time)	
SECTION C: AUDIT DETAILS	
Name of owner of audit site:	At the time of notification (11 April 2013), the entire site was owned by the Minister for Communities and Social Inclusion*. The current ownership of the Site is as follows: • Stage 1 (76 titles) and associated internal roads is owned by Woodforde JV Pty Ltd (as of 3 January 2017); and • Stage 2 (CT6187/561) is owned by the Minister for Communities and Social Inclusion. *Please note that this differs from that of the Audit notification, dated 11 April, 2013 (where Renewal SA, who commissioned the Audit, was incorrectly identified as the Site owner).
Name of occupier of audit site:	Woodforde JV Pty Ltd
Name, postal address and position of person who commissioned audit:	Dr Jennifer de Livera Environmental Advisor – Project Delivery Renewal SA (on behalf of the Department for Communities and Social Inclusion) Level 9 (West), Riverside Centre, North Terrace, Adelaide, South Australia 5000 GPO Box 698, Adelaide 5001. Please note that the Audit has been completed for Woodforde JV Pty Ltd. The name, postal address and position of the person receiving the report is as follows: Mr Steve Russell Development Manager Starfish Developments (on behalf of Woodforde JV Pty Ltd)

Site contamination audit statements must be included in the relevant site contamination audit reports, and be sent to:

By mail

Manager, Site Contamination Branch
Environment Protection Authority
GPO Box 2607
Adelaide SA 5001

Forms can also be emailed in pdf format to the Manager and an auditor's allocated EPA coordinator.

For any enquiries or questions relating to the site contamination audit system, contact the EPA Site Contamination Branch on:

Telephone: (08) 8204 2004

Email: <*EPAsitecontam@sa.gov.au*>

Substance	Health-based assessment value NEPM HIL/ESL- A Residential (mg/kg)	Ecological assessment guideline values NEPM EIL/ESL (mg/kg)
TRH >C_{10}-C_{16}	Assess as F2	Assess as F2
TRH >C_{16}-C_{34}	4,500	300
TRH >C_{34}-C_{40}	6,300	2,800
Benzo[b+j]fluoranthene	Assess as carcinogenic PAHs	LOR
2,4-dimethylphenol	1,300 [3]	LOR
2,4-dinitrophenol	130 [1]	LOR
2-methylphenol	400	50 [2]
2-nitrophenol	130 [1]	LOR
3-&4-methylphenol	400	2.6 [2]
4,6-Dinitro-2-methylphenol	5.1 [1]	LOR
4-chloro-3-methylphenol	6,300 [1]	LOR
4-nitrophenol	130 [1]	LOR
Acenaphthene	3,600 [1]	1.6 [2 (anthracene as a surrogate)]
Acenaphthylene	3,600 [1 (acenaphthene as a surrogate)]	1.6 [2 (anthracene as a surrogate)]
Anthracene	18,000 [1]	1.6 [2]
Benzo(a)anthracene	Assess as carcinogenic PAHs	2.5 [2]
Benzo(a) pyrene	Assess as carcinogenic PAHs	3 [2]
Carcinogenic PAHs as B(a)P TEQ	3	Assess as individual carcinogenic PAHs
Benzo(g,h,i)perylene	Assess as carcinogenic PAHs	33 [2]
Benzo(k)fluoranthene	Assess as carcinogenic PAHs	38 [2]
Chrysene	Assess as carcinogenic PAHs	35 [2]
Dibenz(a,h)anthracene	Assess as carcinogenic PAHs	7 [2]
Fluoranthene	2,400 [1]	260 [2]
Fluorene	2,400 [1]	31 [2]
Indeno(1,2,3-c,d)pyrene	Assess as carcinogenic PAHs	2.5 [2] (dibenz[a]anthracene as a surrogate)
Naphthalene	3 [a] / 1,400 [b]	170
Total PAHs	300	Assess as individual PAHs
Phenanthrene	1,800 [1 (pyrene as a surrogate)]	31 [2 (pyrene as a surrogate)]
Pyrene	1,800 [1]	31 [2]
Phenol	3,000	14 [2]
2,4,5-trichlorophenol	6,300 [1]	22 [2]

Substance	Health-based assessment value NEPM HIL/ESL- A Residential (mg/kg)	Ecological assessment guideline Values - NEPM EIL/ESL (mg/kg)
2,4,6-trichlorophenol	49 [1]	8.1 [2]
2,4-dichlorophenol	190 [1]	8.4 [2]
2,6-dichlorophenol	190 [1 (2,4-dichlorophenol as a surrogate)]	57 [2]
2-chlorophenol	390 [1]	7.8 [2]
Pentachlorophenol	100 [1]	12 [2]
Tetrachlorophenol	1,900 [1 (2,3,4,6-tetrachlorophenol)]	21 [2]
4,6-Dinitro-o-cyclohexyl phenol	130 [1]	LOR
Phenols (total halogenated)	Assess as individual phenolic compounds	Assess as individual phenolic compounds
Phenols (total non-halogenated)	Assess as individual phenolic compounds	Assess as individual phenolic compounds
Arochlor 1016	Assess as total PCBs	Assess as total PCBs
Arochlor 1221	Assess as total PCBs	Assess as total PCBs
Arochlor 1232	Assess as total PCBs	Assess as total PCBs
Arochlor 1242	Assess as total PCBs	Assess as total PCBs
Arochlor 1248	Assess as total PCBs	Assess as total PCBs
Arochlor 1254	Assess as total PCBs	Assess as total PCBs
Arochlor 1260	Assess as total PCBs	Assess as total PCBs
PCBs (Sum of total)	1	3.4 [2]
Dinoseb	63 [1]	LOR
Cyanides (complexed)	Assess as free cyanide	LOR
Cyanides (free)	250	LOR
Trichloroethene	0.94 [1]	0.1 [2]
Tetrachloroethene	24 [1]	16 [2]
Hexachlorobenzene	10	2 [2]
4,4-DDE	Assess as DDT+DDE+DDD	1.3 [2]
a-BHC	0.086 [1]	17 [2]
Aldrin	Assess as Aldrin+Dieldrin	Assess as Aldrin+Dieldrin
Aldrin + Dieldrin	6	0.22 [2]
b-BHC	0.3 [1]	13 [2]
Chlordane	50	LOR
d-BHC	0.57 [1 (g-BHC as a surrogate)]	1.2 [2 (g-BHC as a surrogate)]

Substance	Health-based assessment value NEPM HIL/ESL- A Residential (mg/kg)	Ecological assessment guideline values NEPM EIL/ESL (mg/kg)
DDD	Assess as DDT+DDE+DDD	34 [2]
DDT	Assess as DDT+DDE+DDD	180
DDT + DDD + DDE	240	Assess as individual COPCs
Dieldrin	Assess as Aldrin+Dieldrin	Assess as Aldrin+Dieldrin
Endosulfan I	270	LOR
Endosulfan II	270	LOR
Endosulfan sulphate	270	LOR
Endosulfan	270	LOR
Endrin	10	0.095 [2]
Endrin aldehyde	10	0.095 [2]
Endrin ketone	10	0.095 [2]
g-BHC (Lindane)	0.57 [1]	1.2 [2]
Heptachlor	6	LOR
Heptachlor epoxide	0.07 [1]	LOR
Methoxychlor	300	LOR
Toxaphene	20	LOR
Bonded ACM (asbestos-containing material)	0.01% w/w	-
FA and AF (friable asbestos)	0.001% w/w	-
All forms of asbestos	No visible asbestos for surface soil	-

a. CRC Care Technical Report 10, Appendix F (2011) - Vapour intrusion pathway

b. CRC Care Technical Report 10, Appendix F (2011) - Direct contact pathway

1. United States Environmental Protection Agency Regional Screening Level (US EPA RSL) (May, 2016).
2. Netherlands National Institute of Public Health and the Environment (RIVM) *Ecotoxicological Serious Risk Concentrations for soil, sediment and (groundwater*: updated proposals for first series of compounds (2001).
3. Oak Ridge National Laboratory, *Screening benchmark for earthworms and soil microorganisms* (ORNL 1997)
4. USEPA (2007) Ecological Soil Screening Level (Eco-SSL)
5. USEPA (2003) Region 5 Eco Screening Levels
6. Site derived NEPM using data Golder (2016b)
7. As per e-mail advice from South Australia EPA to all Auditors, dated 2 July 2015, the HIL A for B(a)P (3 mg/kg) should be adopted as ESL as the NEPM value of 0.7 mg/kg is considered overly conservative.

LOR - Laboratory limit of reporting (LOR) is used in the absence of screening values from these sources.

Table 2 Document Control

Version	Document	Recipients	Issue Date
01	Site Contamination Audit Report 61088 05/21150_SCAR_01	- SA EPA - Woodforde JV Pty Ltd	13 April 2017
01	Site Contamination Audit Statement 61088 05/21150_SCAS_01	- SA EPA - Adelaide Hills Council - Development Assessment Commission, Department of Planning, Transport & Infrastructure	13 April 2017

Attachments:

Figure F1 - Survey Plan Showing Audit Area and Boundary.

SUMMARY OF FINDINGS

Provide the summary of the findings of the site contamination audit as set out in the report.

If there is insufficient space on this form, provide the summary as an annexure to this form.

(NB: A site contamination audit report must comply with the guidelines from time to time issued by the EPA.)

Background

The Site that is subject to this Site Contamination Audit Report is described as Woodforde Residential Estate - Stages 1 and 2 (Part) (Former Magill Secure Youth Training Centre) (the Site). The site has an area of approximately 7.70 hectares and is located at 25 Glen Stuart Road, Woodforde, South Australia. The Audit area is the first of a number of Site Contamination Audits covering the Former Magill Secure Youth Training Centre, which is proposed to be redeveloped into residential (varying densities and public open space use.

Auditor Determinations

Auditor determinations for this SCAR are set out as follows:

- The preliminary (URS 2014), limited (PB, 2011b and URS 2015) and detailed site investigations (Golder 2016b) and the soil delineation report (Greencap 2016c) conducted at the site and reviewed by the Auditor for the purpose of this Audit, are considered to be adequate to identify the contaminating activities historically carried out at (and adjacent to) the Site, the potential contaminants of concern and to determine the contamination status of the Site at the time of reporting.
- The Auditor considers that the CSMs provided by URS (2014) and Golder (2016b) were sufficiently detailed for the purposes of the Audit and included the essential elements of a CSM as identified in Schedule B2 of the NEPM.
- The overall sampling frequency (i.e. test locations and selection of investigation and validation samples) is considered by the Auditor to be acceptable.
- The analytical parameters are considered by the Auditor to be sufficient to adequately characterise the Site.
- The overall QA/QC methodology used by the site assessors are considered to be acceptable for the purposes of the Audit.
- The groundwater investigation conducted by Greencap (2015b) and the desktop information provided by URS (2014) regarding the occurrence of regional groundwater is considered adequate for the Auditor to conclude that groundwater is unlikely to be impacted by the identified soil impacts at the Site.
- The Auditor is satisfied that the remediation works conducted by Greencap (2017) achieved the stated objectives of the RMP (Greencap 2016d), removed the contaminated and aesthetically unacceptable material from the site, and that no further remediation of the Site is necessary.
- It is the opinion of the Auditor that soils at the Site do not constitute unacceptable human health risks for sensitive use, including residential with garden / accessible soil (home grown produce <10% fruit and vegetable intake, no poultry) and public open space (i.e. the proposed site uses).
- The Auditor concludes that the concentrations of contaminants remaining on-site are such that they are unlikely to represent unacceptable risks to the environment or ecological receptors.
- The Auditor concludes that chemically inert materials (eg. pieces of bricks and concrete) that are known to remain in fill across the Site following remediation are not considered to be aesthetically unacceptable in an urban residential setting with gardens / accessible soil.
- The Auditor is satisfied that, based on the investigations and remediation at the Site, ACM (e.g. fragments of asbestos cement sheeting and pipe) meets the Audit criterion of

"no visible asbestos" in surface soil and that no asbestos fibres were identified in soil where investigated. Small quantities of bonded asbestos cement fragments may remain within the soil and be uncovered during future excavation works and site use. These fragments are not anticipated to represent a health risk to the occupiers of the completed development. If encountered during future development or use of the site, any fragments should be handled and disposed in accordance with the relevant regulations.

- Soil pH analyses of soils that remain on-site are not considered to present significant potential for corrosive impact on structural development.
- Consistent with the findings of Golder (2016a), based on the depth to groundwater at the Site and surrounding sites, the Auditor is of the opinion that groundwater at the Site is unlikely to be affected by activities undertaken at the Site.
- The Auditor considers that the Audit site is not a source of groundwater contamination, and that there is no evidence of the migration of chemical substances in groundwater from the Site, and therefore off-site impacts to groundwater.
- The Auditor considers that there is no evidence of the migration of chemical substances from the site and therefore off-site impacts due to odour, air quality, stormwater and sedimentation
- It is the opinion of the Auditor that the nature and extent of vapour and soil gas has been adequately assessed and based on the results, the risk posed by petroleum hydrocarbon vapours to future residential occupants is low and acceptable.
- Based on the information available to the Auditor, it is concluded that there is no evidence of contamination of the site by off-site sources.
- The Auditor considers that the proposed changes to the site profile (using site sourced soil) does not affect the conclusion that the soils at the site are not considered to represent an unacceptable risk to human health or ecological receptors associated with the proposed urban residential use of the Site.
- The Auditor is not aware of any hazardous circumstances that are associated with the Site.

Audit Outcomes

Auditor outcomes for this SCAR are set out as follows:

The nature and extent of any Site contamination present or remaining on or below the surface of the Site.

The Auditor concludes that the nature and extent of soil contamination at the Site has been remediated and validated such that soil contamination at the Site does not exist, based on the proposed use of the Site for sensitive use - residential with garden/accessible soil (home grown produce < 10 % fruit and vegetable intake, no poultry and public open space such as parks, playgrounds, playing field (e.g. ovals) secondary schools and footpaths.

While a limited groundwater investigation was undertaken (which did not intercept groundwater at 43 m bgl), based on the depth to groundwater at the Site and surrounding sites, the Auditor is of the opinion that groundwater at the Site is unlikely to be affected by activities undertaken at the Site.

The suitability of the Site for a sensitive use, or another use or range of uses

The Audit Site is suitable for the following sensitive uses or another use or range of uses, including:

a. sensitive use - residential with garden/accessible soil (home grown produce < 10 % fruit and vegetable intake, no poultry);

b. sensitive use - residential with minimal opportunities for soil access; includes dwellings with fully and permanently paved yard space such as high rise buildings and apartments;

c. Sensitive use - child care centres, kindergartens, pre-schools and primary schools;

d. Public open space such as parks, playgrounds, playing field (e.g. ovals) secondary schools and footpaths;

e. Commercial use such as shops, offices, consulting rooms, petrol filling stations and warehouses; and

f. Industrial use such as light, service or special industry.

What remediation is or remains necessary for a specified use or range of uses

Based on the results of the Site investigation following remediation and after considering the proposed use of the Site, no remediation is necessary to render the site suitable for the proposed use (sensitive use - residential with garden/accessible soil (home grown produce < 10 % fruit and vegetable intake, no poultry and public open space such as parks, playgrounds, playing field (e.g. ovals) secondary schools and footpaths) or a range of uses.

Audit Conditions

The Audit conditions are set out as follows:

Conditions relating to planning and development

None.

Conditions relating to site remediation and management

None.

Conditions relating to environmental monitoring

None.

Conditions relating to water restrictions

None.

Audit recommendations

The Auditor recommends that:

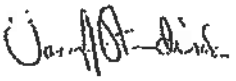
1. Any virgin (quarried) material (soil) imported to Site (e.g. for the purpose of meeting design level) must meet the criteria set out in Table 1 and be aesthetically acceptable for a sensitive land use.
2. Any imported waste soil fill brought onto the Site (e.g. for the purpose of meeting design level) must be undertaken in accordance with the SA EPA Standard for the production and use of Waste Derived Fill. Should sampling and assessment of the material be necessary, it should be undertaken by an appropriately qualified site contamination consultant and should meet the waste fill criteria (as prescribed in the Environment Protection Regulations 2009).
3. Small quantities of bonded asbestos cement fragments may remain within the soil and be uncovered during future excavation works and site use. These fragments are not anticipated to represent a health risk to the occupiers of the completed development. If encountered during future development or use of the site, any fragments should be handled and disposed in accordance with the relevant regulations.
4. Residual petroleum hydrocarbons with potential to generate hydrocarbon vapours, as well as potentially aesthetically affected soil (odours) at depths of between 4 m and least 10 m below the current ground surface (i.e. 2.8 m to 9 m below the proposed ground surface. At these depths, it is concluded that there is no unacceptable vapour risk or aesthetic impacts to future site users. It is recommended that future changes to the surface level in this area are undertaken in accordance with the proposed cut and fill plan presented in Figure 14 of the Remediation Management Plan for the Site (Greencap, 2016d).

Concluding Auditor advice

The Auditor advises that all owners and / or occupiers of the Site (both current and future) should be made aware of the above Audit determinations, outcomes, conditions and recommendations.

CERTIFICATION OF COPY OF SUMMARY FINDINGS

I certify that the summary of findings contained within or annexed to this statement represents a true and accurate summary of the findings of the site contamination audit set out in the report.

Signed*: 

Dated: 13 April 2017

** This form must be completed and signed by the 'responsible auditor', being, under the Environment Protection Act 1993 and the Environment Protection Regulations 2009, the auditor who personally carried out or directly supervised the work involved in the audit.*

This site contamination audit statement must be lodged, on completion of the audit, with the council for the area in which the audit site is situated and any prescribed body (see regulation 68 of the Environment Protection Regulations 2009).

The report (including the summary of findings) will be recorded in the public register kept by the EPA under section 109 of the Environment Protection Act 1993.

Table 1 Audit Criteria for Soils

Substance	Health-based assessment value NEPM HIL/ESL-A Residential (mg/kg)	Ecological assessment guideline values NEPM EIL/ESL (mg/kg)
Arsenic	100	100
Barium	15,000 [1]	890 [2]
Beryllium	60	LOR
Boron	4,500	20 [3]
Cadmium	20	13 [2]
Chromium (VI)	100	220 [2]
Chromium (III)	100	280 [6]
Cobalt	100	180 [2]
Copper	6,000	200 [6]
Lead	300	1,100
Manganese	3,800	LOR
Mercury (inorganic)	40	36 [2]
Molybdenum	390 [1]	190 [2]
Nickel	400	210 [6]
Selenium	200	0.52 [4]
Silver	390 [1]	LOR
Tin	47,000 [1]	7.62 [5]
Vanadium	390 [1]	LOR
Zinc	7,400	430 [6]
Benzene	0.5 [a] / 100 [b]	50
Toluene	160 [a] / 14,000 [b]	85
Ethylbenzene	55 [a] / 4,500 [b]	70
Xylenes	40 [a] / 12,000 [b]	105
F1 minus BTEX (C_6-C_{10})	45 [a] / 4,400 [b]	180
F2-Napth (C_{10}-C_{16})	110 [a] / 3,300 [b]	120
TRH C_6-C_9	Assess as F1	Assess as TRH >C_6-C_{10}
TRH C_{10}-C_{14}	Assess as F2	Assess as TRH >C_{10}-C_{16}
TRH C_{15}-C_{28}	4,500	300
TRH C_{29}-C_{36}	6,300	300
TRH >C_{10}-C_{36} (sum of total)	Assess as fractions (below)	Assess as fractions (below)
TRH C_6-C_{10}	Assess as F1	Assess as F1

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
03 09305 24 0	CT6234323	1/3/2024	7836	2546877

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001
form1@bertramform1shop.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: D LAVERMICOCCA
Location: U112 89 BUCHANAN DR WOODFORDE LT112 C42031
Description: 3APT CPK B
Capital Value: $ 470 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2024

				$
		Arrears as at: 30/6/2023	:	782.64
Water main available:	1/4/2020	Water rates	:	222.60
Sewer main available:	1/4/2020	Sewer rates	:	238.50
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	27.00
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	1,270.74

Degree of concession: 00.00%
Recovery action taken: RECOVERY NOTICE

Next quarterly charges: Water supply: 74.20 Sewer: 79.50 Bill: 29/5/2024

This account has no meter of its own but is supplied from account no 03 09305 09 9.

The Water Use apportionment option is Nil.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

Next action may be the forwarding of the debt details to a collection agency for recovery of the outstanding rates (no costs incurred at this stage). Recovery action may include a visit to the property and commencement of legal action. If further information is required please contact SA Waters Collection Unit on telephone (08) 7424 1560.

SA Water

South Australian Water Corporation

Name:
D LAVERMICOCCA

Water & Sewer Account
Acct. No.: 03 09305 24 0

Amount: _____

Address:
U112 89 BUCHANAN DR WOODFORDE
LT112 C42031

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0309305240

BPAY

Biller code: 8888
Ref: 0309305240

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au

Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.

Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0309305240

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2546877

DATE OF ISSUE
28/02/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER
18986824

OWNERSHIP NAME
D LAVERMICOCCA

PROPERTY DESCRIPTION
U112 89 BUCHANAN DR / WOODFORDE SA 5072 / LT 112

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0309305240	CT 6234/323	$470,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	190.25
- REMISSION	$	119.20
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	185.07
= AMOUNT PAYABLE	$	306.12

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certficate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE **28/05/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
18986824

OWNERSHIP NAME
D LAVERMICOCCA

AGENT NUMBER
100019503

ASSESSMENT NUMBER
0309305240

AGENT NAME
BERTRAM FORM 1 SHOP PTY LTD

AMOUNT PAYABLE
$306.12

EXPIRY DATE
28/05/2024

+80012524430022> +001571+ <0551003554> <0000030612> +444+

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit:	www.revenuesa.sa.gov.au
Email:	revsupport@sa.gov.au
Phone:	(08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2546877

DATE OF ISSUE
28/02/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME
D LAVERMICOCCA

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
U112 89 BUCHANAN DR / WOODFORDE SA 5072 / LT 112

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0309305240	CT 6234/323	$41,500.00	0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE **28/05/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit:	www.revenuesa.sa.gov.au
Email:	revsupport@sa.gov.au
Phone:	(08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

STATE PLANNING COMMISSION

Contact	*Planning Services*
Email	*Dti.planningservices@sa.gov.au*
Phone:	*7133 3030*

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

1 March 2024

Bertram Form 1 Shop Pty Ltd
GPO Box 448
ADELAIDE SA 5001

Dear Sir/Madam

Re: ***Land and Business (Sale and Conveyancing) Act 1994*** **- Section 7 Enquiry**
Property at Unit 112, 89 Buchanan Drive, Woodforde
Registered Proprietor(s): D Lavermicocca

I refer to your enquiry to the Department for Trade and Investment (DTI) concerning the parcel of land comprised in Certificate of Title Volume 6234 Folio 323 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2546877 dated 27/2/24).

The land is the subject of an application for development which was granted approval, subject to certain conditions by the Development Assessment Commission / State Commission Assessment Panel pursuant to the *Development Act 1993 (repealed)*. A copy of the Planning Decision Notification is attached (refer item 5.1 of PIR).

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 6.1 of the PIR.

There is also no record of any condition that continues to apply under the *Planning, Development and Infrastructure Act 2016* (refer item 29.2 of the PIR).

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Nitsan Taylor
Telephone: 0871097064
KNET Reference: 2017/06103/01

Development Number:
473/E008/17
Council Reference:
17/272/473

FOR DEVELOPMENT APPLICATION

DATED: 31 May 2017
REGISTERED ON: 02 March 2017

TO: Woodforde T& A Pty Ltd
c/- Intro Design Pty Ltd
PO Box 207
Rundle Mall
ADELAIDE SA 5000
EMAIL: a.gatti@intro.com.co

LOCATION OF PROPOSED DEVELOPMENT:

Allotment	Street	Suburb	Hundred	Title Reference
Lot 162 in DA 473/D049/15 (part Lot 1002 in DP 115165)	25 Glen Stuart Road	Woodforde	Adelaide	PT CT 6187/561

NATURE OF PROPOSED DEVELOPMENT: Construction of a four and five storey residential flat building comprising 46 dwellings and ground level/undercroft car parking, and associated visitor parking, landscaping and site works.

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

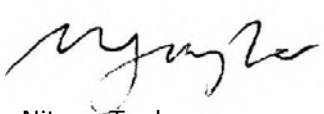
NATURE OF DECISION	DECISION	CONDITIONS	RESERVE MATTERS
Development Plan Consent	GRANTED	EIGHT (8)	N/A
Building Rules Consent	STILL REQUIRED		
DEVELOPMENT APPROVAL	**STILL REQUIRED**		

Any conditions imposed are set out on the attached sheet.

74 representations from third parties concerning your category 3 proposal were received.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act (**fifteen business days**) have expired. **If there is an appeal by a third party, any consent or consent with conditions shall not commence until determination of the appeal. On expiry of fifteen business days from the date of the decision on your application you should contact the Environment Resources and Development Court (8204 0300) to find out if there has been an appeal lodged.**

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.



Nitsan Taylor
SENIOR PLANNING OFFICER
for the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 10 August 2017
[3] **Sheets Attached**

DEVELOPMENT APPLICATION - 473/E008/17

Planning Conditions

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and following plans submitted in Development Application No 473/E008/17.

Enzo Caroscio Architecture – Job No. 16002

Drawing Title	**Drawing No.**	**Revision**	**Date**
Master Site Plan	A1.00[A5]	5	28/6/17
Master Plan – Stage 2 Building Heights	A1.01[A3]	3	11/5/17
Site Plan	A1.02[A5]	5	28/6/17
Site Analysis	A1.03[A3]	3	11/5/17
Site Proximity	A1.04[A3]	3	11/5/17
Lower Ground	A2.01[A6]	6	11/7/17
Ground Floor	A2.02[A5]	5	28/6/17
Level 1	A2.03[A5]	5	28/6/17
Level 2	A2.04[A6]	6	11/7/17
Level 3	A2.05[A6]	6	11/7/17
Level Roof	A2.06[A5]	5	28/6/17
West Elevation	A3.01[A6]	6	11/7/17
North Elevation	A3.02[A6]	6	11/7/17
East Elevation	A3.03[A6]	6	11/7/17
South Elevation	A3.04[A5]	5	28/6/17
Section A	A3.10[A5]	5	28/6/17
Section B	A3.11[A5]	5	28/6/17
Apartment Types	A4.01[A3]	3	11/5/17
Car Park Screen Detail	A5.01[A5]	5	28/6/17
Penthouse Screening Detail	A5.02[A6]	1	11/7/17
Precedents	A8.00[A3]	3	8/5/17
Materials & Finishes	A8.01[A3]	3	11/5/17
3D Views	A9.01[A6]	6	11/7/17
3D Views	A9.02[A6]	6	11/7/17
Lobby View	A9.03[A5]	5	28/5/17
Summer Solstice	A10.01[A3]	3	21/3/17
Winter Solstice	A10.02[A3]	3	21/3/17
Area Schedule	A10.10[A5]	5	28/6/17

Intro Design Pty Ltd
Planning Report dated February 2017
Response to RFI dated 28 March 2017
RFI response dated 24 May 2017
Response to Representations dated 29 May 2017
Response to Lot 157 Woodforde – DAC resolution 7/7/17 – email dated 17/7/17

GTA
Response to Representation – Car Parking Assessment, Ref No. S129410, dated 23/5/17
Response to Representation – Car Parking Assessment, Ref. No. S129410, dated 27/6/17
Response to DAC Comments (dated 7th July 2017), Ref. No. S129410, dated 14/7/17
Response to Council Comments (dated 2nd August 2017), Ref. No. S129410, dated 4 August 2017

Fyfe
Locality and Layout 1 Plan, Dwg. No. 20590-502-1-CV-SK204 Rev A, 12/7/17
Proposed Layout and Cross Section Parking Bay 1 and Lewis Walk, Dwg. No. 20590-502-1-CV-SK205 Rev A, 12/7/17

Adams Consulting Engineers
Lot 157 Drainage, Project No. 160419, Dwg No. SKC001 Rev 1, 17/3/17
Lot 157 Drainage, Project No. 160419, Dwg No. SKC002 Rev 1, 17/3/17

Tract
Landscape Plan – Lower Ground, Dwg No. 0314_0655 D70-11 Rev 06, 28/6/17
Landscape Plan – Ground Floor, Dwg No. 0314_0655 D70-12, Rev 06, 28/6/17

Alexander Symonds Surveying Consultants
Magill Training Centre Site, View-shed Survey Photo Report, Ref. A053514, Rev 0, 16/5/17

Arborman Tree Solutions
Preliminary Development Impact Advice, Ref No. ATS3902-Lot 157 Apartment Development, 28/11/16

Greencap
Soil Remediation & Validation Report – Stage 2 (Remainder), Ref No. J142966, May 2017

2. Landscaping shown on the approved plans shall be established prior to the operation of the development and shall be maintained and nurtured at all times with any diseased or dying plants being replaced.

3. An automatic watering system shall be installed that provides sufficient water supply to ensure the on-going growth and survival of the landscape plantings established in accordance with the approved plans.

4. A final detailed Stormwater Management Plan shall be submitted, in consultation with the Adelaide Hills Council, to the satisfaction of the State Commission Assessment Panel. The details of the plan shall be incorporated within the Building Rules Consent documentation, submitted for Development Approval, and be implemented prior to occupation or use of the development.

5. All stormwater design and construction shall be in accordance with Australian Standard AS/NZS 3500.3:2015 (Part 3) to ensure that stormwater does not adversely affect any adjoining property or public road.

6. All vehicle car parks, driveways and vehicle entry and manoeuvring areas shall be designed and constructed in accordance with Australian Standards (AS/NZS 2890.1:2004 and AS/NZS 2890.6.2009) and be constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice and appropriately line marked to the reasonable satisfaction of the State Commission Assessment Panel prior to the occupation or use of the development.

7. Prior to the commencement of construction, a Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards – including the EPA publications "Handbook for Pollution Avoidance on Commercial and Residential Building Sites – Second Edition" and, where applicable, "Environmental Management of On-site Remediation" – to minimise environmental harm and disturbance during construction. Such a plan shall be submitted to Adelaide Hills Council.

8. An appropriate Soil Erosion and Drainage Management Plan (SEDMP) (as described in the "Stormwater Pollution Control, General Code of Practice for Local, State and Federal Government") shall be prepared and implemented which includes a range of strategies to collect, treat, store and dispose of stormwater during construction and from the final form of the development (i.e. from roofs, driveways, parking areas, lawns, etc) while minimising disposal into the environment.

   EPA information sheets, guidelines documents, codes of practice, technical bulletins etc can be accessed on the following website: http://www.epa.sa.gov.au.

Advisory Notes

a. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the State Commission Assessment Panel.

b. The authorisation will lapse if not commenced within 12 months of the date of this Notification.

c. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Panel.

d. The shortfall of 15 carparking spaces as a result of this development plan consent is acknowledged and deemed to be catered for in the adjacent on street carparking as shown on the plans prepared by Fyfe Pty Ltd drawing number 20590-502-1-CV- SK12, 13, 14 and 15 revision B.

e. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.

f. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow.

g. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

h. This application will result in an amendment to the land division, with this amendment to be formalised by a variation to the approved consent.

i. The applicant is advised that the future detailed engineering design of Lewis Walk and the junction with Buchanan Drive should be undertaken in consultation with the Adelaide Hills Council. Note that Council has requested that the surface treatment of Lewis Walk adjacent the on-site visitor car parking area is different to the remainder of Lewis Walk and Buchanan Drive (e.g. a raised paved surface) to indicate that it is a low speed/shared space environment.

j. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act 1993, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.

k. If regulated or significant trees are to be retained, the applicant is advised to consult Australian Standard AS 4970 – 2009 Protection of Trees on Development Sites to ensure the incorporation of protective fencing, mulch and appropriate remedial treatments.

Requirements of the standard include:

- The establishment of Tree Protection Zones to restrict activities including the dumping of waste, machine excavation, storage and preparation of chemicals, and physical damage to trees;
- The erection of protective fencing around a Tree Protection Zone prior to machinery or materials brought onto the site;
- The use of approved signs to identify the Tree Protection Zone;
- Mulching, watering and weed removal recommendations to maintain the tree protection zone.

Regular monitoring of tree protection measures should be undertaken throughout the development and construction process to ensure that any trees to be retained on the site are carefully managed to ensure their long-term survival and growth.



Nitsan Taylor
SENIOR PLANNING OFFICER
for the
STATE COMMISSION ASSESSMENT PANEL

STATE COMMISSION ASSESSMENT PANEL

REGULATION 47A – UPDATED DECISION

Application Number: 473/E008/17 R1

Documents Dated: 26/6/18 & 10/7/18 **Documents Received:** 27/6/18 & 10/7/18 **File Reference:** 2017/06103/01	**Council Reference:** 17/272/473 **Contact Officer:** Nitsan Taylor **Telephone:** 7109 7064

TO: Woodforde T&A Pty Ltd
ADDRESS: c/- Intro Design
PO Box 207
RUNDLE MALL SA 5000
EMAIL: patrick.stabile@starfishdevelopments.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot / Plan No	Street	Suburb	Hundred	Title Reference
Lot 162 in DP 118442	25 Glen Stuart Road	Woodforde	Adelaide	CT 6207/86

NATURE OF PROPOSED DEVELOPMENT: Construction of a four and five storey residential flat building comprising 46 dwellings and ground level/undercroft car parking, and associated visitor parking, landscaping and site works – *EXTENT OF VARIATION – replacement of the car park roof with an open arbour structure comprising horizontal stainless steel grow wires; installation of planter boxes at ground level and first level and associated landscape plantings; nstallation of clear roof sheeting below the arbour to ensure all-weather coverage of car parking spaces; change of roof form; increase in spandrel wall height to penthouse; removal of stairwell windows; addition of a roof plant deck to level 4; minor changes to the north elevation of the penthouse apartment; minor reconfiguration of the car park area.*

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	GRANTED	10 August 2017	Eight (8)
Extension of Consent (6 months)	GRANTED	14 June 2018	-
DEVELOPMENT APPROVAL	**STILL REQUIRED**		
Regulation 47A Update R1	GRANTED	20 July 2018	One (1)

This decision only updates the approved plans (previously granted consent under Condition 1 under DA 473/E008/17). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.



Lauren Talbot
TEAM LEADER – DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Development Plan Consent: 10 August 2017
Development Plan Consent Extended to: 10 February 2018
Date of Reissue R1: 20 July 2018
Pages: 3

DEVELOPMENT APPLICATION - 473/E008/17 R1

Preamble

a) On 10 August 2017 the State Commission Assessment Panel granted Development Plan consent for DA 473/E008/17 with eight (8) conditions.

b) On 14 June 2018, the State Commission Assessment Panel granted a six (6) month extension to the Planning Consent, with substantial commencement required by 10 February 2019 and completion of the development required by 10 February 2021.

c) On 20 July 2018 an updated decision was issued (Revision 1) for DA 473/E008/17 for minor variations made under Regulation 47A. The variation comprised the replacement of the car park roof with an open arbour structure comprising horizontal stainless steel grow wires; installation of planter boxes at ground level and first level and associated landscape plantings; installation of clear roof sheeting below the arbour to ensure all-weather coverage of car parking spaces; change of roof form; increase in spandrel wall height to penthouse; removal of stairwell windows; addition of a roof plant deck to level 4; minor changes to the north elevation of the penthouse apartment; and minor reconfiguration of the car park area.

Planning Conditions:

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans approved on 10 August 2017 and varied on 20 July 2018, and associated conditions and notes, as amended by the plans submitted in Development Application No 473/E008/17 R1 (Reg 47A Minor Amendment) below:

Minor variation – Revision 1

Enzo Caroscio Architecture – Job No. 16002

Drawing Title	Drawing No.	Revision	Date
Master Site Plan	A1.00	R1	27/6/18
Site Plan	A1.01	R1	27/6/18
Level GF	A2.01	R2	27/6/18
Level 01	A2.02	R2	27/6/18
Level 02	A2.03	R1	27/6/18
Level 03	A2.04	R1	27/6/18
Level 04	A2.05	R1	27/6/18
Level Roof	A2.06	R1	27/6/18
West Elevation	A3.00	R2	10/7/18
North Elevation	A3.01	R2	10/7/18
East Elevation	A3.02	R4	10/7/18
South Elevation	A3.03	R2	10/7/18
Section 01	A3.10	R1	27/6/18
Section 02	A3.11	R1	27/6/18
Arbour + Carpark Screen Details	A3.12	R1	27/6/18
3D View – North West Aerial	A4.00	R1	27/6/18
3D View – North East Aerial	A4.01	R1	27/6/18
3D View – South West Aerial	A4.02	R1	27/6/18
3D View – South East Aerial	A4.03	R1	27/6/18

Lucid Consulting

Drawing Title	Drawing No.	Revision	Date
Level 4 Air Conditioning and Ventilation Arrangement	LCE12197-M06	T2	17/4/18
Fourth Floor Water and Gas Reticulation Arrangement	LCE12197-H12	T2	20/4/18

Advisory Note:

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 473/E008/17) remain valid.

STATE COMMISSION ASSESSMENT PANEL

REGULATION 47A – UPDATED DECISION

Application Number: 473/E008/17 R2

Documents Dated: 31/10/19 Documents Received: 31/10/19 File Reference: 2017/06103/01	Council Reference: 17/272/473 Contact Officer: Nitsan Taylor Telephone: 7109 7064

TO: Woodforde T&A Pty Ltd
ADDRESS: c/- Starfish Developments
Lvl 6/1/431-439 King William Street
ADELAIDE SA 5000
EMAIL: ben.teague@starfishdevelopments.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot / Plan No	Street	Suburb	Hundred	Title Reference
Lot 162 in DP 118442	25 Glen Stuart Road	Woodforde	Adelaide	CT 6207/86

NATURE OF PROPOSED DEVELOPMENT: Construction of a four and five storey residential flat building comprising 46 dwellings and ground level/undercroft car parking, and associated visitor parking, landscaping and site works – EXTENT OF VARIATION – installation of *external* solid door to penthouse apartment to provide access to the eastern balcony

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS
Development Plan Consent	GRANTED	10 August 2017	Eight (8)
Extension of Consent (6 months)	GRANTED	14 June 2018	-
DEVELOPMENT APPROVAL	STILL REQUIRED		
Regulation 47A Update R1	GRANTED	20 July 2018	One (1)
Regulation 47A Update R2	GRANTED	8 November 2019	One (1)

This decision only updates the approved plans (previously granted consent under Condition 1 for DA 473/E008/17 and 473/E008/17 R1). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.

Nitsan Taylor
SENIOR PLANNING OFFICER – DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Development Plan Consent: 10 August 2017
Development Plan Consent Extended to: 10 February 2018
Date of Reissue R2: 8 November 2019
Pages: 1

DEVELOPMENT APPLICATION - 473/E008/17 R2

Preamble

a) On 10 August 2017 the State Commission Assessment Panel granted Development Plan consent for DA 473/E008/17 with eight (8) conditions.

b) On 14 June 2018, the State Commission Assessment Panel granted a six (6) month extension to the Planning Consent, with substantial commencement required by 10 February 2019 and completion of the development required by 10 February 2021.

c) On 20 July 2018 an updated decision was issued (Revision 1) for DA 473/E008/17 for minor variations made under Regulation 47A. The variation comprised the replacement of the car park roof with an open arbour structure comprising horizontal stainless steel grow wires; installation of planter boxes at ground level and first level and associated landscape plantings; installation of clear roof sheeting below the arbour to ensure all-weather coverage of car parking spaces; change of roof form; increase in spandrel wall height to penthouse; removal of stairwell windows; addition of a roof plant deck to level 4; minor changes to the north elevation of the penthouse apartment; and minor reconfiguration of the car park area.

d) On 31 October 2019 amended plans were submitted to allow for the installation of an external solid core door to the penthouse apartment to provide access from the penthouse to theeastern balcony.

Planning Conditions:

1. The development shall be established in strict accordance with the documents and stamped plans granted Development Plan consent on 10 August 2017, revised plans (r1) granted consent on 20 July 2018, and associated conditions and notes, as amended by the stamped plans and documentation submitted in Development Application No 473/E008/17 R2 (Reg 47A Minor Amendment).

Advisory Note:

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 473/E008/17 and 473/E008/17 R1) remain valid.

Environment Protection Authority
GPO Box 2607 Adelaide SA 5001
211 Victoria Square Adelaide SA 5000
T (08) 8204 2004
Country areas 1800 623 445

Receipt No : 2546877
Admin No : 95087 (84124)

Bertram Form 1 Shop Pty Ltd
GPO BOX 448
ADELAIDE SA 5001

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

04 March, 2024

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6234 Folio 323
Address 112 / 89 Buchanan Drive, WOODFORDE SA 5072

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. Environment Protection Act 1993

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

Schedule – Division 2 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
c)	details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?	NO
h)	details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?	NO

4-Pollution and site contamination on the land - details recorded by the EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?	NO

b)	details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?	**YES**
c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?	**YES**
d)	a copy of a site contamination audit report?	**YES**
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?	NO
f)	details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993?*	NO
g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993?*	NO
h)	details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?	**YES**
i)	details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?	NO
j)	details of records, held by the former *South Australian Waste Management Commission* under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?	NO

5-Pollution and site contamination on the land - other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the *South Australian Health Commission* (under the repealed *South Australian Health Commission Act 1976*)?	NO
b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993?*	NO
c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?	NO
d)	a copy of a pre-1 July 2009 site audit report?	NO
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	NO

Records identified in this EPA Statement to Form 1: **SC61088; SC60723-02**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

IMPORTANT NOTICE

SMOKE ALARM LEGISLATION

Legislation relating to smoke alarms came into force on the 1st day of February 1998.

- If the home you are purchasing was built on or after the 1st January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.

- If the home was built prior to 1st January 1995, but purchased by the vendor on or after 1st February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.

- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of $750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

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