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 parentheses 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:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb: State: Postcode:~~

3. Vendor:

Pip McManus and Russell Raymond Goldflam

Address:
Street 1: 10 Giles Street

Suburb: Alice Springs State: NT Postcode: 0870

4. Vendor's registered agent: ☑

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

Address:
Street 1: 1/245 Fullarton Road

Suburb: Eastwood State: SA Postcode: 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)*

Lot 37 Secondary Community Plan 21998 in the area named Adelaide Hundred of Adelaide

Street 1: 11 Southcott Walk

Suburb: Adelaide State: SA Postcode: 5000

being the *whole / ~~portion~~ of the land comprised in Certificate of Title

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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:

10 Giles Street Alice Springs NT 0870

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

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

matt@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 5063

(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 not~~ice).

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, Pip McManus and Russell Raymond Goldflam

of 10 Giles Street Alice Springs NT 0870

being the *vendor(s) /~~ person authorised to act on behalf of the v~~endor(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: _____ Date: _____

Signed: Signed:

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

(section 9)

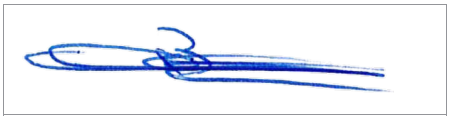
To the purchaser:

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

certify ***~~that the respon~~**ses / 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 Assessment Improvements 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/code_amendment_register for details.

Date: 12/12/2024

Signed: 

***~~Vendor's~~** / **P~~urchaser's~~** ~~agent~~

*Person authorised to act on behalf of *Vendor's/P~~urchaser'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. The 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)

Number of mortgage: (if registered)

Name of mortgagee:

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 13

Description of land subject to easement:

CT Volume 5921 Folio 353

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?

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

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):

City of Adelaide Council Search - Section 42 & State Planning Commission response

Condition(s) of authorisation:

Refer to Decision Notification Form for Development Application Number: DA/886/2002 - Demolish the existing buildings and carry out remediation work; DA/850/2002/F - Variation to previous authorisation - DA/850/02 (Stage 1A - Construct 11, 3 storey townhouses) - Deletion of western end unit, number 43; 020/0850/02 - Establish 72 dwellings; LD/25/2005 (020/C021/05 - Unique ID13865) - Community Titles - boundary alignment; CO/46/2004 (020/C507/03 - Unique ID4516) - Community Titles - Create 11 titles from 1; 020/C036/02 - Community Title Land Division - 6 titles from 27

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

Date of notice:

06/12/2024

Amount of levy payable:

$ 0.10

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 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)

City of Adelaide Council Search - 41 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: City Living (CL)
Subzone: Medium-High Intensity (MHI)
Overlays as per Plan SA Data Extract for Section 7 search purposes included in City of Adelaide 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 *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:

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

1. Name of community corporation: Community Corporation No. 21998 Incorporated
   Address of community corporation: 1-19 Southcott Walk Adelaide SA 5000

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: $290.00 per quarter
   Sinking Fund: $117.00 per quarter
   Refer to Whittles Strata and Community Title Services search attached hereto.

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

   The fund currently stands to credit of:
   Administration Fund: $14,036.95CR
   Sinking Fund: $27,340.80CR (for future projects)
   Refer to Whittles Strata and Community Title Services search attached hereto.

   (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 Known Extraordinary Expenses and minutes of meetings included in Whittles Strata and Community Title Services search attached hereto.

   (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:

   783 of 10000

   (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: ✓

   Whittles have confirmed that their system refers to the property as Lot 11 however it is officially Lot 37 as per the Community plan.

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 or other 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.
Environmental 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?

YES

(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?

YES

(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?

YES

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* ?

NO

(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?

NO

(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?

NO

(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?

YES

(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 Development Number: DA/886/2002 - Demolish the existing buildings and carry out remediation work

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.

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.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advisory Service with respect to conveyancers and the conveyancing process, see www.aicsa.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 - Secondary & Primary
Scheme Description (10021649)
By-laws of the Community Scheme (10021650)
Development Contract (10021651)
Plan of Community Division (Community Plans) - C21998 (Secondary) & C21996 (Primary)
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

ACKNOWLEDGEMENT OF RECEIPT

* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

	Signature		Signature
_____	Date	_____	Date

*(*Strike out whichever is not applicable)*

Form R3

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

Buyers information notice

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 e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **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** (e.g. 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 5921 Folio 353

Parent Title(s) CT 5909/491

Creating Dealing(s) ACT 10021648

Title Issued 02/08/2004 **Edition** 5 **Edition Issued** 06/06/2019

Estate Type

FEE SIMPLE

Registered Proprietor

PIP MCMANUS
RUSSELL RAYMOND GOLDFLAM
OF 10 GILES STREET ALICE SPRINGS NT 0870
AS JOINT TENANTS

Description of Land

LOT 37 SECONDARY COMMUNITY PLAN 21998
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
02/07/2004	10021649	SCHEME DESCRIPTION	FILED
02/07/2004	10021650	BY-LAWS	FILED
02/07/2004	10021651	DEVELOPMENT CONTRACT	FILED

Registrar-General's Notes

AFFECTED BY C21996

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

06/12/24

BERTRAM FORM ONE SHOP
107 GREENHILL ROAD
UNLEY, SA, 5061

Dear Sir/Madam

RE: Community Corporation 21998 Inc.
1-19 SOUTHCOTT WALK, ADELAIDE
ABN: 40991767963
Lot: 00011 Address known as: 11 SOUTHCOTT WALK, ADELAIDE
OWNER: Mr R Goldflam & Ms P McManus

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 783 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $290.00 per quarter paid to 14/02/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $117.00 per quarter paid to 14/02/25. No 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 06/12/2024. NEXT CONTRIBUTION IS DUE 15/02/2025.

(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:

PRIMARY CORPORATION (CC21996)- Note the Corporation of which this lot is a member of a Primary Corporation. As the Corporation is a separate legal entity, in order to provide information in regard to this Corporation a request for a Section 139 statement has to be received with the accompanying fee of $55. In order to obtain a full understanding of the position if the lot it is strongly recommended that a search of this Corporation be obtained.

MAINTENANCE & INSURANCE - Maintenance & Building Insurance of the individual units is a unit owners responsibility in accordance with legislation and the Corporation by laws.

Individual Lot - Lot owner pays for water.

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

Special Levies

No special levies payable.

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	$14,036.95CR
Sinking Fund	$27,340.80CR (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.

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

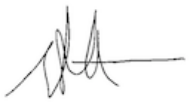
Conveyancers should note that it is the Lot holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

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



Eufemia Southon
Corporation Manager
eufemia.southon@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 06/12/2024

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 Form One Shop
107 GREENHILL ROAD, UNLEY

Community Corporation 21998 Inc.
1-19 SOUTHCOTT WALK, ADELAIDE
Lot: 00011 Address known as: 11 SOUTHCOTT WALK, ADELAIDE
OWNER: Mr R Goldflam & Ms P McManus

Eufemia Southon

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.21998 INC
1-19 Southcott Walk ADELAIDE SA 5000
1 February 2023 to 31 January 2024
Printed 21/03/24 11:21

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	13,002.00	12,560.00	442.00	9,964.00
Recoverable costs-Utilities	1,877.00	1,874.00	3.00	0.00
TOTAL FUND INCOME	**14,879.00**	**14,434.00**	**445.00**	**9,964.00**
FUND EXPENDITURE				
Debt collection fees	88.00	0.00	(88.00)	44.00
Debt collection fees recovery	(88.00)	0.00	88.00	(44.00)
Electrical	229.19	500.00	270.81	473.94
Management - Agreed Services	2,640.00	2,640.00	0.00	2,630.00
Management - Asset Maintenance Services	216.00	216.00	0.00	216.00
Management - Disbursement Fees	943.80	858.00	(85.80)	818.40
Owner expense	384.79	385.00	0.21	275.00
Owner recovery	(659.79)	(660.00)	(0.21)	0.00
Plumbing	0.00	500.00	500.00	0.00
Primary Plan contribution	7,702.00	7,702.00	0.00	5,104.00
Reimbursement of Expenses	1,874.09	1,874.00	(0.09)	0.00
Security gates	733.13	1,000.00	266.87	605.19
Utilities-Electricity	457.12	270.00	(187.12)	197.00
TOTAL FUND EXPENDITURE	**14,520.33**	**15,285.00**	**764.67**	**10,319.53**
FUND SURPLUS (DEFICIT)	**358.67**	**(851.00)**	**1,209.67**	**(355.53)**

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.21998 INC
1-19 Southcott Walk ADELAIDE SA 5000
31 January 2024
Printed 21/03/24 11:21

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	8,494.74	8,850.27
Surplus/(Deficit) For Period	358.67	(355.53)
TOTAL FUNDS	**8,853.41**	**8,494.74**
ASSETS		
Cash at Bank (MBL)	8,853.41	8,451.39
Sundry Receivables	0.00	240.35
TOTAL ASSETS	**8,853.41**	**8,691.74**
LIABILITIES		
Accrued Expenses	0.00	197.00
TOTAL LIABILITIES	**0.00**	**197.00**
NET ASSETS	**8,853.41**	**8,494.74**

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.21998 INC
1-19 Southcott Walk ADELAIDE SA 5000
1 February 2023 to 31 January 2024
Printed 21/03/24 11:21

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	6,120.00	6,000.00	120.00	5,297.00
TOTAL FUND INCOME	**6,120.00**	**6,000.00**	**120.00**	**5,297.00**
FUND EXPENDITURE				
Painting	0.00	0.00	0.00	9,204.00
TOTAL FUND EXPENDITURE	**0.00**	**0.00**	**0.00**	**9,204.00**
FUND SURPLUS (DEFICIT)	**6,120.00**	**6,000.00**	**120.00**	**(3,907.00)**

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.21998 INC
1-19 Southcott Walk ADELAIDE SA 5000
31 January 2024
Printed 21/03/24 11:21

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	15,622.80	19,529.80
Surplus/(Deficit) For Period	6,120.00	(3,907.00)
TOTAL FUNDS	**21,742.80**	**15,622.80**
ASSETS		
Cash at Bank (MBL)	21,742.80	15,622.80
TOTAL ASSETS	**21,742.80**	**15,622.80**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**21,742.80**	**15,622.80**

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.21998 INC
1-19 Southcott Walk ADELAIDE SA 5000
31 January 2024
Printed 21/03/24 11:21

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	24,117.54	28,380.07
Surplus/(Deficit) For Period	6,478.67	(4,262.53)
TOTAL FUNDS	**30,596.21**	**24,117.54**
ASSETS		
Cash at Bank (MBL)	30,596.21	24,074.19
Sundry Receivables	0.00	240.35
TOTAL ASSETS	**30,596.21**	**24,314.54**
LIABILITIES		
Accrued Expenses	0.00	197.00
TOTAL LIABILITIES	**0.00**	**197.00**
NET ASSETS	**30,596.21**	**24,117.54**

Investments Nil

The following balances relate to amounts received or owing as at 31/01/2024

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments

Unit/Lot Details	Admin Contributions	Sinking Contributions	Total
00003	337.00	144.00	481.00
00007	149.46		149.46
00011	274.00	117.00	391.00
00019	1.00		1.00
Totals	**761.46**	**261.00**	**1,022.46**

Outstanding Creditors Nil

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.

Whittles
Strata and Community Title Services

6 May 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.21998 INC 1-19 Southcott Walk, ADELAIDE, SA, 5000.

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

Eufemia Southon
Body Corporate Manager

Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.21998 INC.

Meeting Date	6 May 2024		
Meeting Location	Whittles Management Services - Louise Amber Boardroom 176 Fullarton Road, Dulwich, SA, 5065 and Via Teams		
Time	05:00 PM	Closed: 05:30 PM	
Lots Represented	00005	Mr R J Fleetwood	Electronic vote with written voting instructions
	00007	Mr G Smith	Owner present
	00009	Ms M E Simpson	Proxy present represented by Mr G Smith
	9A	Mrs L P E Autret	Owner present
	00011	Mr R Goldflam	Electronic vote with written voting instructions
	00013	Mr M J & Mrs F W C Lang	Electronic vote with written voting instructions
	00017	Ms S S Mavratzas	Owner present
Chairperson	Mr G Smith The Body Corporate Manager assisted by conducting the meeting		
Apologies	00011 Mr R Goldflam		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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 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 31 MAY 2023 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 1	Inv: 0

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 unaudited Statement of Accounts for the financial year ending 31 JAN 2024, which have been circulated to all members, was accepted.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 1	Inv: 0

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: 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 FEB 2024 to 31 JAN 2025 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.				
Votes	Yes: 7	No: 0	Abs: 0	Inv: 0

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. <u>Limitations Imposed</u> 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
Lot 7 - Mr G Smith has been elected unopposed as Presiding Officer.

Election of Secretary
Lot 17 - Ms Mavratzas has been elected unopposed as Secretary.

Election of Treasurer
Lot 17 - Ms Mavratzas has been elected unopposed as Treasurer.

Motion 6				
Appointment of Primary Corporation Representative	**Ordinary Resolution**			
It was resolved that in accordance with the Community Tittles Act 1996 the meeting appoint a Primary Corporation Representative to act on behalf of the Secondary Corporation 21998 inc at the Primary Corporation. G Smith, Lot 7, 7 Southcott Walk.				
Motion CARRIED.				
Votes	Yes: 7	No: 0	Abs: 0	Inv: 0

Item 7		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, 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 8		
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.		

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

Item 10		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in February 2023 recommended insurance cover of $670,000 for COMMON PROPERTY ONLY and is available for viewing at whittles.com.au through your owner portal.		

Motion 11		
Insurance Renewal	**Ordinary Resolution**	

Please note that the Secondary Community Corporation 21998 Inc., is endorsed on the Insurance Policy held by the Primary Community Corporation 21996, for the COMMON PROPERTY cover with the authorised representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd.

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 lot, 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.

Building Insurance
The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for their lot as the Body Corporate's cover applies to COMMON PROPERTY only.

The Body Corporate's Certificate of Currency is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.

Votes	Yes: 7	No: 0	Abs: 0	Inv: 0

Item 12		
Certificate of Building Insurance **REMINDER TO OWNERS**		

In accordance with your By-Laws proof of building insurance coverage or policy is to be supplied to the Corporation on request.

Please email your current Certificate of Currency by email to brianna.pamula@whittles.com.au at your earliest convenience.

Motion 13				
Final Special Levy for Past Common Water & Electricity	**Ordinary Resolution**			
It was resolved that a levy of $1,874 be raised in accordance with Lot Entitlement Values to those persons registered as proprietors of a lot and be made payable on or before 31 AUG 2024 for the past Common Water and Electricity Payments as outlined in AGM 2023 which was paid by Secondary Corporations. This is the final special levy payment for past common water and electricity consumption. Common Electricity and Water for common property is now being paid by the Primary Corporation and levied to each Secondary Corporation in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 1	Inv: 0

Motion 14				
Lot 1, 1 Southcott Walk - Approval to Install Eaves Vents & Whirly Bird Ventilators	**Special Resolution**			
Background: Owner of Lot 1, enquired about obtaining permission to install Whirlybirds as the top floor of their apartment gets very hot in the summer months. It was resolved that the Body Corporate authorises the Owner of Lot 1 to install whirly birds on the the top floor, in colours to match the roofing. The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the whirly bird ventilators will be borne by the Owner of that Lot 1 and/or their successors.				
Motion CARRIED.				
Votes	Yes: 7	No: 0	Abs: 0	Inv: 0

Item 15		
General Business		

Lockbox - Electricity Meter Access
The lockbox for the Electricity cabinet is inside the gate at the bottom of the property at the corner of Ely Place and Gilles Street CC21999.

Short Term Rentals
There has been an enquiry for using an apartment for Air BNB purposes and the process required for approval by the Corporation.

This was tabled at the recent Primary Corporation Meeting and all present at the meeting were extremely concerned about Air BNB occurring in the complex.

It was agreed at the Primary Annual General Meeting that the Corporation Manager obtain advice on:

1. whether the existing clause in the ByLaws for residential use only is sufficient to stop an owner undertaking a Air BNB business. An Air BnB is running a business which is not allowed under the current By Laws.

2. whether only the Primary ByLaw be changed and then enforced should any of the six Secondary Corporations choose to do Air BnB or whether all of the ByLaws require amending.

3. Fee Proposal to write the motion, change the ByLaws and lodge with Land Titles Office.

Good Repair - Reminder to Owners
Owners are reminded that in accordance with the ByLaws a lotholder must maintain the Lot in good repair.

Cleaning of the Driveway
The Presiding Officer advised that pressure cleaning of the driveway had been discussed at the Primary Meeting. The contractors advised that pressure cleaning would damage the surface of the pattern pave.

It was agreed not to proceed with dry cleaning as it is not likely to make a significant difference.

At some time in the future the driveway will need to be resealed.

Motion 16		
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 was approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with proposed quarterly contributions for the Corporation of $3,700.00 for the financial year ending 31 JAN 2025.

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 during the year.

Contributions will be raised in accordance with Lot Entitlement Values.

Motion CARRIED.

Votes	Yes: 6	No: 0	Abs: 1	Inv: 0

Motion 17				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are the same as the previous budget with proposed quarterly contributions for the Corporation of $1,500.00 for the financial year ending 31 JAN 2025. 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 during the year.. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 1	Inv: 0

Motion 18				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that 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 Presiding Officer, 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 $0.00. 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.				
Votes	Yes: 6	No: 0	Abs: 1	Inv: 0

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 Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 7	No: 0	Abs: 0	Inv: 0

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.21998 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. 6.				
Motion CARRIED.				
Votes	Yes: 7	No: 0	Abs: 0	Inv: 0

Item 21		
Next Meeting & Closure		
The next general meeting will be at a date and time to be determined.		

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.21998 INC
1-19 SOUTHCOTT WALK, ADELAIDE

Year ending January 2025

ADMINISTRATIVE FUND

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
INCOME					
Contributions	*3,500.00*	*3,500.00*	*3,700.00*	*3,700.00*	***$14,400.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-761.46*	*-0.00*	*-0.00*	*-0.00*	***-$761.46***
Recoverable costs - Utilities	*0.00*	*0.00*	*1,877.00*	*0.00*	***$1,877.00***
Total	***2,738.54***	***3,500.00***	***5,577.00***	***3,700.00***	***$15,515.54***
EXPENDITURE					
Electrical	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Management - Agreed Services	*705.00*	*705.00*	*705.00*	*705.00*	***$2,820.00***
Management - Asset Maintenance Services	*54.00*	*54.00*	*54.00*	*54.00*	***$216.00***
Management - Disbursement Fees	*204.75*	*204.75*	*204.75*	*204.75*	***$819.00***
Plumbing	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Primary Plan contribution	*2,482.00*	*2,482.00*	*2,482.00*	*2,482.00*	***$9,928.00***
Reimbursement of Expenses	*0.00*	*0.00*	*1,877.00*	*0.00*	***$1,877.00***
Security gates - Repairs	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Technology and System Fees	*53.00*	*53.00*	*53.00*	*53.00*	***$212.00***
Utilities - Electricity	*115.00*	*115.00*	*115.00*	*115.00*	***$460.00***
Total	***4,113.75***	***4,113.75***	***5,990.75***	***4,113.75***	***$18,332.00***

SINKING FUND

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
INCOME					
Contributions	*1,500.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,000.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-261.00*	*-0.00*	*-0.00*	*-0.00*	***-$261.00***
Transfer - From Administration fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***1,239.00***	***1,500.00***	***1,500.00***	***1,500.00***	***$5,739.00***
EXPENDITURE					
Painting - External Surfaces	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Security gates - Repairs	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***0.00***	***0.00***	***0.00***	***0.00***	***$0.00***

CASH FLOW SUMMARY

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*8,853.41*	*7,478.20*	*6,864.45*	*6,450.70*	***$8,853.41***
Add: Contributions	*3,500.00*	*3,500.00*	*3,700.00*	*3,700.00*	***$14,400.00***
Add: Recoverable costs - Utilities	*0.00*	*0.00*	*1,877.00*	*0.00*	***$1,877.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*761.46*	*0.00*	*0.00*	*0.00*	***$761.46***
Minus: Expenditures	*4,113.75*	*4,113.75*	*5,990.75*	*4,113.75*	***$18,332.00***
CLOSING BALANCE	*7,478.20*	*6,864.45*	*6,450.70*	*6,036.95*	***$6,036.95***
SINKING FUND					
Opening Balance	*21,742.80*	*22,981.80*	*24,481.80*	*25,981.80*	***$21,742.80***
Add: Contributions	*1,500.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,000.00***
Add: Transfer - From Administration fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*261.00*	*0.00*	*0.00*	*0.00*	***$261.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*22,981.80*	*24,481.80*	*25,981.80*	*27,481.80*	***$27,481.80***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 12

	— Effective from 15/08/24 —		— Effective from 15/08/22 —	
Lot Number	**LEV**	**ADMIN Fund**	**LEV**	**SINKING Fund**
1	844	**$312**	844	**$127**
3	964	**$357**	964	**$145**
5	783	**$290**	783	**$117**
7	783	**$290**	783	**$117**
9	783	**$290**	783	**$117**
11	783	**$290**	783	**$117**
13	783	**$290**	783	**$117**
15	783	**$290**	783	**$117**
17	964	**$357**	964	**$145**
19	964	**$357**	964	**$145**
15A	783	**$290**	783	**$117**
9A	783	**$290**	783	**$117**
QUARTERLY TOTAL		***$3,703.00***		***$1,498.00***

CALCULATION OF LEVIES

Total Lot Entitlement	10000
Number of Lots	12
Due date	**15/08/24**

RECOVERABLE COSTS - UTILITIES - A16016

Final payment for past Common Water and Electricity Payments $1,874. Now paid and levied to the owners via Primary Corporation

Lot Number	**UEV**	**Contribution**
1	844	*$158*
3	964	*$181*
5	783	*$147*
7	783	*$147*
9	783	*$147*
11	783	*$147*
13	783	*$147*
15	783	*$147*
17	964	*$181*
19	964	*$181*
15A	783	*$147*
9A	783	*$147*
ONCE-OFF		*$1,877.00*

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.21998 INC 1-19 SOUTHCOTT WALK, ADELAIDE, SA, 5000

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

Eufemia Southon
Body Corporate Manager

Whittles
Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.21998 INC

Meeting Date	31 May 2023		
Meeting Location	Join Via Teleconference 08 8249 7840 OR, Louise Amber Room, 176 Fullarton Road, Dulwich, SA, 5065		
Time	05:00 PM		Closed: 05.30 PM
Lots Present	9A	Mrs L P E Autret	Owner present
	17	Ms S S Mavratzas	Owner present
By Proxy	5	Mr R J Fleetwood	Electronic vote
	7	Mr G Smith	Electronic vote
	9	Ms M E Simpson	Electronic vote
	11	Mr R Goldflam & Ms P McManus	Electronic vote
	13	Mr M J & Mrs F W C Lang	Electronic vote
	15A	Mr C Kalei	Electronic vote
Chairperson	In the absence of the Presiding Officer in person the Body Corporate Manager conducted the meeting.		
Additional Attendees	Eufemia Southon representing Whittles Body Corporate Management Pty Ltd		

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 last Annual General Meeting held on 20 JUN 2022 and sent to owners were 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 unaudited Statement of Accounts for the financial year ending 31 JAN 2023, which have been circulated to all members, was 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 FEB 2023 to 31 JAN 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
Mr G Smith has been elected unopposed as Presiding Officer.

Election of Secretary
Ms S S Mavratzas has been elected unopposed as Secretary.

Election of Treasurer
Ms S S Mavratzas has been elected unopposed as Treasurer.

Motion 6		
Appointment of Primary Corporation Representatives	**Ordinary Resolution**	
That in accordance with the Community Titles Act 1996 the meeting appoint a Primary Corporation Representative to act on behalf of the Secondary Corporation 24369 inc at the Primary Corporation. G Smith, Lot 7, 7 Southcott Walk		
Motion CARRIED.		

Item 7		
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 8		
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.		

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.		

Item 10		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes was performed in 02/23 and recommended insurance cover of $670,000. The Insurance Valuation is available for viewing at whittles.com.au through your owner portal.		

Motion 11		
Insurance Renewal	**Ordinary Resolution**	

Please note that the Secondary Community Corporation 21998 is endorsed on the Insurance Policy held by the Primary Community Corporation 21996, for the COMMON PROPERTY cover with the authorised representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennnium Underwriting Agencies Pty Ltd.

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 lot, 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.

Building Insurance
The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for their lot as the Body Corporate's cover applies to common property only.

Motion CARRIED.

Item 12		
Certificate of Building Insurance ***REMINDER TO OWNERS***		

In accordance with your By laws Proof of building insurance coverage or policy is to be supplied to the Corporation on request.

Please email your current Certificate of Currency by email to sylvia.carlsson@whittles.com.au at your earliest convenience.

Item 13		
Recovery of Water and Electricity Payments		
At the Extraordinary General Meeting on 2 May 2023 it was agreed by the Primary Corporation that the following adjustments (as previously distributed) would occur over 2 years for each Secondary Corporation as follows: CC21999 receive total of $14,890.31 ($7,445.14 per year) CC23415 receive total of $3,943.28 ($1,971.64 per year) CC23480 receive total of $4,093.12 ($2,046.56 per year) CC21997 pay total of $1478.51 ($739.25 per year) 50% to be contributed by Whittles $739.25 per year **CC21998 pay total of $3,748.18 ($1,874.09 per year) 50% to be contributed by Whittles $1,874.09 per year** CC24369 pay total of $6,236.66 ($3,118.33 per year) 50% to be contributed by Whittles $3,118.33 per year and that Legal Expenses incurred by CC21999 of $2,264 be reimbursed by the Primary Corporation. (Note: Primary Corporation EGM Minutes are available on the owners portal) Payments for electricity and water will be raised by Special Levy due on 31 August 2023 and 31 August 2024 for $1,874 per annum. Levy raiser is attached showing the amount required by each owner.		

Motion 14				
Special Levy	**Ordinary Resolution**			
It was resolved that a levy totalling $1,874.00 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 AUG 2023 for the purpose of Recovery of past Electricity and Water payments as agreed by the Primary Corporation. Two levies due 15/8/2023 and 15/8/2024 for $1,874 per year.				
Motion CARRIED.				
Votes	Yes: 7	No: 0	Abs: 1	Inv: 0

Item 15		
Electricity Meter 827032		
This electricity meter services the electronic gates and lighting for the shared driveway for CC21999 and CC21998. The usage on this meter had never been charged by a retailer and was identified during the common electricity and water exercise. The usage is now been metered and charged equally between the two Corporations. The estimated cost per quarter for each Corporation is $70 which has been included in the Proposed Budget.		

Motion 16		
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 was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $3,500.00 for the financial year ending 31 JAN 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 17		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $1,500.00 for the financial year ending 31 JAN 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 18		
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 Presiding Officer, 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 $2,100.00. 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 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 Presiding Officer 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.21998 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 next general meeting will be by WEBEX /physical location at a date and time to be determined.		

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.21998 INC
1-19 SOUTHCOTT WALK, ADELAIDE

Year ending January 2024

ADMINISTRATIVE FUND

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
INCOME					
11500 - Contributions	*2,780.00*	*2,780.00*	*3,500.00*	*3,500.00*	***$12,560.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-321.46*	*-0.00*	*-0.00*	*-0.00*	***-$321.46***
16016 - Recoverable costs - Utilities	*0.00*	*0.00*	*1,874.00*	*0.00*	***$1,874.00***
Total	***2,458.54***	***2,780.00***	***5,374.00***	***3,500.00***	***$14,112.54***
EXPENDITURE					
35500 - Electrical	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
22300 - Management - Agreed services	*660.00*	*660.00*	*660.00*	*660.00*	***$2,640.00***
52600 - Management - Asset maintenance services	*54.00*	*54.00*	*54.00*	*54.00*	***$216.00***
29200 - Management - Disbursement fees & service	*214.50*	*214.50*	*214.50*	*214.50*	***$858.00***
65500 - Owner expense	*0.00*	*385.00*	*0.00*	*0.00*	***$385.00***
65600 - Owner recovery	*-275.00*	*-385.00*	*0.00*	*0.00*	***$-660.00***
60000 - Plumbing	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
61500 - Primary Plan contribution	*1,369.00*	*1,369.00*	*2,482.00*	*2,482.00*	***$7,702.00***
63600 - Reimbursement of Expenses	*0.00*	*0.00*	*1,874.00*	*0.00*	***$1,874.00***
69001 - Security gates - Repairs	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
77001 - Utilities - Electricity	*67.50*	*67.50*	*67.50*	*67.50*	***$270.00***
Total	***2,590.00***	***2,865.00***	***5,852.00***	***3,978.00***	***$15,285.00***

SINKING FUND

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
INCOME					
11500 - Contributions	*1,500.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,000.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-117.00*	*-0.00*	*-0.00*	*-0.00*	***-$117.00***
18501 - Transfer - From Administration fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***1,383.00***	***1,500.00***	***1,500.00***	***1,500.00***	***$5,883.00***
EXPENDITURE					
55507 - Painting - External Surfaces	*9,204.00*	*0.00*	*0.00*	*0.00*	***$9,204.00***
69001 - Security gates - Repairs	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***9,204.00***	***0.00***	***0.00***	***0.00***	***$9,204.00***

CASH FLOW SUMMARY

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*8,494.74*	*8,363.28*	*8,278.28*	*7,800.28*	***$8,494.74***
Add: Contributions	*2,780.00*	*2,780.00*	*3,500.00*	*3,500.00*	***$12,560.00***
Add: Recoverable costs - Utilities	*0.00*	*0.00*	*1,874.00*	*0.00*	***$1,874.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*321.46*	*0.00*	*0.00*	*0.00*	***$321.46***
Minus: Expenditures	*2,590.00*	*2,865.00*	*5,852.00*	*3,978.00*	***$15,285.00***
CLOSING BALANCE	*8,363.28*	*8,278.28*	*7,800.28*	*7,322.28*	***$7,322.28***
SINKING FUND					
Opening Balance	*15,622.80*	*7,801.80*	*9,301.80*	*10,801.80*	***$15,622.80***
Add: Contributions	*1,500.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,000.00***
Add: Transfer - From Administration fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*117.00*	*0.00*	*0.00*	*0.00*	***$117.00***
Minus: Expenditures	*9,204.00*	*0.00*	*0.00*	*0.00*	***$9,204.00***
CLOSING BALANCE	*7,801.80*	*9,301.80*	*10,801.80*	*12,301.80*	***$12,301.80***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 12

	— Effective from 15/08/23 —		— Effective from 15/08/22 —	
Lot Number	**LEV**	**ADMIN Fund**	**LEV**	**SINKING Fund**
1	844	**$295**	844	**$127**
3	964	**$337**	964	**$145**
5	783	**$274**	783	**$117**
7	783	**$274**	783	**$117**
9	783	**$274**	783	**$117**
11	783	**$274**	783	**$117**
13	783	**$274**	783	**$117**
15	783	**$274**	783	**$117**
17	964	**$337**	964	**$145**
19	964	**$337**	964	**$145**
15A	783	**$274**	783	**$117**
9A	783	**$274**	783	**$117**
QUARTERLY TOTAL		***$3,498.00***		***$1,498.00***

CALCULATION OF LEVIES

Total Lot Entitlement	10000
Number of Lots	12
Due date	**15/08/23**

RECOVERABLE COSTS - UTILITIES - A16016

Electricity and Water Payments for two years YE January 2024 $1,874 and YE January 2025 $1,874

Lot Number	UEV	Contribution
1	844	*$158*
3	964	*$181*
5	783	*$147*
7	783	*$147*
9	783	*$147*
11	783	*$147*
13	783	*$147*
15	783	*$147*
17	964	*$181*
19	964	*$181*
15A	783	*$147*
9A	783	*$147*
ONCE-OFF		*$1,877.00*

ACCOUNT NOTES

65600 - Owner recovery	Leaking water meters Lot 5 Mr Fleetwood Occurred last period Lot 7 G Smith Water meter

Community Corporation 021998 Inc.
At 1-19 SOUTHCOTT WALK, ADELAIDE
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
01/05/07	Rainwater Tank - Lot 13 - APPROVED Approved was sought and granted for a sleek modular rainwater tank to be installed in their rear yard in a suitable colour to match the development
20/12/07	Dog - 15 Southcott Walk - APPROVED The Corporation Manager advised that approval was granted as the majority of owners voted in favour of the keeping of one dog for 15 Southcott Walk as per the provisions of the letter of application, being for the life of that particular dog or the occupancy of the Lot by the purchaser of the Lot, whichever is shorter and subject to the dog not causing a nuisance to other residents.
29/04/08	Keeping Pets The Corporation Manager reminded owners that if they want to keep any pets they must obtain approval from the Corporation. Further to this the By Laws actually require approval of the Primary Corporation to be obtained as well.
12/05/09	No Resolutions Recorded
04/05/10	No Resolutions Recorded
10/05/11	Timber Panels - Southcott Walk That the Lot Owners of Community Corporation 21998 Inc. agree to maintain all the wooden fences, including the dividing fences between the Lots, by undertaking the re-oiling of the fences every twenty four (24) months on behalf of all Lot Owners. The cost to re-oil the fences is to be paid by the individual Lot owners by raising a levy with the gross amount being divisible by the Lot entitlement.
05/12/11	Install Roof Mounted Solar Panel - Lot 9 -APPROVED Approval was given to Lot 9 to install roof mounted solar panel
23/04/12	No Resolutions Recorded
21/09/12	External Blind Fit to Window Of Top Level Bedroom Lot 11 - APPROVED Permission was requested and approval was given for Lot 11 to install a external blind to be fitted to a window frame on a top level bedroom and to be used only at night time to provide a total block out. Cost will be at the owners expense.

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
23/05/13	Installation of Solar Panels - Blanket - APPROVED Lot owners requested and was given for the approval to install for solar panels system to the roof area of their Lot and that all associated costs with the supply, installation and maintenance of the panels is a Lot owner expense. Lot owners are to advise the Corporation Manager when the installation is to be carried out in order that all Lot Owners, who share the common driveway, can be advised of any disruption to access during installation.
14/04/14	No Resolutions Recorded
07/05/15	No Resolutions Recorded
03/05/16	No Resolutions Recorded
25/05/17	No Resolutions Recorded
29/05/18	No Resolutions Recorded
30/04/19	Pet Approval That the Body Corporate authorises the prospective new Owner/s of Lot 11 to keep 2 cats at that Lot, in accordance with the written application, subject to the following conditions: The animals must be properly restrained whilst on common property; The animals must be prevented from causing a nuisance, particularly by noise or fouling; This consent and approval shall apply to these animals only and shall be revoked upon the death or removal of the animals. The Corporation Manager advised that the Primary Corporation had approved this proposal providing the Pet Keeping Rules are adhered to.
02/06/20	Building Insurance Background: By-Law 16 requires all Lotholders to carry their own Insurance over all buildings and improvements on their Lot. Proof of coverage by way of a copy of the Lotholder's current receipted insurance schedule or policy shall be supplied to the Corporation. Motion: All Lotholders to provide a Certificate of Currency to the Corporation

Manager within 30 days of each Annual General Meeting as per resolution at the Annual General Meeting.
MOTION CARRIED

25/05/2021 No resolutions recorded

20/06/2022 **Approval to keep a Cat (Ordinary Resolution)**

K Warnock, 1 Southcott Walk is seeking approval for a domestic Short Hair Cat called Jens as per application previously distributed.

Motion
That the Body Corporate authorises the Owner of Lot 1 to keep a cat (Jens) at that Lot, in accordance with the written application attached, subject to the following conditions,

The animal must be properly restrained whilst on common property;
The animal must be prevented from causing a nuisance, particularly by noise or fouling;
This consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.

MOTION CARRIED
YES 6 / NO 0/ ABSTAIN 1

Approval to keep a Dog (Ordinary Resolution)

9 Southcott Walk is seeking approval for a Dog called Ziggy as application previously distributed.

Motion
That the Body Corporate authorises the Owner of Lot 1 to keep a dog (Ziggy) at that Lot, in accordance with the written application attached, subject to the following conditions,

The animal must be properly restrained whilst on common property;
The animal must be prevented from causing a nuisance, particularly by noise or fouling;
This consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.

MOTION CARRIED
YES 5/ NO 0/ ABSTAIN 2

Approval to install a wall mounted umbrella on balcony (Special Resolution)

P McManus and R Goldflam of 11 Southcott Walk put forward a proposal for retractable blinds at the last Annual General Meeting which was not approved. Attached is a letter, links and reasoning behind the proposal from owners for the Corporation to consider application for a wall mounted umbrella. (Colour of umbrella to be White Sand as stated in proposal)

Motion
That the Body Corporate authorises the Owner of Lot 11 to erect a wall mounted umbrella on the north facing balcony in accordance with the written application previously distributed, subject to the following conditions:

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;
The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;
The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;
The Owner must maintain the improvement made under this authority in good condition;

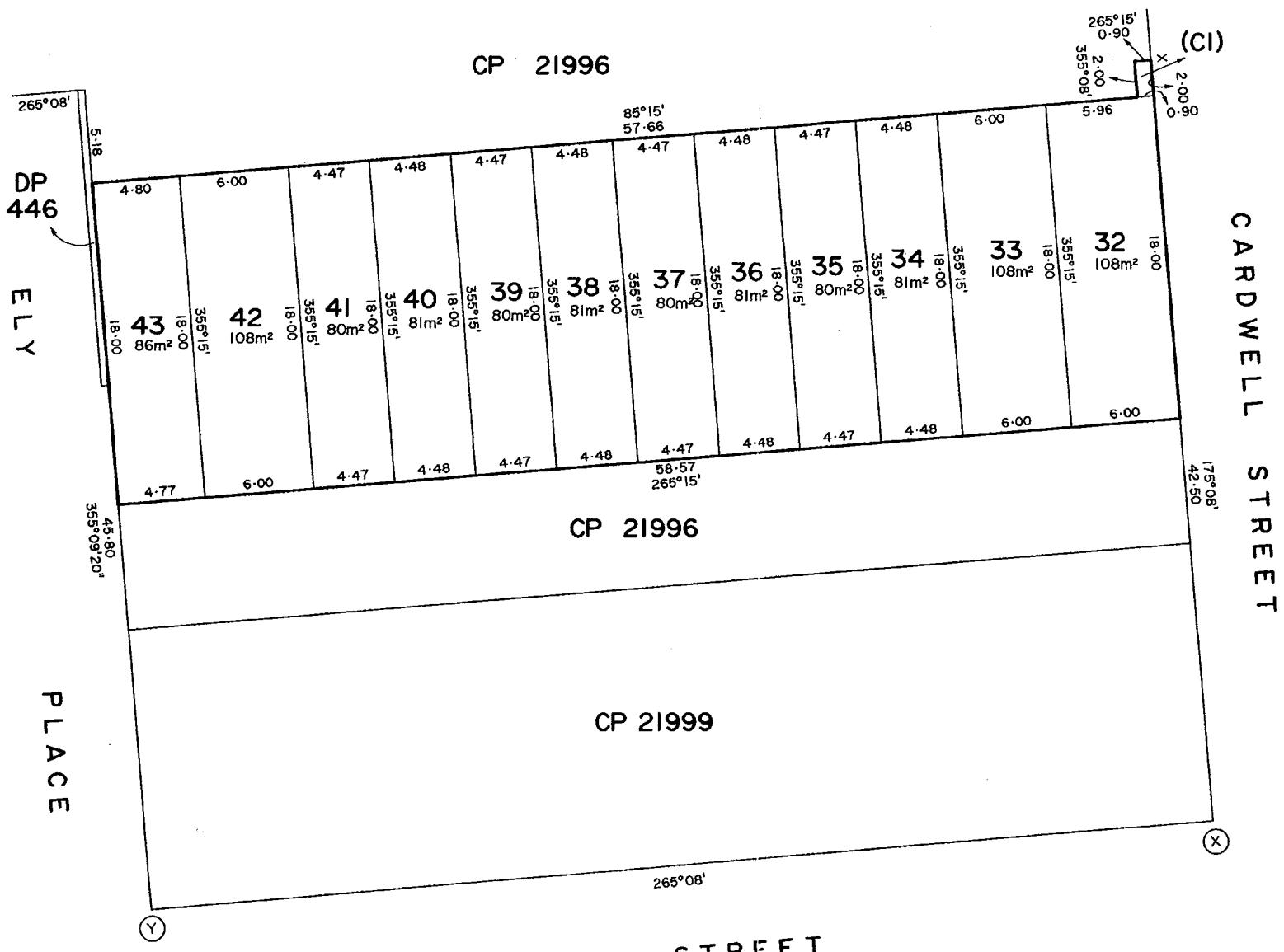
MOTION CARRIED
YES 7 / NO 0/ ABSTAIN 0

31/05/23 No Resolution were recorded

06/05/24 Lot 1/ 1 Southcott Walk - Approval to install Eaves Vents & Whirly Bird Ventilators (Special Resolution)

Background:
Owner of Lot 1, enquired about obtaining permission to install Whirlybirds as the top floor of their apartment gets very hot in the summer months.
It was resolved that the Body Corporate authorises the Owner of Lot 1 to install whirly birds on the the top floor, in colours to match the roofing.
The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;
The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;
The Owner must maintain the improvement made under this authority in good condition;
All costs associated with the installation/removal and maintenance of the whirly bird ventilators will be borne by the Owner of that Lot 1 and/or their successors.
Motion CARRIED
Yes - 7 / No - 0 / Abstain - 0

LOCATION AND COMMON PROPERTY PLAN



COMMUNITY PLAN NUMBER
CP 21998

PLAN TYPE SECONDARY

THIS IS SHEET 1 OF 3 SHEETS

DEPOSITED 29/7/2004 PRO REGISTRAR-GENERAL

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P M S APPROVED
JE	ABM	22.7.04	—

TITLE REFERENCE CT5909/491

LOT 202 in CP 21996
of PART TOWN ACRE 593
CITY OF ADELAIDE

IRRIGATION AREA — DIVISION —
HUNDRED ADELAIDE
AREA ADELAIDE
COUNCIL CITY OF ADELAIDE

MAP REF 6628-42-j

O B / LAST PLAN REF FP 44248 | TOTAL AREA 1056m²

DEV No 020/C508/03

SCALE METRES
0 5 10 15 20

THE COMMON PROPERTY IS DESIGNATED (C1)
FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 3/9/2003

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR — ZONE — AMG —
BEARING DATUM (X) - (Y) 265°08'10" DISTANCE —
DERIVED FROM FP 44248 ADOPTED

LEGEND

NETWORK PSM		⊡
NETWORK STATION		◉
PERMANENT SURVEY MARK	PLACED	□
	FOUND	□ FD
	GONE	⊠ GONE
REFERENCE MARKS	PLACED	● MP OR RAM
	FOUND	● SPK FD
	GONE	⊗ BT GONE
DRILL HOLE & WING		●—
DIRECTION CHANGE		—○—
PART DISTANCES		(20.32)
CALCULATED DATA		20.85 CALC
COPIED DATA		100.85

CERTIFICATE OF LICENSED SURVEYOR

I ALISTER ROSS FYFE
licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation

Dated this 3RD day of DECEMBER 2003

Licensed Surveyor

FYFE PTY LTD
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566

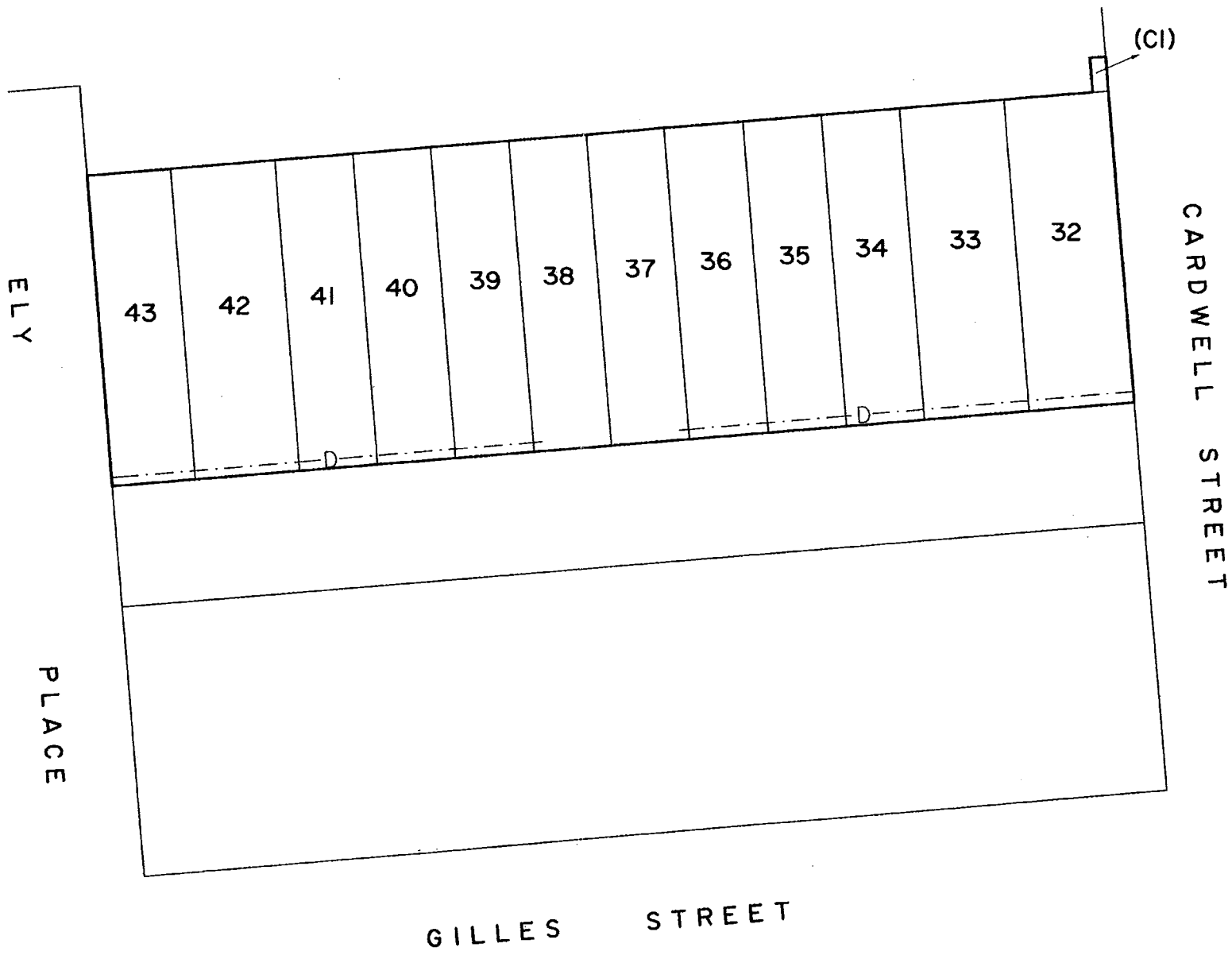
Reference 13349/5/1 Dwg No. 13349SU2-r2
QA CM REV 2 DATE 2/12/03

FYFE_DOLF

SERVICE INFRASTRUCTURE PLAN

SERVICE INFRASTRUCTURE
SHOWN THUS —·—·—·—·—

D = DRAINAGE



COMMUNITY PLAN NUMBER
CP 21998

PLAN TYPE SECONDARY

THIS IS SHEET 2 OF 3 SHEETS

Licensed Surveyor [illegible] Date 3.3.03

PLAN APPROVED 29.7.04

DEPOSITED 29 / 7 / 2004

PRO REGISTRAR-GENERAL

SCALE 0 5 10 15 20 METRES

ANNOTATIONS

THE SERVICE INRFASTRUCTURE WAS NOT IN PLACE AS AT 15/7/2003

THE POSITION OF THE PROPOSED SERVICE INFRASTRUCTURE HAS BEEN PLOTTED FROM ENGINEERING PLANS

FYFE PTY LTD
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0804
Brisbane (07) 3208 6566

Reference 13349/5/1 Dwg No. 13349SU2-r2

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21998

THIS IS SHEET 3 OF 3 SHEETS

APPROVED 22/7

DEPOSITED 29/7/2004
PRO REGISTRAR-GENERAL

APPLICATION 10021648

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
32	964	
33	964	
34	783	
35	783	
36	783	
37	783	
38	783	
39	783	
40	783	
41	783	
42	964	
43	844	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I James Pledge 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 20 day of July 2004

Signature of Land Valuer

FORMAT 5.

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020:C508:03**

BY-LAWS

COMMUNITY PLAN NO. 21998

SOUTHCOTT BETWEEN ELY PLACE AND GILLES, CARDWELL AND HALIFAX STREET, ADELAIDE

o,y. LF 10021650

KAH1
337

IRUN^IIN^^^I^NN^WNhn1^411N
12262-JW-200

LANDS TITLES REGISTRATION OFFICE
SOUTH **AUSTRALIA**

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

SERIES NO.	PREFIX
3	LF

AGENT CODE

Lodged by: NIOe If^INI

Correction to: L4T wA-

BELOW THIS LINE FOR OFFICE USE ONLY

Date:	Time:

FEES

R.G.O.	POSTAGE
q8 . oo	

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

.....

.....

.....

.....

Assessor

PICK-UP NO.	q) o31 q
CP	,GaO
DEV. NO.	Oao CS05 , 03

Lands Titl 16:46 07/07,04 184325
REGISTRATION FEE $98.00

CORRECTION PASSED

FILED 29 JUL 2004

pro REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE

© CORPORATE FORMS PTY LTD (May 2000) Lic No.1

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

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TERMS OF INSTRUMENT
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LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

COMMUNITY TITLES ACT
BY-LAWS
COMMUNITY CORPORATION NO. 21998 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 and Regulations.

PART 1— DEFINITIONS

1. The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to these by-laws and unless the context otherwise requires, the expressions:-

"The Act" means the Community Titles Act 1996 as amended;

"Common Property" means the Common Property created by Community Plan No. 21998;

"The Corporation" means Community Corporation No. 21998 Incorporated constituted in . accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"The Community Parcel" means the whole of the land comprised in Community Plan No. 21998;

"Lot" means a primary, secondary or tertiary Community Lot within the Community Parcel;

"Lotholder" means the Owner of a Lot;

"Occupier" of a Lot includes, if a Lot is unoccupied, the Owner of the Lot;

"Primary Lot 202" means Lot 202 in the Primary Plan;

"Primary Plan" means Community. Plan No. 21996;

"Primary Community Corporation" means Community Corporation No. 21996.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

(a) a reference to an instrument includes any variation or replacement of it

(b) 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

(c) the singular includes the plural and vice versa

(d) the word "person" includes a firm, a body corporate, an association or an authority

(e) words of any gender include every gender

(f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns

(g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later

(h) headings are inserted for convenience and do not affect the interpretation of these by-laws.

If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, then it is severed. The remainder of these by-laws will continue to 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:

2.2.1 the appointment of a manager pursuant to by-law 2.3;

2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds $10,000;

2.2.3 the Corporation's obligations regarding the insurance under the Act.

2.3 The Corporation may appoint a manager to assist the Corporation to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.

2.4 The manager shall be appointed on a contract that is for an initial term of five (5) years, but is subject to annual review by the Corporation.

2.5 If on annual review the Corporation is dissatisfied with the performance of the manager, the Corporation may terminate the management contract.

2.6 The first manager is Whittles Management Services Pty Ltd.

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 invitees. **for-accec purposes:**

PART 3 - COMMUNITY PARCEL

4. Use **of Community Parcel**

A person bound by these by-laws must not on the Community Parcel without the consent of the Corporation:

4.1 break, pull up, damage, destroy or remove any tree, shrub or plant;

4.2 dig, damage, disfigure, remove or in any way interfere with the soil, turf or any grass plot, lawn or playing surface;

4.3 unlawfully set aside or attempt to exclude the public from any section of the Community Parcel;

4.4 fly or attempt to fly any kite, airfoil or toy or any powered model aircraft or glider;

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

4.6 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons;

4.7 perform the work of repairing, washing, painting, panel-beating or other work of any nature on or to any vehicle, except in an area specifically set aside for that purpose and identified as such, and provided that this paragraph shall not extend to running repairs in the case of breakdown;

4.8 preach or harangue;

4.9 ride or drive any vehicle or animal or run, stand or walk on any flower bed or garden plot;

4.10 carry, use, discharge or explode any fire arm, explosive, fire works, air gun or any other weapon;

4.11 obstruct any footway road or path;

4.12 use or occupy any caravan or other vehicle as a place of habitation;

4.13 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;

4.14 place or cause to be placed a moveable sign in a public place in such a manner as to obstruct the vision of the driver of a vehicle at junctions or intersections;

4.15 rollerblade, rollerskate or ride a skateboard; or

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

5. Animals

Subject to the Act, a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot.

PART 4 - USE OF LOTS

6. Good Repair

A Lotholder must:

6.1 maintain the Lot in good repair;

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

6.3 carry out any work ordered by the Corporation in respect of the Lot.

7. Purposes for which the Lots and Common Property may be used

7.1 The Lots are intended for use for residential purposes, and for associated car parking and storage.

7.2 The Common Property is intended to be used for the provision of service infrastructure.

7.3 Primary Common Property in the Primary Plan marked "Private Road C (Common Property)" which runs east west between Primary Lots 201 and 202, is for exclusive use of the owners and/or occupiers of the Lots following division of Primary Lot 202 and the owners and/or occupiers of Primary Lot 201 for access purposes.

7.4 Notwithstanding any exclusive access rights created above, all Common Property shall be accessible by emergency and general maintenance services for the benefit of the Primary Community Corporation.

8. Use of Lot

A person bound by these by-laws must not without the consent of the Corporation:

8.1 use the Lot, or permit the Lot to be used, for any unlawful purpose;

8.2 do or commit or cause permit or suffer to be done or committed on or about the Lot or Common Property, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

8.3 change the use or alter the character of the Lot unless the consent of the Corporation has been obtained by a special resolution at a general meeting of the Corporation;

8.4 be inappropriately clothed when upon any part of a Lot so as to be visible from another Lot or from the Common Property;

8.5 cause or allow loud noise or any other nuisance, disturbance or noise to be made in or to emanate from the Lot;

8.6 conduct or allow any auction sale fire sale warehouse sale or liquidation sale on the Lot;

8.7 affix any television or radio mast or antenna to any part of the Lot or use or operate any music or instrument, gramophone radio set television amplifier or other sound producing equipment in the Lot or any part of the Lot in such a manner as to enable to be heard outside the Lot;

8.8 hang any laundry or other items out to dry or air in public view on any part of a Lot;

8.9 display "for let", "for sale" or other such signs on or about the Lot;

8.10 undertake extensive landscaping or drilling ground water wells on or about the Lot;

AND furthermore, a person bound by these by-laws must:

8.11 upon all rates, taxes, charges, outgoings and assessments in respect of their Lot becoming payable, forthwith pay the same;

8.12 if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs in connection therewith.

8.13 comply with any reasonable direction or request from the Corporation.

9. Alteration to Lots

9.1 For the purpose of this by-law "prescribed work" means:

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

9.1.2 the alteration of the external appearance of a building or structure.

9.2 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon their Lot other than upon the following terms and conditions:-

9.2.1 such person has submitted a proposal for such prescribed work to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;

9.2.2 such person has consulted with any architect appointed by the Corporation to advise it in respect of such prescribed work and paid to the Corporation the costs incurred by the Corporation of engaging such architect;

9.2.3 such person obtains the consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed work;

9.2.4 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;

9.2.5 all work shall be carried out strictly in accordance with the provisions of any consents granted or terms laid down for such works either by the Corporation or any government or statutory authority;

9.2.6 all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner;

9.2.7 all work shall be undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;

9.2.8 all Common Property shall be fully protected against damage;

9.2.9 any damage caused to Common Property shall be rectified by such person to the satisfaction of the Corporation;

9.2.10 all Common Property areas shall be left in a clean and tidy condition on a daily basis;

9.2.11 all work shall be undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;

9.2.12 such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such prescribed work and shall upon request from the Corporation provide the Corporation with a copy of such insurance policy or cover;

9.2.13 such person shall permit the Corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and

9.2.14 any rubble or refuse arising from the performance of such prescribed work must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation;

9.2.15 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 where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.

9.3 Save and except for any prescribed work referred to in by-law 9.2 hereof and performed or carried out in accordance with such by-law 9.2 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 approval in writing of the Corporation.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

10. Right to Enter Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the 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

10.1 to inspect the Lot;

10.2 to carry out maintenance repairs or work;

and

10.3 to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-laws are being observed.

11. Observance of By-laws

11.1 Where these by-laws restrict the behavior or activity of a Lotholder or Occupier of a Lot there shall be imposed upon that Lotholder or Occupier an obligation not to permit that behavior or activity;

11.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability or any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

PART 5 - COMMON PROPERTY

12. Use of Common Property

A person bound by these by-laws must not:

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

12.2 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 Community Corporation, their customers, clients or visitors;

12.3 make, or allow their invitees or visitors to make undue noise in or about any Lot or the Common Property;

12.4 park or stand a motor vehicle in a parking space allocated for others or on a part of the Common Property 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;

12.5 without the consent of the Corporation damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;

12.6 dispose or throw upon the Common Property any rubbish dirt dust or other material or any appliance chattel or other article or thing except in the receptacle or areas (if any) specifically provided therefor;

12.7 smoke, or consume any alcohol except in designated areas.

13. Corporation to keep Common Property in Good Repair

13.1 The Corporation must keep the Common Property tidy and in a state of good and serviceable repair.

13.2 The Corporation shall maintain any landscaping which forms a portion of the Common Property in good health and condition including the replacement of any vegetation which dies or becomes seriously diseased.

14. Disposal of Garbage

14.1 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; and

14.2 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.

15. Insurance

15.1 The Corporation shall ensure that there is one (1) Policy of Insurance for all Community Corporations within the Primary Community Parcel.

Such Policy of Insurance shall be in accordance with Division 2 of Part 10 of the Community Titles Act, and the Corporation will ensure that the Policy of Insurance is administered by the manager appointed pursuant to By-Laws 2.3 and 2.4 above.

The manager will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the Lot Owners to enable payment of the premium for the Policy of Insurance.

15.2 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.

The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as 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.

15.3 Each Lotholder shall carry and maintain their own insurance over all buildings and improvements on their Lot.

The Policy of Insurance to be carried and maintained by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirements being that such a policy of insurance shall give cover against risks that a normally prudent person would insure against, shall be for the full costs from time to time of replacing the buildings and improvements on the Lot and shall cover incidental costs such as demolition, site clearance and architect's fees, In the event of a claim, any excess or shortfall resulting from underinsurance shall be met by the Lotholder.

15.4 Proof of coverage by way of a copy of the Lotholder's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

16. **Indemnity and Release**

A person bound by these by-laws shall:

16.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses 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 on 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;

16.2 Occupy and use and keep the Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by the 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.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

17. 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.

18. Permits

18.1 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;

18.2 The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel;

18.3 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;

18.4 The Corporation may grant a permit either for a term of up to twelve (12) months and/or for an identified activity or schedule of activities as it thinks appropriate;

18.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws;

18.6 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;

18.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

19. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum prescribed under the Act.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

20. 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.

21. 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.

22. 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.

23. ' Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if left on the Lot addressed to the Lotholder or if addressed to the Lotholder at the last known address of the Lotholder and forwarded by pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

0^^y. **LF 10021649**

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1?262JW-2004

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE **REGISTRAR-GENERAL**

BELOW THIS LINE FOR AGENT USE ONLY

SERIES NO.	PREFIX
	LF

AGENT CODE

Lodged by: O A^ ^r^^/,/^^.
Correction to: 9 T ^- ,`^ Vv14 "1

BELOW THIS LINE FOR OFFICE USE ONLY

Date:	Time:
FEES	
R.G.O.	POSTAGE
q8. co	

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO **BE FILLED IN BY PERSON LODGING)**

.....
.....
.....
.....
Assessor

PICK-UP NO.	" ()]ar9
CP	at gg6
DEV. NO.	Oao " G cS 5 ^^

Lands Titl 16:46 07/07/04 184325
REGISTRATION FEE $98.00

CORRECTION **PASSED**

FILED 29 JUL 2004
pro REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING **ITEM(S)** TO THE **UNDERMENTIONED AGENT(S)**

ITEM	AGENT CODE

© CORPORATE FORMS PTY LTD (May 2000) Lic No.1

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Norman Waterhouse Lawyers

Level 15
45 Pirie Street Adelaide

GPO Box 639 Adelaide
South Australia 5001

Telephone +61 8 8210 1200
Facsimile +61 8 8210 1234
www.normans.com.au
DX 397 Adelaide

BY HAND
Ref 0240243**1NIRW0361746.doc**

27 July 2004

Ms Jenny Cottnam
Land Titles Office
101 Grenfell Street
ADELAIDE SA 5000

Dear Jenny

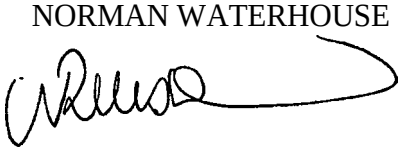
CP 21998 - Scheme Description

I refer to our previous discussions in relation to this matter.

I confirm that the Scheme Description has been prepared to be consistent with the primary Scheme Description but in doing so, the defined Common Property is incorrect. The Common Property at Secondary level does not include the external walls of the buildings, driveway areas, pedestrian access and landscaping, these are all primary Common property. The Common Property at Secondary level comprises Service Infrastructure.

I trust this information is sufficient for your purposes.

Yours faithfully
NORMAN WATERHOUSE



Natalie Westover
REGISTERED CONVEYANCER
Direct Line: (08) 8210 1213 or 0413 055 169
e-mail: nwestover@normans.com.au

ISO 9002 Quality Certified

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aSia
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Colombo • **Dubai** • **Hong** Kong
Jakarta • Kuala Lumpur
Manila • Melbourne • Mumbai
New Delhi • Perth • **Singapore**
Sydney • Tianjin

TERMS OF INSTRUMENT
NOT CHECKED **BY**
LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

SCHEME DESCRIPTION

COMMUNITY PLAN NO. 21998

SOUTHCOTT
BETWEEN ELY PLACE AND GILLES, CARDWELL AND HALIFAX STREETS, ADELAIDE

240243/NRW0055

TERMS OF INSTRUMENT
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LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

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10

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LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

COMMUNITY SCHEME DESCRIPTION

COMMUNITY PLAN NO. 21998

This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the Community Titles Act and Regulations.

1. **DEFINITIONS**

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

"Act" means the Community Titles Act 1996 as amended;

"Common Property" means the Common Property created by the Community Plan;.

"Corporation" means Community Corporation Number 21998 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Community Plan" means Community Corporation Plan No. 21998;

"Council" means the Corporation of the City of Adelaide;

"Developer" means Southcott Pty Ltd ACN 007 870 662;

"Lot" means a Community Lot comprised in the Community Plan;

"Primary Lot 202" means Lot 202 in the Primary Plan;

"Primary Plan" means Community Plan No. 21996;

"Primary Community Corporation" means Community Corporation No. 21996 Inc.

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;

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LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

1.3 the singular includes the plural and vice versa;

1.4 the word "person" includes a firm, a body corporate, an association or an authority;

1.5 words of any gender include every gender;

1.6 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;

1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;

1.8 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY

2.1 The Community Parcel and the Lots and Common Property into which the parcel is to be divided is identified as Lot 202 in the Primary Plan being portion of the land comprised in Certificates of Title Register Book Volume 5498 Folios 361, 362, 363 and portion of Folios 366, 367 and 370 ("the Land").

2.2 The Community Plan is a secondary plan being the division of a lot into twelve (12) secondary community lots and Common Property.

3. PURPOSES FOR WHICH THE LOTS MAY BE USED

The Lots are to be used for residential purposes, and for associated car parking and storage.

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 Paragraphs 5 and 6.

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 Lots or Common Property, shall be located, designed

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

5. DEVELOPMENT OF LOTS

5.1 The Developer intends to construct one (1) three storey dwelling on each Lot for residential use, in accordance with the development approvals granted by the relevant planning authority, subject to such amendments as agreed by the -relevant planning authority.

5.2 The Developer intends to complete the development works referred to in Paragraph 5.1 within twenty four (24) months of the deposit of the Community Plan.

6. DEVELOPMENT OF THE COMMON PROPERTY

6.1 It is intended that the Common Property will be comprised of:

6.1.1 the external structures of the buildings constructed on the Community Parcel;

6.1.2 driveway areas and pedestrian access areas for the access to the Lots;

landscaping; and

service infrastructure.

The Developer intends to construct the improvements" referred to in Paragraph 6.1. on the Common Property. Any such construction shall be in accordance with the relevant development approvals granted by the relevant planning authority, subject to such amendments as agreed by the -relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.

6.3 The standard of the work to be performed and the materials to be used on the Common Property will be a fair average standard or such higher standard as the Developer, in its absolute discretion, may determine.

7. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993

The division of the Community Parcel and the construction of the dwellings on the Lots are' subject to conditions imposed by the relevant planning authority pursuant to Development Approval Number 020IC508/03.

240243MRW0055

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

8. OTHER IMPORTANT FEATURES OF THE SCHEME

8.1 Primary Common Property in the Primary Plan marked "Private Road C (Common Property)" which runs east west between Lots 201 and 202 is for the exclusive use of the owners and/or occupiers of the Lots following division of Primary Lot 202 and the owners and/or occupiers of Primary Lot 201 for access purposes.

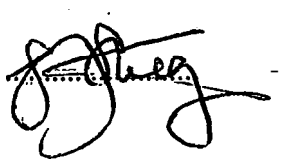
8.2 Notwithstanding any exclusive access rights created above, all Common Property shall be accessible by emergency and general maintenance services for the benefit of the Primary Community Corporation.

9. OTHER INFORMATION REQUIRED BY THE REGULATIONS

No other information is required by the regulations.

EXECUTED by **SOUTHCOTT PTY _ •)**
LTD in accordance with its Constitution)
in the presence of:)

.....S:r.:-►-e. . ..':..... Director



- -- .. . r/Secretary

240243/NRW0055

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY 'S

The Corporation of the City of Adelaide hereby endorses this scheme description in accordance with Section 3(11) of the Community Titles Act 1996 and confirms that:

1. ' All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title Land Division of the land into twelve (12) Community Lots and Common Property.

2. However, this endorsement does not limit the Council's (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or any other authorisations still required.

3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community lot and other forms of development (as defined in the Development Act 1993) that have not to date received all the required consents. Similarly, other forms of development (as defined in the Development Act, 1993) that have not been discussed in the scheme description will require an application to be- lodged with the relevant planning authority for the necessary consents.

SIGNED

Principal Planner Adaye,. _.Mvb}¢te-_
As delegate of the Corporation of the City of Adelaide

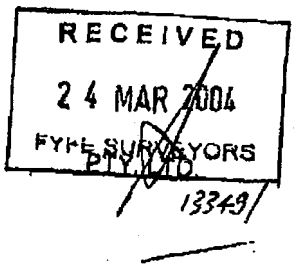
WITNESS

.....

Date:.....Z©G.....

240243/NRW0055 Stage 1 A

AP ELAIDE
TY-COUNCIL



Adelaide Crty Council
AON 20 903 762 577
Customer Centre
25 Piste Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 500I

Tel 08 8203 7203
Fax 08 8203 7575
Email ctty©adelaidetitycouncil.com

Enquiries: **Adam Ncwband 8203 7521**
Reference: **2001/07317**

17 March 2004

1K1NSMLN LTD
C/- Fyfe Surveyors P/L
PO BOX 114
KENT TOWN SA 5071

Dear KINSMEN LTD,

Development Application:	**CO/12/2003**
Proposed Development	**Community Tide - create 12 tides from 1(amended plan — 2 additionals lots and variation to condition 3)**
Location of Proposed Development	**262-280 Gilles Street, Adelaide SA 5000**

Pevelopment Approval

Please find enclosed a Decision Notification Form *in* respect *to* the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this approvaL

T advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court; against any conditions which have been imposed on this approval. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resoutces and Developsmont Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide 5000 (Postal Address, GPO Box 2465, Adelaide 5001).

Please be advised that this approval will lapse twelve months after *the* operative date of the decision if the applicant has not commenced the approved development by way of substantial work on the site. In addition, the development must be substantially or fully completed within 3 years of the date of the approval.

Should you require **any** further information or **assistance, do not hesitate to contact me.**

Yours faithfully

Adam Newband
Planner — Development Assessment

,t.

ADE '.L A 'I D E CITY COUNCIL

DECISION NOTIFICATION FORM

APPLICATION DATED: 16-Jun-2003 APPLICATION RF.G1.,RF.D ON: 16-Jun-2003	FI[L RE1 7BRLNCL: 2001/07317 *CONTACT* OFFICER Adam *Na* whand 0203 7521

Development Application:	**CO/ 12/2003 (amended plan)**
Applicant	**K1'NSMPN LTD**
Nature of Development	**Community Tide - create 12 titles from I (amended plan – 2 additionals. lots and variation to condition 3)**
Location:	**262-280 Gillen Street, Adelaide SA 5000**

In respect of this proposed development you are informed that

Provisional Development Plan Consent	**Granted**	**17 March 2004**	**5**
Community Title Consent	**Granted**	**17 March 2004**	**Nil**
Development Approval	**Granted**	**17 March 2004**	**5**

Rrnaon for this decision, any conditions imposed, and the reasons for imposing those eouditivns are vet out on the attached shcct.

No work can commence on this dcvdopmcot unless a Development Approval has been obtained. If one or more consents have been granted on this Notificantm Perm, you must not slam any site works or building works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **17 March 2004**

Signed...e!... ..... ^! ^.....

Data _.I.B zG _. .

[ ] **Development Assessment Commission or delegate**

[✓] **Council Chief Executive Officer oc delegate**

[ ] **Private Certifier**

[.3] **Sheets Attached**

ADELAIDE CITY COUNCIL

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Development Application:	**CO/12/2003 (amended plan -2 additionais lots and vatiation to condition 3)**
Applicant	**KINSMEN LTD**
Location:	**262-280 Gilles Street,. Adelaide SA** 5000

t. The development granted Development Approval shall be undertaken in accordance with the plans/amended plans and details submitted to. the satisfaction of Council except *where* varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the amended details

2. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met (SA Water 10/03 Water/Sewer).

Reason: To satisfy the requirements of the Development Assessment Commission.

3. Payment of $3660 shall be made *into the* Planning and Development Fund (2 allotments @ $1830 per allotment). Cheques *to* be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made *at* Level *5,136 North* terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the Internet *at* www.planning.sa.gov.au

Reason: To satisfy the requirements of the Development Assessment Commission.

4. The necessary easements shall be granted to *the* SA Water Corporation free of cost.

Reason: To satisfy the requirements of the Development Assessment Commission.

Two copies of a certified survey plan shall be lodged with the Development Assessment Commission for Certificate purposes.

Reasons: To satisfy the requirements of the Development Assessment Commission.

ADELAIDE CITY COUNCIL

ADVISORY NOTES

Development Application:	CO/12/2003' ***(amended*** **plan — *2* additionals lots and variation to condition 3)**
Applicant	**KINSMEN LTD**
Location:	262-280 Gilles Street, Adelaide SA 5000

The following matters are not conditions of the decision but require your further attention:

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting thr Rama; and Valuation Section on 8203 7420 or 8203 7426.

Cornmencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332

Certificate of Tide

Information from the Lands Tides Office has revealed that the subject land is contained in Certificates of Title Volume 5498 Folios 361, 362 and 363 and portion of Certificates of Title Volume 5498 Folios 366, 367 and 370 the Registered Proptietor'being SOUTHCOTT PTY. LTD.

Certificates of Tide Volume 5498 Folios 361, 362 and 363 are subject to and together with rights of way over the 3.05 metre wide private road off Cardwell Street

It is the intention of the Primary Community Plan DA 020/CO36/02 to merge **and** extinguish the existing rights of way.

Access to **the proposed** lots is to be over the private **road being** created **simultaneously** with the subject Lot 202.

Data and endorsements as shown on CO/0012/03 are *subject* to certified survey and acceptance by the Registrar General for deposit in the Lands Titles Office.

Public Utilities

The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be. required are to be at the applicant 's expense.

Land Division (Section 51) Certificate

I advise that Council's requirements have been satisfied and to this end, Council has no objection to the issuing of Land Division Certificate.

Expiration Time of Approval (Land Division)

Pursuant to the provisions of Regulation 48 of *the* Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless an application for a certificate under Section *51 of the* Act has been'lodged with the Development Assessment Commission within such period in which case the consent / approval will lapse at the expiration of 3 years.

Servicing Arrangements

SA Water Corporation further advise that the developer should inform potential purchasers of the community lots in regards to the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at FULL cost to the owner/applicant.

)

Certificate of Insurance

ABN 29 008 096 277

Eufemia Southon
Community Corporation 21996 Inc
C/- Whittles Strata Management Pty Ltd
PO Box 309
KENT TOWN SA 5071

Date: 18.03.2024
Invoice No: I4504844

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Strata/Community Corporation -

Insurer CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000

Period 30.04.2024 to 30.04.2025

Policy No. CAH0008034

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate.
If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 21996 Inc
Strata/Community Corporation -

COMMUNITY ASSOCIATION INSURANCE PLAN

INSURED:
Community Corporation 21996 Inc- Primary Corporation
Community Corporation 21997 Inc- 24-31 Ely Place Adel
Community Corporation 21998 Inc- 43-325 Southcott Walk Ade
Community Corporation 23415 Inc- 55-64 Southcott Walk Adel
Community Corporation 23480 Inc- 14-23 Light Walk, Adel
Community Corporation 21999 Inc- 44-52 Gilles St, Adel
Community Corporation 24369 Inc- Lot 1-13 Halifax St Adel

SITUATION:
262-274 Gilles Street, ADELAIDE SA 5000

UNDERWRITTEN BY :QBE Insurance (Australia) Limited
ADDRESS :82 Pitt Street
SYDNEY NSW 2000
ABN :78 003 191 035

INTERESTED PARTIES:
Not Applicable

POLICY (1)	COMMUNITY PROPERTY	$ 671,105
	COMMUNITY INCOME	$ 100,665
	COMMON AREA CONTENTS	Not Selected
	Excess 5 Any event of any kind $300	
POLICY (2)	PUBLIC OR LEGAL LIABILITY	$ 20,000,000
POLICY (3)	VOLUNTARY WORKERS	$ 200,000/2,000
POLICY (4)	WORKERS COMPENSATION (NSW,ACT,WA & TAS ONLY)	Not Selected
POLICY (5)	FIDELITY GUARANTEE	$ 100,000
POLICY (6)	OFFICE BEARER'S LEGAL LIABILITY	$ 500,000
POLICY (7)	MACHINERY BREAKDOWN	Not Selected
POLICY (8)	CATASTROPHE (COMMUNITY ASSOCIATION)	Not Selected
	Extended Cover - Community Income/Temp Accommodation/Storage	Not Selected
POLICY (9)	Government Audit Costs	$ 25,000
	Appeal Expenses - common property health and safety breaches	$ 100,000
	Legal Defence Expenses	$ 50,000
	FLOOD	Selected
	Excess Flood Excess $300	

MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

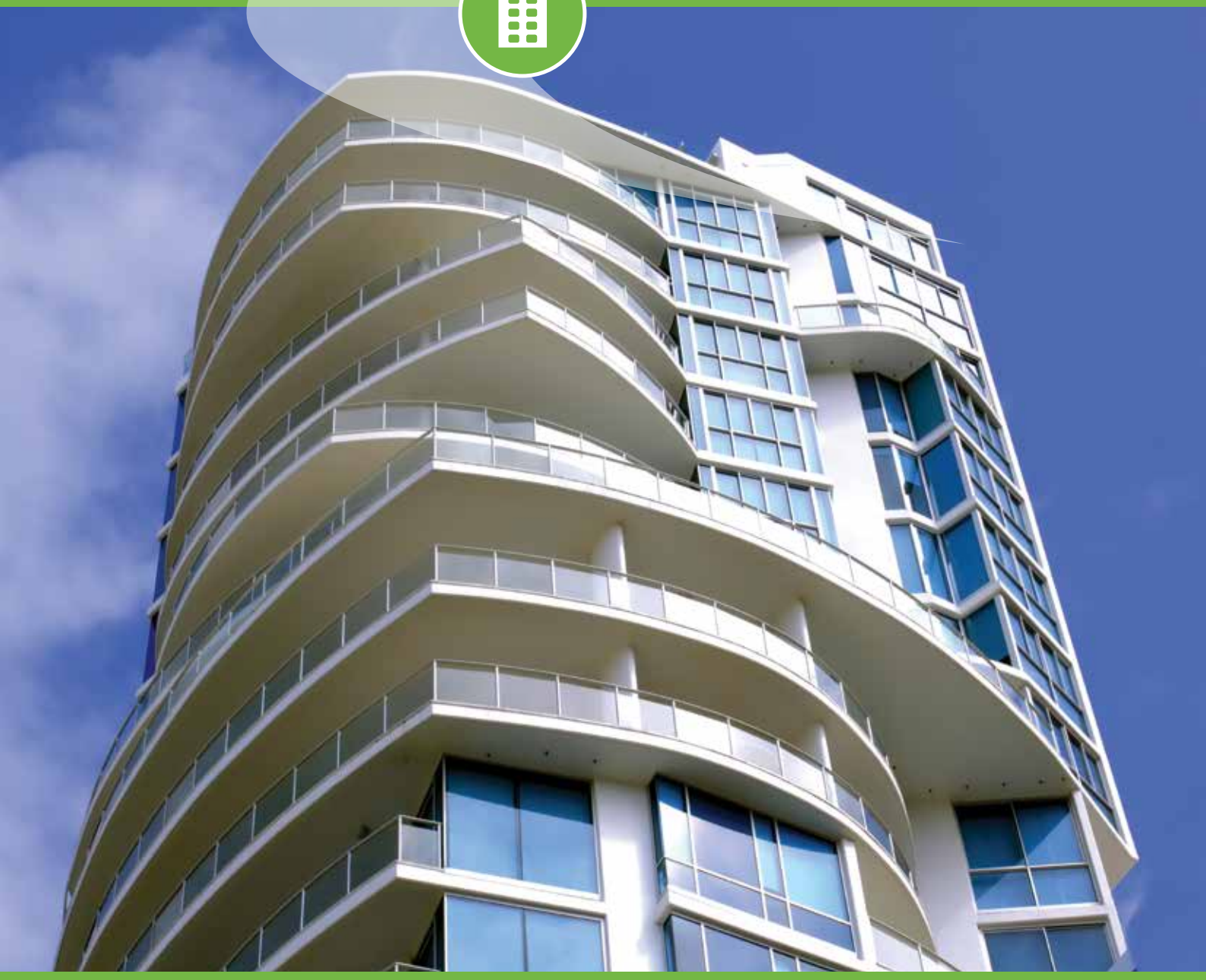
Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

Exclusion 1a does not apply

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

Residential Strata
Insurance Plan



CHU

Product Disclosure Statement
and Policy Wording

Residential Strata
Insurance Plan

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Date of preparation: 19 April 2021

Date effective: 1 May 2021

QM562-0521



Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different excess payments that can apply. The below tables show a summary of any of these limits and excesses.
This summary does not include all details of the limits that apply and you must refer to each limit or excess individually for the full details.

Sub-limit ($) table

POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Insured Property	**Emergency and temporary protection costs** Reasonable cost of temporary protection and safety or emergency repairs to avoid further losses	No more than $7,500
Policy 1 – Insured Property	**Unauthorised use of gas, water and similar charges** The cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water you are required to pay following damage to your insured property admitted under Policy 1	Up to $2,000 in any one Period of Insurance
Policy 1 – Insured Property	**Special Benefits, (1)e. Cost of reletting** When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose	Up to $1,500 per Lot/Unit or Common Area
Policy 1 – Insured Property	**Special Benefits, (1)f. Meeting room hire** 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	Up to $5,000 for the cost of hiring temporary meeting room facilities
Policy 1 – Insured Property	**Special Benefits, (1)g. Lot Owners contributions and fees** You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property	Up to $2,000 per Lot/Unit, for contributions, levies, maintenance and other fees
Policy 1 – Insured Property	**Special Benefits, (1)i. Lot Owners travel costs** For reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers	Up to $250 per Lot/ Unit for reasonable travel costs
Policy 1 – Insured Property	**Special Benefits 2. Emergency accommodation** The reasonable cost of emergency accommodation You necessarily incur if Your Lot/ Unit is made unfit to be occupied for its intended purpose	Up to $2,500 per Lot/Unit for the reasonable cost of emergency accommodation
Policy 1 – Insured Property	**Special Benefits 3. Alternations/additions** When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance	Up to $250,000 for Damage to such alterations, additions or renovations
Policy 1 – Insured Property	**Special Benefits 6. Electricity, gas, water and similar charges – unauthorised use** In 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	Up to $2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water
Policy 1 – Insured Property	**Special Benefits 7. Fusion of Motors** Replacing an electric motor forming part of Your Insured Property damaged by Fusion	Up to $5,000 for the cost of repairing or replacing an electric motor
Policy 1 – Insured Property	**Special Benefits 8. Environmental improvements** For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to $20,000 for the cost of additional environmental improvements
Policy 1 – Insured Property	**Special Benefits 9. Exploratory costs, Replacement of defective parts** • repairing or replacing the defective part or parts of such tanks, apparatus or pipes • rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid	• to a limit of $1,000 • to a limit of $1,000
Policy 1 – Insured Property	**Special Benefits 11. Funeral Expenses** For funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property	Up to $5,000 per Lot/Unit
Policy 8 – Catastrophe	**Special Benefits** Total amount payable under Policy 8 for Special Benefits 1 to 4	a. Temporary accommodation/rent: 15% b. Escalation in costs: 5% c. Removal storage and cost of evacuation: 5%
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	**Additional Benefit 1. Record Keeping Audit** Professional Fees you reasonably incur with Our written consent, which we will not unreasonably with withheld in connection with a Record Keeping Audit.	Up to $1,000 in any one Period of Insurance for Professional Fees

Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
Policy 1 – Insured Property	**Special Benefit 1b – Rent** The cost necessarily incurred to abate the Rent of Your Tenant	Not exceeding a maximum of three (3) months
Policy 1 – Insured Property	**Special Benefits, (1)c. Disease, murder and suicide** If You are not permitted to occupy Your Lot/Unit or Common Area 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, except for communicable disease; • murder or suicide; occurring at Your Situation.	Not exceeding a maximum of thirty (30) days
Policy 1 – Insured Property	**Special Benefits, (1)d. Failure of supply services** If Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1	Provided the failure of services extends for more than forty eight (48) 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
Policy 7 – Machinery Breakdown	**Special Benefit** Where your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose	Breakdown of plant and equipment must extend for more than seven (7) days Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of thirty (30) days and up to a maximum of twenty percent (20%) of the amount shown in the Schedule

Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	**Additional Excess** This excess applies to each and every Claim made under Policy 9 Part C	$1,000



Product Disclosure Statement (PDS)

This PDS was prepared on 19 April 2021.

Important Information and Notices

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

We may need to update information in this PDS. If We need to do this, We will either send You a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited (ABN 78 003 191 035 AFSL 239545) (QBE) of Level 5, 2 Park Street Sydney. QBE Insurance (Australia) Limited is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE).

We have authorised the information contained in this PDS.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is a specialist strata and community title insurance intermediary and holds an Australian Financial Services licence (AFS Licence No: 243261) to issue and advise on general insurance products.

CHU is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (SGL).

Authority to act on Our behalf

We have given CHU a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to CHU. The contact details for CHU are shown on the back cover of this document.

Under the terms of this binding authority CHU acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

For more information or to make a claim

Please contact CHU to make a claim. They also have an After Hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims section at the end of this booklet sets out the full details of what You need to do in the event of a claim.

Your duty of disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the *Insurance Contracts Act 1984* to tell Us anything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer;
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may in accordance with the law cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

Claims made and Notified Insurance

Policy 6 – Office Bearers' Legal Liability and Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a claims made and notified basis. This means that this Policy only covers claims first made against You during the period this Policy is in force and notified to the Insurer as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where You gave notice in writing to the Insurer of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Privacy

In this Privacy Notice, the use of 'We', 'Our' or 'Us' means QBE and CHU unless specified otherwise.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit qbe.com.au/privacy

or contact QBE Customer Care. You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's / Steadfast's Privacy Officer on +61 2 9307 6656 or by writing to

PO Box A2016, Sydney South NSW 1235 or email privacyofficer@steadfastagencies.com.au.

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 8. 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 (see Policies 1 to 10);
  - what Excesses You may have to pay;
  - when You are not insured (see General exclusions and other exclusions under Policies 1 to 10);
  - what You and We need to do in relation to claims;
  - Yours and Our cancellation rights.
- the relevant quote/ proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Policy is provided only if specified as applicable in the Schedule.

Policy 1 – Insured Property for Damage to Your Insured Property (Building and Common Area Contents)

We insure You up to the Sum Insured shown in the Schedule for Policy 1 for Damage to Your Insured Property (Building and Common Area Contents that occurs during the Period of Insurance not otherwise excluded in the Policy.

If Your Sum insured is not exhausted, We will also pay for the costs or fees incurred as a result of damage to Your Insured Property under Policy 1. Details of the costs and fees We pay are set out under the heading 'Additional Benefits' in Policy 1 of the Policy.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 1. The combined total amount We will pay under Special Benefits arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

Policy 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Policy 2 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

We also pay the costs of defending a claim in connection with a claim under this Policy.

Policy 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Policy 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

Policy 4 – Workers Compensation

If Your Insured Property is situated in Australian Capital Territory, Tasmania or Western Australia, and You select Workers Compensation cover We will insure You for all amounts You become legally liable to pay to Your employees under the Workers Compensation Legislation in the State or Territory in which Your Insured Property is situated.

The cover under Policy 4 does not include claim preparation, costs and fees.

Policy 5 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Policy 5 for the fraudulent misappropriation of Your funds committed during the Period of Insurance.

Policy 6 – Office Bearers' Legal Liability

We will respond to any claim first made against an Office Bearer in respect of legal liability for any claim made against them.

The amount payable in respect of all Claims under Policy 6 will not exceed the Limit of Liability shown on the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Policy 7 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 7 against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 7.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 7. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 7.

Policy 8 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 8 for any increase in the Replacement cost of Your Insured Property following a loss which occurs during the Period of Insurance:

a. due to the happening of an Event for which the Insurance Council of Australia issues a catastrophe code or other Event which occurs no later than sixty (60) days after the Catastrophe; and

b. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.



Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Policy 9 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Policy 10 – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and Improvements in their Lot/Unit provided that the Sum Insured under Policy 1 is exhausted. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Policy 1.

Important information you should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

For example, 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:

a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;

b. the actual or alleged use or presence of asbestos;

c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when you renew Your insurance if You do not pay the amount by the due date your Policy may be cancelled and We will write to let you know when this will happen.
4. When renewing Your insurance with Us, You have a duty of disclosure under the *Insurance Contracts Act 1984*. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

The cost of this insurance

The amount that We charge You for this insurance when You first acquire the Policy and when You renew the Policy is called the Premium. In order to calculate Your Premium, We take various factors into consideration, including, but not limited to:

- the Sum(s) Insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes such as Stamp Duty, GST, any Fire Service Levy (where applicable).

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 in the Schedule.

Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of the Policy include:

Administration Fee

An administration fee is payable by You for each policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any administration fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation. For more information on the administration fee please refer to the CHU Financial Services Guide or contact CHU directly.

Refund of Premium

You may cancel the Policy at any time. If You choose to cancel the Policy We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no event has occurred where liability arises under the Policy.

Commissions

SGL or CHU may receive a commission payment from Us when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or CHU directly.

Confirming transactions

You may contact CHU in either writing, email or by phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

Receiving Your Policy documents

You may choose to receive Your Policy documents:

a. electronically, including but not limited to email; or

b. by post.

If You tell CHU to send Your Policy documents electronically, CHU will send them to the email address that You have provided. This will

continue until You tell CHU otherwise or until CHU advises that this method is no longer suitable. Each electronic communication will be deemed to be received by You twenty-four (24) hours after it leaves CHU's information system. If You do not tell CHU to send Your Policy documents electronically, the Policy documents will be sent to the mailing address that You have provided.

You are responsible for ensuring that the email and mailing address that CHU has is up to date. Please contact CHU to change Your email or mailing address.

How to make a claim

Please contact CHU to make a claim. They also have an After Hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise them as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, You will allow Us or our appointed representative to inspect Your Insured Property and take possession of any damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the damage or loss and prevent further loss or damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where practical and reasonable not dispose of any damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

Cooling-off information

If You want to return Your Policy after Your decision to buy it, You may cancel it and receive a full refund. To do this We must receive Your request either in writing or via email within twenty-one (21) days of You receiving the Schedule.

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. Please see General Conditions.

Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice. The aims of this Code are fully supported by CHU.

The Code aims to:

a. commit Us to high standards of service;

b. promote better, more informed relations between Us and You;

c. maintain and promote trust and confidence in the general insurance industry;

d. provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You;

e. promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from CHU or from www.codeofpractice.com.au.

Resolving Complaints and Disputes

At QBE and CHU, we are committed to providing You with quality products and delivering the highest level of service. QBE and CHU also do everything we can to safeguard Your privacy and the confidentiality of Your personal information.

Something not right?

QBE and CHU know sometimes there might be something You are not totally happy about, whether it be about our staff, representatives, products, services or how we've handled Your personal information.

Step 1 – Talk to CHU

If Your complaint relates to a claims decision or CHU service provider, please initially contact the CHU Claims Handler who is handling the Claim. If Your complaint relates to an underwriting decision (or anything else), please contact the CHU representative who originally assisted You. When You make Your complaint please provide as much information as possible. CHU are ready to help You resolve your issue, aiming to resolve all complaints within fifteen (15) business days.

Step 2 – Escalate Your complaint

If CHU haven't responded to Your complaint within fifteen (15) days, or if You're not happy with how CHU tried to resolve it, You can ask for Your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist. The Dispute Resolution Specialist will provide CHU's final decision within fifteen (15) business days of Your complaint being escalated, unless You have agreed to CHU's request to be given more time.

Step 3 – Still not resolved?

If You're not happy with the final decision, or if CHU have taken more than forty-five (45) days to respond to You from the date You first made Your complaint, You can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to You. CHU is bound by AFCA decisions - but You're not. You can contact AFCA directly and they'll advise You if Your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If Your dispute doesn't fall within the AFCA Rules, or You are not satisfied with CHU's decision then You may wish to seek independent legal advice.



Privacy complaints

If You are not satisfied with CHU's final decision and it relates to Your privacy or how CHU has handled Your personal information, You can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays) Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	• complaints@qbe.com, to make a complaint • privacy@qbe.com, to contact Us about privacy or Your personal information • customercare@qbe.com, to give feedback or pay a compliment
Post	Customer Care, GPO Box 219, Parramatta NSW 2124
How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the Complaint Handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

Contact CHU

Phone: 1300 361 263

Email: info@chu.com.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria. More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone: 1300 558 849 (Phone calls from mobiles, public telephones or hotel rooms may attract additional charges).

Online: www.fcs.gov.au

Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

You should also advise CHU of any changes in the details of the information You have given us, otherwise Your insurance may not be sufficient. Changes might include alterations to Your Insured Property.

Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your Claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

a. the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by CHU;

b. the Sum Insured and other limits of insurance cover shown in 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.

Policy Wording

Our Agreement

The agreement between You and Us consists of:

a. the PDS and Policy Wording;

b. the Schedule; and

c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim You make under this Policy;
- General conditions, which set out Your responsibilities under this Policy;
- Claims conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You're claiming under, less any Excess.

General Definitions

The words listed below have been given a specific meaning in this Policy Wording and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Polices. These words will be defined in those Policies.

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.

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit. Where the Stata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Communicable Disease

means:

a. Rabies;

b. Cholera;

c. Highly Pathogenic Avian Influenza;

d. Any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);

e. Any disease determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the *Biosecurity Act 2015* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation. A reference to Listed Human Disease shall have the meaning found in any replacement definition, in any amendment, re-enactment or successor legislation.

Computer System

means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

Cyber Incident

means:

a. Unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;

b. Malware or Similar Mechanism;

c. Programming or operator error, whether by the insured or any other person or persons;

d. Any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

Damage, Damaged

means any partial or total accidental physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by this Policy.



Earth Movement
means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

Electronic Data
means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/or processing by electronic, and/or electromechanical data processing and/or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of data and/or the direction and/or manipulation of such equipment.

Endorsement
means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

Erosion
means being worn or washed away by water, ice or wind.

Event, Events
means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage or series of Damage happening from that one Event, that is claimable under this Policy.

Excess
means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Floating Floors
means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting 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 which 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. We will take reasonable steps in determining the indemnity value and will provide You with details of Our calculation if requested by You.

Insured Property

a. Building:

means building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

i. outbuildings;
ii. fixtures and structural improvements, gates and fences;
iii. in-ground swimming pools and spas;
iv. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
v. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
vi. underground and overhead services;
vii Stratum Lot or Volumetric Lot;

that You own or have legal responsibility for at, in or adjacent to Your Situation

b. Common Area Contents: means:

i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;
iii. carpets (whether fixed or unfixed), floor rugs;
iv. swimming pools or spas that are not in-ground;
v. swimming pool or spa 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;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Policy 1 – Insured Property;
- 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 Special Benefit 13 – Landscaping of Policy 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/Unit (if Your Situation is in Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that 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.

Limit of Liability
means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Policy 2 – Liability to Others and Policy 6 – Office Bearers' Legal Liability.

Lot/Unit
means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

Lot Owner
means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

Lot Owners' Contents
means (but not so as to limit the generality thereof):

- **a.** built-in or 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, and floor rugs.

Malware or Similar Mechanism
means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to a virus, trojan horse, worm, logic bomb or denial of service attack.

Members
means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated. Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners' or Shareholders' interest or liability as an owner and/or occupier of a Lot/Unit is not included.

Period of Insurance
means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

Policy
means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Premium
means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST) as applicable.

Rainwater
means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land

Rent
means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement
means:

- **a.** the reasonable cost of rebuilding, replacing or repairing 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 alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements, but does not include:
  - i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
  - ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed.

Schedule
means the most recent current attachment to the Policy that specifies the Situation, those Policies and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

- **a.** the Policy Schedule;
- **b.** the renewal notice You have paid;
- **c.** the Endorsement(s) sent to You.

Senior Counsel
means a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior courts in Australia or New Zealand.

Situation
means the land at the address(es) shown in the Schedule 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 the abnormal rise of the sea caused by storm's winds pushing the ocean surface onshore. Storm Surge does not include predicted astronomical tides.



Strata Legislation
means the respective State Legislation applying where Your Building is situated and includes the following Acts or similar legislation:

- **a.** *Strata Schemes Management Act 2015* (NSW)
- **b.** *Strata Scheme Development Act 2015* (NSW)
- **c.** *Owners Corporation Act 2006* (VIC)
- **d.** *Community Title Act 2001* (ACT)
- **e.** *Strata Titles Act 1998* (TAS)
- **f.** *Body Corporate and Community Management Act 1997* (QLD)
- **g.** *Strata Titles Act 1985* (WA)
- **h.** *Strata Titles Act 1988* (SA)
- **i.** *Unit Titles Scheme Act 2009* (NT)

Stratum or Volumetric Lot
means an area or lot forming part of the Building required to form part of this insurance Policy excluding a Lot /Unit.

Stratum Lot or Volumetric Lot only extends to Policy 1 and Policy 8.

Stratum Lot Owner or Volumetric Lot Owner
means a person, persons or other entity registered as a proprietor or owner of a Stratum Lot or Volumetric Lot in Your Building as named in the Schedule.

Sum Insured
means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for Policy 1 – Insured Property, Policy 3 – Voluntary Workers, Policy 4 – Workers Compensation, Policy 5 – Fidelity Guarantee, Policy 7 – Machinery Breakdown and Policy 8 – Catastrophe Insurance, Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Policy 10 – Lot Owners' Fixtures and Improvements.

Temporary Accommodation
means, as regards to any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have applied immediately prior to the Damage.

Tenant
means any person authorized under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

Tsunami
means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Vehicle, Vehicles
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 and any trailers or other attachments made or intended to be drawn by any of those machines; and
- **b.** which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Voluntary Worker
means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker 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 and Tear
means Damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us, the Insurer
means QBE Insurance (Australia) Limited ABN 78 003 191 035.

You, Your, Yours
means:

- **a. in respect of Policies 1, 8, and 10:**
  the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:
  - i. the interest therein of Members;
  - ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Policy 1 – Insured Property;
  - iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Policy 8 – Catastrophe Insurance.
- **b. in respect of Policy 2 – Liability to Others:**
  the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
  - i. the interest therein of Members;
  - ii. the organisers of recreational activities in respect of item 5 of Policy 2;
  - iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.
- **c. in respect of Policy 3 – Voluntary Workers:**
  a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.
- **d. in respect of Policies 4, 5, 7, and 9:**
  the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.
- **e. in respect of Policy 6 – Office Bearers' Legal Liability:**
  the past, present or future Office Bearers or committee members of the Body Corporate, 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;
  - iii. but does not include a Body Corporate Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

General conditions

These General Conditions apply to all Policies. In addition to these General Conditions, each Policy will be subject to specific conditions.

If any of the General Conditions or specific conditions applicable to each Policy are not met We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Policy or claiming under it must also comply with these conditions.

1. Acts or omissions of Your Body Corporate Manager/Agent

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Body Corporate Manager/Agent while acting on Your behalf.

2. Alteration of risk

In accordance with Your duty of disclosure under the *Insurance Contracts Act 1984*, You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Your Insured Property is changed in such a way as to increase the risk of 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.

3. Cancellation - how Your Policy may be cancelled Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes, administration fees or charges.

Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the *Insurance Contracts Act 1984* (Cth), whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You.

4. Goods and Services Tax – how it affects any payments We make

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 Liability or other Policy limit including GST.
- **b.** registered for GST:
  - i. and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or
  - ii. when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
  - iii. 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.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. 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 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

5. Joint insureds

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, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) 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.

6. Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

With the exception of the Earthquake Excess as shown below, 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.

The Excess You have to pay or contribute to earthquake or seismological disturbance as shown in the Schedule applies for an Event that occurs during any one period of seventy-two (72) consecutive hours.

7. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

- **a.** when We pay a total loss;
- **b.** when We pay the full Sum Insured;



c. to Policy 6 – Office Bearers' Legal Liability

d. to Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;

e. to Special Benefits 6 and 23 of Policy 1 – Insured Property.

8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

a. one and the same act error or omission; or

b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source; will be deemed to be one claim.

11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party:

a. failed to comply with the duty of disclosure; or

b. made a misrepresentation to Us before the Policy was entered into;

this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

i. You were not aware of the failure or misrepresentation;

ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and

iii. the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

12. You must disclose all previous claims

Whether You are entering into a new insurance contract or renewing Your insurance with Us, You have a duty of disclosure under the *Insurance Contracts Act 1984*. When We ask You questions relevant to Our decision to insure You and on what terms, you have a duty to tell us anything that You know and what a reasonable person in the circumstances would know.

If You do not tell Us anything You are required to tell Us, We may cancel Your insurance or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell us is fraudulent, We may reduce or refuse to pay a claim and treat the insurance as if it never existed.

You are asked at the time You take out or renew this insurance to give Us full and correct details concerning any:

a. renewal or insurance policy declined, cancelled or refused, or where any Excess was imposed;

b. claim refused by an insurer;

c. claim made; in relation to You;

because any of these may affect the Premium and extent of insurance.

CHU will notify You in writing of any effect a change may have on Your insurance.

For example We may be entitled to:

i. charge You an applicable additional Premium;

ii. impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;

iii. decline to insure You;

iv. refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history .

General Exclusions

These General Exclusions apply to all Policies. In addition to these General Exclusions, each Policy will be subject to specific Exclusions.

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

any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

2. Asbestos

liability to pay for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged Office Records, under Policy 1.

4. 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.

5. Nuclear

ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

6. War, expropriation

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.

7. Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

8. Communicable diseases

We will not pay for any loss, damage, liability, claim, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, regardless of any other contributing cause or event.

9. Cyber Incident

We will not pay for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed by, resulting from, arising out of or in connection with any Cyber Incident.

Claims Conditions

1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- **a.** take all reasonable steps to reduce the damage and to prevent any further damage;
- **b.** inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property.

2. What You must not do

Whatever the circumstances You must not:

- **a.** admit guilt or fault (except in court or to the Police);
- **b.** offer or negotiate to pay a claim;
- **c.** admit or deny liability;
- **d.** dispose of any damaged items without first seeking Our approval.

If You do then We will reduce our liability to the extent of any prejudice caused by Your acts.

3. How to make a claim

When You make a claim You may reasonably be required to:

- **a.** promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- **b.** provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- **c.** provide written statements under oath if We reasonably require it;
- **d.** be interviewed about the circumstances of the claim;
- **e.** allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- **f.** provide Us as soon as reasonably practicable 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. Claim preparation costs and fees

We will pay up to $30,000 for the reasonable cost of fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 - Claim preparation costs and fees does not apply to Policy 4 - Workers Compensation and Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 - Emergency and temporary protection costs of Policy 1 – Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate damaged Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

7. You must assist Us

Before We will pay anything under this Policy, where reasonable You must:

- **a.** comply with all the requirements of this Policy; and
- **b.** give Us all information and assistance which We reasonably require in relation to the claim and any proceedings.

8. 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.

9. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

10. Other insurance

If at the time any claim arises under this Policy there is any other insurance in force covering the same liability, in part or in full, You must notify Us as soon as practical of full details of such other insurance, including the identity of the insurer(s) and the policy number(s), and such further information as We may reasonably require.

Subject to the *Insurance Contracts Act 1984* (Cth), We reserve the right to seek a contribution from the other insurer(s).



Policy 1 - Insured Property

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Policy 1 in the Schedule against Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When Your Sum Insured under Policy 1 is not otherwise expended We will pay the following incurred as a result of Damage to Your Insured Property that is admitted as a claim under Policy 1 for:

1. Architects' and professional fees, removal of debris

a. the cost of architects' fees, surveyors' fees and other professional fees;

b. the cost of 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 Damage;

c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;

d. the cost of 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.

You necessarily incur in the Replacement of Your Insured Property.

2. Emergency and temporary protection costs

reasonable cost of temporary protection and safety or emergency repairs in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than $7,500 for this Additional Benefit unless You first obtain Our written consent prior to You incurring costs in excess of this amount, which will not unreasonably be withheld .

3. Government fees, contributions or imposts

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.

4. Legal fees

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.

5. Emergency services

Damage to Your Insured Property 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.

6. Lot/Unit Internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and Your Sum Insured under Policy 1 is not otherwise expended in respect of any one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Policy 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

Special Benefits

The following Special Benefits are included in addition to Your Sum Insured for Policy 1.

1. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or

ii. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause a.i. from the time of the Event until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement; and
- under Clause a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or

ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity;

iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause b.i. from the time of the Event until the time Your Lot/Unit 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; and
- under Clause b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- under Clause b. iii, the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three (3) months.

c. Disease, murder and suicide

We will pay for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

if You are not permitted to occupy Your Lot/Unit or Common Area 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, except for Communicable Disease;
- murder or suicide; occurring at Your Situation.

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 for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than forty eight (48) 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.

e. Cost of reletting

When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs up to $1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose by:

i. Damage to Your Insured Property that that is admitted as a claim under Policy 1; and

ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

f. 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 Damage to Your Insured Property that is admitted as a claim under Policy 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

g. Lot Owners' contributions and fees

We will pay, up to $2,000 per Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Policy 1.

h. Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

i removing undamaged Lot Owners' Contents to the nearest place of safe keeping;

ii storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;

iii returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;

iv insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

i. Lot Owners' travel costs

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim

under Policy 1 ,We will pay up to $250 per Lot/ Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent to incur such travel costs which will not unreasonably be withheld.

The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / rent / contributions / storage - a. to i. arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

2. Emergency accommodation

When You occupy Your Lot/Unit for residential purposes We will pay up to $2,500 a Lot/Unit for the reasonable cost of emergency

accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

a. Damage to Your Insured Property that is admitted as a claim under Policy 1; or

b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

3. Alterations/additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will during the construction period pay up to $250,000 for Damage to such alterations, additions or renovations by an Event claimable under Policy 1 – Insured Property 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;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

4. Arson reward

We will pay a total 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 Damage to Your Insured Property is claimable under Policy 1. We will pay the reward to the person or persons providing



such relevant information or in such other manner as We may reasonably decide.

5. Electricity, gas, water and similar charges – excess costs

We will pay up to $2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Policy 1.

6. 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 Your Insured Property without Your consent.

We will not pay unless all practical steps are taken to terminate such unauthorised use as soon as possible after You become aware of it.

7. Fusion of motors

We will pay up to $5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged 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 replacing with 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 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

How We will settle Your Fusion claim

If Your Claim is accepted we will settle your claim reasonably in one of the following ways:

- **a.** repairing the Insured Property;
- **b.** replacing the Insured Property; or
- **c.** paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

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.

8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 and 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 Policy 1, also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- **a.** repairing the area of Your Insured Property Damaged by such exploratory work;
- **b.** repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of $1,000;
- **c.** rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of $1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10. 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.

11. Funeral expenses

When a Lot/Unit is occupied by the Lot Owner We will pay up to $5,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

12. Keys, lock replacement

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;

If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

i. any building forming part of such property;

ii. the premises of a keyholder; or

iii. during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

13. Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 or $100,000, 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 lost or damaged by an Event claimable under Policy 1.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to $5,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to $25,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

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 $25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent 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 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 Sum Insured payable under Policy 1.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Policy 1 while in Your physical or legal control.

18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to $1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Policy 1 and Temporary Accommodation does not allow pets or security dogs.

19. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in accordance with the terms and conditions of Policy 1 when the purchaser has signed an agreement to buy part of or all of such property.

20. Damaged Office 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 which are Damaged by an Event claimable under Policy 1, while anywhere in Australia.

21. Removal, storage costs

We will pay up to $25,000 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 Damage to Your Insured Property that is admitted as a claim under Policy 1.

22. Removal of squatters

We will pay up to $1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees which We will not unreasonably withhold.

23. Title deeds

We will pay up to $5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Policy 1, while anywhere in Australia.

24. 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 that is not claimable under Policy 1.

Exclusions

1. We will not pay for Damage caused by or arising directly or indirectly from:

- **a.** Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;
- **b.** lack of maintenance, rust, oxidation, corrosion, mould, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- **c.** overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However We will pay if the Damage is due to:
  - i. Fusion of electric motors as covered under Special Benefit 7;



ii. lightning;

iii. power surge when such Event is confirmed by the supply authority; or

iv. resulting fire damage;

d. any action of the sea, high water or high tide or tidal wave. However We will pay if the Damage is due to Tsunami;

e. Storm Surge;

f. 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 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;

g. underground (hydrostatic) water; however We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;

h. 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;

i. inherent defect or latent defect

j. vermin, mice, rats, termites, insects, mildew, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 – Insured Property such as fire or glass breakage;

k. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;

l. water in swimming pools, spas or water tanks;

m. 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. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);

o. 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.

2. We will not pay for Damage to:

a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;

b. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1 – Insured Property;

c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;

d. 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 which will not unreasonably be withheld ;

e. 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, which will not unreasonably be withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Policy 1.

3. 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. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;

c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;

d. consequential loss, including but not limited to any:

i. loss of use;

ii. loss of contract;

iii. loss of profit/revenue;

iv. loss of opportunity;

v. loss of goodwill and/or reputational damage; or

vi. special damages;

other than specifically provided under an operative Additional Benefit or Special Benefit.

e. Wear and Tear.

Claims - how We will settle Your claim

1. Rebuilding, replacement or repair

If Your Insured Property is Damaged, and Your claim is accepted, after consultation with you, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Policy 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;

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 which will not unreasonably be withheld, 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 and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:

i reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;

ii not pay in excess of Indemnity Value of Your Insured Property; and

iii seek release from further liability under this Policy.

We will not pay under Policy 1 as part of the cost of Replacement for the cost to:

i. rebuild or replace Your undamaged Insured Property;

ii. rebuild, replace or repair illegal installations.

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 by any Public or Statutory Authority requirement which results in the reduction of the floor space ratio index, We will pay:

a. the difference between:

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

b.

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus

ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or

iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied

4. Land Value

We will pay the difference between Land Value before and after 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. Electronic data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Special Provisions

1. Under Clauses 2., 3. and 4. above, Our liability is limited to the extent to which the Sum Insured for Policy 1 is not otherwise expended.
2. Under Clauses 2. and 4. above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.



Policy 2 – Liability to Others

What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Policy 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- **a.** all legal costs and expenses incurred by Us;
- **b.** reasonable cost of legal representation You necessarily incur with Our written consent which we will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 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;

in addition to the Limit of Liability shown in the Schedule for Policy 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Policy 2 for:

1. Bridges, roadways, kerbing, footpaths, services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2. Car park liability

compensation You become legally responsible to pay for Personal Injury or Property Damage 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.

3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to 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;
- **b.** Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the Service or Services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight (8) metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

8. Wheelchairs, garden equipment, other vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage 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.

9. Court appearance

We will pay compensation of $250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Policy 2.

Exclusions

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.
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 provided under the operative items of Policy 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 Policy 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 provided under the operative items of Policy 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, which We will not unreasonably withhold, to continue 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 ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property 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 which 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:
   a. outside Australia;
   b. which are governed by the laws of a foreign country.

Definitions

The words listed below have been given a specific meaning and apply to Policy 2 when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which 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; which 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 which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

   which happens during the Period of Insurance anywhere in Australia.



Policy 3 – Voluntary Workers

What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

- **a.** whilst voluntarily engaged in work on Your behalf; and
- **b.** caused solely and directly by accidental, external and visible means; and
- **c.** which, independently of any other cause results in the following insured events.

Table of Benefits

Insured event	Benefit
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 up to a maximum of 104 weeks. The maximum benefit per week is:	$2,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$1,000
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding $500 up to a maximum of:	$5,000
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:	$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 up to a maximum of:	$2,500
10. The reasonable cost of burial or cremation of a Voluntary Worker up to maximum of:	$5,000

Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits above:

- **a.** arising out of intentional self-injury or suicide, or any attempted threat;
- **b.** 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;
- **c.** arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- **d.** to children under the age of twelve (12) years;
- **e.** for bodily injury that does not manifest itself within twelve (12) months of sustaining such bodily injury;
- **f.** arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- **g.** which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;
- **h.** which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth);
- **i.** For more than one of insured events 6.a. and 6.b. in respect of the same period of time.
- **j.** Under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Conditions

The following conditions apply:

- **a.** If a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to one hundred percent (100%) of the benefit payable for insured event 1.
- **b.** After the occurrence of any one of the insured events 2 to 5 there will be no further liability under Policy 3 for these insured events in respect of the same Voluntary Worker.
- **c.** In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post- mortem examination carried out at Our expense.

Definitions

The words listed below have been given a specific meaning and apply to Policy 3 when they begin with a capital letter.

Partial Disablement

means partial disablement **which entirely** prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

Total Disablement

means total disablement **which entirely** prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.

Policy 4 – Workers Compensation

The Schedule will show if You are insured for worker's compensation for employees in the state or territory where Your Insured Property is situated.

When You are covered for worker's compensation for employees We will insure You for all amounts You become legally liable to pay to Your employees under the worker's compensation legislation in the state or territory in which Your Insured Property is situated.

Claims Conditions 4 – Claim preparation costs and fees, does not apply to this Policy 4.



Policy 5 – Fidelity Guarantee

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Exclusions

We will not pay for:

1. 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 which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Policy 5;
4. any claims arising out of losses discovered more than twelve (12) months after the expiry of Policy 5, or any renewal thereof.

Definitions

The word listed below has been given a special meaning and applies to Policy 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.

Policy 6 – Office Bearers' Legal Liability

What We insure

If selected and shown in the Schedule, We will subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law,

arising from any Claim:

a. first made against:
   i. You, individually or otherwise; or
   ii. Your Body Corporate Manager/Agent while acting as an Office Bearer; during the Period of Insurance; and b. reported to Us during the Period of Insurance or within thirty (30) days thereafter.

Provided that Claims which do not comply with all of Clause a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Policy 6 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 6 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant's costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Policy 6:

a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;

b. where indemnity has not been confirmed by Us in writing, We will:
   i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
   ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 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 You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period

of Insurance of Policy 6 or under an earlier Office Bearers' Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Policy 6.

Provided always that:

a. We have continuously been the Insurer under an Office Bearers' Legal Liability Insurance Policy 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 Benefit 2 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 6 under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of thirty (30) days following the expiry date of Policy 6 and Your renewal instructions have not been received We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Policy 6.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 6 during the immediate prior Period of Insurance.

Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 6 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;

2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;

3. Claims for death, bodily injury, sickness, disease (including Communicable Disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which 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 Legislation applying where Your 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 were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;

8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;

9. a conflict of duty or interest of Yours;

10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;

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 Benefit 2 – Continuous Cover of Policy 6;



12. Claims first notified to Us after the expiry of Policy 6, except as otherwise provided in Insuring Clause b. of Policy 6;
13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a. ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

Conditions

Defence and 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 could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- **a.** the amount for which the claimants offer to settle the Claim; or
- **b.** the amount assessed by a Senior Counsel, taking into account:
  - i the economics of the matter;
  - ii the damages and costs which are likely to be recovered from the claimants;
  - iii the likely defence costs; and
  - iv your prospects of successfully defending the claim.

If you and we cannot agree on the Senior Counsel, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in your defence costs.

Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- **a.** at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- **b.** at the time You first give written notice to Us:
  - i. having the potential of giving rise to a Claim being made against You;
  - ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

Definitions

The words listed below have been given a specific meaning and apply to Policy 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) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

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 appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- **b.** a Body Corporate 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 the Body Corporate affairs.

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 the Body Corporate; 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 Body Corporate.

Where any such Wrongful Act results in more than one Claim 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.

Policy 7 – Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 7 shown in the Schedule against Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 7 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under Policy 7.

We will pay for the reasonable cost of:

1. the cost of Temporary Accommodation You necessarily incur;
2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an Event claimable under Policy 7 provided the breakdown of plant and equipment extends for more than seven (7) days We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of twenty percent (20%) of the amount shown in the Schedule as applying to Policy 7, and not exceeding a maximum of thirty (30) days following the breakdown of plant and equipment.

Exclusions

We will not pay for:

1. Damage caused by:
   - **a.** Wear and Tear;
   - **b.** chipping, scratching or discolouration of painted, polished or finished surfaces;
   - **c.** the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which 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;
   - **d.** the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
   - **e.** the tightening of loose parts, recalibration or adjustments;
   - **f.** the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
   - **a.** glass 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, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
   - **g.** 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;
   - **h.** plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
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 which 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 - how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying 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 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.

Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Policy 7 when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- **a.** which is covered under Policy 1 – Insured Property; or
- **b.** which is not claimable under Policy 7 – Machinery Breakdown.

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; that forms part of Your Insured Property or its services.

Policy 8 – Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown for Policy 8 in the Schedule, against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. **a.** due to a Catastrophe; or

   b. other Event which occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and

2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for Policy 8.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Policy 8 is limited to the percentages shown hereunder of the Sum Insured for Policy 8 or such other percentage as We may agree in writing.

- **a. Special Benefit 1.** Fifteen percent (15%);
- **b. Special Benefit 2.** Five percent (5%);
- **c. Special Benefit 3.** and **4.** combined Five percent (5%);

1. Temporary Accommodation / Rent - extended period of cover

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit 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 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Policy 1 – Insured Property is expended until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area 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 1.b. of 'What We insure';
- and Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Policy 1 – Insured Property is expended until the time Your Lot/ Unit 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 – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation In The Cost of Temporary Accommodation You necessarily incur if Your Lot/Unit 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 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit 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 Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Policy 1 – Insured Property.

4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incur following an order issued by a Public or Statutory Authority, Body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Policy 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

Claims - how We will settle Your claim

The basis upon which the amount payable as escalation 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 insure'; and



b. the greater of either:

i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Policy 1 – Insured Property immediately prior to the Catastrophe; or

ii. the Sum Insured in force under Policy 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'.

Special Provisions

1. No payment will be made under Policy 8 until such time as the greater amount determined in accordance with the provisions of Clause b. of 'Claims – how We will settle Your claim' 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 Policy 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 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 as a result of Damage to Your Insured Property;
   - **e.** fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair 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 Policy 8 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

Policy 8 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property and except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to Policy 8 when they begin with a capital letter.

Catastrophe

means an Event which 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.

Cost of Evacuation

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.

Escalation in the Cost of Temporary Accommodation

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We insure'; and

b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 9 is issued on a Claims made basis. This means Parts A, B and C of Policy 9 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Policy 9 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within thirty (30) days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

- **a.** any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- **b.** all Claims reported in any one Period of Insurance.

Additional benefit

1. Record Keeping Audit

We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold in connection with a Record Keeping Audit.

Exclusions

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, which We will not unreasonably withhold.
- **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 Policy 9; or
  - iii. 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.** if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to 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.

Conditions

1. We require You to:

- **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 CHU by telephone, in writing or in person;
- **d.** obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.

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.



Part B: Appeal Expenses - common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Policy 9 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or

b. the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

a. 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 Period of Insurance or within thirty (30) days thereafter;

b. more than the Sum Insured for Part B for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

The imposition of an 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.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Policy 9 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

a. in connection with the ownership of Your Common Area and Insured Property;

b. under the *Competition and Consumer Act 2010* (Cth) 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 racial or sexual discrimination Legislation.

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 that Period of Insurance or within thirty (30) days thereafter;

iii. there are reasonable grounds for the defence of any such Claim.

b. more than the Sum Insured for Part C: Legal Defence Expenses for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

Excess

For each and every Claim You must, pay or contribute a minimum amount of $1,000 unless otherwise shown in the Policy Schedule.

Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;

b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;

c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 6 – Office Bearers' Legal Liability or would have been provided Policy 2 – Liability to Others and Policy 6 – Office Bearers' Legal Liability were operative;

d. arising from circumstances that You knew of prior to the inception of this Policy, or 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. which 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 in the Schedule, except as otherwise provided by Condition 4 Continuous Cover;

i. first notified to Us more than thirty (30) days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous Cover.

2. We will not be liable for:

a. the cost of litigation or proceedings initiated by You;

b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

Conditions

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, which We will not unreasonably withhold, at least five (5) 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) 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, which We will not unreasonably withhold, 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, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided always that:

- **a.** We have continuously been the insurer 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 Condition 4 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

5. 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 give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

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 reasonably accept or refuse such nomination and provide You with Our reason for reaching this nomination.

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 possible if You receive an offer to settle a Claim.

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 relevant 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 this Policy. 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.

Definitions

The words listed below have been given a specific meaning and apply to Policy 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, which We will not unreasonably withhold, 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 this Policy.

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.

Claim, Claims
means:

- **a.** a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- **b.** a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- **c.** a criminal proceeding commenced by a summons or charge against 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 which 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.** fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- **c.** 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 which 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 to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Policy 10 - Lot Owners' Fixtures and Improvements

What We insure

If selected and shown in the Schedule and You have exhausted the Sum Insured under Policy 1 - Insured Property We insure You up to the Sum Insured shown for Policy 10 in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Policy 1 and must occur during the Period of Insurance.

Policy 10 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property as they may be expressly varied herein.

Claims - how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under Policy 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;
- **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.

Definition

The word listed below has been a specific meaning and applies to Policy 10 when it begins with a capital letter.

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 Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

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Residential Strata Insurance Plan
Product Disclosure Statement and Policy Wording



Phone: 1300 361 263

Email: info@chu.com.au

www.chu.com.au

102520-05/2021

CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 (AFS Licence No: 243261) is an underwriting agency acting on behalf of the insurer: QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545)

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

06/12/24

BERTRAM FORM ONE SHOP
107 GREENHILL ROAD
UNLEY, SA, 5061

Dear Sir/Madam

RE: Community Corporation 21996 Inc.
262-274 GILLES STREET, ADELAIDE
ABN: 97937743255
Lot: 00202
OWNER: Community Corporation 21998 Inc

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 1551 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $1,396.00 per quarter paid to 14/02/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $1,086.00 per quarter paid to 14/02/25. No 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 06/12/2024. NEXT CONTRIBUTION IS DUE 15/02/2025.

(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 Lot owner.
** Common property water consumption paid by Community Corporation 21996 Inc.

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

Special Levies

No special levies payable.

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	$10,341.18CR
Sinking Fund	$16,742.89CR (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.

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

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



Eufemia Southon
Corporation Manager
eufemia.southon@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 06/12/2024

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 Form One Shop
107 GREENHILL ROAD, UNLEY

Community Corporation 21996 Inc.
262-274 GILLES STREET, ADELAIDE
Lot: 00202
OWNER: Community Corporation 21998 Inc

Eufemia Southon

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.21996 INC
262-274 Gilles Street ADELAIDE SA 5000
1 February 2023 to 31 January 2024
Printed 26/03/24 14:56

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	32,200.00	32,200.00	0.00	25,996.00
TOTAL FUND INCOME	**32,200.00**	**32,200.00**	**0.00**	**25,996.00**
FUND EXPENDITURE				
Common property	0.00	1,000.00	1,000.00	0.00
Electrical	191.40	1,800.00	1,608.60	2,738.17
Grounds	18,305.30	18,365.00	59.70	14,408.76
Insurance renewals	2,325.00	2,070.00	(255.00)	835.00
Legal fees	7,104.20	7,104.00	(0.20)	0.00
Management - Additional services fee	0.00	220.00	220.00	220.00
Management - Agreed Services	2,700.00	2,700.00	0.00	2,570.00
Management - Asset Maintenance Services	108.00	108.00	0.00	108.00
Management - Disbursement Fees	471.90	429.00	(42.90)	409.20
Plumbing	308.00	0.00	(308.00)	1,465.48
Reports	385.00	385.00	0.00	44.00
Utilities-Electricity	2,995.92	2,800.00	(195.92)	2,540.78
Utilities-Water	1,730.03	2,200.00	469.97	2,032.38
TOTAL FUND EXPENDITURE	**36,624.75**	**39,181.00**	**2,556.25**	**27,371.77**
FUND SURPLUS (DEFICIT)	**(4,424.75)**	**(6,981.00)**	**2,556.25**	**(1,375.77)**

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.21996 INC
262-274 Gilles Street ADELAIDE SA 5000
31 January 2024
Printed 26/03/24 14:56

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	15,030.44	16,406.21
Surplus/(Deficit) For Period	(4,424.75)	(1,375.77)
TOTAL FUNDS	**10,605.69**	**15,030.44**
ASSETS		
Cash at Bank (MBL)	9,495.39	17,912.70
Sundry Receivables	1,343.00	0.00
TOTAL ASSETS	**10,838.39**	**17,912.70**
LIABILITIES		
Accrued Expenses	232.70	2,882.26
TOTAL LIABILITIES	**232.70**	**2,882.26**
NET ASSETS	**10,605.69**	**15,030.44**

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.21996 INC
262-274 Gilles Street ADELAIDE SA 5000
1 February 2023 to 31 January 2024
Printed 26/03/24 14:56

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	17,456.00	17,452.00	4.00	6,904.00
TOTAL FUND INCOME	**17,456.00**	**17,452.00**	**4.00**	**6,904.00**
FUND EXPENDITURE				
Cleaning	3,080.00	6,050.00	2,970.00	0.00
Common property	0.00	0.00	0.00	2,002.00
Grounds	11,417.56	12,687.00	1,269.44	12,108.99
TOTAL FUND EXPENDITURE	**14,497.56**	**18,737.00**	**4,239.44**	**14,110.99**
FUND SURPLUS (DEFICIT)	**2,958.44**	**(1,285.00)**	**4,243.44**	**(7,206.99)**

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.21996 INC
262-274 Gilles Street ADELAIDE SA 5000
31 January 2024
Printed 26/03/24 14:56

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	5,253.42	12,460.41
Surplus/(Deficit) For Period	2,958.44	(7,206.99)
TOTAL FUNDS	**8,211.86**	**5,253.42**
ASSETS		
Cash at Bank (MBL)	8,211.86	5,253.42
TOTAL ASSETS	**8,211.86**	**5,253.42**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**8,211.86**	**5,253.42**

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.21996 INC
262-274 Gilles Street ADELAIDE SA 5000
31 January 2024
Printed 26/03/24 14:56

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	20,283.86	28,866.62
Surplus/(Deficit) For Period	(1,466.31)	(8,582.76)
TOTAL FUNDS	**18,817.55**	**20,283.86**
ASSETS		
Cash at Bank (MBL)	17,707.25	23,166.12
Sundry Receivables	1,343.00	0.00
TOTAL ASSETS	**19,050.25**	**23,166.12**
LIABILITIES		
Accrued Expenses	232.70	2,882.26
TOTAL LIABILITIES	**232.70**	**2,882.26**
NET ASSETS	**18,817.55**	**20,283.86**

Notes to the Financial Statements

Investments Nil

The following balances relate to amounts received or owing as at 31/01/2024

Receivables - Owner Arrears Nil

Debtors Nil

Allocated Advance Payments Nil

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate:	$241.86

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.

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.21996 INC 262-274 GILLES STREET, ADELAIDE, SA, 5000

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

Eufemia Southon
Body Corporate Manager

Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.21996 INC

Meeting Date	23 May 2023	
Meeting Location	Join Via Teleconference 08 8249 7840 OR, Louise Amber Room, 176 Fullarton Road, Dulwich, SA, 5065	
Time	05:00 PM	Closed: 5.30 PM
Lots Present	204 H Edwards representing CC 21997 Owner present 205 J Flower representing CC 24369 Owner present 206 C Andriessen representing CC 23415 Owner present	
By Proxy	201 A Hunter representing CC 21999 Electronic vote 202 G Smith representing CC 21998 Electronic vote	
Chairperson	C Andriessen The Corporation Manager assisted by conducting the meeting.	
Additional Attendees	Eufemia Southon representing Whittles Body Corporate Management Pty Ltd	

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 last Extraordinary General Meeting held on 2 MAY 2023 and sent to owners were 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 unaudited Statement of Accounts for the financial year ending 31 JAN 2023, which have been circulated to all members, was 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 FEB 2023 to 31 JAN 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
C Andriessen has been elected unopposed as Presiding Officer.

Election of Secretary
H Edwards has been elected unopposed as Secretary.

Election of Treasurer
J Flower has been elected unopposed as Treasurer.

Election of Ordinary Member
S Barker, G Smith have been elected to the committee. It was noted that A Hunter has resigned as representative for CC21999 and a new member to represent the Primary Corporation will be elected at their Annual General Meeting.

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.		

Item 8		
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.		

Item 9		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes was performed in 02/23 and recommended insurance cover of $670,000. The Insurance Valuation is available for viewing at whittles.com.au through your owner portal.		

Motion 10		
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 $671,105 COMMON PROPERTY ONLY with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies 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 lot, 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.

Building Insurance
The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for their lot as the Body Corporate’s cover applies to common property only.

Motion CARRIED.

Item 11		
Recovery of Water and Electricity Payments		

At the Extraordinary General Meeting on 2 May 2023 it was agreed by the Primary Corporation that the folowing adjustments would occur over 2 years for each Secondary Corporation as follows:

CC21999 receive total of $14,890.31 ($7,445.14 per year)
CC23415 receive total of $3,943.28 ($1,971.64 per year)
CC23480 receive total of $4,093.12 ($2,046.56 per year)

CC21997 pay total of $1478.51 ($739.25 per year) 50% to be contributed by Whittles $739.25 per year
CC21998 pay total of $3,748.18 ($1,874.09 per year) 50% to be contributed by Whittles $1,874.09 per year
CC24369 pay total of $6,236.66 ($3,118.33 per year) 50% to be contributed by Whittles $3,118.33 per year

and that Legal Expenses incurred by CC21999 of $2,264 be reimbursed by the Primary Corporation CC21966.

Motion 12		
Pressure cleaning of Aggregate and Pattern Pave	**Ordinary Resolution**	
At the EGM on 29 September, 2022 it was agreed that the aggregate in Southcott Walk, Light Walk and William Lane be pressure cleaned and that the pattern pave cleaning for Howard Lane and Lindsay Court to be scheduled at another time. Aggregate was cleaned in December 2022 at a cost of $2,750. Quotation for the Pattern Pave cleaning is $3,300 and has been included in the Proposed Budget. Motion: That the Body Corporate engage Property Maintenance Plus to clean the Pattern Pave in Howard Lane and Lindsay Court.		
Motion CARRIED.		

Motion 13		
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 was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $9,000.00 for the financial year ending 31 JAN 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 14		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $7,000.00 for the financial year ending 31 JAN 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		
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 Presiding Officer, 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 $2,070.00. 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 16		
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 Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at its discretion.		
Motion CARRIED.		

Motion 17		
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.21996 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.

Motion 18		
General Business		

H Edwards raised that the brick inlays on the William Lane driveway have become loose and are a bit of trip hazard. Photograph supplied.

The Corporation Manager to arrange repair.

Item 19		
Next Meeting & Closure		

J Flower requested if future meetings could be via WEBEX or Teams as they are more interactive than Teleconference. It was noted that WEBEX or Teams are a secure platform for meetings and are the only methods approved by Government.

There was general agreement that the next general meeting would be via WEBEX or Teams at a date and time to be determined.

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.21996 INC
262-274 GILLES STREET, ADELAIDE

Year ending January 2024

ADMINISTRATIVE FUND

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
INCOME					
11500 - Contributions	*7,100.00*	*7,100.00*	*9,000.00*	*9,000.00*	***$32,200.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***7,100.00***	***7,100.00***	***9,000.00***	***9,000.00***	***$32,200.00***
EXPENDITURE					
29000 - Common property	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
35500 - Electrical	*450.00*	*450.00*	*450.00*	*450.00*	***$1,800.00***
42501 - Grounds - Contract groundsman	*3,750.00*	*3,750.00*	*3,750.00*	*3,750.00*	***$15,000.00***
42503 - Grounds - Irrigation repairs	*115.00*	*250.00*	*250.00*	*250.00*	***$865.00***
42516 - Grounds - Mulching	*0.00*	*0.00*	*2,500.00*	*0.00*	***$2,500.00***
46005 - Insurance - Renewal	*2,070.00*	*0.00*	*0.00*	*0.00*	***$2,070.00***
50000 - Legal fees	*4,840.00*	*2,264.00*	*0.00*	*0.00*	***$7,104.00***
21000 - Management - Additional services fee	*220.00*	*0.00*	*0.00*	*0.00*	***$220.00***
22300 - Management - Agreed services	*675.00*	*675.00*	*675.00*	*675.00*	***$2,700.00***
52600 - Management - Asset maintenance services	*27.00*	*27.00*	*27.00*	*27.00*	***$108.00***
29200 - Management - Disbursement fees & service	*107.25*	*107.25*	*107.25*	*107.25*	***$429.00***
60000 - Plumbing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
66003 - Reports - Insurance valuation	*385.00*	*0.00*	*0.00*	*0.00*	***$385.00***
77001 - Utilities - Electricity	*700.00*	*700.00*	*700.00*	*700.00*	***$2,800.00***
77004 - Utilities - Water	*550.00*	*550.00*	*550.00*	*550.00*	***$2,200.00***
Total	***14,139.25***	***9,023.25***	***9,259.25***	***6,759.25***	***$39,181.00***

SINKING FUND

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
INCOME					
11500 - Contributions	*1,726.00*	*1,726.00*	*7,000.00*	*7,000.00*	***$17,452.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***1,726.00***	***1,726.00***	***7,000.00***	***7,000.00***	***$17,452.00***
EXPENDITURE					
28502 - Cleaning - Pressure cleaning	*2,750.00*	*0.00*	*3,300.00*	*0.00*	***$6,050.00***
42507 - Grounds - Plant replacement	*2,187.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,687.00***
42508 - Grounds - Pruning	*0.00*	*3,000.00*	*3,000.00*	*0.00*	***$6,000.00***
Total	***4,937.00***	***4,500.00***	***7,800.00***	***1,500.00***	***$18,737.00***

CASH FLOW SUMMARY

	Feb-Apr 23	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*15,030.44*	*7,991.19*	*6,067.94*	*5,808.69*	***$15,030.44***
Add: Contributions	*7,100.00*	*7,100.00*	*9,000.00*	*9,000.00*	***$32,200.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*14,139.25*	*9,023.25*	*9,259.25*	*6,759.25*	***$39,181.00***
CLOSING BALANCE	*7,991.19*	*6,067.94*	*5,808.69*	*8,049.44*	***$8,049.44***
SINKING FUND					
Opening Balance	*5,253.42*	*2,042.42*	*-731.58*	*-1,531.58*	***$5,253.42***
Add: Contributions	*1,726.00*	*1,726.00*	*7,000.00*	*7,000.00*	***$17,452.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*4,937.00*	*4,500.00*	*7,800.00*	*1,500.00*	***$18,737.00***
CLOSING BALANCE	*2,042.42*	*-731.58*	*-1,531.58*	*3,968.42*	***$3,968.42***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 6

	— Effective from 15/08/23 —		— Effective from 15/08/23 —	
Lot Number	**LEV**	**ADMIN Fund**	**LEV**	**SINKING Fund**
201	1471	**$1,324**	1471	**$1,030**
202	1551	**$1,396**	1551	**$1,086**
203	1521	**$1,369**	1521	**$1,065**
204	1451	**$1,306**	1451	**$1,016**
205	2575	**$2,317**	2575	**$1,803**
206	1431	**$1,288**	1431	**$1,002**
QUARTERLY TOTAL		***$9,000.00***		***$7,002.00***

ACCOUNT NOTES

28502 - Cleaning - Pressure cleaning	Property Plus $2750 Aggregate William Lane, Light Walk and Southcott Walk completed Pattern Pave Lindsay Court, Howard Lane Quote $3,300
46005 - Insurance - Renewal	Valuation increased from $100,000 - $671,105 for common property ADj 3mths 255 Full year
50000 - Legal fees	$2264 Reimbursement to CC21999 for legal fees - Wallman Jones Harley - advice by Primary Corporation

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.21996 INC 262-274 Gilles Street, ADELAIDE, SA, 5000.

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

Eufemia Southon
Body Corporate Manager

Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.21996 INC

Meeting Date	29 April 2024		
Meeting Location	Whittles Management Services, Sarah Miller Boardroom, 176 Fullarton Road, Dulwich, SA, 5065 and Via Teams		
Time	05:00 PM	Closed: 05.55 PM	
Lots Represented	00201	Community Corporation 21999 Inc	Owner present represented by Andrew McLean
	00202	Community Corporation 21998 Inc	Owner present represented by Geoff Smith
	00203	Community Corporation 23480 Inc	Electronic vote with written voting instructions from Steve Barker
	00204	Community Corporation 21997 Inc	Electronic vote with written voting instructions from Heath Edwards
	00205	Community Corporation 24369 Inc	Electronic vote with written voting instructions from Julieanne Flower
	00206	Community Corporation 23415 Inc	Owner present represented by Clare Andriessen
Chairperson	Clare Andriessen The Body Corporate Manager assisted by conducting the meeting		
Additional Attendees	Eufemia Southon representing Whittles Management Services Pty Ltd		
Apologies	J Flower representing CC24369 H Edwards representing CC21997 S Barker representing CC23480		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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 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 23 MAY 2023 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

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 31 JAN 2024, which have been circulated to all members, was accepted.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Notes

On reviewing the financials there was discussion on whether there are sufficient reserves in the Sinking Fund for future non-recurrent expenditure that may be required for maintenance of the common property.

After discussion it was agreed that the Corporation Manager obtain a Sinking Fund Forecast Analysis for the Primary Corporation so that future Sinking Fund contributions can be set with some confidence. All present agreed.

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: i. appoints 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 FEB 2024 to 31 JAN 2025 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. acknowledges 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.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

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. <u>Limitations Imposed</u> 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
Claire Andriessen has been elected unopposed as Presiding Officer.

Election of Secretary
Heath Edwards has been elected unopposed as Secretary.

Election of Treasurer
Julianne Flower has been elected unopposed as Treasurer.

Election of Ordinary Member/s
Steve Barker, Andrew McLean, Geoff Smith 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 Corporates, 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, regarding 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.		

Item 8		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.		

Item 9		
Insurance Valuation (Advice)		

A comprehensive professional valuation for insurance purposes performed in 02/23 recommended insurance cover of $670,000 and is available for viewing at whittles.com.au through your owner portal.

Motion 10		
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 COMMON PROPERTY ONLY for sum insured of $671,105 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.
In addition, G Smith and A McLean will obtain alternative quotes.

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.

Building Insurance
The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for their lot as the Body Corporate's cover applies to common property only. Letter will be sent to all owners in the six Secondary corporations requesting proof of insurance for their building.

The Body Corporate's Certificate of Currency/Insurance is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Notes

Geoff Smith noted that machinery breakdown was not included on the Certificate of Currency as four of the Secondary Corporations share driveways and have motors on electronic gates. The Corporation Manager to investigate and advise.

Subsequent to the meeting MGA has advised that machinery breakdown is not required for electric motors on gates as the policy includes provision for fusion of motors page 41 of the Product Disclosure Statement (available on Portal)
They will pay for the cost of repairing or replacing an electric motor which has been damaged by fusion.

Geoff Smith noted that as MGA has an association with Whittles it would be prudent to obtain alternative quotes from outside parties. It was agreed that Geoff Smith and Andrew McLean to be provided with Certificate of Currency and a plan showing the common property so that alternative quotes for common property can be obtained by them. If alternative quotes are available, they are to be presented prior to the next renewal period.

Item 11		
Recovery of Water and Electricity Payments - Information Only		

In 2023 it was discovered that common electricity and water payments had been paid by three Secondary Corporations instead of the Primary Corporation.

At the Annual General Meeting on the 23 May 2023 the following adjustments were agreed by the Primary Corporation. The adjustments were to occur over 2 years for each of the Secondary Corporations. This year 2024 will be the final adjustment.

CC21999 receive total of $14,890.31 ($7,445.14 per year)
CC23415 receive total of $3,943.28 ($1,971.64 per year)
CC23480 receive total of $4,093.12 ($2,046.56 per year)
CC21997 pay total of $1478.51 ($739.25 per year) 50% to be contributed by Whittles $739.25 per year
CC21998 pay total of $3,748.18 ($1,874.09 per year) 50% to be contributed by Whittles $1,874.09 per year
CC24369 pay total of $6,236.66 ($3,118.33 per year) 50% to be contributed by Whittles $3,118.33 per year

Common Electricity and Water usage is now being paid by the Primary Corporation.

Motion 12		
Pressure cleaning of Pattern Pave	**Ordinary Resolution**	

At the Annual General Meeting on 23 May 2023 a quotation from Property Plus Maintenance for $3,300 was approved to pressure clean the common driveways in Howard Lane and Lindsay Court.

The contractors commenced the cleaning and then stopped and advised that the cleaning will remove the grime but will also expose the pattern pave surface leaving a patchy finish.

Geoff Smith from CC21998 trialed a section using his gerni on the red oxide section in Howard Lane and the result was significantly better. It was agreed that pressure cleaning of the black oxide section will only result in significant fading and should not be pursued.

Based on the information above Property Maintenance Plus have requoted $1,430 to do the following:
Howard Lane
The red section to be pressure cleaned and the black oxide to be hosed off using low pressure.

Lindsay Lane
Sweeping /vacuuming (industrial) all of the dirt off the painted surface and not pressure cleaning.

THAT the Body Corporate proceed with the revising cleaning schedule for Howard Lane and Lindsay Lane for $1,430.

Motion DEFEATED				
Votes	Yes: 3	No: 3	Abs: 0	Inv: 0

Notes
After discussion at the Annual General Meeting CC21998 and CC21999 representatives did not see that there would any value in cleaning Howard Lane pattern pave with the revised scope. At some future time, the pattern pave surface would require retreating and resurfacing instead. As representatives from Lindsay Lane CC23480 and CC24369 were not in attendance in person if they feel that sweeping and vacuuming is necessary for Lindsay Lane the Corporation Manager can arrange.

Item 13		
Landscape Maintenace of Trees		
For discussion and subsequent action: Geoff from CC21998 after speaking to some of the other owners in the group would like to ensure that Bishops do not cut the trees in the walkway especially where they are next to a light pole. It was suggested the trees need to grow taller than the lighting so as to provide better lighting to the Walkway which in turn provides better security. Each year they have simply cut them back too far without any thought to how they present themselves. The information from Bishops Gardening was tabled and after discussion it was agreed that Clare would speak to the gardeners asking them to pay particular attention to light in Light walk in the summer months at the front of Geoff Smith's entrance.		

Item 14		
Short Term Rentals - Discussion		
There has been an enquiry for using an apartment for Air BNB purposes and the process required for approval by the Corporation. The current By Laws for the Primary or the Secondary Corporations do not prevent an owner using their apartment for short term rental accommodation purposes, such as Air BNB arrangements. The Community Titles Act 1996 does not restrict or prevent the leasing of a lot, however inclusion of a By Law may prohibit or restrict the owner of a lot from leasing or granting rights of occupation for valuable consideration for a period of less than 2 months. To change the By Laws to restrict Air Bnb requires a Special Resolution (not more than 25% dissenting votes) to be passed at a general meeting to amend the Bylaws to include a clause to prohibit occupation for less than 2 months. The motion would need to be written by a legal representative and lodged with the Lands Titles Office for enforcement. Advice would need to be gained on whether all the Secondary Corporations would need to change their Bylaws.		

Notes
All present at the meeting were extremely concerned about Air BNB occurring in the complex. After discussion it was agreed that the Corporation Manager obtain advice on: 1. whether the existing clause in the Bylaws for residential use only is sufficient to stop an owner undertaking a Air BNB business. An AirBNB is running a business which is not allowed under the current By Laws. 2. whether only the Primary Bylaw be changed and then enforced should any of the six Secondary Corporations choose to do Air BNB or whether all of the Bylaws require amending. 3. Fee Proposal to write the motion, change the ByLaws and lodge with Land Titles Office.

Item 15		
General Business		
Pest Control Geoff Smith CC21998 has reported that while working in his study a rat wandered over his entrance pathway and across the garden beds. He suggests that the Primary Corporation discuss whether a pest exterminator is required. It was noted that there had not been any more sightings and it was agreed that the gardeners be asked when cleaning up to make sure there are no food stuffs left in the garden. Clare to advise Bishops Gardening. **Garden Bed** Geoff Smith raised there is a bare patch of common grounds that requires plantings. Clare advised that Neil from Bishops had left and that she is working with the replacement to get this done.		

Motion 16		
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 was approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $9,000.00 for the financial year ending 31 JAN 2025. 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 during the year. Contributions will be raised in accordance with Lot Entitlement Values.		

Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Motion 17				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget were approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $7,000.00 for the financial year ending 31 JAN 2025. 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 during the year. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Motion 18				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that 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 Presiding Officer, 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 $2,220.00. 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.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Motion 19				
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 is obligated 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 $100.00.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Motion 20				
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 Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Motion 21				
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.21996 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.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Item 22		
Next Meeting & Closure		
The next general meeting to will be at a date and time to be determined.		

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.21996 INC
262-274 GILLES STREET, ADELAIDE

Year ending January 2025

ADMINISTRATIVE FUND

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
INCOME					
11500 - Contributions	*9,000.00*	*9,000.00*	*9,000.00*	*9,000.00*	***$36,000.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***9,000.00***	***9,000.00***	***9,000.00***	***9,000.00***	***$36,000.00***
EXPENDITURE					
23501 - Auditor fee - Audit preparation fee	*0.00*	*0.00*	*0.00*	*100.00*	***$100.00***
29000 - Common property	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
35500 - Electrical	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
42501 - Grounds - Contract groundsman	*4,625.00*	*4,625.00*	*4,625.00*	*4,625.00*	***$18,500.00***
42516 - Grounds - Mulching	*0.00*	*2,500.00*	*0.00*	*0.00*	***$2,500.00***
46005 - Insurance - Renewal	*2,220.00*	*0.00*	*0.00*	*0.00*	***$2,220.00***
22300 - Management - Agreed Services	*700.00*	*700.00*	*700.00*	*700.00*	***$2,800.00***
52600 - Management - Asset Maintenance Services	*27.00*	*27.00*	*27.00*	*27.00*	***$108.00***
29200 - Management - Disbursement Fees	*102.30*	*102.30*	*102.30*	*102.30*	***$409.20***
60000 - Plumbing	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
66005 - Reports - Sinking fund analysis	*0.00*	*700.00*	*0.00*	*0.00*	***$700.00***
29201 - Technology and System Fees	*26.40*	*26.40*	*26.40*	*26.40*	***$105.60***
77001 - Utilities - Electricity	*750.00*	*750.00*	*750.00*	*750.00*	***$3,000.00***
77004 - Utilities - Water	*550.00*	*550.00*	*550.00*	*550.00*	***$2,200.00***
Total	***9,500.70***	***10,480.70***	***7,280.70***	***7,380.70***	***$34,642.80***

SINKING FUND

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
INCOME					
11500 - Contributions	*7,000.00*	*7,000.00*	*7,000.00*	*7,000.00*	***$28,000.00***
11500 - Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
11500 - Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***7,000.00***	***7,000.00***	***7,000.00***	***7,000.00***	***$28,000.00***
EXPENDITURE					
28502 - Cleaning - Pressure cleaning	*1,430.00*	*0.00*	*0.00*	*0.00*	***$1,430.00***
42507 - Grounds - Plant replacement	*3,800.00*	*0.00*	*3,800.00*	*0.00*	***$7,600.00***
42508 - Grounds - Pruning	*0.00*	*3,500.00*	*0.00*	*3,500.00*	***$7,000.00***
Total	***5,230.00***	***3,500.00***	***3,800.00***	***3,500.00***	***$16,030.00***

CASH FLOW SUMMARY

	Feb-Apr 24	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*10,605.69*	*10,104.99*	*8,624.29*	*10,343.59*	***$10,605.69***
Add: Contributions	*9,000.00*	*9,000.00*	*9,000.00*	*9,000.00*	***$36,000.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*9,500.70*	*10,480.70*	*7,280.70*	*7,380.70*	***$34,642.80***
CLOSING BALANCE	*10,104.99*	*8,624.29*	*10,343.59*	*11,962.89*	***$11,962.89***
SINKING FUND					
Opening Balance	*8,211.86*	*9,981.86*	*13,481.86*	*16,681.86*	***$8,211.86***
Add: Contributions	*7,000.00*	*7,000.00*	*7,000.00*	*7,000.00*	***$28,000.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*5,230.00*	*3,500.00*	*3,800.00*	*3,500.00*	***$16,030.00***
CLOSING BALANCE	*9,981.86*	*13,481.86*	*16,681.86*	*20,181.86*	***$20,181.86***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 6

	— Effective from 15/08/23 —		— Effective from 15/08/23 —	
Lot Number	**LEV**	**ADMIN Fund**	**LEV**	**SINKING Fund**
201	1471	**$1,324**	1471	**$1,030**
202	1551	**$1,396**	1551	**$1,086**
203	1521	**$1,369**	1521	**$1,065**
204	1451	**$1,306**	1451	**$1,016**
205	2575	**$2,317**	2575	**$1,803**
206	1431	**$1,288**	1431	**$1,002**
QUARTERLY TOTAL		***$9,000.00***		***$7,002.00***

Whittles
Strata and Community Title Services

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Extraordinary General Meeting for COMMUNITY CORP.21996 INC 262-274 GILLES STREET, ADELAIDE, SA, 5000

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Eufemia Southon
Body Corporate Manager

Strata and Community Title Services

Minutes of the Extraordinary General Meeting

COMMUNITY CORP.21996 INC

Meeting Date	2 May 2023		
Meeting Location	Join Via Teleconference 08 8249 7840 OR, Louise Amber Room, 176 Fullarton Road, Dulwich, SA, 5065		
Time	02:30 PM		Closed: 02.50 PM
Lots Present	201	A Hunter representing CC21999	Owner present
	205	J Flower by Teleconference representing CC24369	Owner present
	206	A Lapidge representing CC23415	Proxy present
By Proxy	206	Community Corporation 23415 Inc	Proxy Name: A Lapidge representing C Andriessen
	202	G. Smith representing CC 21998	Electronic vote
	203	S Barker representing CC 23480 Inc	Electronic vote
	204	H Edwards representing CC21997 Inc	Electronic vote
Chairperson	A Hunter The Corporation Manager assisted by conducting the meeting		
Additional Attendees	Eufemia Southon representing Whittles Body Corporate Management Pty Ltd		

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 last Extraordinary General Meeting held on 29 SEP 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3		
Water and Electricity Payments	**Ordinary Resolution**	

Following the recent correspondence provided to all Presiding Officers from Allan Hunter to resolve the water and electricity payments for common property that have been paid by three Secondary Corporations instead of the Primary Corporation.

Attached is the spreadsheet with the final figures. There was a formula error in the previous figures distributed.

The final proposal is for adjustments to be made over two years.

The following Corporations will receive reimbursement to their respective Corporations over two years:
CC21999 Total $14,890.31
CC23415 Total $3,943.28
CC23480 Total $4,093.12

The following Corporations will be required to pay for 50% of the electricity and water used
CC21998 Total $7,496.37 50% $3,748.18
CC21997 Total $2,957.01 50% $1,478.51
CC24369 Total $2,473.32 50% $6,236.66
As advised by A Hunter Whittles have agreed to contribute 50% of the amounts to be paid by each group of over a 2 year period.

Motion:
That each Corporation accept the final adjustment for common water and electricity with adjustments being made over 2 years.

CC21999 receive total of $14,890.31 ($7,445.14 per year)
CC23415 receive total of $3,943.28 ($1,971.64 per year)
CC23480 receive total of $4,093.12 ($2,046.56 per year)

CC21997 pay total of $1478.51 ($739.25 per year) 50% to be contributed by Whittles $739.25 per year
CC21998 pay total of $3,748.18 ($1,874.09 per year) 50% to be contributed by Whittles $1,874.09 per year
CC24369 pay total of $6,236.66 ($3,118.33 per year) 50% to be contributed by Whittles $3,118.33 per year

Motion CARRIED.

Votes	Yes: 6	No: 0	Abs: 0	Inv: 0

Notes

A Hunter, Presiding Officer of CC21999 noted the following:
- reimbursements agreed represented a discount of 30% of the total paid by other corporations
- acknowledged that Whittles contribution of 50% to CC21998, CC21997 and CC24369 has made a significant difference to resolve the matter even though there was no legal obligation for Whittles to pay
-acknowledge G Smith's, Presiding Officer of CC21998 contribution in getting this matter resolved.

Motion 4				
Reimbursement of Legal fees for CC21999 by the Primary Corporation	**Ordinary Resolution**			
As the original proposal of 5 years was not accepted at the last EGM the owners of CC21999 sought legal opinion on whether they were entitled to recover electricity costs paid by their group. The proposal above is conditional on the Primary Corporation reimbursing CC21999 for legal fees.				
Motion CARRIED.				
Votes	Yes: 5	No: 1	Abs: 0	Inv: 0

Item 5
Meeting Closure The Annual General Meetings for each group to be held at the Whittles Office and by Teleconference on the following dates: Primary CC21996 Tuesday 23rd May, 2023 at 5.00 pm CC23415 Tuesday 23rd May, 2023 at 6.00 pm CC24369 Wednesday 24th May, 2023 at 6.00 pm CC21999 Monday 29th May, 2023 at 5.00 pm CC21997, CC21998 and CC23480 to be confirmed.

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.***

Common Electricity and Water

	21998	21999	23415	23480	21997	24369	Total
Water 23480	1775.04	1683.48	1637.71		1660.59	2946.96	9703.78
Water 23415	1680.03	1593.38		1647.54	1571.71	2816.94	9309.60
Electricity 21999	3412.20		3148.20	3346.20	3192.20	5665.00	18763.81
Water 21997	629.09	596.64	580.42	616.92		1044.43	3467.50
Total	7496.37	3873.50	5366.32	5610.66	6424.51	12473.32	41244.69
Recovery		18763.81	9309.60	9703.78	3467.50		41244.69
Owed/received each CC	**7496.37**	**-14890.31**	**-3943.28**	**-4093.12**	**2957.01**	**12473.32**	**0.00**
Whittles 50%	3748.18				1478.51	6236.66	11463.35
Whittles 2023 Adj	1874.09				739.25	3118.33	5731.67
Whittles 2024 Adj	1874.09				739.25	3118.33	5731.67
Year 1 -adj each cc	1874.09				739.25	3118.33	5731.67
Year 2 - adj each cc	1874.09				739.25	3118.33	5731.67

Total Recoveries/Pyts	**7496.37**	**-14890.31**	**-3943.28**	**-4093.12**	**2957.01**	**12473.32**	**0.00**	0.00

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
1/05/07	No resolutions recorded
17/03/08	Keeping of Pets It was noted that if an occupant wanted to keep a pet approval of the Secondary Corporation is obtained however it was felt that if a pet was kept in one group this could affect residents in other groups hence it was felt that approval should also be obtained from the Primary Corporation. The Corporation Manager confirmed that the Primary Corporation By Laws does allow the requirement to obtain Primary Corporation approval to be obtained. As a result it was agreed that if a pet is applied for firstly Secondary approval must be obtained and if this is successful then approval of the Primary Corporation will need to be obtained. It was noted that this can not be retrospective and it was agreed the Corporation Manager list in the minutes details of those pets that officially have been granted approval as follows:

DATE	CORP NO	STREET ADDRESS	TYPE OF PET
20/12/07	21998	15 Southcott Walk	Dog
8/2/07	23415	20 Southcott Walk	Cat
22/3/07	23415	2 Southcott Walk	Cat
14/1/08	24369	Lot 6 front Halifax St	Dog

30.05.08

8 Southcott Walk & 16 Light Walk

An application was received from the owner of 8 Southcott Walk to keep a dog at the unit and 16 Light Walk to keep two cats at the unit.

A vote was taken and it was agreed by the majority of members to approve the applications for the continuance of the applicants occupancy at the property or for the the life of the animal whichever is the lesser and subject to the animal not causing an nuisance to other residents.

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
6/05/09	No resolutions recorded
4/11/09	1. To consider and approve either(i) a security fence or (ii) a garden bed to be installed at the junction between Lindsay Court and Ely Place to provide security for all owners in Stage 3 (Light Walk), Stage 5 (Halifax Street) and Mr Auld's unit in Stage 4 (Ely Place). The meeting approved the motion to the installation of the security fence. 2. That additional bollards be placed at the entrance(s) of Light Walk pedestrian access. The meeting approved to the installation of additional bollards at the entrance of Light Walk pedestrian access.
30/03/10	No Resolutions Recorded
11/04/11	No Resolutions Recorded
16/04/12	No Resolutions Recorded
11/04/13	No Resolutions Recorded
24/03/14	No Resolutions Recorded
13/04/15	No Resolutions Recorded
21/03/16	No Resolutions Recorded
10/4/17	No Resolutions Recorded
21/5/18	No Resolutions Recorded
	Pet Approval - Secondary Corporation 21998 Inc - That the Body Corporate

29/4/19

authorises the prospective new Owner of Lot 11 of Secondary Community Corporation 21998 inc to keep 2 cats at that Lot, subject to the following conditions,The animals must be properly restrained whilst on common property; The animals must be prevented from causing a nuisance, particularly by noise or fouling;This consent and approval shall apply to these animals only and shall be revoked upon the death or removal of the animals.

Parking Restrictions (Special Resolution) - Community Corporation 21997 held an EGM on 4th December 2018 requesting Primary Corporation 21996 authorise the issuing of temporary permits for William Lane and seeking a response from the Primary Corporation 21996 .That Primary Corporation 21996 Inc authorise the issuing of Adelaide City Council temporary permitsfor parking in the Common Property known as William Lane. Mr H Edwards attended the meeting on behalf of Ely Place CC 21997 and advised the members of thePrimary Corporation that current parking restrictions in William Lane were not suitable. The restrictions were particularly difficult for drops offs -deliveries of goods, trade vehicles and medical visits requiredby elderly residents and this was affecting their amenity. Since the restrictions there have been fines issued that owners have had to cover the cost.Two loading zones were requested at the end of William Lane for very short term activities.
The issue of trade vehicles was discussed with other committee members advising that when they have trades working then one of their vehicles is parked off site to allow contractor access to area. This wasconsidered a suitable solution by attendees. The attendees were reminded that this is Common Property and no parking is allowed. In fact therestrictions were applied because the rules were not being adhered to. On this basis permits would not be
allowed. The Corporation Manager to advise Council that two Loading Zones at the end of William Lane are to becreated for 15-30 minutes. Vehicles that remain outside the time specified on the loading zone sign will be activated.

15/04/2020 No Resolutions Recorded

29/04/2021 **Retrospective Approval for Dog - SMUDGE (Ordinary Resolution)**

CC23480 (Lot 203) Lot 18, No 12 Light Walk - Secondary Corporation
Mr M Busse resides in Secondary Corporation 2 - 20 Light Walk and was seeking formal approval from the Corporation for dog Smudge who resides with him.

Motion
The Body Corporate authorised the Owner Lot 18, No 12 Light Walk to keep a dog (Smudge) at that Lot, in accordance with the written application previously attached, subject to the following conditions,

The animal must be properly restrained whilst on common property;
The animal must be prevented from causing a nuisance, particularly by noise or fouling;
This consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.

MOTION CARRIED
YES 6/ NO 0/ ABSTAIN 0

Approval for Dog (Honey) for tenant of Lot 52 of CC 21999 (Ordinary Resolution)

Approval was sought from owners of CC21999 by Mr A Hunter as decision was required prior to tenant Ms G Harrop accepting the lease. All owners of CC21999

provided approval by email or verbally for Cavoodle, known as Honey. A formal application has now been received.

Motion

The Body Corporate authorised the Tenant of Lot 52, 262 Gilles Street to keep a Cavoodle (Honey) at that Lot, in accordance with the written application previously attached, subject to the following conditions,

The animal must be properly restrained whilst on common property;
The animal must be prevented from causing a nuisance, particularly by noise or fouling;
This consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.

MOTION CARRIED
YES 6/ NO 0/ ABSTAIN 0

Trip Hazard - 3 Options

Trip hazard exists where Ely Place meets Light Walk. Contractor Rapid Response have provided a few options:

Option 1 - exposed aggregate: Approx $1500
Saw cut and replace a strip of concrete and re concrete (exposed aggregate) to ramp down to eliminate the trip hazard. There would be no access over the repaired area for up to 4 days.

This was the preferred option. The Corporation Manager to check with Rapid Response how far back they have allowed to cut back as there is a services box and some bollards close by.

Option 2 - strip of paving: Approx $1000 - FAILED
Saw cut and remove a strip of concrete and replace with a strip of paving. Minimal restriction while works are conducted. If any further movement the strip of paving can be adjusted
300mm x 300mm x 50mm of Honed Traditional Pavers

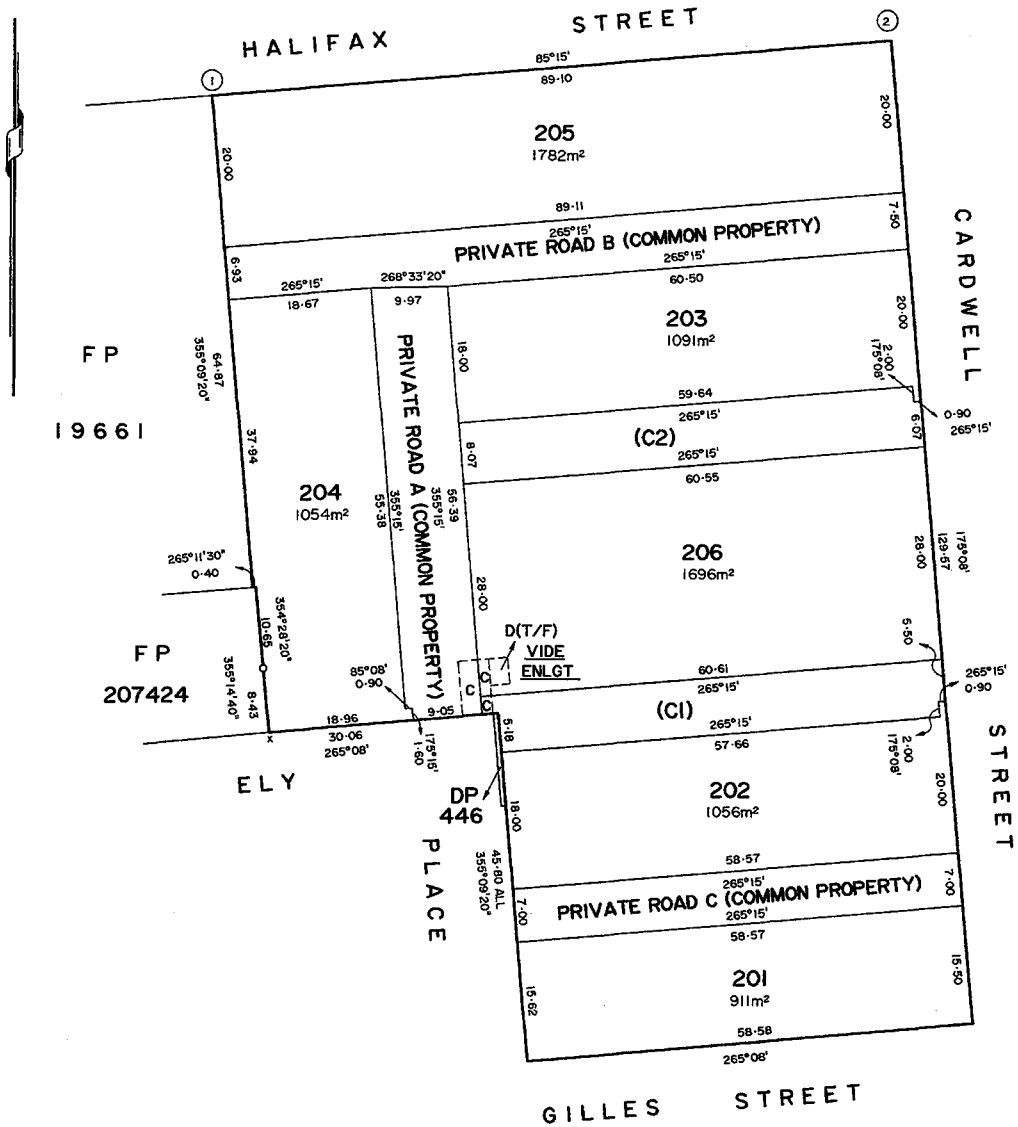
Option 3 - grind: Approx $1200 - FAILED
To grind the trip hazard, the raised concrete is very high and would require us to hire a scarifier concrete grinder and vacuum to grind the concrete down.
The cost for the hire and labour would be approx $1200

MOTION CARRIED
OPTION 1
YES 6 / NO / ABSTAIN

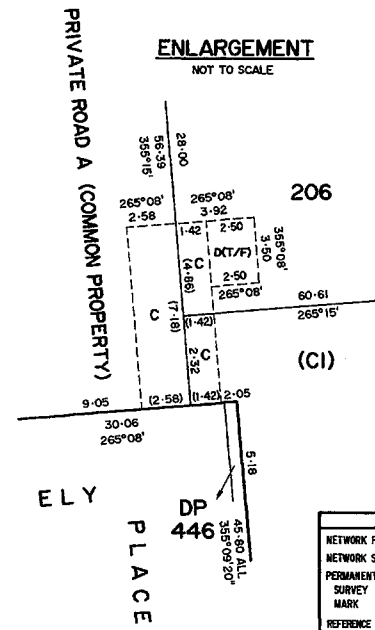
29/09/2022 EGM No Resolutions Recorded

29/04/2024 AGM No Resolutions Recorded

LOCATION AND COMMON PROPERTY PLAN



ENLARGEMENT
NOT TO SCALE



ALLOTMENT 2 in DP 650, ALLOTMENT 590 in FP 182242, ALLOTMENT 591 in FP 182243, ALLOTMENT 589 in FP 182241, ALLOTMENT 592 in FP 182244, ALLOTMENT 593 in FP 182245, ALLOTMENT 594 in FP 182246, ALLOTMENT 595 in FP 182247, ALLOTMENT 596 in FP 182248 and ALLOTMENT 597 in FP 182249 ALLOTMENT 300 in DP 62308 of PART TOWN ACRE 574

ALLOTMENT 586 in FP 182238, ALLOTMENT 587 in FP 182239, ALLOTMENT 501 in FP 182153, ALLOTMENT 502 in FP 182154, ALLOTMENT 503 in FP 182155, ALLOTMENT 497 in FP 182149, ALLOTMENT 498 in FP 182150, ALLOTMENT 499 in FP 182151, ALLOTMENT 500 in FP 182152 and ALLOTMENT 491 in FP 182143 of PART TOWN ACRE 593

ALLOTMENT 585 in FP 182237 and ALLOTMENT 588 in FP 182240 of PART TOWN ACRE 573

ALLOTMENT 492 in FP 182144, ALLOTMENT 493 in FP 182145, ALLOTMENT 494 in FP 182146 and ALLOTMENT 135 in FP 207425 of PART TOWN ACRE 594

CITY OF ADELAIDE

TITLE REFERENCE

C'sT 5498/356, 5498/357, 5498/358, 5498/359, 5498/360, 5498/361, 5498/362, 5498/363, 5899/105, 5498/366, 5498/367, 5498/368, 5498/369, 5498/370, 5498/371, 5498/372, 5498/373, 5498/374, 5498/376, 5498/378, 5498/379, 5498/382, 5498/384, 5566/454, 5734/119, 5881/879 & 5905/524

COMMUNITY PLAN NUMBER
CP 21996

PLAN TYPE PRIMARY

THIS IS SHEET 1 OF 3 SHEETS

DEPOSITED 23 / 12 / 2003 PRO REGISTRAR-GENERAL

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	PMS APPROVED
EC	SF	6-11-03	—

TITLE REFERENCE VIDE SCHEDULE

VIDE SCHEDULE

IRRIGATION AREA DIVISION
HUNDRED ADELAIDE
AREA ADELAIDE
COUNCIL CITY OF ADELAIDE

MAP REF 6628/42/1

O B / LAST PLAN REF FP 44248 TOTAL AREA 1·015ha

DEV No 020/C036/02

SCALE METRES
0 10 20 30 40

THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

THE RIGHTS OF WAY OVER AND APPURTENANT TO THE WITHIN LAND ARE TO BE EXTINGUISHED

THE EASEMENT (T 135110) TO THE COUNCIL FOR THE AREA IS TO BE EXTINGUISHED

PORTION OF LOT 206 MARKED D(T/F) IS TO BE SUBJECT TO A SERVICE EASEMENT FOR ELECTRICITY SUPPLY PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO L 8890000)

PORTION OF LOT 206 AND PORTION OF THE COMMON PROPERTY AND PRIVATE ROAD A (COMMON PROPERTY) MARKED C IS TO BE SUBJECT TO A SERVICE EASEMENT FOR ELECTRICITY SUPPLY PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO L 8890000)

PRIVATE ROAD B (COMMON PROPERTY) IS TO BE SUBJECT TO A SERVICE EASEMENT TO THE SOUTH AUSTRALIAN WATER CORPORATION FOR WATER SUPPLY PURPOSES

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR ZONE AMG
BEARING DATUM 85°15' (1)-(2) DISTANCE
DERIVED FROM FP 44248 ADOPTED

LEGEND

NETWORK PSM		
NETWORK STATION		
PERMANENT MARK	PLACED	
	FOUND	FD
	GONE	GONE
REFERENCE MARKS	PLACED	MP OR RAM
	FOUND	SPK FD
	GONE	BT GONE
DRILL HOLE & WING		
DIRECTION CHANGE		
PART DISTANCES		[20.32]
CALCULATED DATA		20.85 CALC
COPIED DATA		100.85

CERTIFICATE OF LICENSED SURVEYOR

I ALISTER ROSS FYFE

licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation

Dated this 30th day of OCTOBER 2003

Licensed Surveyor

FYFE SURVEYORS PTY LTD
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 8586

Reference 13349/3/1 Dwg No. 13349SCI
QA REV 2 DATE 15/7/2003

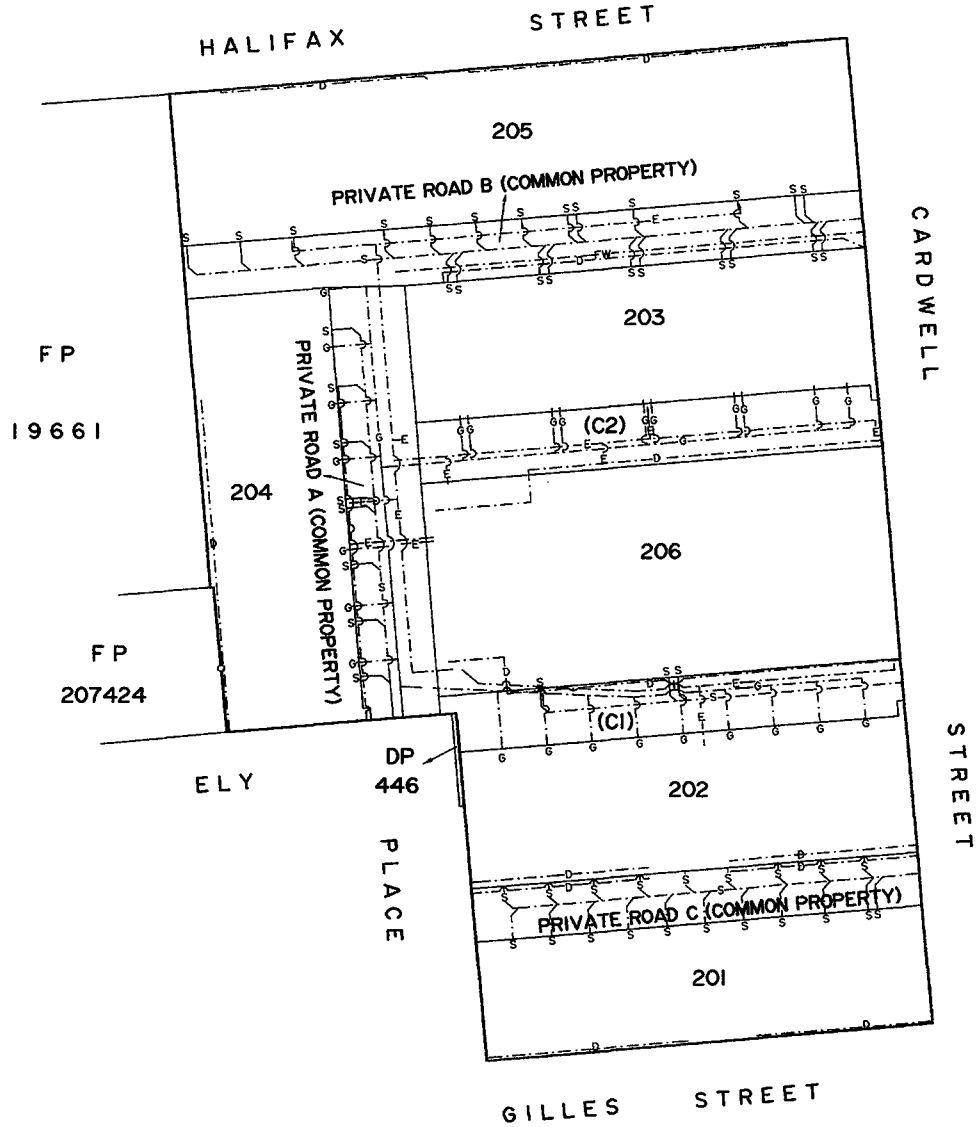
FYFE_DGLF

SERVICE INFRASTRUCTURE PLAN

SERVICE INFRASTRUCTURE
SHOWN THUS ——————

D = DRAINAGE

S = SEWERAGE
E = ELECTRICITY
G = GAS
FW = WATER (FIRE)
⌒ = WHERE ONE SERVICE CROSSES OVER ANOTHER



COMMUNITY PLAN NUMBER
CP 21996

PLAN TYPE PRIMARY

THIS IS SHEET 2 OF 3 SHEETS

Licensed Surveyor: Date 3.6.03

PLAN APPROVED 6-11-03

DEPOSITED 23/12/2003
for REGISTRAR-GENERAL

SCALE 0 10 20 30 METRES 40

ANNOTATIONS

THE SERVICE INRFASTRUCTURE WAS NOT IN PLACE AS AT 15/7/2003

THE POSITION OF THE PROPOSED SERVICE INFRASTRUCTURE HAS BEEN PLOTTED FROM ENGINEERING PLANS

FYFE SURVEYORS PTY LTD
A.C.N. 082 592 485
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6568

Reference 13349/3/2 Dwg No. 13349SCI

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21996

THIS IS SHEET 3 OF 3 SHEETS

APPROVED	DEPOSITED
6.11.03	23/12/2003 PRO REGISTRAR-GENERAL

APPLICATION 9728956

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
201	1471	CP 21999
202	1551	CP 21998
203	1521	
204	1451	CP 21997
205	2575	
206	1431	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I ALEXANDER MCLEOD SMITHSON 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 20th day of OCTOBER 2003

Signature of Land Valuer

FORMAT 5.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020:CO36:02

BY-LAWS

COMMUNITY PLAN NO. 21996

SOUTHCOTT BETWEEN ELY PLACE AND GILLES, CARDWELL AND HALIFAX STREETS, ADELAIDE

This is the copy of the by-laws **referred to in the attached certificate.**

……
Presiding Officer

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020: CO36: 02

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TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020: CO36: 02

COMMUNITY TITLES ACT
BY-LAWS
COMMUNITY CORPORATION NO. 21996 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 and Regulations.

PART 1— DEFINITIONS

1. The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to these by-laws and unless the context otherwise requires, the expressions:-

   "The Act" means the Community Titles Act 1996 as amended;

   "Common Property" means the Common Property created by Community Plan No. 21996;

   "The Corporation" means Community Corporation No. 21996 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

   "The Community Parcel" means the whole of the land comprised in Community Plan No. 21996;

   "Lot" means a primary, secondary or tertiary Community Lot within the Community Parcel;

   "Lotholder" means the Owner of a Lot;

   "Occupier" of a Lot includes, if a Lot is unoccupied, the Owner of the Lot;

   UNLESS **THE** CONTRARY **INTENTION APPEARS THE** FOLLOWING **APPLIES:**

   (a) a reference to an instrument includes any variation or replacement of it

TERMS OF INSTRUMENT
NOT CHECKED BY **By-Laws**
LANDS TITLES OFFICE **Development No. 020: CO36: 02**

(b) 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

(c) the singular includes the plural and vice versa

(d) the word "person" includes a firm, a body corporate, an association or an authority

(e) words of any gender include every gender

(f) a reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns

(g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later

(h) headings are inserted for convenience and do not affect the interpretation of these by-laws.

If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, then it is severed. The remainder of these by-laws will continue to 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:

2.2.1 the appointment of a manager pursuant to by-law 2.3;

2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds $10,000;

2.2.3 the Corporation's obligations regarding the insurance under the Act.

2.3 The Corporation may appoint a manager to assist the Corporation to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.

2.4 The manager shall be appointed on a contract that is for an initial term of five (5) years, but is subject to annual review by the Corporation.

2.5 If on annual review the Corporation is dissatisfied with the performance of the manager, the Corporation may terminate the management contract.

2.6 The first manager is Whittles Management Services Pty Ltd

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 invitees for access purposes.

PART 3 - COMMUNITY PARCEL

4. Use of Community Parcel

A person bound by these by-laws must not on the Community Parcel without the consent of the Corporation:

4.1 break, pull up, damage, destroy or remove any tree, shrub or plant;

4.2 dig, damage, disfigure, remove or in any way interfere with the soil, turf or any grass plot, lawn or playing surface;

4.3 unlawfully set aside or attempt to exclude the public from any section of the Community Parcel;

4.4 fly or attempt to fly any kite, airfoil or toy or any powered model aircraft or glider;

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

4.6 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons;

4.7 perform the work of repairing, washing, painting, panel-beating or other work of any nature on or to any vehicle, except in an area specifically set aside for that purpose and identified as such, and provided that this paragraph shall not extend to running repairs in the case of breakdown;

4.8 preach or harangue;

4.9 ride or drive any vehicle or animal or run, stand or walk on any flower bed or garden plot;

4.10 carry, use, discharge or explode any fire arm, explosive, fire works, air gun or any other weapon;

4.11 obstruct any footway road or path;

4.12 use or occupy any caravan or other vehicle as a place of habitation;

4.13 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;

4.14 place or cause to be placed a moveable sign in a public place in such a manner as to obstruct the vision of the driver of a vehicle at junctions or intersections;

4.15 rollerblade, rollerskate or ride a skateboard; or

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

5. Animals

Subject to the Act, a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot.

PART 4 - USE OF LOTS

6. Good Repair

A Lotholder must:

6.1 maintain the Lot in good repair;

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

6.3 carry out any work ordered by the Corporation in respect of the Lot.

7. Purposes for which the Lots and Common Property may be used

7.1 Lots 201, 202 and 204 are intended for use for residential purposes, and for associated car parking and storage.

7.2 Lots 203, 205 and 206 maybe further developed for residential and/or commercial purposes.

7.3 The Common Property is intended to be used for access purposes and for the provision of service infrastructure.

7.4 The Common Property marked "Private Road C (Common Property)" running east west between Ely Place and Cardwell Street at the southern end of the Community Parcel between Lots 201 and 202 is for the exclusive use of the lot owners and/or occupiers of Lots 201 and 202 for access purposes.

7.5 The Common Property marked "Private Road B (Common Property)" running between Cardwell Street and the western boundary at the northern end of the Community Parcel between 203 and 205 is for the exclusive use of the lot owners and/or occupiers of Community Lots 203, 204 and 205 for access purposes.

7.6 The Common Property marked "Private Road A (Common Property)" running north south at the western side of the Community Parcel with an entrance from Ely Place will be for the exclusive use of the lot owners and/or occupiers of Lot 204 for access purposes.

7.7 Notwithstanding any exclusive access rights created above, all Common Property shall be accessible by emergency and general maintenance services for the benefit of the Community Corporation.

8. Use of Lot

A person bound by these by-laws must not without the consent of the Corporation:

8.1 use the Lot, or permit the Lot to be used, for any unlawful purpose;

8.2 do or commit or cause permit or suffer to be done or committed on or about the Lot or Common Property, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

8.3 change the use or alter the character of the Lot unless the consent of the Corporation has been obtained by a special resolution at a general meeting of the Corporation;

8.4 be inappropriately clothed when upon any part of a Lot so as to be visible from another Lot or from the Common Property;

8.5 cause or allow loud noise or any other nuisance, disturbance or noise to be made in or to emanate from the Lot;

8.6 conduct or allow any auction sale fire sale warehouse sale or liquidation sale on the Lot;

8.7 affix any television or radio mast or antenna to any part of the Lot or use or operate any music or instrument, gramophone radio set television amplifier or other sound producing equipment in the Lot or any part of the Lot in such a manner as to enable to be heard outside the Lot;

8.8 hang any laundry or other items out to dry or air in public view on any part of a Lot;

8.9 display "for let", "for sale" or other such signs on or about the Lot;

AND furthermore, a person bound by these by-laws must:

8.10 upon all rates, taxes, charges, outgoings and assessments in respect of their Lot becoming payable, forthwith pay the same;

8.11 if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporations reasonable costs in connection therewith.

8.12 comply with any reasonable direction or request from the Corporation.

9. **Alteration to Lots**

9.1 For the purpose of this by-law "prescribed work" means:

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

9.1.2 the alteration of the external appearance of a building or structure.

9.2 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon their Lot other than upon the following terms and conditions:-

9.2.1 such person has submitted a proposal for such prescribed work to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;

9.2.2 such person has consulted with any architect appointed by the Corporation to advise it in respect of such prescribed work and paid to the Corporation the costs incurred by the Corporation of engaging such architect;

9.2.3 such person obtains the consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed work;

9.2.4 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;

9.2.5 all work shall be carried out strictly in accordance with the provisions of any consents granted or terms laid down for such works either by the Corporation or any government or statutory authority;

9.2.6 all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner;

9.2.7 all work shall be undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;

9.2.8 all Common Property shall be fully protected against damage;

9.2.9 any damage caused to Common Property shall be rectified by such person to the satisfaction of the Corporation;

9.2.10 all Common Property areas shall be left in a clean and tidy condition on a daily basis;

9.2.11 all work shall be undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;

9.2.12 such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such prescribed work and shall upon request from the Corporation provide the Corporation with a copy of such insurance policy or cover;

9.2.13 such person shall permit the Corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and

9.2.14 any rubble or refuse arising from the performance of such prescribed work must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation;

9.2.15 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 where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.

9.3 Save and except for any prescribed work referred to in by-law 9.2 hereof and performed or carried out in accordance with such by-law 9.2 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 approval in writing of the Corporation.

10. Right to Enter Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the 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

10.1 to inspect the Lot;

10.2 to carry out maintenance repairs or work;

and

10.3 to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-laws are being observed.

11. Observance of By-laws

11.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity;

11.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability or any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

PART 5 - COMMON PROPERTY

12. Use of Common Property

A person bound by these by-laws must not:

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

12.2 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 Community Corporation, their customers, clients or visitors;

12.3 make, or allow their invitees or visitors to make undue noise in or about any Lot or the Common Property;

12.4 park or stand a motor vehicle in a parking space allocated for others or on a part of the Common Property 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;

12.5 without the consent of the Corporation damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;

12.6 dispose or throw upon the Common Property any rubbish dirt dust or other material or any appliance chattel or other article or thing except in the receptacle or areas (if any) specifically provided therefor;

12.7 smoke, or consume any alcohol except in designated areas.

13. Corporation to keep Common Property in Good Repair

13.1 The Corporation must keep the Common Property tidy and in a state of good and serviceable repair.

13.2 The Corporation shall maintain any landscaping which forms a portion of the Common Property in good health and condition including the replacement of any vegetation which dies or becomes seriously diseased.

14. Disposal of Garbage

14.1 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; and

14.2 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.

15. Insurance

15.1 The Primary Corporation shall ensure that there is one (1) Policy of Insurance for all Community Corporations within the Primary Community Parcel.

Such Policy of Insurance shall be in accordance with Division 2 of Part 10 of the Community Titles Act, and the Corporation will ensure that the Policy of Insurance is administered by the manager appointed pursuant to By-Laws 2.3 and 2.4 above.

The manager will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the Lot Owners to enable payment of the premium for the Policy of Insurance.

15.2 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder' s Lot.

The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as 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.

15.3 Each Lotholder shall carry and maintain their own insurance over all the buildings and improvements on their Lot.

The Policy of Insurance to be carried and maintained by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirements being that such a policy of insurance shall give cover against risks that a normally prudent person would insure against, shall be for the full cost from time to time of replacing the buildings and improvements on the Lot and shall cover incidental costs such as demolition, site clearance and architect's fees, In to event of a claim, any excess or shortfall resulting from under insurance shall be met by the Lotholder.

15.4 Proof of coverage by way of a copy of the Lotholder' s current receipted insurance schedule or policy shall be supplied to the Corporation on request.

16. Indemnity and Release

A person bound by these by-laws shall:

16.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses 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 on 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;

16.2 Occupy and use and keep the Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by the 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.

17. 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.

18. Permits

18.1 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;

18.2 The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel;

18.3 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;

18.4 The Corporation may grant a permit either for a term of up to twelve (12) months and/or for an identified activity or schedule of activities as it thinks appropriate;

18.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws;

18.6 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;

18.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020: CO36: 02

19. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum prescribed under the Act.

20. 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.

21. 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.

22. 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.

23. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if left on the Lot addressed to the Lotholder or if addressed to the Lotholder at the last known address of the Lotholder and forwarded by pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:CO36:02

SCHEME DESCRIPTION

COMMUNITY PLAN NO.

SOUTHCOTT
BETWEEN ELY PLACE AND GILLES, CARDWELL
AND HALIFAX STREETS, ADELAIDE

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:CO36:02

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

Scheme Description
Development No. 020:0036:02

COMMUNITY SCHEME DESCRIPTION

COMMUNITY PLAN NO.

This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the Community Titles Act and Regulations.

1. **DEFINITIONS**

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

"Act" means the Community Titles Act 1996 as amended;

"Common Property" means the Common Property created by the Community Plan;

"Corporation" means Community Corporation Number constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Community Plan" means Community Corporation Plan No.

"Council" means the Corporation of the City of Adelaide;

"Developer" means Southcott Pty Ltd ACN 007 870 662;

"Lot" means a Community Lot comprised in the Community Plan.

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 singular includes the plural and vice versa;

1.4 the word "person" includes a firm, a body corporate, an association or an authority;

1.5 words of any gender include every gender;

1.6 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;

1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;

1.8 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY

2.1 The Community Parcel and the Lots and Common Property into which the parcel is to be divided are identified as the whole of the land comprised in Certificates of Title Register Book Volume 5498 Folios 356, 357, 358, 359, 360, 361, 362, 363, 364, 366, 367, 368, 369, 370, 371, 372, 373, 374, 376, 378, 379, 382, 384, 387, Volume 5566 Folio 454, Volume 5734 Folio 119, Volume 5881 Folio 879, Volume 5899 Folio 106 and portion of Volume 270 Folio 50 being a parcel of land bounded by Halifax Street, Cardwell Street, Gilles Street and Ely Place, Adelaide ("the Land").

2.2 The Community Plan is a primary plan being the division of the Land into six (6) primary community lots and Common Property.

3. PURPOSES FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

3.1 Lots 201, 202 and 204 are intended for use for residential purposes, and for associated car parking and storage.

3.2 Lots 203, 205 and 206 maybe further developed for residential and/or commercial purposes.

3.3 The Common Property is intended for use for access purposes and for the provision of service infrastructure.

3.4 The Common Property marked "Private Road C (Common Property)" running east/west between Ely Place and Cardwell Street at the southern end of the development between Lots 201 and 202 is for the exclusive use of the lot owners and occupiers of Lots 201 and 202 for access purposes.

3.5 The Common Property marked "Private Road B (Common Property)" running between Cardwell Street and the western boundary at the northern end of the development between Lots 203 and 205 is for the exclusive use of the lot owners and occupiers of Lots 203, 204 and 205 for access purposes.

3.6 The Common Property marked "Private Road A (Common Property)" running north/south at the western side of the development with an entrance from Ely Place will be for the exclusive use of the lot owners and occupiers of Lot 204 for access purposes.

3.7 Notwithstanding any exclusive access rights created above, all Common Property shall be accessible by emergency and general maintenance services for the benefit of the Community Corporation.

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 Paragraphs 5 and 6.

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 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 intends to construct a number of three storey semi-detached townhouses on Lots 201 and 202 and a number of two storey semi-detached townhouses on Lot 204 for residential use. The construction will be in accordance with the development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority.

5.2 The Developer intends to complete the development referred to in Paragraph 5.1 within twenty four (24) months of the deposit of the Community Plan.

6. DEVELOPMENT OF THE COMMON PROPERTY

6.1 It is intended that the Common Property will be comprised of:

6.1.1 the external structures of the buildings constructed on the Community Parcel;

6.1.2 roadways and walkways for access to the Lots and Lot subsidiaries;

6.1.3 landscaping; and

6.1.4 service infrastructure.

6.2 The Developer intends to construct the improvements referred to in Paragraph 6.1 on the Common Property. Any such construction shall be in accordance with the relevant development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.

6.3 The standard of the work to be performed and the materials to be used on the Common Property will be a fair average standard or such higher standard as the Developer, in its absolute discretion, may determine.

7. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993

The division of the Community Parcel and development of the buildings on the Lots are subject to conditions imposed by the relevant planning authority pursuant to development approvals numbered DA 020/CO36/02.

8. STAGING OF DEVELOPMENT

The Developer will complete development of the residential townhouses which are intended to be constructed on Lots 201, 202 and 204 in accordance with the development approvals referred to in Paragraph 5.1.

9. OTHER IMPORTANT FEATURES OF THE SCHEME

9.1 It is intended that Lot 201 will be divided by a secondary community plan comprising eleven (11) community lots and common property. The secondary lots will be used for residential purposes.

9.2 It is intended that Lot 202 will be divided by a secondary community plan comprising ten (10) community lots and common property. The secondary lots will be used for residential purposes.

9.3 It is intended that Lot 204 will be divided by a secondary community strata plan comprising eight (8) secondary strata lots and common property. The secondary strata lots will be used for residential purposes

9.4 It is anticipated that Lots 203, 205 and 206 may be further divided by a Secondary Community Plan comprising Lots to be used primarily for residential and/or commercial purposes. Any further division of Lots 203, 205 and 206 will be permitted, subject to all required development approvals being obtained.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:CO36:02

10. OTHER INFORMATION REQUIRED BY THE REGULATIONS

No other information is required by the regulations.

EXECUTED by **SOUTHCOTT PTY LTD)**
in accordance with its Constitution)
in the presence of:)

.....
Director

.....
Director/Secretary

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**Scheme Description
Development No. 020:CO36:02**

ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

The Development Assessment Commission hereby endorses this scheme description in accordance with Section 14(4)(d) of the Community Titles Act 1996 and confirms that:

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title Land Division of the land into six (6) Primary Community Lots and Common Property.

2. However, this endorsement does not limit the Development Assessment Commission's (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or any other authorisations still required.

3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community lot and other forms of development (as defined in the Development Act 1993) that have not to date received all the required consents. Similarly, other forms of development (as defined in the Development Act, 1993) that have not been discussed in the scheme description will require an application to be lodged with the relevant planning authority for the necessary consents.

SIGNED

.....
As delegate of the Development Assessment Commission

WITNESS

.....

Date:.....

Orig. LF 10021649

12:26 2-Jul-2004
2 of 4 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

SERIES NO.	PREFIX
2	LF

AGENT CODE

Lodged by: NORMAN WATERHOUSE NWAM

Correction to:

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor

BELOW THIS LINE FOR OFFICE USE ONLY

Date:	Time:
FEES	
R.G.O.	POSTAGE
98.00	

PICK-UP NO.	9710379
CP	21998
DEV. NO.	020: C508: 03

Lands Titl 16:46 07/07/04 184325
REGISTRATION FEE $98.00

CORRECTION	PASSED

FILED 29 JUL 2004

pro REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE

© CORPORATE FORMS PTY LTD (May 2000)

Lic No.1

normanwaterhouse

DO NOT DETACH
Doc. No. 10021649
Initials
Date 27.7.2004

Norman Waterhouse
Lawyers

Level 15
45 Pirie Street Adelaide

GPO Box 639 Adelaide
South Australia 5001

Telephone +61 8 8210 1200
Facsimile +61 8 8210 1234
www.normans.com.au
DX 397 Adelaide

BY HAND
Ref: 0240243\NRW0361746.doc

27 July 2004

Ms Jenny Cottnam
Land Titles Office
101 Grenfell Street
ADELAIDE SA 5000

Dear Jenny

CP 21998 - Scheme Description

I refer to our previous discussions in relation to this matter.

I confirm that the Scheme Description has been prepared to be consistent with the primary Scheme Description but in doing so, the defined Common Property is incorrect. The Common Property at Secondary level does not include the external walls of the buildings, driveway areas, pedestrian access and landscaping, these are all primary Common property. The Common Property at Secondary level comprises Service Infrastructure.

I trust this information is sufficient for your purposes.

Yours faithfully
NORMAN WATERHOUSE

Natalie Westover
REGISTERED CONVEYANCER
Direct Line: (08) 8210 1213 or 0413 055 169
e-mail: nwestover@normans.com.au

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TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

SCHEME DESCRIPTION

COMMUNITY PLAN NO. 21998

SOUTHCOTT
BETWEEN ELY PLACE AND GILLES, CARDWELL AND HALIFAX STREETS, ADELAIDE

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

COMMUNITY SCHEME DESCRIPTION

COMMUNITY PLAN NO. 21998

This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the Community Titles Act and Regulations.

1. DEFINITIONS

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

"Act" means the Community Titles Act 1996 as amended;

"Common Property" means the Common Property created by the Community Plan;

"Corporation" means Community Corporation Number 21998 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Community Plan" means Community Corporation Plan No. 21998;

"Council" means the Corporation of the City of Adelaide;

"Developer" means Southcott Pty Ltd ACN 007 870 662;

"Lot" means a Community Lot comprised in the Community Plan;

"Primary Lot 202" means Lot 202 in the Primary Plan;

"Primary Plan" means Community Plan No. 21996;

"Primary Community Corporation" means Community Corporation No. 21996 Inc.

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 singular includes the plural and vice versa;

1.4 the word "person" includes a firm, a body corporate, an association or an authority;

1.5 words of any gender include every gender;

1.6 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;

1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;

1.8 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY

2.1 The Community Parcel and the Lots and Common Property into which the parcel is to be divided is identified as Lot 202 in the Primary Plan being portion of the land comprised in Certificates of Title Register Book Volume 5498 Folios 361, 362, 363 and portion of Folios 366, 367 and 370 ("the Land").

2.2 The Community Plan is a secondary plan being the division of a lot into twelve (12) secondary community lots and Common Property.

3. PURPOSES FOR WHICH THE LOTS MAY BE USED

The Lots are to be used for residential purposes, and for associated car parking and storage.

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 Paragraphs 5 and 6.

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 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 LOTS

5.1 The Developer intends to construct one (1) three storey dwelling on each Lot for residential use, in accordance with the development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority.

5.2 The Developer intends to complete the development works referred to in Paragraph 5.1 within twenty four (24) months of the deposit of the Community Plan.

6. DEVELOPMENT OF THE COMMON PROPERTY

6.1 It is intended that the Common Property will be comprised of:

6.1.1 the external structures of the buildings constructed on the Community Parcel;

6.1.2 driveway areas and pedestrian access areas for the access to the Lots;

6.1.3 landscaping; and

6.1.4 service infrastructure.

6.2 The Developer intends to construct the improvements referred to in Paragraph 6.1 on the Common Property. Any such construction shall be in accordance with the relevant development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.

6.3 The standard of the work to be performed and the materials to be used on the Common Property will be a fair average standard or such higher standard as the Developer, in its absolute discretion, may determine.

7. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993

The division of the Community Parcel and the construction of the dwellings on the Lots are subject to conditions imposed by the relevant planning authority pursuant to Development Approval Number 020/C508/03.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

8. OTHER IMPORTANT FEATURES OF THE SCHEME

8.1 Primary Common Property in the Primary Plan marked "Private Road C (Common Property)" which runs east west between Lots 201 and 202 is for the exclusive use of the owners and/or occupiers of the Lots following division of Primary Lot 202 and the owners and/or occupiers of Primary Lot 201 for access purposes.

8.2 Notwithstanding any exclusive access rights created above, all Common Property shall be accessible by emergency and general maintenance services for the benefit of the Primary Community Corporation.

9. OTHER INFORMATION REQUIRED BY THE REGULATIONS

No other information is required by the regulations.

EXECUTED by **SOUTHCOTT PTY LTD** in accordance with its Constitution in the presence of:)

.....Director

.....~~Director~~/Secretary

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

Scheme Description
Development No. 020:C508:03

ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

The Corporation of the City of Adelaide hereby endorses this scheme description in accordance with Section 3(11) of the Community Titles Act 1996 and confirms that:

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title Land Division of the land into twelve (12) Community Lots and Common Property.

2. However, this endorsement does not limit the Council's (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or any other authorisations still required.

3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community lot and other forms of development (as defined in the Development Act 1993) that have not to date received all the required consents. Similarly, other forms of development (as defined in the Development Act, 1993) that have not been discussed in the scheme description will require an application to be lodged with the relevant planning authority for the necessary consents.

SIGNED

.....

Principal Planner Adam Mrotek
As delegate of the Corporation of the City of Adelaide

WITNESS

.....

Date: 19/3/2004

ADELAIDE CITY COUNCIL

RECEIVED
24 MAR 2004
FYFE SURVEYORS PTY LTD
13349

Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaidecitycouncil.com

Enquiries: **Adam Newband 8203 7521**
Reference: **2001/07317**

17 March 2004

KINSMEN LTD
C/- Fyfe Surveyors P/L
PO BOX 114
KENT TOWN SA 5071

Dear KINSMEN LTD,

Development Application:	**CO/12/2003**
Proposed Development:	**Community Title - create 12 titles from 1 (amended plan – 2 additionals lots and variation to condition 3)**
Location of Proposed Development:	**262-280 Gilles Street, Adelaide SA 5000**

Development Approval

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this approval.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this approval. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide 5000 (Postal Address, GPO Box 2465, Adelaide 5001).

Please be advised that this approval will lapse twelve months after the operative date of the decision if the applicant has not commenced the approved development by way of substantial work on the site. In addition, the development must be substantially or fully completed within 3 years of the date of the approval.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully

Adam Newband
Planner – Development Assessment

DECISION NOTIFICATION FORM

APPLICATION DATED: **16-Jun-2003** APPLICATION REGISTERED ON: **16-Jun-2003**	FILE REFERENCE: **2001/07317** CONTACT OFFICER: **Adam Newhand 8203 7521**

Development Application:	CO/12/2003 (amended plan)
Applicant:	KINSMEN LTD
Nature of Development:	Community Title - create 12 titles from 1 (amended plan – 2 additionals lots and variation to condition 3)
Location:	262-280 Gilles Street, Adelaide SA 5000

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Granted**	**17 March 2004**	**5**
Community Title Consent	**Granted**	**17 March 2004**	**Nil**
Development Approval	**Granted**	**17 March 2004**	**5**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) 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 have expired.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **17 March 2004**

Signed: Adam Newhand

Date: 18/3/2004

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[3] Sheets Attached

ADELAIDE CITY COUNCIL

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Development Application: CO/12/2003 (amended plan – 2 additionals lots and variation to condition 3)

Applicant: KINSMEN LTD

Location: 262-280 Gilles Street, Adelaide SA 5000

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1. **The development granted Development Approval shall be undertaken in accordance with the plans/amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the amended details

2. **The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met (SA Water 10/03 Water/Sewer).**

Reason: To satisfy the requirements of the Development Assessment Commission.

3. **Payment of $3660 shall be made into the Planning and Development Fund (2 allotments @ $1830 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au**

Reason: To satisfy the requirements of the Development Assessment Commission.

4. **The necessary easements shall be granted to the SA Water Corporation free of cost.**

Reason: To satisfy the requirements of the Development Assessment Commission.

5. **Two copies of a certified survey plan shall be lodged with the Development Assessment Commission for Certificate purposes.**

Reasons: To satisfy the requirements of the Development Assessment Commission.

ADELAIDE CITY COUNCIL

ADVISORY NOTES

Development Application:	CO/12/2003 (amended plan – 2 additionals lots and variation to condition 3)
Applicant:	KINSMEN LTD
Location:	262-280 Gilles Street, Adelaide SA 5000

The following matters are not conditions of the decision but require your further attention:

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7426.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.

Certificate of Title

Information from the Lands Titles Office has revealed that the subject land is contained in Certificates of Title Volume 5498 Folios 361, 362 and 363 and portion of Certificates of Title Volume 5498 Folios 366, 367 and 370 the Registered Proprietor being SOUTHCOTT PTY. LTD.

Certificates of Title Volume 5498 Folios 361, 362 and 363 are subject to and together with rights of way over the 3.05 metre wide private road off Cardwell Street.

It is the intention of the Primary Community Plan DA 020/C036/02 to merge and extinguish the existing rights of way.

Access to the proposed lots is to be over the private road being created simultaneously with the subject Lot 202.

Data and endorsements as shown on CO/0012/03 are subject to certified survey and acceptance by the Registrar General for deposit in the Lands Titles Office.

Public Utilities

The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.

Land Division (Section 51) Certificate

I advise that Council's requirements have been satisfied and to this end, Council has no objection to the issuing of Land Division Certificate.

Expiration Time of Approval (Land Division)

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the consent / approval will lapse at the expiration of 3 years.

Servicing Arrangements
SA Water Corporation further advise that the developer should inform potential purchasers of the community lots in regards to the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at FULL cost to the owner/applicant.

Orig. LF 10021650

12:26 2-Jul-2004
3 of 4 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

SERIES NO.	PREFIX
3	LF

AGENT CODE

Lodged by: } NORMAN WATERHOUSE NWAM

Correction to: }

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor

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Date:	Time:
FEES	
R.G.O.	POSTAGE
98.00	

PICK-UP NO.	9710379
CP	21998
DEV. NO.	020: C508: 03

Lands Titl 16:46 07/07/04 184325
REGISTRATION FEE $98.00

CORRECTION	PASSED

FILED 29 JUL 2004

pro REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE

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TERMS OF INSTRUMENT
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LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

BY-LAWS

COMMUNITY PLAN NO. 21998

SOUTHCOTT BETWEEN ELY PLACE AND GILLES, CARDWELL AND HALIFAX STREET, ADELAIDE

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By-Laws
Development No. 020:C508:03

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By-Laws
Development No. 020:C508:03

COMMUNITY TITLES ACT
BY-LAWS
COMMUNITY CORPORATION NO. 21998 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 and Regulations.

PART 1 – DEFINITIONS

1. The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to these by-laws and unless the context otherwise requires, the expressions:-

"The Act" means the Community Titles Act 1996 as amended;

"Common Property" means the Common Property created by Community Plan No. 21998;

"The Corporation" means Community Corporation No. 21998 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"The Community Parcel" means the whole of the land comprised in Community Plan No. 21998;

"Lot" means a primary, secondary or tertiary Community Lot within the Community Parcel;

"Lotholder" means the Owner of a Lot;

"Occupier" of a Lot includes, if a Lot is unoccupied, the Owner of the Lot;

"Primary Lot 202" means Lot 202 in the Primary Plan;

"Primary Plan" means Community Plan No. 21996;

"Primary Community Corporation" means Community Corporation No. 21996.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

(a) a reference to an instrument includes any variation or replacement of it

(b) 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

(c) the singular includes the plural and vice versa

(d) the word "person" includes a firm, a body corporate, an association or an authority

(e) words of any gender include every gender

(f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns

(g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later

(h) headings are inserted for convenience and do not affect the interpretation of these by-laws.

If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, then it is severed. The remainder of these by-laws will continue to 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:

2.2.1 the appointment of a manager pursuant to by-law 2.3;

2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds $10,000;

2.2.3 the Corporation's obligations regarding the insurance under the Act.

2.3 The Corporation may appoint a manager to assist the Corporation to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.

2.4 The manager shall be appointed on a contract that is for an initial term of five (5) years, but is subject to annual review by the Corporation.

2.5 If on annual review the Corporation is dissatisfied with the performance of the manager, the Corporation may terminate the management contract.

2.6 The first manager is Whittles Management Services Pty Ltd.

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 invitees. ~~for access purposes.~~

PART 3 - COMMUNITY PARCEL

4. **Use of Community Parcel**

A person bound by these by-laws must not on the Community Parcel without the consent of the Corporation:

4.1 break, pull up, damage, destroy or remove any tree, shrub or plant;

4.2 dig, damage, disfigure, remove or in any way interfere with the soil, turf or any grass plot, lawn or playing surface;

4.3 unlawfully set aside or attempt to exclude the public from any section of the Community Parcel;

4.4 fly or attempt to fly any kite, airfoil or toy or any powered model aircraft or glider;

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

4.6 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons;

4.7 perform the work of repairing, washing, painting, panel-beating or other work of any nature on or to any vehicle, except in an area specifically set aside for that purpose and identified as such, and provided that this paragraph shall not extend to running repairs in the case of breakdown;

4.8 preach or harangue;

4.9 ride or drive any vehicle or animal or run, stand or walk on any flower bed or garden plot;

4.10 carry, use, discharge or explode any fire arm, explosive, fire works, air gun or any other weapon;

4.11 obstruct any footway road or path;

4.12 use or occupy any caravan or other vehicle as a place of habitation;

4.13 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;

4.14 place or cause to be placed a moveable sign in a public place in such a manner as to obstruct the vision of the driver of a vehicle at junctions or intersections;

4.15 rollerblade, rollerskate or ride a skateboard; or

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

5. **Animals**

Subject to the Act, a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot.

PART 4 - USE OF LOTS

6. **Good Repair**

A Lotholder must:

6.1 maintain the Lot in good repair;

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

6.3 carry out any work ordered by the Corporation in respect of the Lot.

7. **Purposes for which the Lots and Common Property may be used**

7.1 The Lots are intended for use for residential purposes, and for associated car parking and storage.

7.2 The Common Property is intended to be used ~~for access purposes and~~ for the provision of service infrastructure.

7.3 Primary Common Property in the Primary Plan marked "Private Road C (Common Property)" which runs east west between Primary Lots 201 and 202, is for exclusive use of the owners and/or occupiers of the Lots following division of Primary Lot 202 and the owners and/or occupiers of Primary Lot 201 for access purposes.

7.4 Notwithstanding any exclusive access rights created above, all Common Property shall be accessible by emergency and general maintenance services for the benefit of the Primary Community Corporation.

8. **Use of Lot**

A person bound by these by-laws must not without the consent of the Corporation:

8.1 use the Lot, or permit the Lot to be used, for any unlawful purpose;

8.2 do or commit or cause permit or suffer to be done or committed on or about the Lot or Common Property, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

8.3 change the use or alter the character of the Lot unless the consent of the Corporation has been obtained by a special resolution at a general meeting of the Corporation;

8.4 be inappropriately clothed when upon any part of a Lot so as to be visible from another Lot or from the Common Property;

8.5 cause or allow loud noise or any other nuisance, disturbance or noise to be made in or to emanate from the Lot;

8.6 conduct or allow any auction sale fire sale warehouse sale or liquidation sale on the Lot;

8.7 affix any television or radio mast or antenna to any part of the Lot or use or operate any music or instrument, gramophone radio set television amplifier or other sound producing equipment in the Lot or any part of the Lot in such a manner as to enable to be heard outside the Lot;

8.8 hang any laundry or other items out to dry or air in public view on any part of a Lot;

8.9 display "for let", "for sale" or other such signs on or about the Lot;

8.10 undertake extensive landscaping or drilling ground water wells on or about the Lot;

AND furthermore, a person bound by these by-laws must:

8.11 upon all rates, taxes, charges, outgoings and assessments in respect of their Lot becoming payable, forthwith pay the same;

8.12 if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs in connection therewith.

8.13 comply with any reasonable direction or request from the Corporation.

9. **Alteration to Lots**

9.1 For the purpose of this by-law "prescribed work" means:

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

9.1.2 the alteration of the external appearance of a building or structure.

9.2 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon their Lot other than upon the following terms and conditions:-

9.2.1 such person has submitted a proposal for such prescribed work to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;

9.2.2 such person has consulted with any architect appointed by the Corporation to advise it in respect of such prescribed work and paid to the Corporation the costs incurred by the Corporation of engaging such architect;

9.2.3 such person obtains the consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed work;

9.2.4 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;

9.2.5 all work shall be carried out strictly in accordance with the provisions of any consents granted or terms laid down for such works either by the Corporation or any government or statutory authority;

9.2.6 all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner;

9.2.7 all work shall be undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;

9.2.8 all Common Property shall be fully protected against damage;

9.2.9 any damage caused to Common Property shall be rectified by such person to the satisfaction of the Corporation;

9.2.10 all Common Property areas shall be left in a clean and tidy condition on a daily basis;

9.2.11 all work shall be undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;

9.2.12 such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such prescribed work and shall upon request from the Corporation provide the Corporation with a copy of such insurance policy or cover;

9.2.13 such person shall permit the Corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and

9.2.14 any rubble or refuse arising from the performance of such prescribed work must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation;

9.2.15 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 where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.

9.3 Save and except for any prescribed work referred to in by-law 9.2 hereof and performed or carried out in accordance with such by-law 9.2 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 approval in writing of the Corporation.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

10. **Right to Enter Lot**

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the 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

10.1 to inspect the Lot;

10.2 to carry out maintenance repairs or work;

and

10.3 to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-laws are being observed.

11. **Observance of By-laws**

11.1 Where these by-laws restrict the behavior or activity of a Lotholder or Occupier of a Lot there shall be imposed upon that Lotholder or Occupier an obligation not to permit that behavior or activity;

11.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability or any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

PART 5 - COMMON PROPERTY

12. **Use of Common Property**

A person bound by these by-laws must not:

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

12.2 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 Community Corporation, their customers, clients or visitors;

12.3 make, or allow their invitees or visitors to make undue noise in or about any Lot or the Common Property;

12.4 park or stand a motor vehicle in a parking space allocated for others or on a part of the Common Property 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;

12.5 without the consent of the Corporation damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;

12.6 dispose or throw upon the Common Property any rubbish dirt dust or other material or any appliance chattel or other article or thing except in the receptacle or areas (if any) specifically provided therefor;

12.7 smoke, or consume any alcohol except in designated areas.

13. **Corporation to keep Common Property in Good Repair**

13.1 The Corporation must keep the Common Property tidy and in a state of good and serviceable repair.

13.2 The Corporation shall maintain any landscaping which forms a portion of the Common Property in good health and condition including the replacement of any vegetation which dies or becomes seriously diseased.

14. **Disposal of Garbage**

14.1 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; and

14.2 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.

15. **Insurance**

15.1 The Corporation shall ensure that there is one (1) Policy of Insurance for all Community Corporations within the Primary Community Parcel.

Such Policy of Insurance shall be in accordance with Division 2 of Part 10 of the Community Titles Act, and the Corporation will ensure that the Policy of Insurance is administered by the manager appointed pursuant to By-Laws 2.3 and 2.4 above.

The manager will ensure that sufficient funds are obtained from the contributions to the administrative fund payable by the Lot Owners to enable payment of the premium for the Policy of Insurance.

15.2 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.

The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as 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.

15.3 Each Lotholder shall carry and maintain their own insurance over all buildings and improvements on their Lot.

The Policy of Insurance to be carried and maintained by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirements being that such a policy of insurance shall give cover against risks that a normally prudent person would insure against, shall be for the full costs from time to time of replacing the buildings and improvements on the Lot and shall cover incidental costs such as demolition, site clearance and architect's fees, In the event of a claim, any excess or shortfall resulting from underinsurance shall be met by the Lotholder.

15.4 Proof of coverage by way of a copy of the Lotholder's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

16. **Indemnity and Release**

A person bound by these by-laws shall:

16.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses 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 on 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;

16.2 Occupy and use and keep the Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by the 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.

TERMS OF INSTRUMENT
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LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

17. **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.

18. **Permits**

18.1 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;

18.2 The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel;

18.3 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;

18.4 The Corporation may grant a permit either for a term of up to twelve (12) months and/or for an identified activity or schedule of activities as it thinks appropriate;

18.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws;

18.6 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;

18.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

19. **Offences**

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum prescribed under the Act.

TERMS OF INSTRUMENT
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LANDS TITLES OFFICE

By-Laws
Development No. 020:C508:03

20. **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.

21. **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.

22. **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.

23. **Notice**

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if left on the Lot addressed to the Lotholder or if addressed to the Lotholder at the last known address of the Lotholder and forwarded by pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

Orig. LF 10021651

12:26 2-Jul-2004
4 of 4 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
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AGENT CODE

Lodged by: } NORMAN WATERHOUSE NWAM

Correction to: }

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. .....
2. .....
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4. .....
5. .....

Assessor

PICK-UP NO.	9710379
CP	21998
DEV. NO.	020 : C508 : 03

BELOW THIS LINE FOR OFFICE USE ONLY

Date:	Time:
FEES	
R.G.O.	POSTAGE
98.00	

Lands Titl 16:46 07/07/04 184325
REGISTRATION FEE $98.00

CORRECTION	PASSED
	✓

FILED 29 JUL 2004

pro REGISTRAR-GENERAL

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE

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Lic No.1

LOT 202

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Development Contract
Development No. 020:C508:03

DEVELOPMENT CONTRACT

COMMUNITY PLAN NO. 21998

SOUTHCOTT
BETWEEN ELY PLACE AND GILLES, CARDWELL AND HALIFAX STREETS, ADELAIDE

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Development Contract
Development No. 020:C508:03

COMMUNITY TITLES ACT 1996

DEVELOPMENT CONTRACT

COMMUNITY PLAN NO. 21998

1. INTERPRETATION

In this Development Contract, unless the context otherwise requires:

"Act" means the Community Titles Act 1996;

"By-laws" means the By-laws filed with this Development Contract;

"Common Property" means the Common Property defined in the Plan of Community Division;

"Community Lot" means any piece of land described as a community lot on the Plan of Community Division deposited with this Development Contract;

"Community Parcel" means the whole of the land comprised in the Community Plan;

"Corporation" means Community Corporation No. 21998 Inc constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Council" means the Corporation of the City of Adelaide;

"Developer" means Southcott Pty Ltd ACN 007 870 662, its agents, workmen and contractors;

"Development Consent" means any development authorisation under the Development Act 1993 approved by the relevant planning authority as amended or modified from time to time in relation to the works to be carried out pursuant to this Development Contract;

"Plan of Community Division" means Community Corporation Plan No. 21998;

"Development Works" means the construction of 1 residential apartment townhouse on each of the 12 Secondary Community Lots within the Community Parcel, construction of a roadway for access purposes over the portion marked "Private Road C (Common Property)" at the southern end of the Community Parcel running east/west between Primary Lots 201 and 202 and associated landscaping;

"Scheme Description" means the Scheme Description filed with this Development Contract.

2. IMPORTANT NOTICE

2.1 This Development Contract contains details of a community scheme which is proposed to be developed on the Community Parcel.

Interested parties are advised that the obligations contained in this Development Contract may only be varied or terminated in accordance with the provisions of Sections 50, 69(8) or 70(8) of the Act.

2.2 This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the community scheme concerned. Attention is drawn in particular to the Scheme Description and By-laws which set out the management rules governing this community scheme and which provide details of the rights and obligations of lot owners under this community scheme and the manner in which the community scheme will be developed by the Developer.

2.3 Further particulars about details of the scheme are available at:

2.3.1 the Council; and

2.3.2 the Development Assessment Commission

2.4 The terms of this Development Contract are binding on the Developer and any subsequent purchaser of a relevant Community Lot. In addition the Developer covenants with the owners and subsequent owners of the Community Lots and each of them severally to develop the Community Parcel in accordance with the Development Consent.

3. THE DEVELOPMENT OF THE COMMUNITY PARCEL

3.1 The Community Parcel is part of a residential development under which the purchasers of all of the Community Lots will be required to enter into a certain Development Agreement with the Developer whereby the Developer will construct, at the cost of the purchaser of a Community Lot a single dwelling for residential purposes with associated landscaping on each respective Community Lot.

3.2 The Developer shall perform the Development Works in accordance with Scheme Description and in accordance with the terms and conditions of this Development Contract.

4. DETAILS OF DEVELOPMENT WORKS

4.1 Full details of the Development Works, including the position of the townhouses, design, dimensions, methods and materials of construction,

external appearances and the details of the area to be landscaped are provided on the plans appearing at Annexure "A".

5. DEVELOPMENT AUTHORISATION

Development authorisation under the Development Act 1993 will need to be obtained before the Development Works can be undertaken by the Developer. The obligations of the Developer under this Development Contract are expressly subject to such development authorisation being obtained. In the event that development authorisation cannot be obtained by the Developer so as to allow it to proceed with the Development Works on the Community Parcel then the Developer's obligations under this Development Contract are extinguished.

6. DEVELOPER'S UNDERTAKINGS

6.1 The Developer undertakes to the owners and occupiers from time to time of the Community Lots and to the Corporation that in carrying out the Development Works it will interfere as little as is reasonably practicable with the use and enjoyment by the owners and occupiers of the Community Lots and the Common Property.

6.2 The Developer undertakes to the owners and occupiers from time to time of the Community Lots and the Corporation that it will repair or pay the costs of repairing any damage caused by the Developer to a Community Lot or to the Common Property or to any building or other property on any Community Lot or the Common Property.

7. ACCESS TO THE DEVELOPMENT WORKS

The Developer proposes to obtain access to those areas of the Community Parcel to be developed pursuant to this Development Contract via the common property roadway as set out on the Plan of Community Division.

8. OBLIGATIONS ON COMMUNITY LOT OWNERS AND OCCUPIERS

The Corporation and the owners from time to time of the Community Lots shall allow the Developer access and occupation of the Community Parcel as set out in Clause 7 above hereto for the purposes of carrying out the Development Works required by this Development Contract and such other development envisaged by the Scheme Description.

9. TIMING OF DEVELOPMENT WORK

9.1 The Developer will cause any building work to be carried out on the Community Parcel by its workmen and contractors between Monday to Friday of each week between the hours of 7:00am and 5:30pm and on Saturday and Sunday between the hours of 7:00am and 4:00pm.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Development Contract
Development No. 020:C508:03

9.2 The Developer will cause the Development Works to be practically complete within twenty four (24) months of the deposit of the Community Plan.

10. STANDARD OF DEVELOPMENT

The Developer shall complete the development of the Community Parcel in accordance with the Development Consent. The standard of work to be performed and the materials to be used is to be fair average standard or such higher standard as the Developer in its absolute discretion may determine.

EXECUTED as a deed this 18 day of June 2004

EXECUTED by **SOUTHCOTT PTY LTD**)
in accordance with its Constitution)
in the presence of:)

..... Director

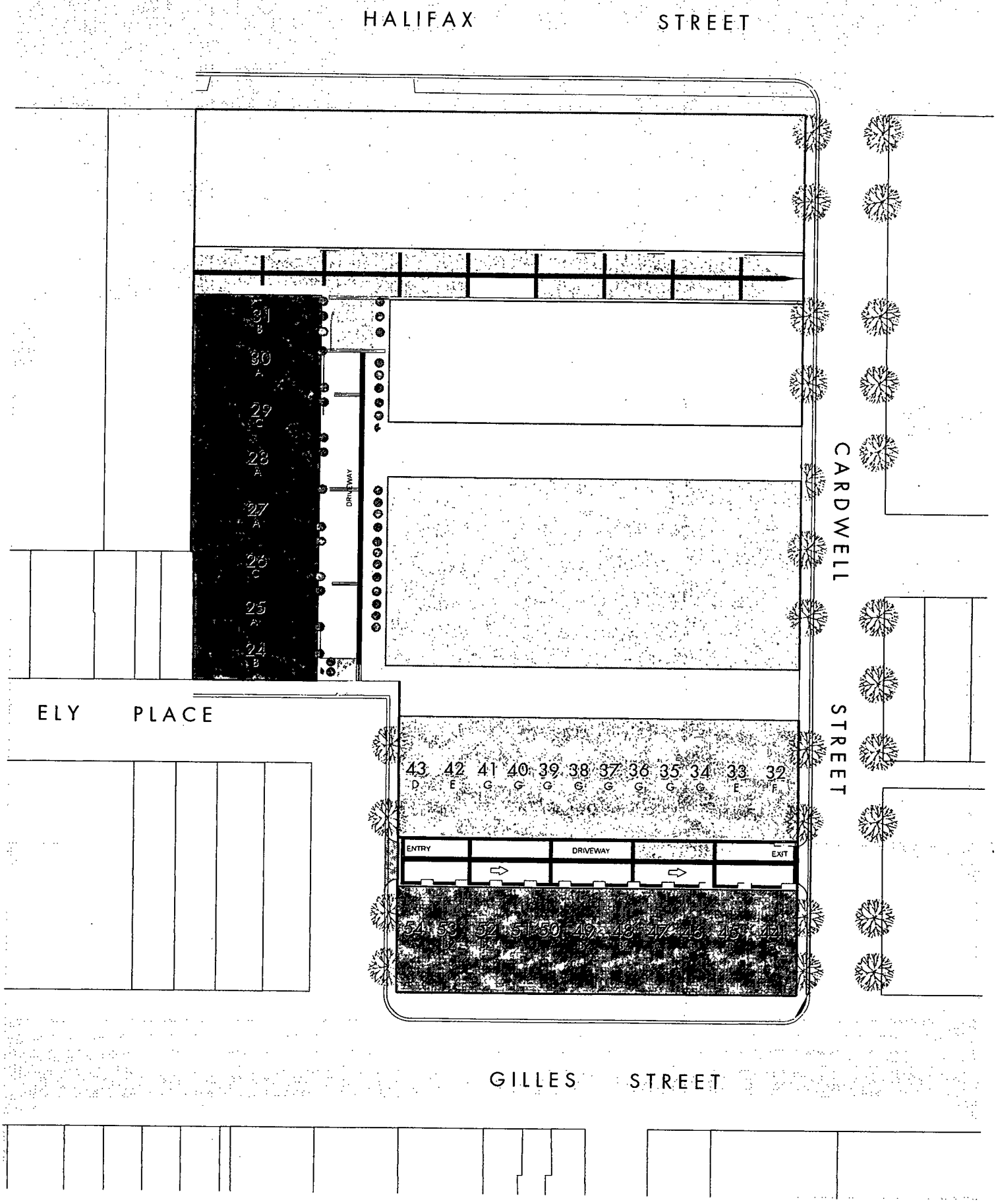
..... ~~Director~~/Secretary

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

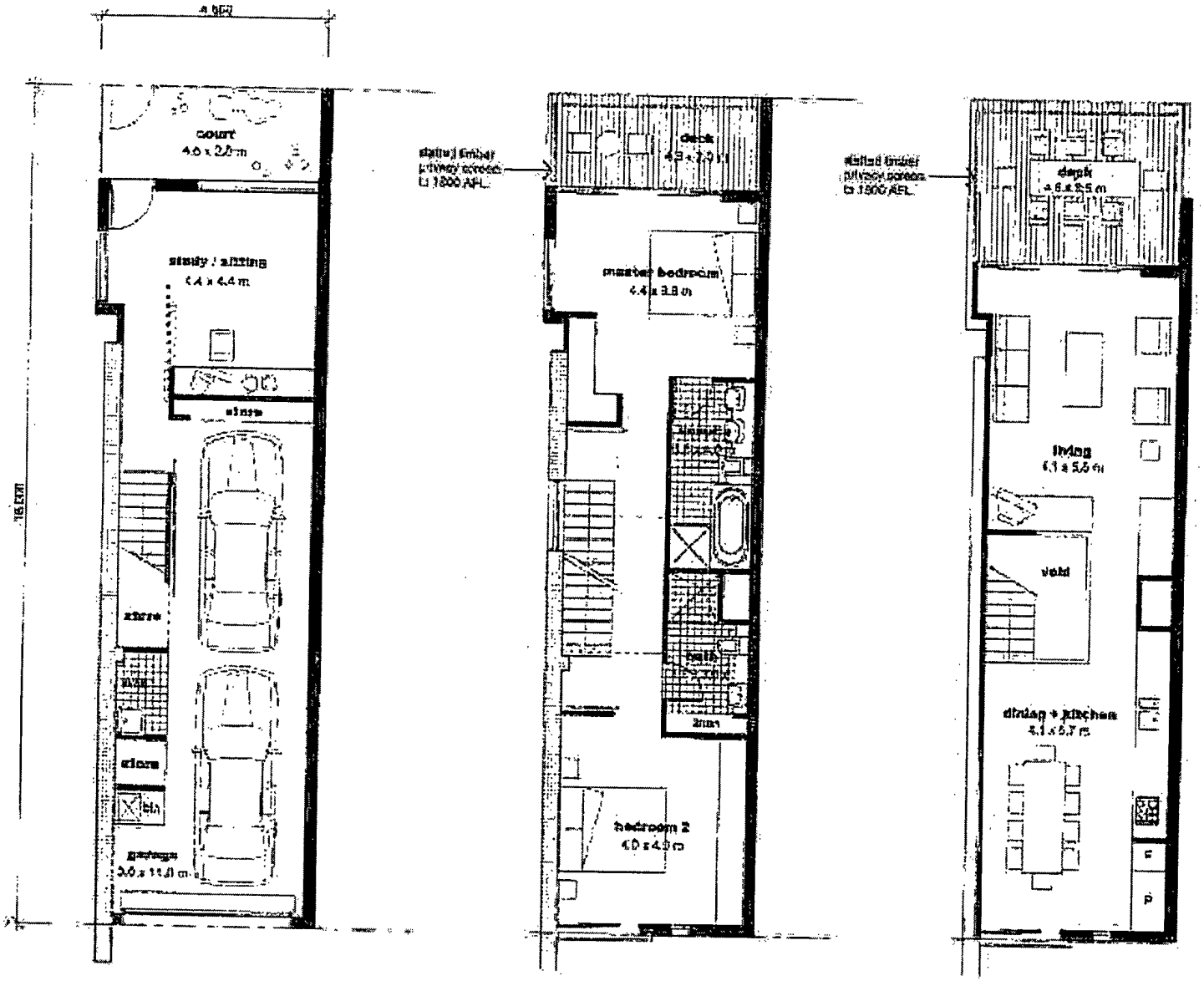
Development Contract
Development No. 020:C508:03

ANNEXURE A

Details of Development Works Including Landscaping


HALIFAX STREET
CARDWELL STREET
ELY PLACE
GILLES STREET
DRIVEWAY
31 B
30 A
29 C
28 A
27 A
26 C
25 A
24 B
43 D
42 E
41 G
40 G
39 G
38 G
37 G
36 G
35 G
34 G
33 E
32 F
ENTRY
DRIVEWAY
EXIT
54 53 52 51 50 49 48 47 46 45 44

southcott terraces



ground floor ⓓ

first floor ⓓ

second floor ⓓ

Southcott

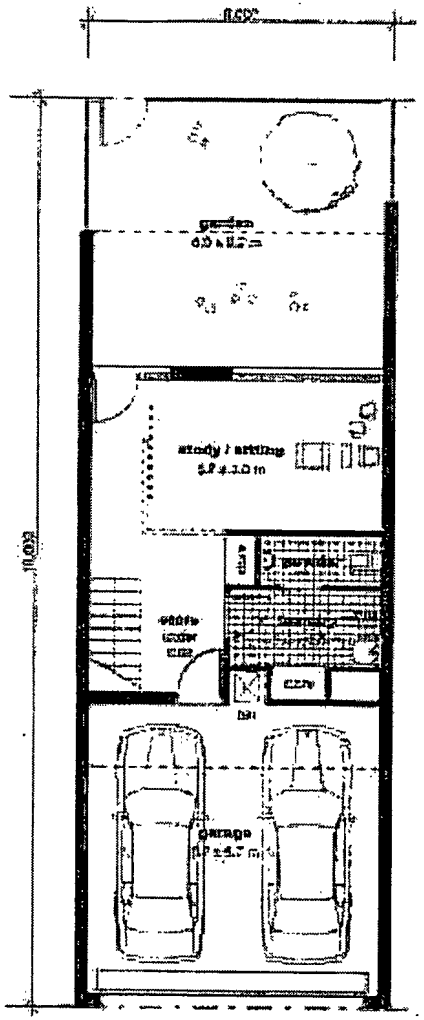
TYPE D	(1 dwelling)
LIVING	136 sqm
BALCONIES	25 sqm
COURTYARD	9 sqm
CARPARK	39 sqm
TOTAL	209 sqm

For illustration purposes only.
All dimensions are approximate.

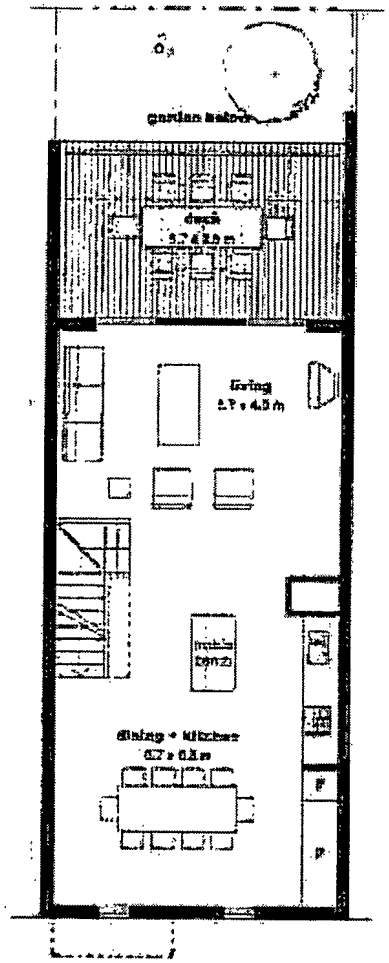
A Kinsmen Development

southcott terraces

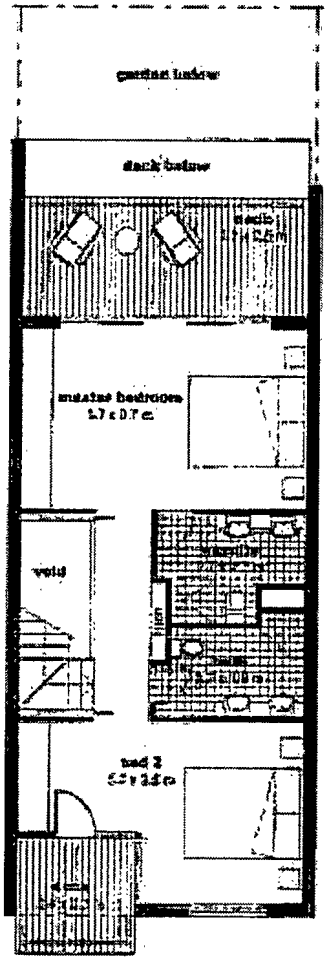
Southcott



ground floor



first floor



second floor

TYPE E (2 dwellings)

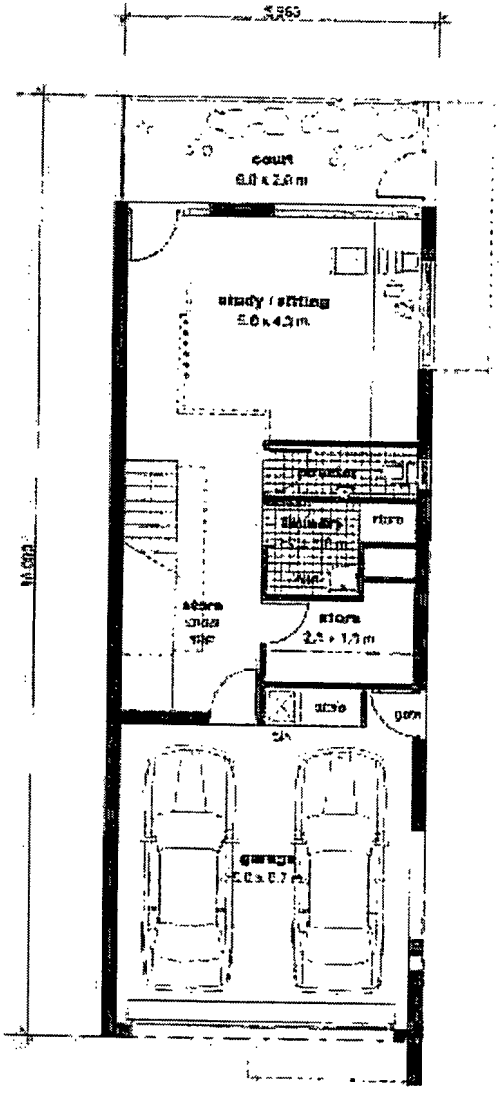
LIVING	164.0 sqm
BALCONIES	19.0 sqm
COURTYARD	31.2 sqm
CARPARK	33.0 sqm
TOTAL	247.2 sqm

For illustration purposes only.
All dimensions are approximate.

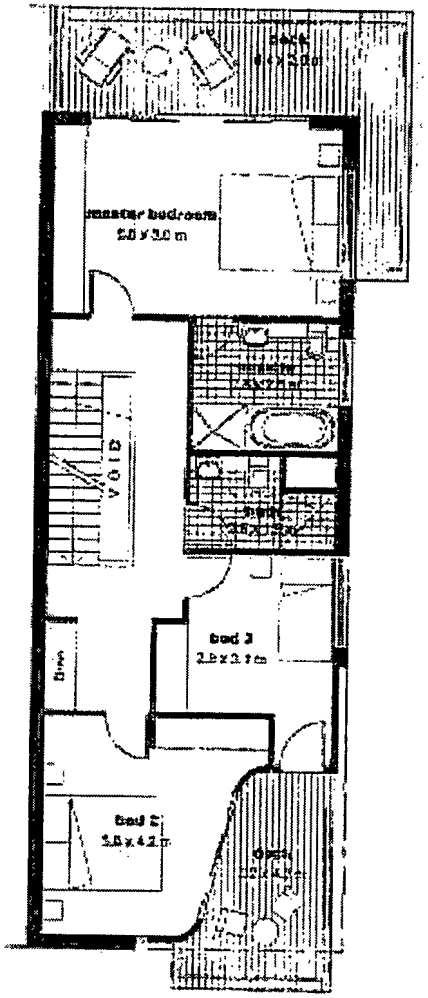
A Kinsmen Development

southcott terraces

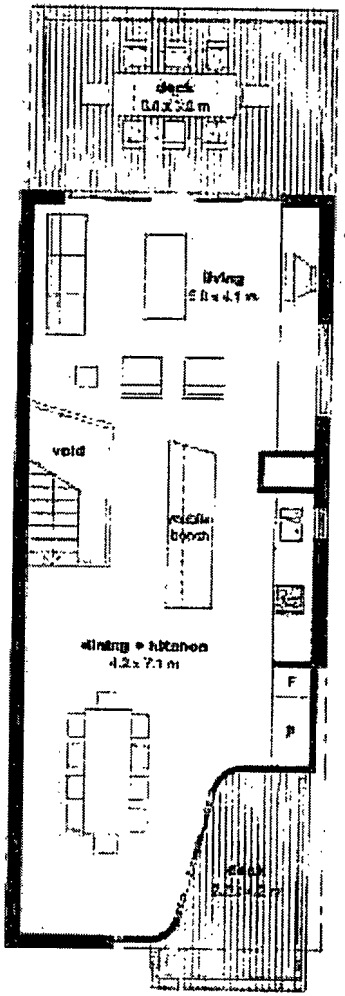
Southcott



ground floor



first floor



second floor

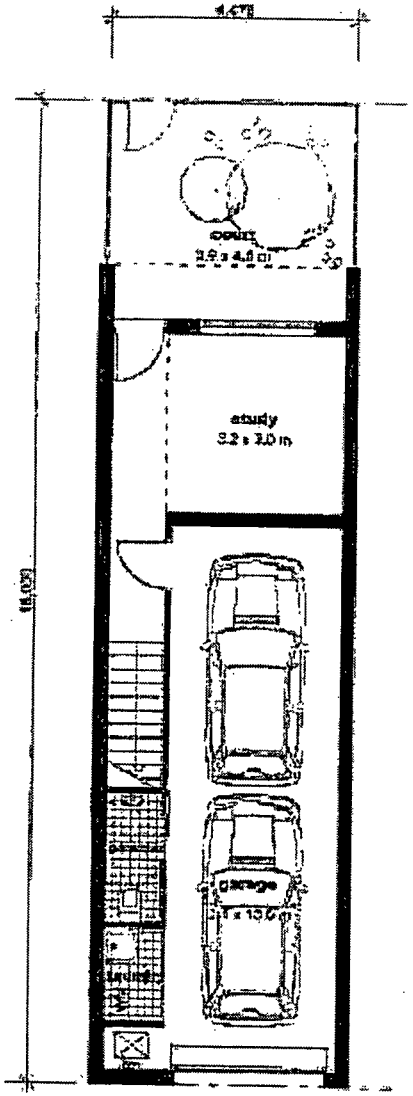
TYPE F (1 dwelling)

LIVING	203 sqm
BALCONIES	53 sqm
COURTYARD	12 sqm
CARPARK	34 sqm
TOTAL	302 sqm

For illustration purposes only.
All dimensions are approximate.

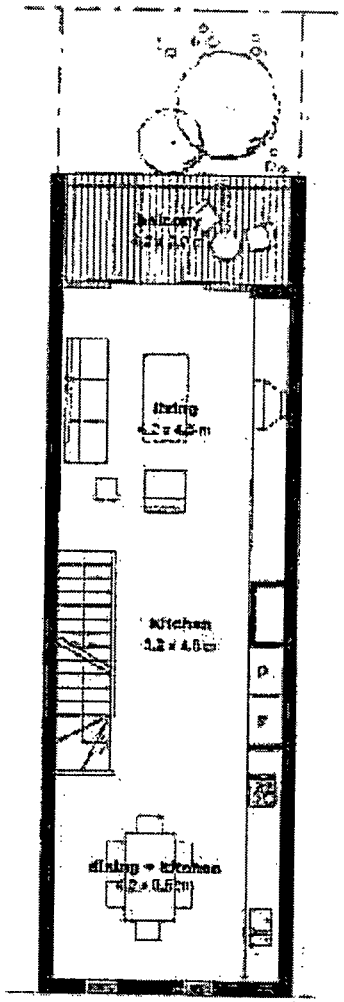
A Kinsmen Development

southcott terraces



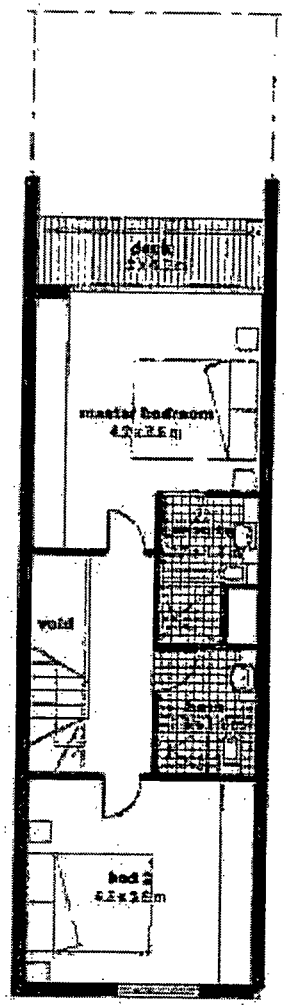
ground floor

(8)



first floor

(8)



second floor

(8)

Southcott

TYPE G (8 dwellings)

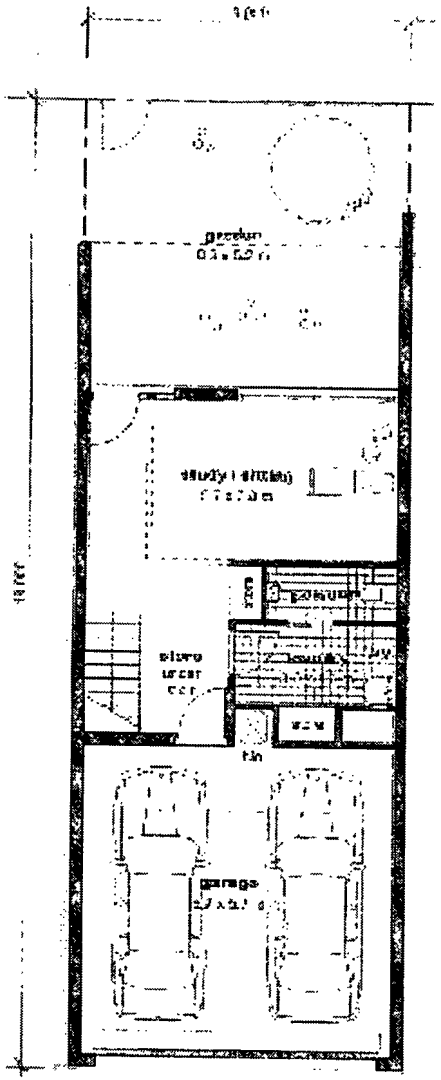
LIVING	130.0 sqm
BALCONIES	13.0 sqm
COURTYARD	17.6 sqm
CARPARK	31.0 sqm
TOTAL	191.6 sqm

For illustration purposes only.
All dimensions are approximate.

A Kinsmen Development

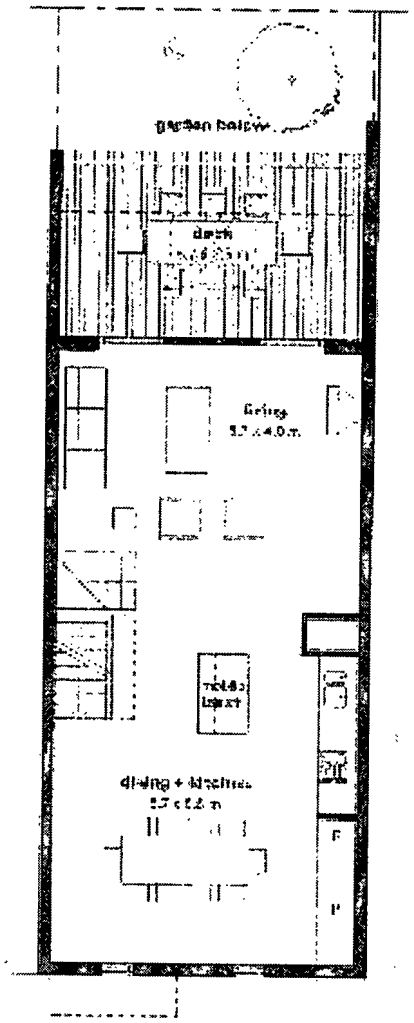
southcott terraces

Southcott



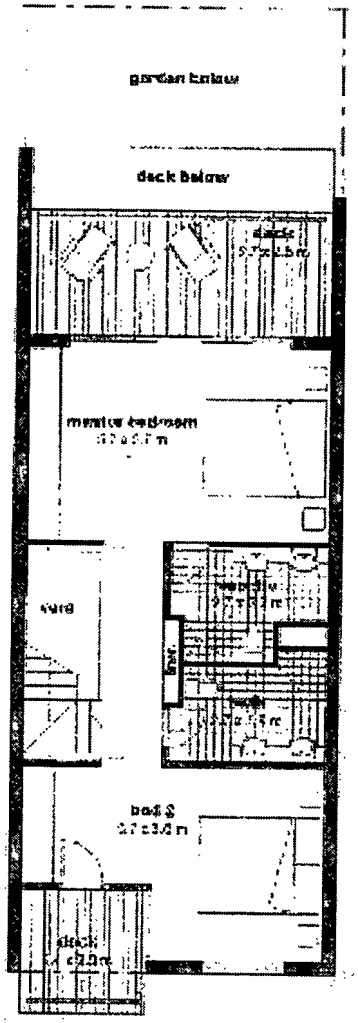
ground floor

(e)



first floor

(e)



second floor

(e)

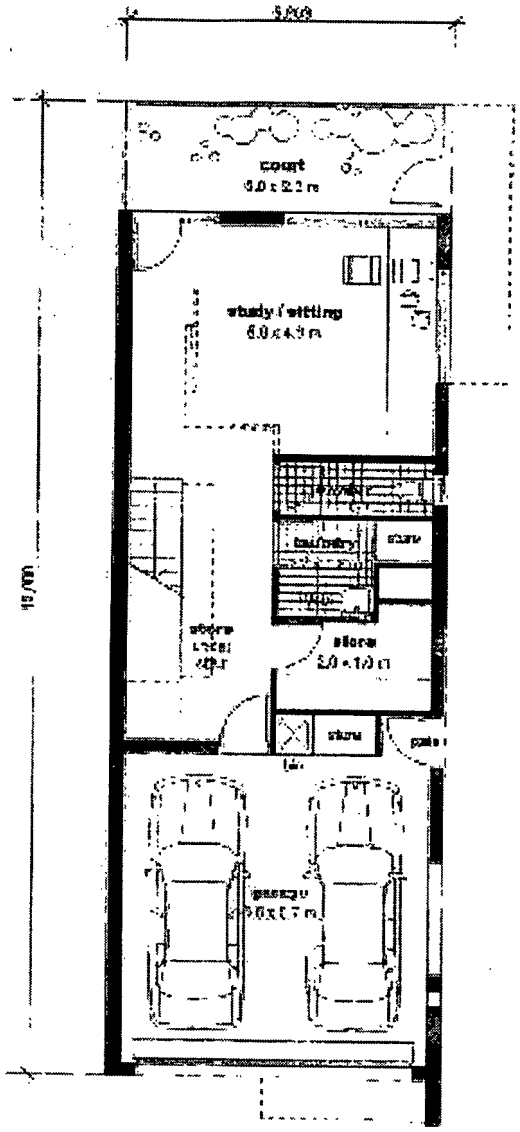
TYPE E (2 dwellings)

LIVING	164.0 sqm
BALCONIES	19.0 sqm
COURTYARD	31.2 sqm
CARPARK	33.0 sqm
TOTAL	247.2 sqm

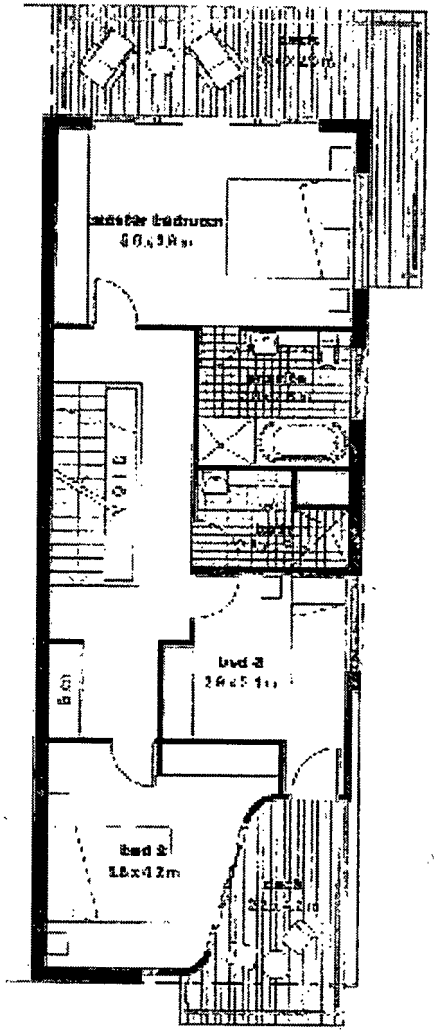
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A Kinsmen Development

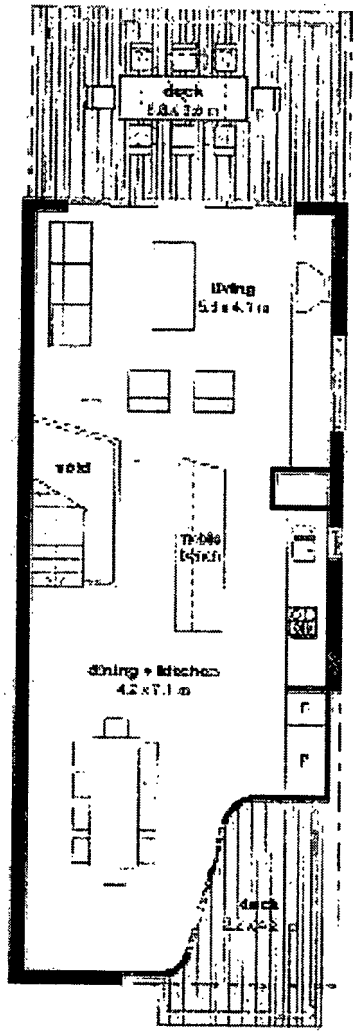
southcott terraces



ground floor



first floor



second floor

Southcott

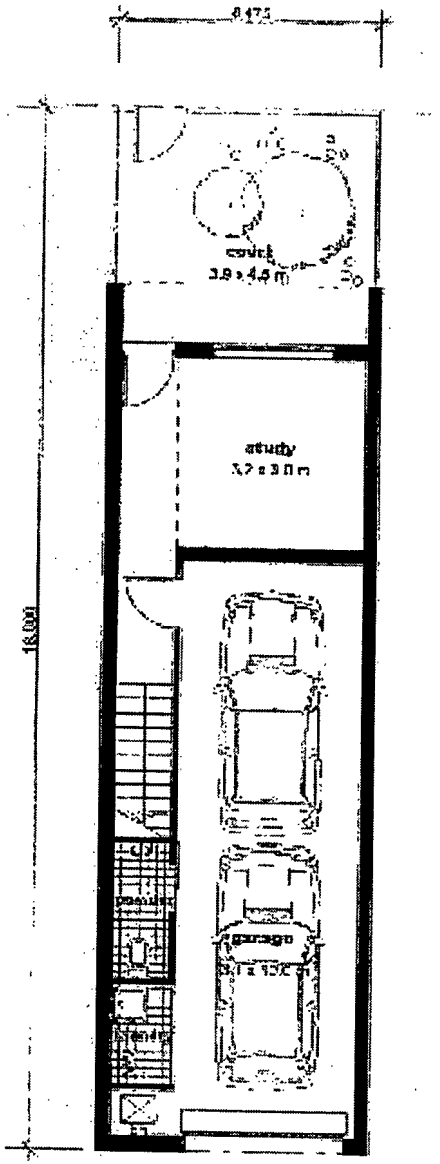
TYPE F (1 dwelling)

LIVING	203 sqm
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TOTAL	302 sqm

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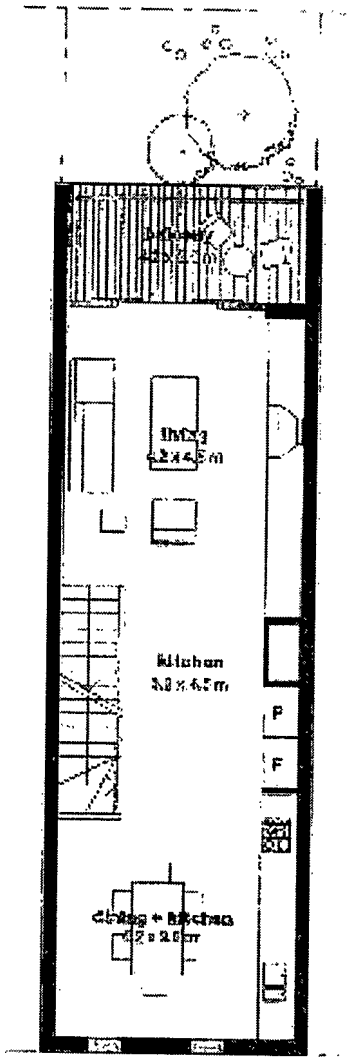
A Kinsmen Development

southcott terraces



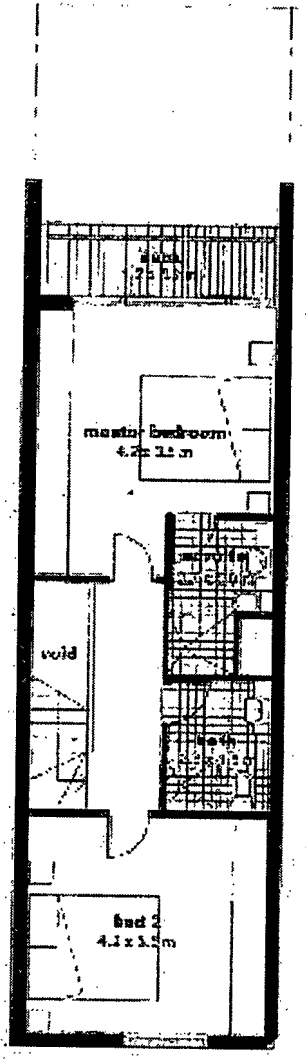
ground floor

(9)



first floor

(9)



second floor

(9)

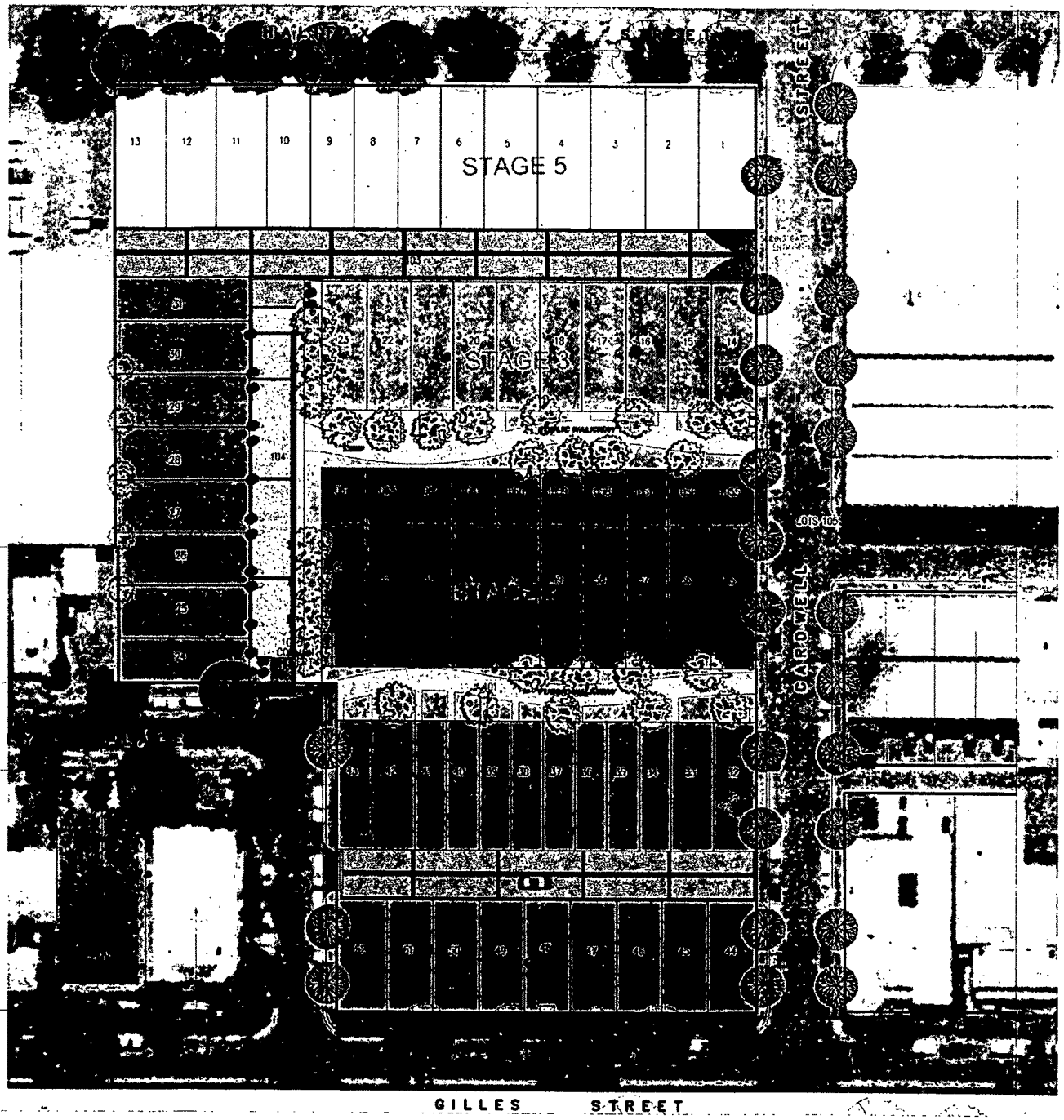
Southcott

TYPE G (8 dwellings)

LIVING	130.0 sqm
BALCONIES	13.0 sqm
COURTYARD	17.6 sqm
CARPARK	31.0 sqm
TOTAL	191.6 sqm

For illustration purposes only.
All dimensions are approximate.

A Kinsmen Development





Legend

- Existing Pear Trees
  Existing pear trees to remain
- Proposed New Street Trees
  Existing street trees to remain in Hulbert and Gilles Streets. New street tree planting by Council
- New Tree Planting
  New tree planting to be selected from Gleditsia or Pyrus
- Garden Bed Areas
  Mulched garden bed areas to be planted with a mix of native and exotic species to a height of ~2 metres
- Coloured Exposed Aggregate Concrete Path
  Light coloured concrete pavers with exposed aggregate
- Column of Conifer Trees
- Proposed New Street Tree Planting
  New street tree planting by Council in accordance with Council's street tree program
- New Pole Top Lights
- New Wall Mounted Lights
- Charcoal brick header and drainage channel with asphalt inserts
- Public seating
  ACC standard seat

MATERIALS PALETTE

Kinsmen KBR Lawrie Irish Andrews flightpath

SOUTHCOTT DEVELOPMENT

AU1217-U-DR-005
Rev C

Schedule of Finishes – Gilles and Southcott Terraces

generally - services

SECURITY INTERCOM	audio intercom with remote gate release [1 × external station + 1 × handset to kitchen]
SECURITY/ LIGHTING	movement sensors, Alarm with monitoring capability
AIR CONDITIONING	ducted reverse cycle with day/night zoning
MECHANICAL	3-in-1 heat lamp, light and exhaust to bathrooms; exhaust fans to powder rooms + laundries
HOT WATER SERVICE	gas instantaneous with hydro ignition
ELECTRICAL	prewire for Home Automation System

external finishes

DECK	to the front porch in hardwood timber
BALCONY DECKS	ceramic tile laid square Semi frameless glass balustrade (where applicable)
PRIVACY SCREEN	slatted timber
WALLS	painted
WINDOWS	anodised aluminium – opening windows with window locks

generally - interior

SKIRTINGS	single bevel square cut customwood [painted]
ARCHITRAVES	single bevel square cut customwood [painted] to hinged doors only; no architraves to bedroom sliding doors
DOORS	painted hollow core generally; to bedrooms: oversized hollow core feature sliding doors
DOOR HARDWARE	satin chrome finish throughout
STAIRS	square cut MDF
BALUSTRADE	low wall with anodised aluminium handrail

note: the information herein does not form any Contract of Sale – the Vendor reserves the right to vary plans, dimensions, specifications, finishes, inclusions, prices and terms of payment at any time prior to Contract signing.

Schedule of Finishes – Gilles and Southcott Terraces

living + dining

WALLS	flush jointed 10mm Gyprrock lined [painted with feature wall]
CEILINGS	suspended 10mm Gyprock with fibreglass insulation [painted] with Square set cornices all around
FLOOR	floating timber floor or tiles
LIGHTING	low voltage recessed downlights generally;
JOINERY	as an optional extra

kitchen

WALLS	as per living + dining
CEILINGS	as per living + dining
FLOOR	as per living + dining
BENCHTOP	CaesarStone OR Granite 30mm
JOINERY DOORS	Gloss finish with feature colour
JOINERY HANDLES	satin chrome
SINK	Stainless steel 1 and ¾ bowl sink
TAP SET	Chrome flickmixer
SPLASHBACK	glass
OVEN	SMEG multi-function [stainless steel]
COOKTOP	SMEG gas [stainless steel]
RANGEHOOD	OMEGA slide out [stainless steel]
DISHWASHER	SMEG multi-function [stainless steel]

Schedule of Finishes – Gilles and Southcott Terraces

bedrooms

WALLS	as per living + dining
CEILINGS	as per living + dining
FLOOR	wool blend carpet
LIGHTING	low voltage recessed downlights;
ROBE	16mm white melamine shelves and carcass; Gyprock infill to sliding doors painted to match the wall colour (with aluminium frame)

bathrooms

WALLS	flush jointed Villaboard wet area lining [painted/tiled]
CEILINGS	as per living + dining
FLOOR	ceramic tiles
LIGHTING	low voltage recessed downlights;
WALL TILES	ceramic tiles to 2m with paint finish above
TAPWARE	chrome flickmixer taps
ACCESSORIES	Dorf Alliance
MIRROR	clear silver glass [to full extent of vanity]
VANITY BASIN	white vitreous china semi-recessed;
BENCHTOP	Laminate feature colour option: CaesarStone OR Granite
VANITY DOORS	Flint finish in feature colour
VANITY HANDLES	satin chrome
SHOWER SCREEN	semi-frameless pivot door with natural anodised aluminium trim
SHOWER MIXER	handshower with chrome rail
BATH	white acrylic with radius to both ends and central waste
WC	white vitreous china close-coupled suite

note: the information herein does not form any Contract of Sale – the Vendor reserves the right to vary plans, dimensions, specifications, finishes, inclusions, prices and terms of payment at any time prior to Contract signing.

Schedule of Finishes – Gilles and Southcott Terraces

laundry

WALLS	flush jointed Villaboard wet area lining [painted/tiled]
CEILINGS	as per living + dining
FLOOR	ceramic floor tiles 200 x 200
LIGHTING	low voltage recessed downlights;
WALL TILES	ceramic tiles to 2m with paint finish above
TAPWARE	chrome flickmixer taps
TUB	compact 45 litre [white cabinet with ss bowl]

study / bedroom 3

WALLS	as per living + dining
CEILINGS	as per living + dining
FLOOR	wool blend carpet
LIGHTING	low voltage recessed downlights
JOINERY	as an optional extra

store room (type f)

WALLS	as per living + dining
CEILINGS	as per living + dining
FLOOR	concrete
LIGHTING	low voltage recessed downlights
JOINERY	Laminate benchtop and door – 2 doors and the remaining is bench

garage

WALLS	flush jointed Villaboard lining [painted white]
CEILINGS	square set suspended plasterboard [painted white]
FLOOR	concrete
LIGHTING	2 × double fluorescent batten holders to garages
STORE AND BIN AREA	provision only

Schedule of Finishes – Gilles and Southcott Terraces

colour option two

laundry

SPLASHBACK	200 X200 white ceramic tile
FLOOR	taupe ceramic floor tiles 200 x 200

general

MAIN PAINT COLOUR	½ STR. parchment
FEATURE WALL	painted in Koala 2646
CARPET	taupe colour 251 - wool
TIMBER FLOOR	Sugar berry

Southcott
A Kinsmen Development

note: the information herein does not form any Contract of Sale – the Vendor reserves the right to vary plans, dimensions, specifications, finishes, inclusions, prices and terms of payment at any time prior to Contract signing.

Community Title Explained

Formation of the Corporation
Ownership of all terraced homes and apartments within Southcott are in the form of a Community Title.

Community Titles are governed by legislation called the Community Titles Act, 1996. This form of ownership automatically makes each purchaser, an owner of a Corporation. This Corporation then makes decisions (generally by the majority rules theory) on the running and maintenance of the complex.

Responsibility for Maintenance & Insurance
The main advantage of this form of ownership for those that purchase a terraced home is that it enables them to maintain their own property but to then contribute towards the maintenance of common facilities such as the driveways, gardens and lighting around the complex that is controlled by the Corporation.

The other benefit of this scheme is that the building insurance is taken out as a group thus providing members with economies of scale and giving the Corporation a larger bargaining power when the renewal comes around.

Corporation Funding
All of the annual costs of the Corporation are estimated from year to year. Obviously the hardest year to estimate is the initial year as there has been no expenses to do a comparison on. Once the amount is totaled this amount is then split up amongst all owners and they are billed for their proportion on a quarterly basis. The proportion in which the amounts are split are based on figures call Lot Entitlement Values.

An example of what the quarterly fees would be for the different types of ownership can be obtained by looking at developments of a similar nature. As a guide the owners of terraced homes could be expected to be paying in the vicinity of $400 to $550 per quarter

Primary & Secondary Corporations
There are two levels of Corporations within the Southcott Development. The two levels are referred to as the Primary and the Secondary levels.

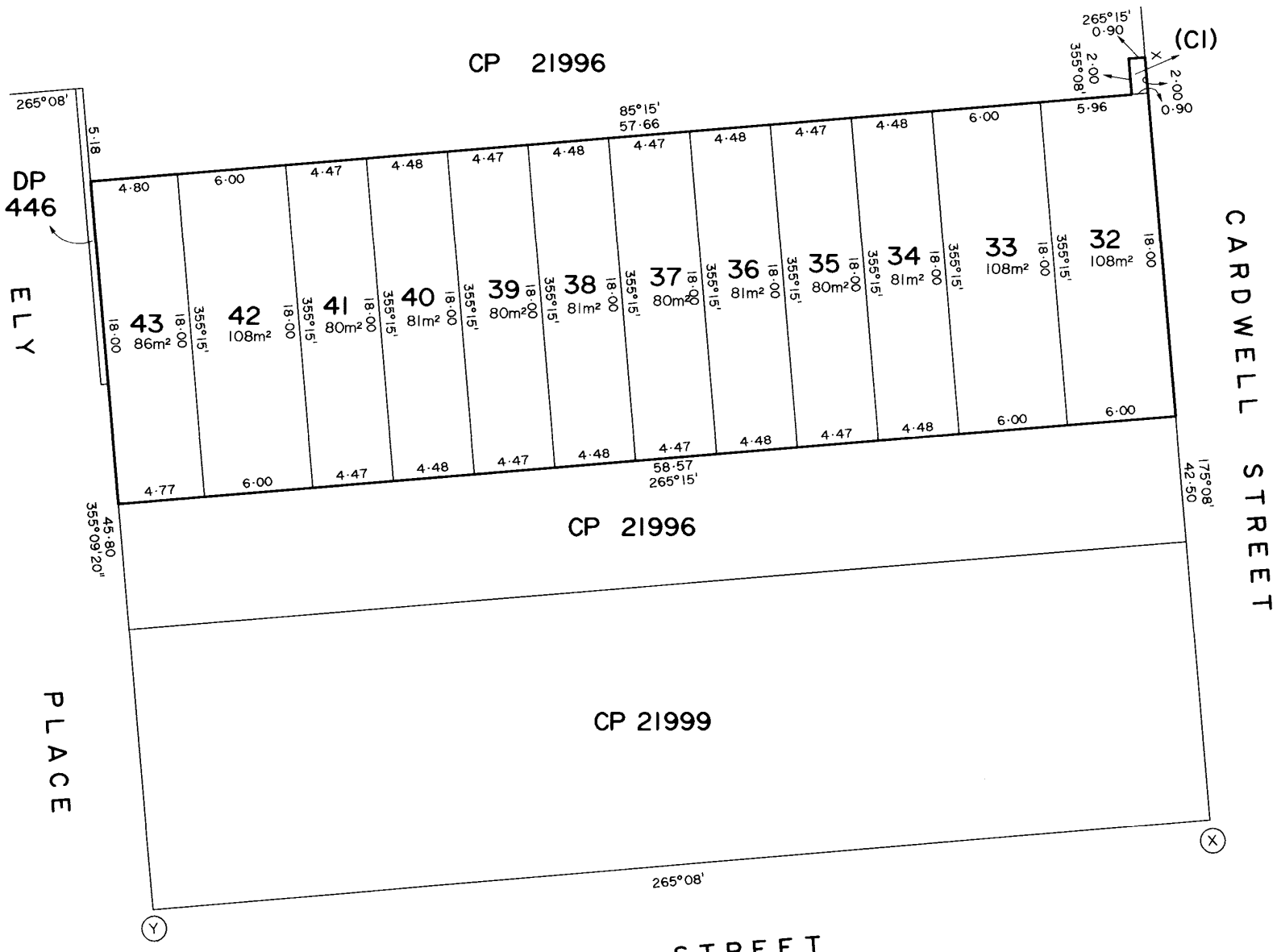
Each separate stage is unique to itself and hence each stage is a separate Corporation with its own by-laws and scheme descriptions. These Corporations for each stage are referred to as Secondary Corporations. Each Secondary Corporation then becomes a member of a Primary Corporation which again has its own by-laws and scheme descriptions but it administers the items that benefit the whole development. The prime example of an item that is administered by the Primary Corporation is the building insurance.

Appointment of a Body Corporate Manager
Kinsmen will hold a meeting of the Corporation once the Corporation has been legally formed but prior to any purchaser settling. The main purpose for this is to make some decisions to get the Corporation running. Once purchasers have bought into the complex the management of the Corporation is then over to the owners to continue the management as they see fit by majority vote but in accordance with the legislation, by-laws and scheme descriptions.

One of the decisions at the first meeting is the appointment of a Body Corporate Manager. The function of a Body Corporate Manager is not to make any decisions but purely to coordinate all owners and to ensure that the Corporation is governing itself correctly in accordance with the legislation, by-laws and scheme description. Kinsmen intend to appoint Whittles Management Services at the first meeting hence any queries regarding the functioning of the Corporation can be forwarded to Whittles (Carolyn Black) on 8291 2300.

Southcott
A Kinsmen Development

LOCATION AND COMMON PROPERTY PLAN



COMMUNITY PLAN NUMBER
CP 21998

PLAN TYPE SECONDARY

THIS IS SHEET 1 OF 3 SHEETS

DEPOSITED 29/7/2004 PRO REGISTRAR-GENERAL

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P M S APPROVED
JE	ABM	22.7.04	—

TITLE REFERENCE CT5909/491

LOT 202 in CP 21996
of PART TOWN ACRE 593
CITY OF ADELAIDE

IRRIGATION AREA — DIVISION —
HUNDRED ADELAIDE
AREA ADELAIDE
COUNCIL CITY OF ADELAIDE

MAP REF 6628-42-j

O B / LAST PLAN REF FP 44248 | TOTAL AREA 1056m²

DEV No 020/C508/03

SCALE METRES
0 5 10 15 20

THE COMMON PROPERTY IS DESIGNATED (C1)
FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 3/9/2003

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR — ZONE — AMG —
BEARING DATUM (X) - (Y) 265°08'10" DISTANCE —
DERIVED FROM FP 44248 ADOPTED

LEGEND

NETWORK PSM		⊡
NETWORK STATION		⊙
PERMANENT SURVEY MARK	PLACED	□
	FOUND	□ FD
	GONE	▨ GONE
REFERENCE MARKS	PLACED	● MP OR RAM
	FOUND	● SPK FD
	GONE	⊘ BT GONE
DRILL HOLE & WING		●—
DIRECTION CHANGE		—○—
PART DISTANCES		(20.32)
CALCULATED DATA		20.85 CALC
COPIED DATA		100.85

CERTIFICATE OF LICENSED SURVEYOR

I ALISTER ROSS FYFE

licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation

Dated this 3RD day of DECEMBER 2003

Licensed Surveyor

FYFE PTY LTD
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566

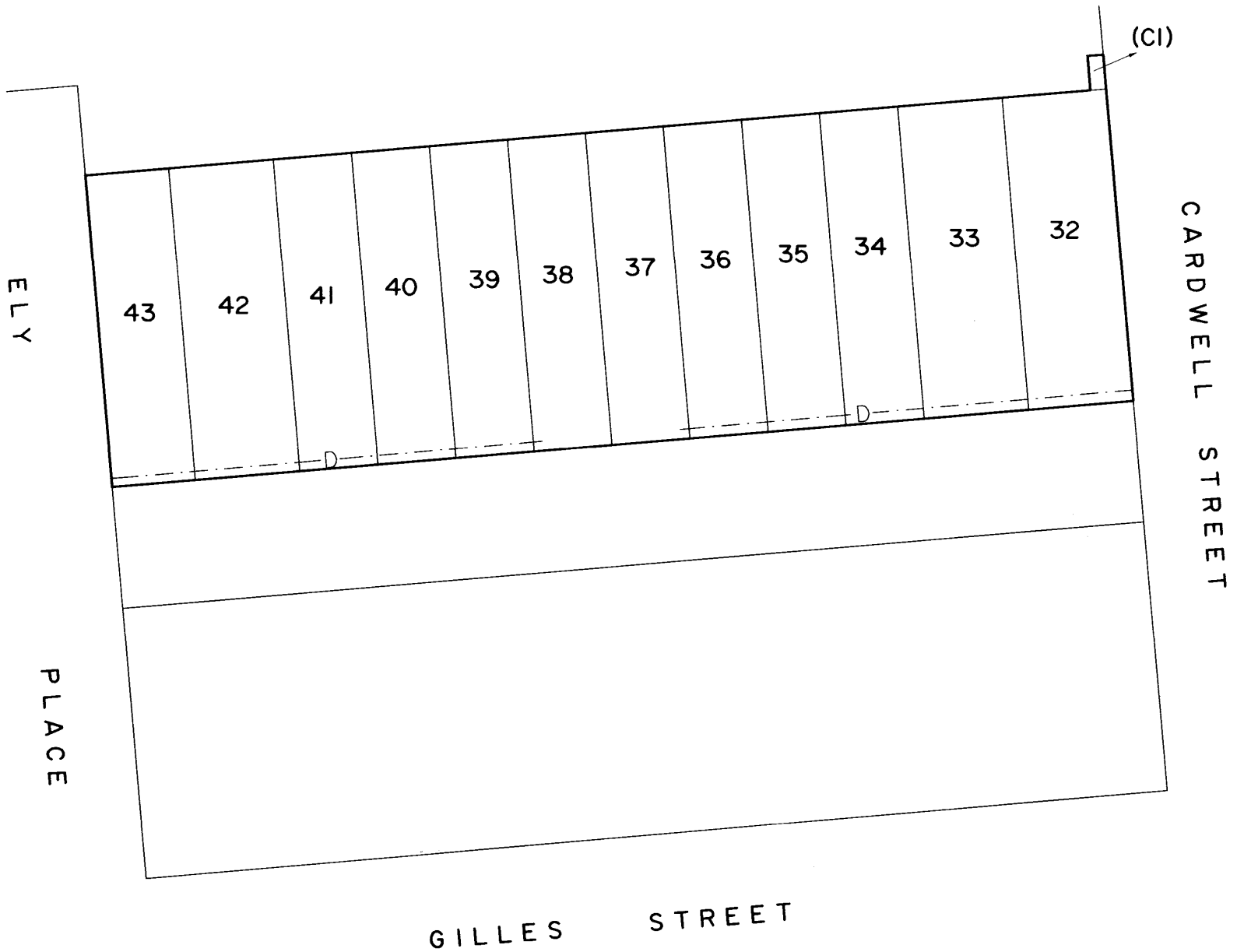
Reference 13349/5/1 Dwg No. 13349SU2-r2
QA CM REV 2 DATE 2/12/03

FYFE_DOLF

SERVICE INFRASTRUCTURE PLAN

SERVICE INFRASTRUCTURE
SHOWN THUS —·—·—·—

D = DRAINAGE



COMMUNITY PLAN NUMBER
CP 21998

PLAN TYPE SECONDARY

THIS IS SHEET 2 OF 3 SHEETS

Licensed Surveyor [signature] Date 3.3.03

PLAN APPROVED [signature] 29.7.04

DEPOSITED 29/7/2004 [signature]
PRO REGISTRAR-GENERAL

SCALE METRES
0 5 10 15 20

ANNOTATIONS

THE SERVICE INRFASTRUCTURE WAS NOT IN PLACE AS AT 15/7/2003

THE POSITION OF THE PROPOSED SERVICE INFRASTRUCTURE HAS BEEN PLOTTED FROM ENGINEERING PLANS

FYFE PTY LTD
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0804
Brisbane (07) 3208 6566

Reference 13349/5/1 Dwg No. 13349SU2-r2

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21998

THIS IS SHEET 3 OF 3 SHEETS

APPROVED 22/7

DEPOSITED 29/7/2004
PRO REGISTRAR-GENERAL

APPLICATION 10021648

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
32	964	
33	964	
34	783	
35	783	
36	783	
37	783	
38	783	
39	783	
40	783	
41	783	
42	964	
43	844	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I James Pledge 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

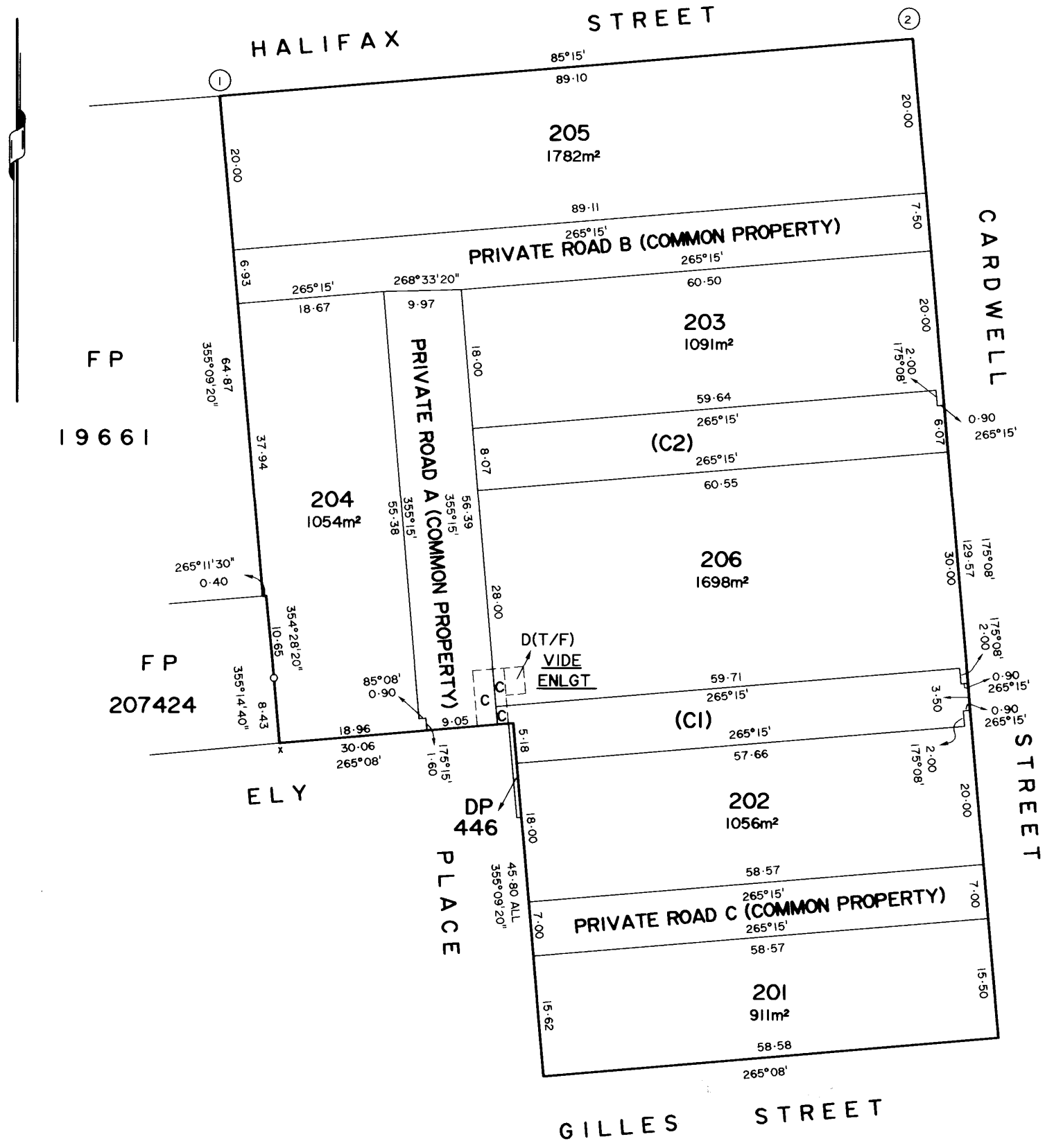
Dated the 29 day of July 2004

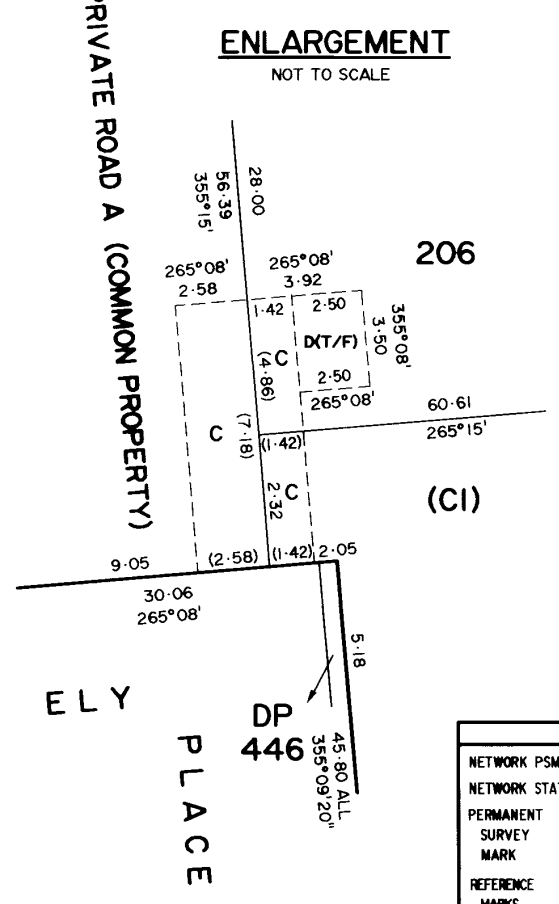
Signature of Land Valuer

FORMAT 5.

LOCATION AND COMMON PROPERTY PLAN

SUBSTITUTE SHEET





ALLOTMENT 2 in DP 650, ALLOTMENT 590 in FP 182242, ALLOTMENT 591 in FP 182243, ALLOTMENT 589 in FP 182241, ALLOTMENT 592 in FP 182244, ALLOTMENT 593 in FP 182245, ALLOTMENT 594 in FP 182246, ALLOTMENT 595 in FP 182247, ALLOTMENT 596 in FP 182248 and ALLOTMENT 597 in FP 182249 ALLOTMENT 300 in DP 62308 of PART TOWN ACRE 574

ALLOTMENT 586 in FP 182238, ALLOTMENT 587 in FP 182239, ALLOTMENT 501 in FP 182153, ALLOTMENT 502 in FP 182154, ALLOTMENT 503 in FP 182155, ALLOTMENT 497 in FP 182149, ALLOTMENT 498 in FP 182150, ALLOTMENT 499 in FP 182151, ALLOTMENT 500 in FP 182152 and ALLOTMENT 491 in FP 182143 of PART TOWN ACRE 593

ALLOTMENT 585 in FP 182237 and ALLOTMENT 588 in FP 182240 of PART TOWN ACRE 573

ALLOTMENT 492 in FP 182144, ALLOTMENT 493 in FP 182145, ALLOTMENT 494 in FP 182146 and ALLOTMENT 135 in FP 207425 of PART TOWN ACRE 594

CITY OF ADELAIDE

TITLE REFERENCE

C'sT 5498/356, 5498/357, 5498/358, 5498/359, 5498/360, 5498/361, 5498/362, 5498/363, 5899/105, 5498/366, 5498/367, 5498/368, 5498/369, 5498/370, 5498/371, 5498/372, 5498/373, 5498/374, 5498/376, 5498/378, 5498/379, 5498/382, 5498/384, 5566/454, 5734/119, 5881/879, 5905/524

COMMUNITY PLAN NUMBER
CP 21996

PLAN TYPE **PRIMARY**

THIS IS SHEET 1 OF 3 SHEETS

DEPOSITED 23/12/2003
PRO REGISTRAR-GENERAL

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P M S APPROVED
ST	GMW	7.4.06	—

TITLE REFERENCE
VIDE SCHEDULE

VIDE SCHEDULE

IRRIGATION AREA — DIVISION
HUNDRED ADELAIDE
AREA ADELAIDE
COUNCIL CITY OF ADELAIDE

MAP REF 6628/42/j

O B / LAST PLAN REF FP 44248 — TOTAL AREA 1·015ha

DEV No 020/C036/02 and 020/C021/05

SCALE METRES
0 10 20 30 40

THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

THE RIGHTS OF WAY OVER AND APPURTENANT TO THE WITHIN LAND ARE TO BE EXTINGUISHED

THE EASEMENT (T 135110) TO THE COUNCIL FOR THE AREA IS TO BE EXTINGUISHED

PORTION OF LOT 206 MARKED D(T/F) IS TO BE SUBJECT TO A SERVICE EASEMENT FOR ELECTRICITY SUPPLY PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO L 8890000)

PORTION OF LOT 206 AND PORTION OF THE COMMON PROPERTY AND PRIVATE ROAD A (COMMON PROPERTY) MARKED C IS TO BE SUBJECT TO A SERVICE EASEMENT FOR ELECTRICITY SUPPLY PURPOSES TO DISTRIBUTION LESSOR CORPORATION (SUBJECT TO L 8890000)

PRIVATE ROAD B (COMMON PROPERTY) IS TO BE SUBJECT TO A SERVICE EASEMENT TO THE SOUTH AUSTRALIAN WATER CORPORATION FOR WATER SUPPLY PURPOSES

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR — ZONE AMG
BEARING DATUM 85°15' (1)-(2) — DISTANCE
DERIVED FROM FP 44248 ADOPTED

LEGEND

NETWORK PSM		▣
NETWORK STATION		◉
PERMANENT SURVEY MARK	PLACED	□
	FOUND	□ FD
	GONE	▨ GONE
REFERENCE MARKS	PLACED	● MP OR RAM
	FOUND	● SPK FD
	GONE	⊘ BT GONE
DRILL HOLE & WING		●—
DIRECTION CHANGE		—○—
PART DISTANCES		(20.32)
CALCULATED DATA		20.85 CALC
COPIED DATA		100.85

CERTIFICATE OF LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED COMMUNITY PLAN

I **ALISTER ROSS FYFE**
licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation

Dated this 7th day of APRIL 2006

Licensed Surveyor

FYFE PTY LTD
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566

Reference 13349/11/2 Dwg No. 13349SCI_R5
QA REV 5 DATE 04/04/2006

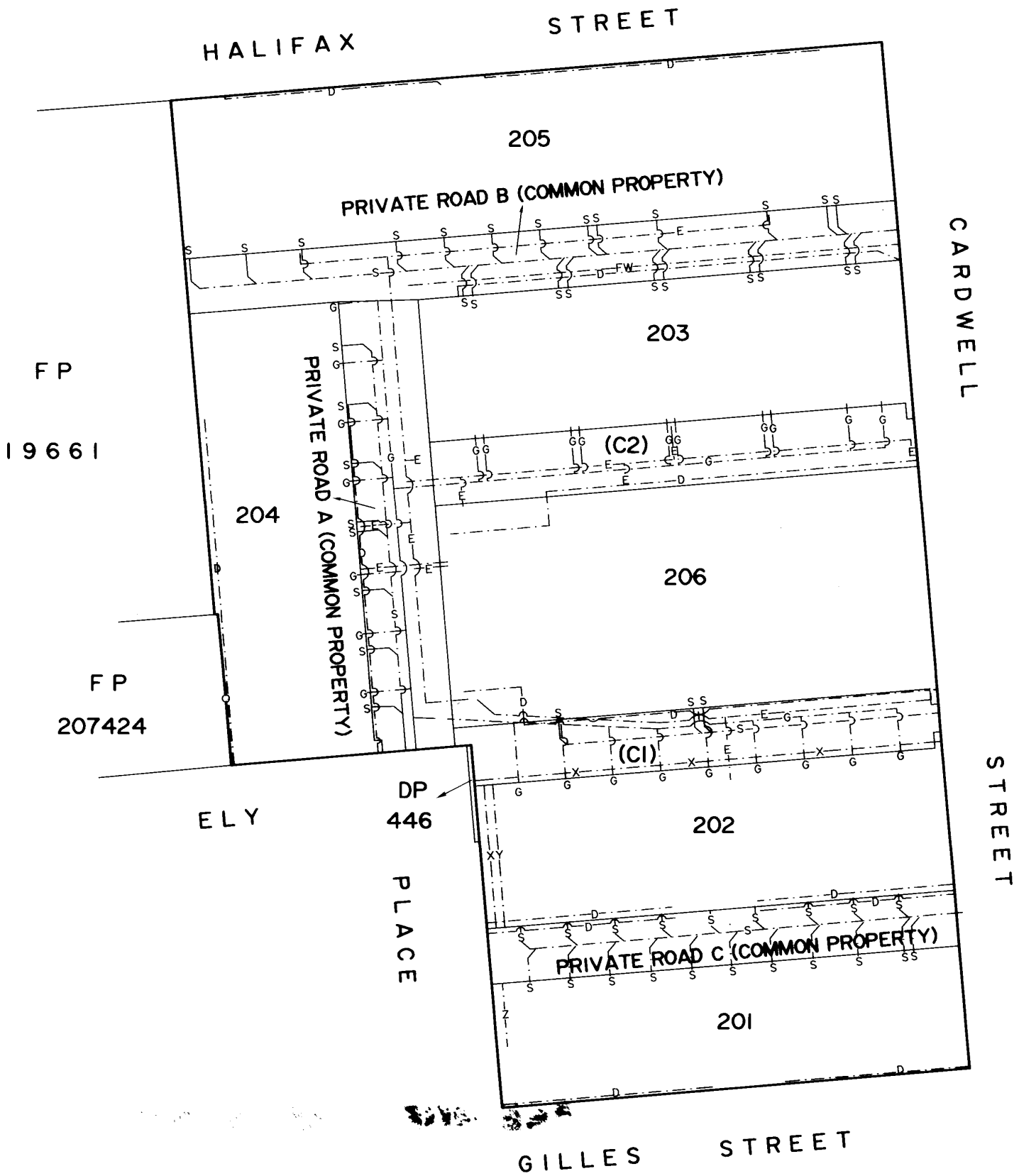
FYFE_DOLF

SERVICE INFRASTRUCTURE PLAN

SERVICE INFRASTRUCTURE
SHOWN THUS —·—·—·—

X OR D = DRAINAGE
Y OR C = COMMUNICATIONS
S = SEWERAGE
Z OR E = ELECTRICITY
G = GAS
FW = WATER (FIRE)
—⌒— = WHERE ONE SERVICE CROSSES OVER ANOTHER

SUBSTITUTE SHEET



COMMUNITY PLAN NUMBER
CP 21996

PLAN TYPE PRIMARY

THIS IS SHEET 2 OF 3 SHEETS

Licensed Surveyor _____ Date 7.4.06

PLAN APPROVED

DEPOSITED 23/12/2003
Mark McNeil
PRO REGISTRAR-GENERAL

SCALE 0 10 20 30 METRES 40

ANNOTATIONS

THE SERVICE INRFASTRUCTURE WAS NOT IN PLACE AS AT 15/7/2003

THE POSITION OF THE PROPOSED SERVICE INFRASTRUCTURE HAS BEEN PLOTTED FROM ENGINEERING PLANS

NOW AMENDING PLAN TO SHOW NEW DRAINAGE AND COMMUNICATION INFRASTRUCTURE

THE POSITION OF THE AMENDED SERVICE INFRASTRUCTURE SHOWN AS X ON (C1), Z ON LOT 201 AND X AND Y ON LOT 202 WAS LOCATED ON 7/04/2006

FYFE PTY LTD
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566

Reference 13349/11/2 Dwg No. 13349SCI-R5

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21996

THIS IS SHEET 3 OF 3 SHEETS

APPROVED
6.11.03

DEPOSITED
23/12/2003
PRO REGISTRAR-GENERAL

APPLICATION 9728956
AP 10408784.

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
201	1471	CP 21999
202	1551	CP 21998
203	1521	
204	1451	CP 21997
205	2575	
206	1431	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I ALEXANDER MCLEOD SMITHSON 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 20th day of OCTOBER 2003

Signature of Land Valuer

FORMAT 5.

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 5921/353	**Reference No.**	2631163
Registered Proprietors	R R*GOLDFLAM & ANR	**Prepared**	05/12/2024 14:23
Address of Property	11 SOUTHCOTT WALK, ADELAIDE, SA 5000		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664. Code Amendment Adult Entertainment Premises - will investigate locations where "Adult Entertainment Premises" and "Adult Products and Services Premises", as defined in the Planning and Design Code, are either suitable or unsuitable. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664. Code Amendment Festival Plaza – The Chief Executive is proposing to review planning policy applying to the Riverbank Precinct in the affected area to ensure the Planning and Design Code suitably aligns with future strategic land use and is capable of delivering desired built form outcomes. The site of the proposed development is located within the City Riverbank Zone. This code amendment reviews the policy of the City Riverbank Zone (Entertainment Subzone) to ensure the most can be made of the site. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664. Code Amendment Historic Area Statement Update - The City of Adelaide is proposing to undertake investigations and update the Historic Area Statements within the City of Adelaide. The updates will ensure the statements contain relevant and clear information to enable effective and efficient decision-making by heritage experts and planners during development assessment. No changes to the boundaries of the Historic Areas are proposed. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https:

		//plan.sa.gov.au/have_your_say/general_consultations for further information or phone PlanSA 1800 752 664. Code Amendment Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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 Housing and Urban Development 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.

Certificate of Title

Title Reference: CT 5921/353

Status: CURRENT

Edition: 5

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
02/07/2004	30/07/2004	10021649	SCHEME DESCRIPTION	FILED	C21998
02/07/2004	30/07/2004	10021650	BY-LAWS	FILED	C21998
02/07/2004	30/07/2004	10021651	DEVELOPMENT CONTRACT	FILED	C21998

Registrar-General's Notes

AFFECTED BY C21996

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Certificate of Title

Title Reference	CT 5921/353
Status	CURRENT
Easement	NO
Owner Number	13937919
Address for Notices	10 GILES ST ALICE SPRINGS, NT 0870
Area	80m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

PIP MCMANUS
RUSSELL RAYMOND GOLDFLAM
OF 10 GILES STREET ALICE SPRINGS NT 0870
AS JOINT TENANTS

Description of Land

LOT 37 SECONDARY COMMUNITY PLAN 21998
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13104405
Dealing Date	01/05/2019
Sale Price	$730,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0209042308	CURRENT	11 SOUTHCOTT WALK, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

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Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
02/07/2004 12:26	10021649	SCHEME DESCRIPTION	FILED
02/07/2004 12:26	10021650	BY-LAWS	FILED
02/07/2004 12:26	10021651	DEVELOPMENT CONTRACT	FILED

Registrar-General's Notes

AFFECTED BY C21996

Administrative Interests

NIL

Valuation Record

Valuation Number	0209042308
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2005
Property Location	11 SOUTHCOTT WALK, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	RUSSELL RAYMOND GOLDFLAM PIP MCMANUS
Owner Number	13937919
Address for Notices	10 GILES ST ALICE SPRINGS, NT 0870
Zone / Subzone	CL - City Living \ MHI - Medium-High Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	5H G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C21998 LOT 37	CT 5921/353

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$210,000	$940,000			
Previous	$191,000	$830,000			

Building Details

Valuation Number	0209042308
Building Style	High Quality Conventional
Year Built	2005
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	168 sqm
Number of Main Rooms	5

Note – this information is not guaranteed by the Government of South Australia

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Date: 5 December 2024

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5921/353
Owner Name	Mr R R Goldflam and Ms P McManus
Address of Property	11 Southcott Walk, ADELAIDE SA 5000

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

BERTRAM FORM 1 SHOP P/L
GPO Box 448, ADELAIDE SA 5001

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	5 December 2024
Receipt Number	6824823
Document Issue Date	5 December 2024
Property Address	11 Southcott Walk, ADELAIDE SA 5000
Property Description	Lot 37 CP 21998
Property Titles	CT-5921/353
Owner of Property	Mr R R Goldflam and Ms P McManus

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 27429 0

Property Location	**11 Southcott Walk, ADELAIDE SA**
Rateable Valuation	$21,000
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,380.80**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-1,190.50
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$1,190.30**

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Name: BERTRAM FORM 1 SHOP P/L

Address: GPO Box 448, ADELAIDE SA 5001

File reference:

Phone number:

Certificate of Title:	CT-5921/353
Property Description:	Lot 37 CP 21998
Property Address:	11 Southcott Walk, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr R R Goldflam and Ms P McManus
New Owner: **(Titles and full names)**	
New Owner's Postal address for future notices: **(or managing agent)**	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at https://www.cityofadelaide.com.au

PRESCRIBED INFORMATION

Address: ***11 Southcott Walk, ADELAIDE SA 5000*** ***Reference:*** **2008/00377**
Alternate:
Certificate of Title: ***CT-5921/353*** ***Dated:*** ***5 December 2024***

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: ***Development Conditions – See Attachment***
Repealed Act conditions	
~~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)~~	~~Nature of Condition(s):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
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): **Refer to attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? *~~YES~~/NO Is the land designated as a local heritage place? *~~YES~~/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? *~~YES~~/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/~~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:~~ **Refer to attached PlanSA Section 7 Report**

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(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):~~
~~section 50(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):~~
~~section 55—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):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~

~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~

PRESCRIBED INFORMATION

~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~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):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~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~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~

PRESCRIBED INFORMATION

~~section 46—Prohibition order~~	~~Date of order:~~ ~~Name of authority or person who served order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
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 the notice):~~

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~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~~	~~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:	
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:~~
Planning, Development and Infrastructure Act 2016	
~~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):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~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):~~
~~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):~~
~~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):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~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):~~
~~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):~~
~~Part 16~~	~~Date of commencement of proceedings:~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Division 1 – Proceedings~~	~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~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):~~
~~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:~~
Confirmed – Building/development section: ……..	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92 Notice~~	~~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~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

PRESCRIBED INFORMATION

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):~~

PRESCRIBED INFORMATION

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....~~**Yes / No**~~ **/ Council holds no record** (refer above note):

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:.....

.....

.....

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?

***** ~~**Yes / No**~~ **/ Council holds no record**

If **YES**, give details:

(a) Date of the exemption: .....

(b) Name of builder granted the exemption: .....

(c) Licence number of builder granted the exemption: .....

(d) Details of building work to which the exemption applies:.....

.....

.....

(e) Details of conditions (if any) to which the exemption is subject:.....

.....

.....

Certified – Development Section..... Date.....

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

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/~~NO~~ **Refer to Attachment**

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—

(a) the approval of development by a 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.

Attachment – Development Conditions

APPROVAL under the Development Act, 1993 was given on 23 May 2003 to

Demolish the existing buildings and carry out remediation work, **DA/886/2002**

SUBJECT to the following Condition(s):

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	23 May 2003	5
Provisional Building Rules Consent	Granted	23 May 2003	0
Development Approval	Granted	23 May 2003	5

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:

The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

The entire site shall be appropriately fenced, landscaped and managed to the satisfaction of Council to maintain an appropriate level of amenity and to minimise localised environmental impacts such as dust and mud, in the event that construction on the site does not commence within 6 months of this Development Approval.

Reason: To ensure that the amenity of the locality is maintained.

In the event that construction on the site does not commence within 3 months of this Development Approval, the applicant shall enter into a binding arrangement with the Council supported by adequate security that will enable the site to be fenced, landscaped and managed to the satisfaction of Council at the cost of the applicant.

Reason: To ensure that the amenity of the locality is maintained.

An Environmental Site Assessment Report shall be undertaken and submitted to Council and any necessary remediation work shall be undertaken such that the site is decontaminated, applicable and appropriate to the proposed use of the site for residential purposes, satisfying all administrative requirements of the Environment Protection Authority including provision to Council of an Environmental Management Plan for the safe and accountable disposal of excavated material, prior to or at the time of Provisional Building Rules Consent. Pursuant to any necessary decontamination, an Environmental Auditor shall complete a Site Audit Report and confirm the suitability of the site for the proposed use, satisfying all administrative requirements of the EPA relating to a site contamination Audit. A copy of the site validation report shall be submitted to Council prior to Development Approval.

Reason: To ensure the site is decontaminated, applicable and appropriate to the proposed use of the site.

The facades must be adequately supported during and after demolition in a manner approved by a certified practicing engineer. Details shall be submitted to and be approved by Council prior to the demolition being undertaken.

Reason: To ensure that the remnant wall is adequately supported.

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL — DECISION NOTIFICATION FORM

APPLICATION DATED: 08-Nov-2004 APPLICATION REGISTERED ON: 10-Nov-2004	FILE REFERENCE: 2001/07317 CONTACT OFFICER: Rick Hutchins 8203 7241

Development Application:	DA/850/2002/F
Applicant:	KINSMEN LTD
Nature of Development:	Variation to previous authorisation - DA/850/02 (Stage 1A - construct 11, 3 storey townhouses) - Deletion of western end unit, number 43.
Location:	SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Granted**	**17 November 2004**	**2**
Provisional Building Rules Consent	**Granted**	**22 November 2004**	**7**
Development Approval	**Granted**	**03 December 2004**	**9**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) 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 have expired.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **03 December 2004**

Signed: .....

Date: 9/12/2004

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[ ] Sheets Attached

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Development Application: DA/850/2002/F

Applicant: KINSMEN LTD

Location: SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

1. **The development granted development approval shall be undertaken in accordance with the plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the amended details

2. **Clear sight lines to pedestrians along Cardwell Street footpath shall be provided in accordance with Section 3.2.4 of the Australian Standard.**

Reason: To ensure adequate sight lines are maintained

3. **The City of Adelaide will not adjust footpath levels to suit the finished building levels. The existing footpath levels must be retained and the entrance levels of the development must meet the existing back of footpath.**

Reason: To maintain levels across the City..

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

Development Application: DA/850/2002/F

Applicant: KINSMEN LTD

Location: SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

7 conditions imposed by Private Certifier Rocco Ciancio

PRESCRIBED INFORMATION

Rocco Ciancio
Building Approvals
Consulting Engineer
Private Certification

PO Box 16
ASHTON SA 5137
Ph: (08) 8390 1809
Fax: (08) 8390 3915

Ref: B5654b

DECISION NOTIFICATION FORM

For Development Application No: DA/850/2002/F

To: Scott Salisbury Homes
154 Brighton Road
SOMERTON PARK SA 5044

LOCATION OF PROPOSED DEVELOPMENT:
262-280 Gillies St Adelaide SA 5000

NATURE OF PROPOSED DEVELOPMENT
Dwellings (11), garages & verandahs (Stage 1A) - staged consent

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL BUILDING RULES *STAGED* CONSENT	22/11/2004	7	-----

If applicable, the details of the building classification and the approved number of occupants under the Building Code of Australia (BCA) 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 unless the development is an approved development under the Act. An approved development is one where a relevant authority has assessed the development against and granted consent in respect of each of the matters prescribed in Section 33(1) of the Act.

This consent supersedes B5654a dated 24/09/2004.

Signed:

22/11/2004

(♦) **Private Certifier**
(3) Sheets Attached

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT S42 DEVELOPMENT ACT, 1993

Ref No: B5654b
Sheet 1 of 3

NATURE OF BUILDING WORK:	Dwellings (11), garages & verandahs (Stage 1A) - staged consent
SITE ADDRESS:	262-280 Gillies St Adelaide SA 5000
APPLICANT:	Scott Salisbury Homes
OWNER:	Scott Salisbury Homes
CLASSIFICATION:	1a, 10a
DEVELOPMENT NUMBER:	DA/850/2002/F

CONDITIONS OF CONSENT:

1. Party wall construction, notifications, costs and registering rights of easements on the certificate of titles for each adjoining owner must be in accordance with the Real Property Act, 1886, the Registration of Deeds Act, 1935 (if applicable) and with this Section of the Act. (Section 61).

2. The timber durability and weather exposure requirements for exposed structural timbers, including supporting timber members must be in accordance with Clause 1.10 of AS 1684 National Timber Framing Code. (BCA P2.1).

3. The roof/ceiling must be provided with R3.0 insulation in accordance with the energy requirements. (BCA P2.6.1).

4. The western external wall of unit 42 facing Ely Place must be weatherproofed in accordance with the requirements of these parts of the BCA. (BCA P2.1 & P2.2.2).

5. The landscaping, car parking, lighting, site remediation certificate, soil erosion/drainage and construction management plans, must be provided in accordance with the planning consent requirements. (Section 93).

6. The reserved matters contained within the planning consent are excluded from this consent. (Section 93).

7. This consent does not include the unit 43, marked as "future". This shall form the basis of a future staged application for Provisional Building Rules assessment. It must be noted that there are timeframes for which the proposal must be substantially completed from the date of issue of the staged Development Approval. Sufficient time must be allowed for the lodging, processing, issue of future staged consents and Development Approvals, including the construction of future stages prior to the expiration of the validity of the Development Approval.

NOTES

This consent does not include future unit (43), the fences, landscaping, car parking, lighting, site remediation certificate, soil erosion/drainage and construction management plans and the reserved matters as required by council.

Consent is for work carried out within the site boundaries and does not cover work carried out in an adjoining public space. Approval for any work within the road reserve needs to be obtained from Council, including landscaping, paving, crossovers, the location, design and capacity of the stormwater discharge at the property alignment.

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 is required to serve upon the adjoining owner a notice of their intention to perform that work at least 28 days prior to commencing work as required by Section 60 of the Development Act.

The owner's attention should be drawn to the landscaping and tree planting restrictions required by the engineer's construction report and AS2870.

The certificate from Golder Associates (reference 03664126/003, dated 28/05/2004), certifying that the soil filling materials used on the site have been placed as "controlled filling" in accordance with AS2870 has been accepted in accordance with the requirements of Section 101 and Regulations 85 & 88.

A person proposing to undertake building work must give the Council 24 hours notice of intention to commence on site. There is an obligation to give Council notice at stages as prescribed in Regulation 74.

CONDITIONS OF
PROVISIONAL BUILDING RULES CONSENT
S42 DEVELOPMENT ACT, 1993

Ref No: B5654b
Sheet 2 of 3

Stormwater should be disposed of in such a manner that it does not flow or discharge onto land of adjoining owners or lie against any building or create insanitary conditions. The storm water system must be completed by the completion of construction in accordance with clause 5.5.3 of AS2870 or the design engineer's requirements.

It is advisable to contact authorities responsible for the supply of services such as water, electricity, telephone, gas; the Department of Transport, Australia Post, Environment Protection Authority (EPA) and easement owners/holders, where applicable, seeking their requirements prior to building work commencing on site.

The owner and the person erecting the building are required to ensure that the building complies with the requirements of the Electricity Act, 1996. This consent does not imply compliance with the Electricity Act, 1996.

Materials used in flexible ducting (including insulation) used for the transfer of products initiating from a heat source that contains a flame must have a smoke developed index not greater than 3 and a spread of flame index not greater than 0 when tested with AS1530.3.

Where heating or refrigerated cooling ductwork is used in a roof space or enclosed suspended floor, the ductwork is to be encapsulated in R1.0 insulation and any metal heating fittings with R0.1 insulation.

Regulation 83AB requires a written statement of compliance to be provided to the *private certifier*. The statement must declare, inter alia, that the completed building work was carried out in accordance with the Development Approval (disregarding any approved variations or variations of a minor nature). The builder or other suitably qualified person must sign Part A of the form and the owner or their representative must sign Part B of the form. Persons signing this form must ensure that construction is in accordance with the Development Approval and that all conditions are satisfied prior to submitting the form.

A person must not occupy any part of a class 1a building unless the written statement of compliance has been returned to the *private certifier* within ten days of the notice of completion of building (vide Regulation 74 (1) (d)).

The building contains materials that are susceptible to termite attack. The details provided indicate that physical barriers, in accordance with AS3660.1 requirements are to be used to protect the building. The building owner/tenant is advised that an important part of this protection involves regular inspections for termite activity and appropriate action as and when required.

Propriety materials and products specified in the approved documents must be selected and installed in accordance with the manufacturers written recommendations, specifications and with the relevant standards.

For cut or fill sites, retaining walls are required to be installed on the boundary to retain any cut or fill within the property boundaries.

The building work proposed has been checked for compliance with the minimum allowable requirements contained within the legislation and standards. The owner/applicant/builder are advised to seek advice from the designers involved to determine the implications of the design criteria chosen for this project.

The building work proposed includes elements of design and construction that require on-going maintenance and regular inspection regimes. The owner/applicant/builder are advised to seek advice from the designers, suppliers and manufacturers involved to determine the implications of the maintenance/inspection required for this project.

The performance of the designs chosen for the proposed building work have obligations on to ensure that the design parameters are not comprised by a lack of attention, maintenance or misuse. The owner/applicant/builder/tenant of the building works are advised to refer to the designers/manufacturers/standards associated with this building to ensure that their obligations to ensuring the design parameters are not comprised or exceeded are met.

The owner/applicant/builder are advised to ensure that ancillary works are completed in a timely manner to ensure that the health of persons and damage to structures do not occur. This includes any air conditioning works, paving, plumbing (both septic and water), landscaping, fences, soil retention or activity.

The legislation provides that defined activities are complying. It is the owner/applicant/builder/tenants responsibilities to ensure that any such activity is carried out in a manner that is not detrimental to persons or structures.

CONDITIONS OF
PROVISIONAL BUILDING RULES CONSENT
S42 DEVELOPMENT ACT, 1993

Ref No: B5654b
Sheet 3 of 3

Where articulation of the walls of the building are required, these must be installed in accordance with the manufacturer requirements or as specified within the engineers Footing Construction Report.

The installation of glazing must be in accordance with AS1288 and is to include safety glass for glazed doors, side panels, full height windows and glass located over or adjacent bath/showers.

All building work must be performed in accordance with the approved documents and any variations to building materials or systems that affects, the structural soundness or the safety of the building must be approved by the *private certifier* prior to such alteration occurring.

R. CIANCIO
22/11/2004

PRESCRIBED INFORMATION

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0850/02

FOR DEVELOPMENT APPLICATION **DATED : 8/11/02**
REGISTERED ON : 22/11/02

TO: KINSMEN LTD
C/- MR SCOTT HAYNES
KBR
186 GREENHILL ROAD
PARKSIDE SA 5063

LOCATION OF PROPOSED DEVELOPMENT:

215-237 Halifax Street and 262-274 Gilles Street, Adelaide

Section No. : 573 **Hundred :** Adelaide **Volume :** **Folio :** (see attached sheet)

NATURE OF PROPOSED DEVELOPMENT
Establish 72 dwellings

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
Provisional Development Plan Consent	GRANTED	TEN		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	Still Required			
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	Still Required			

Six 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 (204 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.

Date of Decision: 20 May 2003

Signed: ..... [5] **Sheets Attached**

Date: 22 May 2003

DEVELOPMENT APPLICATION 020/0850/02

Certificates of Title

5498/356
5498/357
5498/358
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5566/454
5734/119

DEVELOPMENT APPLICATION 020/0850/02

CONDITIONS OF CONSENT

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 the amended plans and elevations attached to the letter from KRB to Planning SA dated 6 May 2003, submitted in Development Application No. 020/0850/02.

2. That all car parks, driveways and vehicle manoeuvring areas shall conform to Australian Standards and be constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice and appropriately line marked prior to the occupation or use of the development.

3. That the landscaping shown on the plans forming part of the application shall be established prior to any residential use of the buildings and shall be irrigated, maintained and nurtured at all times with any diseased or dying plants being replaced.

4. That all external lighting of the site, including car parking areas and buildings, shall be designed and constructed to conform with Australian Standards and must be located, directed and shielded and of such limited intensity that no nuisance or loss of amenity is caused to any person beyond the site.

5. That the air conditioning or air extraction plant or ducting shall be screened such that no nuisance or loss of amenity is caused to residents and users of properties in the locality to the reasonable satisfaction of the Development Assessment Commission.

6. That all stormwater design and construction shall be in accordance with Australian Standards and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

7. That collected drainage water from any landscaped areas, planter boxes, seepage collection systems, water features, swimming pools and/or air conditioning units shall be discharged to sewer.

8. That the internal driveways shall be graded, drained and paved/sealed so that no surface water or rubble from within the property is transported across the footpath.

9. That the remediation of site contamination shall be certified by an independent accredited environmental auditor that the site is suitable for the proposed residential use, prior to any residential use of the buildings.

10. That pursuant to Section 33 (3) of the Development Act 1993, the following matters are reserved for further assessment by the Development Assessment Commission prior to granting Development Approval:

- Details of the eastern end of the brick wall fronting Gilles Street showing a return to the dwelling
- Set back of the fencing fronting Gilles Street in the openings of the existing brick wall to enable the establishment of landscaping strips in front of that fencing
- Layout, quality, and safety of the walkways
- Lighting of the walkways and driveways
- Height of garden beds and tree species selection
- Provision of shade trees along the western driveway
- Final design of the proposed fences and screens to driveways
- Materials, colours and finishes in paved surfaces and landscaped areas.

Advisory Notes

- The Environment Protection Authority has requested:

  - an appropriate *Soil Erosion and Drainage Management Plan* (as described in the 'Stormwater Pollution Prevention General Code of Practice for Local, State and Federal Government') 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. Given the fact that stormwater can contain a wide range of pollutants (such as suspended solids, nutrients and oils etc) stormwater runoff from future roofs, car parks and other impermeable surfaces should be directed to large areas of vegetation, wetlands, or to natural or man-made fresh water features, rather than directly to any waterways or Council stormwater systems; and

  - an appropriate *Construction Management Plan* which addresses the mitigation or minimisation of impacts (especially from noise and dust) during the construction phase. Dust generated by machinery and vehicular movement during site works, and any open stockpiling of soil or building materials at the site, must be suppressed by regular application of water to ensure that dust generation does not become a nuisance off-site. Site development machinery should generally not be operated outside the hours of 7 am to 6 pm daily.

- The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, 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.

- Any information sheets, guidelines documents, codes of practice, technical bulletins etc that are referenced in this decision have been provided to the planning authority or may be accessed on the following web site: http://www.environment.sa.gov.au/epa/pub.html

PRESCRIBED INFORMATION

- Adelaide City Council has advised that:

  - The Council will not adjust footpath levels to suit finished building levels. The existing footpath levels are to be retained and entrance levels of the development must meet the existing back of footpath.

  - Clear sight lines to pedestrians along the Cardwell Street footpath must be provided in accordance with Section 3.2.4 of the Australian Standard. All line marking and traffic signs should conform to Australian Standard AS 1742.2.

  - Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7426.

  - Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

  - The applicant is advised that the development is depended upon successful completion of a Road Closure process in relation to Pank Lane.

  - There is no objection to the proposed vehicle crossing place(s) and closure of the existing crossing places, however the construction of the crossing places and the closure of the existing crossing places will be undertaken by the Council and the cost of the work will be charged to the applicant. A separate application for the crossover is required to enable a quotation for the work to be provided to the applicant prior to the work being undertaken.

  - It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined by a Licensed Surveyor, prior to the commencement of any building work.

  - The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.

  - The method of garbage collection from the proposed development needs to be discussed with and approved by the Group Team Leader at the Council, John Golding, telephone 8203 7599.

  - In reference to street trees adjacent to the proposed development, the following issues must be addressed:

    - Any pruning of the tree/s, necessary to maintain the clearance between the tree/s and structures, shall only be carried out by the Council. Furthermore, the Council is not liable for any damage to the structure arising from the growth of the tree/s or by the shedding of bark, leaves, fruit etc.

- ❖ The proposed trees in Cardwell Street and Ely Place cannot be accommodated in the existing footpaths. Any subsequent upgrade of Ely Place and/or Cardwell Street would consider the planting of street trees provided there were no issues with underground and/or overhead services.

- ❖ The provision of additional street trees in Halifax Street is supported, however the "Desert Ash" variety shown on the plan is no longer permitted as a street tree.

- ❖ It is acknowledged that one street tree located in Ely Place will require removal to accommodate the proposed driveway network. The applicant is advised to contact the Council's Chief Horticulturist on 8203 7401 regarding this matter.

➢ The existing footpaths in Ely Place, Cardwell Street and Halifax Street are considered to be in fair condition and therefore there are no plans to reconstruct these footpaths in the near future. Any upgrade of the footpaths as a result of the proposed development must be discussed with and approved by the Asset Manager – Roads, Mike Barkway, telephone 8203 7277 and must accord with the Council's Draft Paving Policy in relation to pavement finishes for Halifax Street, Cardwell Street and Ely Place. Any reinstatement to the footpaths required as a result of the demolition and/or building work, will be undertaken by the Council at the applicant's expense.

➢ A Building Site Management Plan is required prior to or at the time of application for Development Approval. The Building Site Management Plan should include details of such items as:

- ❖ Work in the public realm
- ❖ Street occupation
- ❖ Hoardings
- ❖ Site amenities
- ❖ Traffic requirements
- ❖ Servicing site
- ❖ Adjoining buildings
- ❖ Reinstatement of infrastructure

Please contact Mr Mike Thomas, Principal Development Officer, on telephone 8203 7259, or e-mail m.thomas@adelaidecitycouncil.com for further clarification or information. Please note that failure to provide a building site management plan may delay development approval.

- 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.

- You are also advised that any act or work authorised or required by this Notification must be completed within three years of the date of the Notification unless this period is extended by the Commission.

- You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

PRESCRIBED INFORMATION

- You have a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.

- Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which you receive this notice or such longer time as the Court may allow.

- Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide (telephone number 8204 0300).

Pauline Lockhart

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

APPLICATION DATED: 14 Jun 2005 APPLICATION REGISTERED ON: 14 Jun 2005	FILE REFERENCE: 2001/07317 CONTACT OFFICER: Rick Hutchins 8203 7241

Application:	LD/25/2005 (020/C021/05 – Unique ID13865)
Applicant:	KINSMEN LTD
Description:	Community Titles - boundary alignment
Address:	SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Granted**	**23 September 2005**	**1**
Community Title Consent	**Granted**	**23 September 2005**	**1**
Development Approval	**Granted**	**23 September 2005**	**2**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) 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 have expired.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **23 September 2005**

Signed: Rachel Manuel

Date: 28.9.05

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[3] Sheets Attached

cc Development Assessment Commission

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Application:	LD/25/2005 (020/C021/05 – Unique ID13865)
Applicant:	KINSMEN LTD
Address:	SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

1. **The development granted Development Approval shall be undertaken in accordance with the plans/amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the amended details

CONDITIONS OF LAND DIVISION (COMMUNITY TITLE) CONSENT

Application:	LD/25/2005 (020/C021/05 – Unique ID13865)
Applicant:	KINSMEN LTD
Address:	SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

1. **The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.**

Reason: To satisfy the requirements of the Development Assessment Commission.

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

APPLICATION DATED: **19 Oct 2004** APPLICATION REGISTERED ON: **19 Oct 2004**	FILE REFERENCE: **2001/07317** CONTACT OFFICER: **Rick Hutchins 8203 7241**

Application:	CO/46/2004 (020/C507/03 – Unique ID4516)
Applicant:	KINSMEN LTD
Description:	Community Titles - create 11 titles from 1
Address:	SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Granted**	**23 September 2005**	**1**
Community Title Consent	**Granted**	**23 September 2005**	**0**
Development Approval	**Granted**	**23 September 2005**	**1**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) 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 have expired.~~

Reason 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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **23 September 2005**

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

Signed: Rachel McInnes

[ ] Private Certifier

Date: 23.9.05

[3] Sheets Attached

cc Development Assessment Commission

PRESCRIBED INFORMATION

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Application:	CO/46/2004 (020/C507/03 – Unique ID4516)
Applicant:	KINSMEN LTD
Address:	SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

1. **The development granted Development Approval shall be undertaken in accordance with the plans/amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the amended details

CONDITIONS OF LAND DIVISION (COMMUNITY TITLE) CONSENT

Application:	CO/46/2004 (020/C507/03 – Unique ID4516)
Applicant:	KINSMEN LTD
Address:	SOUTHCOTTS DEVELOPMENT SITE, 262-280 Gilles Street, ADELAIDE SA 5000

Nil

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/C036/02

FOR DEVELOPMENT APPLICATION

DATED : 25/11/02
REGISTERED ON : 3/12/02

TO: KINSMEN LTD
C/- FYFE SURVEYORS PTY LTD
PO BOX 114
KENT TOWN SA 5071
Attention: Ms Nicolle Holmes

LOCATION OF PROPOSED DEVELOPMENT:

215-237 **Street** : Halifax Street **Suburb** : Adelaide

Section No. : 573 **Hundred** : Adelaide **Volume** : **Folio** : (See attached sheet)

NATURE OF PROPOSED DEVELOPMENT
Community Title Land Division – 6 titles from 27

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
Provisional Development Plan Consent	GRANTED	ONE		
Land Division	GRANTED	THREE		
Land Division [Strata]				N/A
Provisional Building Rules Consent				N/A
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	GRANTED	FOUR		

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.

Date of Decision: 18/6/03 [x] **Delegate of the Development Assessment Commission**

Signed: [ ] **Sheets Attached**

Date: 18/6/03

SCANNED CRU 19/06/2003 09:46:27

DEVELOPMENT APPLICATION 020/C036/02

Certificates of Title

5498/356
5498/357
5498/358
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5498/382
5498/384
5498/387
5566/454
5634/119

SCANNED CRU 19/06/2003 09:46:28

DEVELOPMENT APPLICATION 020/C036/02

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 plans submitted in development application number 020/C036/02.

2. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water 10/03)

3. The necessary easements shall be granted to the SA Water Corporation free of cost.

4. Two copies of a certified survey plan shall be lodged for Certificate purposes.

ADVISORY NOTES

- The development must be substantially commenced or application for certificate made within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.

- You are also advised that the final land division certificate must be obtained from the Development Assessment Commission to complete the development within 3 years of the date of the Notification unless this period is extended by the Commission.

- You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

- You have a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.

- Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which you receive this notice or such longer time as the Court may allow.

- Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Roger Freeman
PRINCIPAL PLANNER, ASSESSMENT BRANCH
As delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

SCANNED CRU 19/06/2003 09:46:29

Attachment - Change of Use

DA/886/2002 - demolish the existing buildings and carry out remediation work

ADVICE ONLY

The above application(s) confirm Council holds information that indicates that changes in the use of the land have taken place on the site.

Data Extract for Section 7 search purposes

Valuation ID 0209042308

Data Extract Date: 05/12/2024

Parcel ID: C21998 F37

Certificate Title: CT5921/353

Property Address: 11 SOUTHCOTT WALK ADELAIDE SA 5000

Zones
City Living (CL)

Subzones
Medium-High Intensity (MHI)

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 140 metres AHD)

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.

Airport Building Heights (Regulated) (All structures over 150 metres AHD)

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.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

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 INFORMATION

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.

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

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/

PRESCRIBED INFORMATION

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

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 09042 30 8	CT5921353	6/12/2024	7836	2631163

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: R R GOLDFLAM & P MCMANUS
Location: 11 SOUTHCOTT WALK ADELAIDE LT 37 C21998
Description: 5H G
Capital Value: $ 940 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2024

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/2005	Water rates	:	157.20
Sewer main available:	1/7/2005	Sewer rates	:	292.34
		Water use	:	60.88
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	510.42CR
		Balance outstanding	:	0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 78.60 Sewer: 146.17 Bill: 1/1/2025

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 22/03/2024.

MAINS WATER USE CHARGE of $31.51 should be added to the Balance Outstanding above.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at https://maps.sa.gov.au/drainageplans/.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

SA Water

South Australian Water Corporation

Name:
R R GOLDFLAM & P MCMANUS

Water & Sewer Account
Acct. No.: 02 09042 30 8

Amount: _____

Address:
11 SOUTHCOTT WALK ADELAIDE LT 37
C21998

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0209042308

BPAY

Biller code: 8888
Ref: 0209042308

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: 0209042308

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: 2631163

DATE OF ISSUE
06/12/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER
13937919

OWNERSHIP NAME
R GOLDFLAM & P MCMANUS

PROPERTY DESCRIPTION
11 SOUTHCOTT WALK / ADELAIDE SA 5000 / LT 37 C21998

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0209042308	CT 5921/353	$940,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	354.15
- REMISSION	$	218.05
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	-186.00
= AMOUNT PAYABLE	$	0.10

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 **06/03/2025**

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
13937919

OWNERSHIP NAME
R GOLDFLAM & P MCMANUS

ASSESSMENT NUMBER
0209042308

AMOUNT PAYABLE
$0.10

AGENT NUMBER
100019503

AGENT NAME
BERTRAM FORM 1 SHOP PTY LTD

EXPIRY DATE
06/03/2025

+80013822620022> +001571+ <0550408554> <0000000010> +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: 2631163

DATE OF ISSUE
06/12/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME
R GOLDFLAM & P MCMANUS

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
11 SOUTHCOTT WALK / ADELAIDE SA 5000 / LT 37 C21998

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0209042308	CT 5921/353	$210,000.00	0.0080 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 **06/03/2025**

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	*Dhud.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

9 December 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 11 Southcott Walk, Adelaide
Registered Proprietor(s): R Goldflam and another

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 5921 Folio 353 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2631163 dated 5/12/24).

The land is the subject of an application for development which was granted approval, subject to certain conditions by the Development Assessment Commission 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 under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number
020/0850/02

FOR DEVELOPMENT APPLICATION **DATED** : 8/11/02

REGISTERED ON : 22/11/02

TO: KINSMEN LTD
C/- MR SCOTT HAYNES
KBR
186 GREENHILL ROAD
PARKSIDE SA 5063

LOCATION OF PROPOSED DEVELOPMENT:

215-237 Halifax Street and 262-274 Gilles Street, Adelaide

Section No. : 573 **Hundred** : Adelaide **Volume** : **Folio** : (see attached sheet)

NATURE OF PROPOSED DEVELOPMENT
Establish 72 dwellings

From : **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

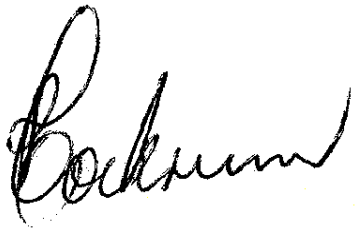
NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Provisional Development Plan Consent	GRANTED	TEN		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	Still Required			
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL	Still Required			

Six 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 (204 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.

Date of Decision: 20 May 2003

Signed:  [6] **Sheets Attached**

Date: 20 May 2003.

DEVELOPMENT APPLICATION 020/0850/02

Certificates of Title

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5734/119

DEVELOPMENT APPLICATION 020/0850/02

CONDITIONS OF CONSENT

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 the amended plans and elevations attached to the letter from KRB to Planning SA dated 6 May 2003, submitted in Development Application No. 020/0850/02.

2. That all car parks, driveways and vehicle manoeuvring areas shall conform to Australian Standards and be constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice and appropriately line marked prior to the occupation or use of the development.

3. That the landscaping shown on the plans forming part of the application shall be established prior to any residential use of the buildings and shall be irrigated, maintained and nurtured at all times with any diseased or dying plants being replaced.

4. That all external lighting of the site, including car parking areas and buildings, shall be designed and constructed to conform with Australian Standards and must be located, directed and shielded and of such limited intensity that no nuisance or loss of amenity is caused to any person beyond the site.

5. That the air conditioning or air extraction plant or ducting shall be screened such that no nuisance or loss of amenity is caused to residents and users of properties in the locality to the reasonable satisfaction of the Development Assessment Commission.

6. That all stormwater design and construction shall be in accordance with Australian Standards and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

7. That collected drainage water from any landscaped areas, planter boxes, seepage collection systems, water features, swimming pools and/or air conditioning units shall be discharged to sewer.

8. That the internal driveways shall be graded, drained and paved/sealed so that no surface water or rubble from within the property is transported across the footpath.

9. That the remediation of site contamination shall be certified by an independent accredited environmental auditor that the site is suitable for the proposed residential use, prior to any residential use of the buildings.

10. That pursuant to Section 33 (3) of the Development Act 1993, the following matters are reserved for further assessment by the Development Assessment Commission prior to granting Development Approval:

- Details of the eastern end of the brick wall fronting Gilles Street showing a return to the dwelling
- Set back of the fencing fronting Gilles Street in the openings of the existing brick wall to enable the establishment of landscaping strips in front of that fencing
- Layout, quality, and safety of the walkways
- Lighting of the walkways and driveways
- Height of garden beds and tree species selection
- Provision of shade trees along the western driveway
- Final design of the proposed fences and screens to driveways
- Materials, colours and finishes in paved surfaces and landscaped areas.

Advisory Notes

- The Environment Protection Authority has requested:

  - an appropriate *Soil Erosion and Drainage Management Plan* (as described in the "Stormwater Pollution Prevention General Code of Practice for Local, State and Federal Government") 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. Given the fact that stormwater can contain a wide range of pollutants (such as suspended solids, nutrients and oils etc) stormwater runoff from future roofs, car parks and other impermeable surfaces should be directed to large areas of vegetation, wetlands, or to natural or man-made fresh water features, rather than directly to any waterways or Council stormwater systems; and

  - an appropriate *Construction Management Plan* which addresses the mitigation or minimisation of impacts (especially from noise and dust) during the construction phase. Dust generated by machinery and vehicular movement during site works, and any open stockpiling of soil or building materials at the site, must be suppressed by regular application of water to ensure that dust generation does not become a nuisance off-site. Site development machinery should generally not be operated outside the hours of 7 am to 6 pm daily.

- The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, 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.

- Any information sheets, guidelines documents, codes of practice, technical bulletins etc that are referenced in this decision have been provided to the planning authority or may be accessed on the following web site: http://www.environment.sa.gov.au/epa/pub.html

- Adelaide City Council has advised that:

  - The Council will not adjust footpath levels to suit finished building levels. The existing footpath levels are to be retained and entrance levels of the development must meet the existing back of footpath.

  - Clear sight lines to pedestrians along the Cardwell Street footpath must be provided in accordance with Section 3.2.4 of the Australian Standard. All line marking and traffic signs should conform to Australian Standard AS 1742.2.

  - Any street numbering which may have been indicated on this application has neither been approved nor denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7426.

  - Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

  - The applicant is advised that the development is depended upon successful completion of a Road Closure process in relation to Pank Lane.

  - There is no objection to the proposed vehicle crossing place(s) and closure of the existing crossing places, however the construction of the crossing places and the closure of the existing crossing places will be undertaken by the Council and the cost of the work will be charged to the applicant. A separate application for the crossover is required to enable a quotation for the work to be provided to the applicant prior to the work being undertaken.

  - It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined by a Licensed Surveyor, prior to the commencement of any building work.

  - The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.

  - The method of garbage collection from the proposed development needs to be discussed with and approved by the Group Team Leader at the Council, John Golding, telephone 8203 7599.

  - In reference to street trees adjacent to the proposed development, the following issues must be addressed:

    - Any pruning of the tree/s, necessary to maintain the clearance between the tree/s and structures, shall only be carried out by the Council. Furthermore, the Council is not liable for any damage to the structure arising from the growth of the tree/s or by the shedding of bark, leaves, fruit etc.

- ❖ The proposed trees in Cardwell Street and Ely Place cannot be accommodated in the existing footpaths. Any subsequent upgrade of Ely Place and/or Cardwell Street would consider the planting of street trees provided there were no issues with underground and/or overhead services.

- ❖ The provision of additional street trees in Halifax Street is supported, however the Desert Ash variety shown on the plan is no longer permitted as a street tree.

- ❖ It is acknowledged that one street tree located in Ely Place will require removal to accommodate the proposed driveway network. The applicant is advised to contact the Council s Chief Horticulturist on 8203 7401 regarding this matter.

- ➢ The existing footpaths in Ely Place, Cardwell Street and Halifax Street are considered to be in fair condition and therefore there are no plans to reconstruct these footpaths in the near future. Any upgrade of the footpaths as a result of the proposed development must be discussed with and approved by the Asset Manager Roads, Mike Barkway, telephone 8203 7277 and must accord with the Council s Draft Paving Policy in relation to pavement finishes for Halifax Street, Cardwell Street and Ely Place. Any reinstatement to the footpaths required as a result of the demolition and/or building work, will be undertaken by the Council at the applicant s expense.

- ➢ A Building Site Management Plan is required prior to or at the time of application for Development Approval. The Building Site Management Plan should include details of such items as:

  - ❖ Work in the public realm
  - ❖ Street occupation
  - ❖ Hoardings
  - ❖ Site amenities
  - ❖ Traffic requirements
  - ❖ Servicing site
  - ❖ Adjoining buildings
  - ❖ Reinstatement of infrastructure

Please contact Mr Mike Thomas, Principal Development Officer, on telephone 8203 7259, or e-mail m.thomas adelaidecitycouncil.com for further clarification or information. Please note that failure to provide a building site management plan may delay development approval.

- 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.

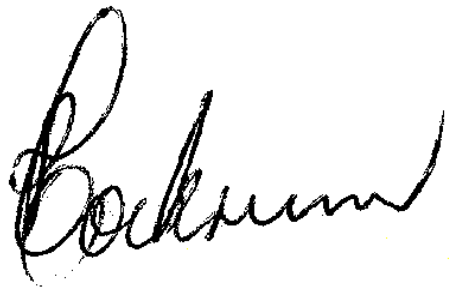
- You are also advised that any act or work authorised or required by this Notification must be completed within three years of the date of the Notification unless this period is extended by the Commission.

- You will require a fresh consent before commencing or continuing the development if you are unable to satisfy these requirements.

- You have a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.

- Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which you receive this notice or such longer time as the Court may allow.

- Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide (telephone number 8204 0300).



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 : 0002631163
Admin No : 26996 (89746)

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

09 December, 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 5921 Folio 353
Address 11 Southcott Walk, ADELAIDE SA 5000

Summary of land use:
Motor Vehicle Parts Repair

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?	**YES**
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?	**YES**
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?	**YES**

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*?	NO
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?	NO
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?	NO
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?	**YES**
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: **EPA/934; P0343; SC12335**

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.

NOTE

This parcel of land was used by a business or company who in the course of an industrial or commercial process or a teaching or research activity produced prescribed (hazardous) waste.

Waste Produced

Alkalis And Alkaline Solutions

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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