Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~

Address:

3 Vendor:

Denton Djurasevich

Address:

7/25 Hutt Street Adelaide SA 5000

4 Vendor's registered agent:

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

Address:

1/245 Fullarton Road Eastwood SA 5063

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

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

7/25 Hutt Street Adelaide SA 5000

Lot 7 Primary Community Strata Plan 20816 in the area named Adelaide Hundred of Adelaide being improved land and whole of the land in Certificate of Title Volume 5842 Folio 170

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:

7/25 Hutt Street Adelaide SA 5000

(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 notice).~~

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

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

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

5 - Effect of service

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

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

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

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*I/~~We~~ Denton Djurasevich

of 7/25 Hutt Street Adelaide SA 5000

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

Date:		Date:	
Signed		Signed	
Date:		Date:	
Signed		Signed	

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

(section 9)

✓

To the purchaser:

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

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

Exceptions:

Date: 07/08/2024

Signed:

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

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

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

(section 7(1)(b))

Note -

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

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

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

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

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

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

(b) the mortgage, charge or prescribed encumbrance -

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

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

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

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

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

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1 Mortgage of land

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

Is this item applicable? ✓

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

Are there attachments? NO

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

Number of mortgage (if registered):

13918876

Name of mortgagee:

Westpac Banking Corporation

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 5842 Folio 170

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

Condition(s) of authorisation:

Refer to Decision Notification Form for Development Application Number DA/229/1999/2 - Construct 4-storey residential building containing 12 apartments with basement car parking for 30 vehicles

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:

31/07/2024

Amount of levy payable:

$194.80

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 - 24 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: Capital City (CC)
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 visit www.code.plan.sa.gov.au.

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

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable?

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

Is this item applicable?

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable?

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable?

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

Is this item applicable?

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

Is this item applicable? ☐

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

Are there attachments? ☐

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

1 Name of community corporation: Community Corporation No. 20816 Incorporated

Address of community corporation: 25 Hutt Street 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: $1,452.00 per quarter
Sinking Fund: $596.00 per quarter
Refer to Whittles Strata and Community Title Services search attached

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

The fund currently stands to credit of:
Administration Fund: $13,625.32CR
Sinking Fund: $266,434.43CR (for future projects)
Refer to Whittles Strata and Community Title Services search attached

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

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

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

N/A

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

80 of 1,000

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

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee *for the 2 years preceding this statement / ~~since the deposit of the community plan;~~

*(*Strike out or omit whichever is the greater period)*

YES

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

YES

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

YES

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

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

6 The following documents are enclosed:

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

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

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

Refer to Whittles Strata and Community Title Services search attached

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

Name: Whittles Strata and Community Title Services

Address: 176 Fullarton Road Dulwich SA 5065

Note-

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

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

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

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

Schedule-Division 3-Community lots and strata units ✓

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

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

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

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

By-laws of the Community Scheme (11601858)

Copy of plan of Community Division (Community Plan) CP20816

Scheme Description (9036496)

Property Interest Report

Local Government Authority prescribed inquiry

SA Water Certificate

Emergency Services Levy Certificate

Land Tax Certificate

Smoke Alarm Notice

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

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

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5842 Folio 170

Parent Title(s) CT 5654/76

Creating Dealing(s) ACT 9036494

Title Issued 06/03/2001 **Edition** 6 **Edition Issued** 22/11/2022

Estate Type

FEE SIMPLE

Registered Proprietor

DENTON DJURASEVICH
OF UNIT 7 25 HUTT STREET ADELAIDE SA 5000

Description of Land

LOT 7 PRIMARY COMMUNITY STRATA PLAN 20816
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13918876	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
31/01/2001	9036496	SCHEME DESCRIPTION	FILED
24/06/2011	11601858	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

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

Whittles
Strata and Community Title Services

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

T 08 8291 2300

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

www.whittles.com.au

31/07/24

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE , SA, 5001

Dear Sir/Madam

RE: Community Corporation 20816 Inc.
25 HUTT STREET, ADELAIDE
ABN: 84079594393
Lot: 00007 Address known as: 7/25 HUTT STREET, ADELAIDE
OWNER: D Djurasevich

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 80 of a total 1000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $1,452.00 per quarter paid to 14/10/24. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $596.00 per quarter paid to 14/10/24. GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: $0.00 as at 31/07/2024. NEXT CONTRIBUTION IS DUE 15/10/2024.

(NOTE: An interest rate of 15 % per annum calculated daily applies)

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

Known Extraordinary Expenses

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

** Individual Lot water consumption paid by Community Corporation 20816 Inc.
** Common property water consumption paid by Community Corporation 20816 Inc.

Include Engineers report incl in email dated 06/09/2016 and photos.

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	$13,625.32CR
Sinking Fund	$266,434.43CR (for future projects)

Enclosures

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

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

Insurance Details

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

Records

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

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

Special Notes

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

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

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

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

Yours faithfully



Mathew Altamura
Body Corporate Manager
mathew.altamura@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 31/07/2024

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 1 Shop Pty Ltd
GPO BOX 448, ADELAIDE

Community Corporation 20816 Inc.
25 HUTT STREET, ADELAIDE
Lot: 00007 Address known as: 7/25 HUTT STREET, ADELAIDE
OWNER: D Djurasevich

Mathew Altamura

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.20816 INC
25 Hutt Street ADELAIDE SA 5000
1 May 2023 to 30 April 2024
Printed 06/06/24 16:18

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	64,038.62	66,000.00	(1,961.38)	66,052.21
TOTAL FUND INCOME	**64,038.62**	**66,000.00**	**(1,961.38)**	**66,052.21**
FUND EXPENDITURE				
Auditor fee	530.00	515.00	(15.00)	515.00
Caretaking	12,000.01	13,500.00	1,499.99	13,090.92
Carpark	0.00	0.00	0.00	390.00
Cleaning	5,610.00	5,600.00	(10.00)	2,825.00
Common property	969.28	2,000.00	1,030.72	1,061.80
Debt collection fees	40.00	0.00	(40.00)	80.00
Debt collection fees recovery	(40.00)	0.00	40.00	(40.00)
Electrical	533.00	1,500.00	967.00	1,003.90
Fire systems	5,831.22	6,200.00	368.78	4,708.30
Insurance claims	0.00	0.00	0.00	11,717.35
Insurance claims recovery	0.00	0.00	0.00	(9,277.80)
Insurance renewals	20,932.96	20,800.00	(132.96)	16,456.80
Lift	6,742.36	5,800.00	(942.36)	5,778.20
Management - Additional services fee	468.18	220.00	(248.18)	570.00
Management - Agreed Services	2,910.00	2,910.00	0.00	2,770.00
Management - Asset Maintenance Services	216.00	216.00	0.00	216.00
Management - Disbursement Fees	935.40	818.40	(117.00)	818.40
Plumbing	360.00	800.00	440.00	610.00
Reports	0.00	0.00	0.00	640.00
Security	0.00	640.00	640.00	674.90
Taxation	1,662.20	2,127.00	464.80	1,160.00
Telephone	2,724.72	3,300.00	575.28	2,694.40
Utilities-Electricity	3,851.81	5,500.00	1,648.19	3,264.01
Utilities-Water	2,232.11	3,300.00	1,067.89	1,964.97
TOTAL FUND EXPENDITURE	**68,509.25**	**75,746.40**	**7,237.15**	**63,692.15**
FUND SURPLUS (DEFICIT)	**(4,470.63)**	**(9,746.40)**	**5,275.77**	**2,360.06**

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.20816 INC
25 Hutt Street ADELAIDE SA 5000
30 April 2024
Printed 06/06/24 16:18

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	41,361.25	39,001.19
Surplus/(Deficit) For Period	(4,470.63)	2,360.06
TOTAL FUNDS	**36,890.62**	**41,361.25**
ASSETS		
Cash at Bank (MBL)	39,106.28	43,193.76
TOTAL ASSETS	**39,106.28**	**43,193.76**
LIABILITIES		
GST control account	2,150.50	1,799.51
Accrued Expenses	28.16	0.00
Unallocated Advances	37.00	33.00
TOTAL LIABILITIES	**2,215.66**	**1,832.51**
NET ASSETS	**36,890.62**	**41,361.25**

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.20816 INC
25 Hutt Street ADELAIDE SA 5000
1 May 2023 to 30 April 2024
Printed 06/06/24 16:18

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	26,312.74	27,100.00	(787.26)	27,092.74
Interest-External Accounts	7,043.44	0.00	7,043.44	1,223.19
TOTAL FUND INCOME	**33,356.18**	**27,100.00**	**6,256.18**	**28,315.93**
FUND EXPENDITURE				
Common property	2,020.00	0.00	(2,020.00)	0.00
Fire systems	2,384.00	0.00	(2,384.00)	0.00
Painting	1,648.00	0.00	(1,648.00)	0.00
Plant and equipment	0.00	0.00	0.00	1,950.00
Security	0.00	0.00	0.00	4,943.78
TOTAL FUND EXPENDITURE	**6,052.00**	**0.00**	**(6,052.00)**	**6,893.78**
FUND SURPLUS (DEFICIT)	**27,304.18**	**27,100.00**	**204.18**	**21,422.15**

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.20816 INC
25 Hutt Street ADELAIDE SA 5000
30 April 2024
Printed 06/06/24 16:18

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	232,227.23	210,805.08
Surplus/(Deficit) For Period	27,304.18	21,422.15
TOTAL FUNDS	**259,531.41**	**232,227.23**
ASSETS		
Cash at Bank (MBL)	63,803.12	143,542.38
Investment Account 1	92,144.22	88,684.85
Investment Account 2	82,997.64	0.00
Investment Account 3	20,586.43	0.00
TOTAL ASSETS	**259,531.41**	**232,227.23**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**259,531.41**	**232,227.23**

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.20816 INC
25 Hutt Street ADELAIDE SA 5000
30 April 2024
Printed 06/06/24 16:18

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	273,588.48	249,806.27
Surplus/(Deficit) For Period	22,833.55	23,782.21
TOTAL FUNDS	**296,422.03**	**273,588.48**
ASSETS		
Cash at Bank (MBL)	102,909.40	186,736.14
Investment Account 1	92,144.22	88,684.85
Investment Account 2	82,997.64	0.00
Investment Account 3	20,586.43	0.00
TOTAL ASSETS	**298,637.69**	**275,420.99**
LIABILITIES		
GST control account	2,150.50	1,799.51
Accrued Expenses	28.16	0.00
Unallocated Advances	37.00	33.00
TOTAL LIABILITIES	**2,215.66**	**1,832.51**
NET ASSETS	**296,422.03**	**273,588.48**

Investments

Investment	Fund	Bank	Bank Account	Maturity	Amount	Interest
1	Sinking	MBL	276522653	15/07/24	92,144.22	4.65%
2	Sinking	NAB	920424113	05/10/24	82,997.64	4.95%
3	Sinking	NAB	921760258	03/09/24	20,586.43	5.00%
Total Investments					**195,728.29**	

The following balances relate to amounts received or owing as at 30/04/2024

Receivables - Owner Arrears

Unit/Lot Details	Admin Contributions	Sinking Contributions	Total
00004	1,180.00	484.00	1,664.00
00010	2,087.00	858.00	2,945.00
Totals including GST (if applicable)	**3,267.00**	**1,342.00**	**4,609.00**

Debtors Nil

Allocated Advance Payments Nil

Outstanding Creditors Nil

Unallocated Advance Payments

Unit/Lot Details	Admin
00001	30.00-
00002	7.00-
Totals	**37.00-**

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: $2,812.39

Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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

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

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 20816 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 20816 INC, which comprises the Statements of Assets and Liabilities as at 30 April 2024 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 20816 INC as at 30 April 2024, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

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

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

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 20816 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

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

MGI refers to one or more of the independent member firms of the MGI international alliance of independent auditing, accounting and consulting firms. Each MGI firm in Australasia is a separate legal entity and has no liability for another Australasian or international member's acts or omissions. MGI is a brand name for the MGI Australasian network and for each of the MGI member firms worldwide. Liability limited by a scheme approved under Professional Standards Legislation.

Success Your Way

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

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 20816 INC

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

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

Auditor's Responsibilities for the Audit of the Financial Report

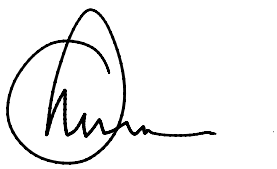
Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that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

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

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

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants



Clayton Lawrence
Director

Eastwood, South Australia
7 June 2024

MGI refers to one or more of the independent member firms of the MGI international alliance of independent auditing, accounting and consulting firms. Each MGI firm in Australasia is a separate legal entity and has no liability for another Australasian or international member's acts or omissions. MGI is a brand name for the MGI Australasian network and for each of the MGI member firms worldwide. Liability limited by a scheme approved under Professional Standards Legislation.

Success Your Way

Whittles
Strata and Community Title Services

4 July 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.20816 INC 25 Hutt 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

Mathew Altamura
Body Corporate Manager

Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.20816 INC.

Meeting Date	4 July 2024		
Meeting Location	Via Whittles Management Video / Teleconference Facilities		
Time	05:30 PM	Closed: 06:15 PM	
Lots Represented	00004	K J Wilson	Owner present
	00006	Mr J L Crosby	Owner present (pre-voted)
	00009	Mr S P & Mrs J Mc Carthy	Owner present
	00010	A K Daniell	Owner present
By Proxy	00005	Mr L & Mrs L Manolakos	Proxy Name: S McCarthy
	00007	D Djurasevich	Proxy Name: Whittles
	00008	Ms D A Picton	Proxy Name: S McCarthy
	00011	J D Sheard	Proxy Name: S McCarthy
	00012	Sole Property Pty Ltd	Proxy Name: Kristy Sander
Chairperson	S McCarthy		
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 5 JUL 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 8	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 audited Statement of Accounts for the financial year ending 30 APR 2024, which have been circulated to all members, is accepted.				
Motion CARRIED.				
Votes	Yes: 8	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 MAY 2024 to 30 APR 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: 8	No: 0	Abs: 1	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 9 - Mr S J Mc Carthy has been elected unopposed as Presiding Officer.

Election of Secretary
Lot 4 - Ms K J Wilson has been elected unopposed as Secretary.

Election of Treasurer
Lot 8 - Ms D Picton has been elected unopposed as Treasurer.

Election of Ordinary Member/s
Lot 6 - Mr J L Crosby, Lot 5 - Mrs L Manolakos 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, 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		
Primary Duty of Care / Common Property / Safety Report		
In accordance with *SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936*, a comprehensive professional report was last performed in 09/17 and is available for viewing at whittles.com.au through your owner portal.		

Motion 9				
Sinking Fund Forecast	**Ordinary Resolution**			
It was defeated that a suitably qualified contractor be instructed to inspect the property and prepare an updated projection at an estimated cost of $1,200.00. The *Statutes Amendment (Community and Strata Titles) Act 2012*, requires that all Strata and Community Body Corporates other than small groups (6 or less) prepare a forward budget for maintenance and capital works. This forward budget must be tabled at each Annual General Meeting and new information must be presented for consideration no less than every three (3) years for Corporations consisting of 7-20 lots and five (5) years for Corporations consisting of more than 20 lots.				
Motion DEFEATED.				
Votes	Yes: 1	No: 8	Abs: 0	Inv: 0

Item 10		
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 11		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in 08/22 recommended insurance cover of $17,360,000 and is available for viewing at whittles.com.au through your owner portal.		

Motion 12				
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 $17,360,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises. The Body Corporate's Certificate of Currency/Insurance is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 9	No: 0	Abs: 0	Inv: 0

Item 13		
General Business		
External Window Cleaning It was resolved to continue with the window cleaning 2 x per annum in April and November. **Caretaker** It was resolved to continue with Site Services SA. **Security Reminder** The Presiding Officer reminded all owners to remain vigilant when it comes to security of the property. All owners are to ensure the garage door is closed when leaving the building, and also report any issues to the Corporation Manager.		

Motion 14				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $16,500.00 for the financial year ending 30 APR 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: 8	No: 0	Abs: 1	Inv: 0

Motion 15				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of $6,775.00 for the financial year ending 30 APR 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: 8	No: 0	Abs: 1	Inv: 0

Motion 16				
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 and/or Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $24,100.00. 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.				
Votes	Yes: 8	No: 0	Abs: 1	Inv: 0

Motion 17				
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 $530.00.				
Motion CARRIED.				
Votes	Yes: 8	No: 0	Abs: 1	Inv: 0

Motion 18				
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 and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 8	No: 0	Abs: 1	Inv: 0

Motion 19				
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.20816 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: 8	No: 0	Abs: 1	Inv: 0

Item 20		
Next Meeting & Closure		
Next years AGM is to be held at a time and to be advised by the Corporation Manager.		

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

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

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

If you have another property that you would like to consider for management by Whittles, please advise your manager so a proposal can be arranged or "request a quote" through the above website.

BUDGET

COMMUNITY CORP.20816 INC
25 HUTT STREET, ADELAIDE

Year ending April 2025

ADMINISTRATIVE FUND

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
INCOME					
Contributions	*16,500.00*	*16,500.00*	*16,500.00*	*16,500.00*	***$66,000.00***
Arrears	*2,970.00*	*0.00*	*0.00*	*0.00*	***$2,970.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***19,470.00***	***16,500.00***	***16,500.00***	***16,500.00***	***$68,970.00***
EXPENDITURE					
Auditor fee	*530.00*	*0.00*	*0.00*	*0.00*	***$530.00***
Caretaking	*3,375.00*	*3,375.00*	*3,375.00*	*3,375.00*	***$13,500.00***
Cleaning - Windows	*0.00*	*0.00*	*2,800.00*	*2,800.00*	***$5,600.00***
Common property	*500.00*	*500.00*	*500.00*	*500.00*	***$2,000.00***
Electrical	*375.00*	*375.00*	*375.00*	*375.00*	***$1,500.00***
Fire systems - Monitoring	*0.00*	*1,200.00*	*0.00*	*0.00*	***$1,200.00***
Fire systems - Services	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Insurance - Renewal	*24,100.00*	*0.00*	*0.00*	*0.00*	***$24,100.00***
Lift - Service contract	*1,625.00*	*1,625.00*	*1,625.00*	*1,625.00*	***$6,500.00***
Management - Additional services fee	*220.00*	*0.00*	*0.00*	*0.00*	***$220.00***
Management - Agreed Services	*785.50*	*785.50*	*785.50*	*785.50*	***$3,142.00***
Management - Asset Maintenance Services	*48.75*	*48.75*	*48.75*	*48.75*	***$195.00***
Management - Disbursement Fees	*186.00*	*186.00*	*186.00*	*186.00*	***$744.00***
Plumbing	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
Public Officer Fee	*150.00*	*0.00*	*0.00*	*0.00*	***$150.00***
Security - Maintenance	*160.00*	*160.00*	*160.00*	*160.00*	***$640.00***
Taxation - Accountants fee	*0.00*	*0.00*	*0.00*	*250.00*	***$250.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Technology and System Fees	*48.00*	*48.00*	*48.00*	*48.00*	***$192.00***
Telephone	*825.00*	*825.00*	*825.00*	*825.00*	***$3,300.00***
Utilities - Electricity	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Utilities - Water	*825.00*	*825.00*	*825.00*	*825.00*	***$3,300.00***
Total	***36,703.25***	***12,903.25***	***14,503.25***	***14,753.25***	***$78,863.00***

SINKING FUND

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
INCOME					
Contributions	*6,775.00*	*6,775.00*	*6,775.00*	*6,775.00*	***$27,100.00***
Arrears	*1,219.99*	*0.00*	*0.00*	*0.00*	***$1,219.99***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***7,994.99***	***6,775.00***	***6,775.00***	***6,775.00***	***$28,319.99***
EXPENDITURE					
Reports - Insurance valuation	*0.00*	*660.00*	*0.00*	*0.00*	***$660.00***
Total	***0.00***	***660.00***	***0.00***	***0.00***	***$660.00***

CASH FLOW SUMMARY

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*36,890.62*	*19,657.37*	*23,254.12*	*25,250.87*	***$36,890.62***
Add: Contributions	*16,500.00*	*16,500.00*	*16,500.00*	*16,500.00*	***$66,000.00***
Add: Arrears	*2,970.00*	*0.00*	*0.00*	*0.00*	***$2,970.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*36,703.25*	*12,903.25*	*14,503.25*	*14,753.25*	***$78,863.00***
CLOSING BALANCE	*19,657.37*	*23,254.12*	*25,250.87*	*26,997.62*	***$26,997.62***
SINKING FUND					
Opening Balance	*259,531.41*	*267,526.40*	*273,641.40*	*280,416.40*	***$259,531.41***
Add: Contributions	*6,775.00*	*6,775.00*	*6,775.00*	*6,775.00*	***$27,100.00***
Add: Arrears	*1,219.99*	*0.00*	*0.00*	*0.00*	***$1,219.99***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*0.00*	*660.00*	*0.00*	*0.00*	***$660.00***
CLOSING BALANCE	*267,526.40*	*273,641.40*	*280,416.40*	*287,191.40*	***$287,191.40***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1000
Number of Lots 12

	— Effective from 15/07/24 —			— Effective from 15/07/24 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
1	65	1,072.50	**$1,180**	65	440.37	**$484**
2	65	1,072.50	**$1,180**	65	440.37	**$484**
3	65	1,072.50	**$1,180**	65	440.37	**$484**
4	65	1,072.50	**$1,180**	65	440.37	**$484**
5	65	1,072.50	**$1,180**	65	440.37	**$484**
6	65	1,072.50	**$1,180**	65	440.37	**$484**
7	80	1,320.00	**$1,452**	80	542.00	**$596**
8	80	1,320.00	**$1,452**	80	542.00	**$596**
9	115	1,897.50	**$2,087**	115	779.12	**$857**
10	115	1,897.50	**$2,087**	115	779.12	**$857**
11	110	1,815.00	**$1,997**	110	745.25	**$820**
12	110	1,815.00	**$1,997**	110	745.25	**$820**
QUARTERLY TOTAL		*$16,500.00*	***$18,152.00***		*$6,774.96*	***$7,450.00***

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.20816 INC 25 Hutt 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

Mathew Altamura
Body Corporate Manager

Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.20816 INC

Meeting Date	5 July 2023		
Meeting Location	Via WebEx.com/meet/mathew.altamura Dial: 08 8249 7881 Access code: 2651 786 2455		
Time	05:30 PM		Closed: 06:30 PM
Lots Represented	00004	K J Wilson	Owner present
	00007	D Djurasevich	Owner present
	00009	Mr S P & Mrs J Mc Carthy	Owner present
	00010	A K Daniell	Owner present
	00011	J D Sheard	Owner present
	00012	David H Brown	Electronic vote
By Proxy	00003	Ms J Worrall	Proxy Name: Whittles
	00005	Mr L & Mrs L Manolakos	Proxy Name: Mr S P Mc Carthy
	00006	Mr J L Crosby	Proxy Name: Whittles
	00008	Denise Ann Picton	Proxy Name: G Picton
Chairperson	Mr S Mc Carthy		
Additional Attendees	Mathew Altamura, Body Corporate Manager, representing Whittles Body Corporate Management Pty Ltd.		
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 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 Extraordinary General Meeting held on 21 NOV 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3		
Acceptance of Statement of Accounts	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the unaudited Statement of Accounts for the financial year ending 30 APR 2023, which have been circulated to all members, is accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	**Ordinary Resolution**	
It was resolved that the Body Corporate decide under s76(9) of the *Community Titles Act 1996* to: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 MAY 2023 to 30 APR 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 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
J D Sheard has been elected unopposed as Presiding Officer.

Election of Secretary
K Wilson has been elected unopposed as Secretary.

Election of Treasurer
S McCarthy has been elected unopposed as Treasurer.

Election of Ordinary Member
Ms D A Picton, Mr J L Crosby, and Mrs L Manolakos have been elected to the committee.

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

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

Item 8		
Primary Duty of Care / Common Property / Safety Report		
In accordance with *SA Work Health & Safety Act 2012 and or SA Civil Liability Act 1936*, a comprehensive professional report was last performed in September 2017. The existing report is available for viewing at whittles.com.au through your owner portal.		

Item 9		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency included with the meeting notice and 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 was performed in August 2022 and recommended insurance cover of $17,360,000. The Insurance Valuation is available for viewing at whittles.com.au through your owner portal.		

Motion 11		
Insurance Renewal	**Ordinary Resolution**	

It was resolved that the Body Corporate Manager is to arrange quotes and renewal of the Body Corporate's insurance for a sum insured of $17,360,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.

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

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

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

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

Motion CARRIED.

Item 12		
General Business		

External Window Cleaning
Members present resolved to continue to undertake window cleaning in November and April.

Caretaker
Members present resolved to continue using Site Services SA for the Corporations general cleaning.

Security Cameras
The Presiding Officer advised he is in the process of arranging security cameras for the lane way which will hopefully act as a deterrent following recent graffiti to the side of the building.

Intercom system
The Corporation Manager, Presiding Officer and Treasurer met with representatives from Austronics to discuss the ongoing issues with the intercom system.

The Presiding Officer provided an update to all owners outlining the current issues.

It was agreed that the Presiding Officer would investigate replacement options for the current system which would be reviewed by the Management Committee with the aim to call an EGM to be presented to all owners rather than continue to troubleshoot with Austronics.

Motion 13		
Lot 7 - Approval to Keep Two Cats	**Ordinary Resolution**	
It was resolved that the Body Corporate authorises the Owners of Lot 7 to keep two Cats in accordance with the written application attached to the meeting notice, subject to the following conditions: That the animals must be properly restrained whilst on common property; That the animals must be prevented from causing a nuisance, particularly by noise or fouling; That this consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.		
Motion CARRIED.		

Motion 14		
Administrative Fund Budget	**Ordinary Resolution**	
It was defeated that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted. Contributions reflected in this budget are an increase from the previous budget with proposed quarterly contributions for the Corporation of $18,500.00 for the financial year ending 30 APR 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 DEFEATED.		
Notes		
Members present agreed to keep contributions at the current level of $16,500 per quarter.		

Motion 15		
Sinking Fund Budget	**Ordinary Resolution**	
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are the same as the previous budget with proposed quarterly contributions for the Corporation of $6,775.00 for the financial year ending 30 APR 2024. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.		
Motion CARRIED.		

Motion 16		
Insufficient Funds Special Levy Authority	**Ordinary Resolution**	
The Body Corporate resolve should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $20,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

Motion 17		
Audit of Annual Financial Statement	**Ordinary Resolution**	
It was resolved that in accordance with Part 13, Division 2 of the *Community Titles Act 1996*, the Body Corporate may elect to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of $500.00.		
Motion CARRIED.		

Motion 18		
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**	
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

Motion 19		
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.20816 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 20		
Next Meeting & Closure		
Next year's AGM is to be held at a time and date to be confirmed by the Corporation Manager.		

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.20816 INC
25 HUTT STREET, ADELAIDE

Year ending April 2024

ADMINISTRATIVE FUND

	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	Annual Total
INCOME					
Contributions	*16,500.00*	*16,500.00*	*16,500.00*	*16,500.00*	***$66,000.00***
Arrears	*1,014.54*	*0.00*	*0.00*	*0.00*	***$1,014.54***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***17,514.54***	***16,500.00***	***16,500.00***	***16,500.00***	***$67,014.54***
EXPENDITURE					
Auditor fee	*515.00*	*0.00*	*0.00*	*0.00*	***$515.00***
Caretaking	*3,375.00*	*3,375.00*	*3,375.00*	*3,375.00*	***$13,500.00***
Cleaning - Windows	*0.00*	*0.00*	*2,800.00*	*2,800.00*	***$5,600.00***
Common property	*500.00*	*500.00*	*500.00*	*500.00*	***$2,000.00***
Electrical	*375.00*	*375.00*	*375.00*	*375.00*	***$1,500.00***
Fire systems - Monitoring	*0.00*	*1,200.00*	*0.00*	*0.00*	***$1,200.00***
Fire systems - Services	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Insurance - Renewal	*20,800.00*	*0.00*	*0.00*	*0.00*	***$20,800.00***
Lift - Service contract	*1,450.00*	*1,450.00*	*1,450.00*	*1,450.00*	***$5,800.00***
Management - Additional services fee	*220.00*	*0.00*	*0.00*	*0.00*	***$220.00***
Management - Agreed services	*727.50*	*727.50*	*727.50*	*727.50*	***$2,910.00***
Management - Asset maintenance services	*54.00*	*54.00*	*54.00*	*54.00*	***$216.00***
Management - Disbursement fees & service	*204.60*	*204.60*	*204.60*	*204.60*	***$818.40***
Plumbing	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
Security - Maintenance	*160.00*	*160.00*	*160.00*	*160.00*	***$640.00***
Taxation - Accountants fee	*0.00*	*0.00*	*0.00*	*250.00*	***$250.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Taxation - PAYG Income Tax Instalment	*877.00*	*0.00*	*0.00*	*0.00*	***$877.00***
Telephone	*825.00*	*825.00*	*825.00*	*825.00*	***$3,300.00***
Utilities - Electricity	*1,375.00*	*1,375.00*	*1,375.00*	*1,375.00*	***$5,500.00***
Utilities - Water	*825.00*	*825.00*	*825.00*	*825.00*	***$3,300.00***
Total	***33,983.10***	***12,771.10***	***14,371.10***	***14,621.10***	***$75,746.40***

SINKING FUND

	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	Annual Total
INCOME					
Contributions	*6,775.00*	*6,775.00*	*6,775.00*	*6,775.00*	***$27,100.00***
Arrears	*440.00*	*0.00*	*0.00*	*0.00*	***$440.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***7,215.00***	***6,775.00***	***6,775.00***	***6,775.00***	***$27,540.00***

CASH FLOW SUMMARY

	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	Annual Total
ADMINISTRATIVE FUND					
Opening Balance	*41,361.25*	*24,892.69*	*28,621.59*	*30,750.49*	***$41,361.25***
Add: Contributions	*16,500.00*	*16,500.00*	*16,500.00*	*16,500.00*	***$66,000.00***
Add: Arrears	*1,014.54*	*0.00*	*0.00*	*0.00*	***$1,014.54***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*33,983.10*	*12,771.10*	*14,371.10*	*14,621.10*	***$75,746.40***
CLOSING BALANCE	*24,892.69*	*28,621.59*	*30,750.49*	*32,629.39*	***$32,629.39***
SINKING FUND					
Opening Balance	*232,227.23*	*239,442.23*	*246,217.23*	*252,992.23*	***$232,227.23***
Add: Contributions	*6,775.00*	*6,775.00*	*6,775.00*	*6,775.00*	***$27,100.00***
Add: Arrears	*440.00*	*0.00*	*0.00*	*0.00*	***$440.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*239,442.23*	*246,217.23*	*252,992.23*	*259,767.23*	***$259,767.23***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1000
Number of Lots 12

	— Effective from 15/07/23 —			— Effective from 15/07/23 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
1	65	1,072.50	**$1,180**	65	440.37	**$484**
2	65	1,072.50	**$1,180**	65	440.37	**$484**
3	65	1,072.50	**$1,180**	65	440.37	**$484**
4	65	1,072.50	**$1,180**	65	440.37	**$484**
5	65	1,072.50	**$1,180**	65	440.37	**$484**
6	65	1,072.50	**$1,180**	65	440.37	**$484**
7	80	1,320.00	**$1,452**	80	542.00	**$596**
8	80	1,320.00	**$1,452**	80	542.00	**$596**
9	115	1,897.50	**$2,087**	115	779.12	**$857**
10	115	1,897.50	**$2,087**	115	779.12	**$857**
11	110	1,815.00	**$1,997**	110	745.25	**$820**
12	110	1,815.00	**$1,997**	110	745.25	**$820**
QUARTERLY TOTAL		*$16,500.00*	***$18,152.00***		*$6,774.96*	***$7,450.00***

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.20816 INC 25 HUTT STREET, ADELAIDE, SA, 5000

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Mathew Altamura
Body Corporate Manager

Whittles
Strata and Community Title Services

Minutes of the Extraordinary General Meeting
COMMUNITY CORP.20816 INC

Meeting Date	21 November 2022		
Meeting Location	Via Webex		
Time	11:00 AM		Closed: 11:15 AM
Lots Represented	2	K Markou	Owner present
	3	Ms J Worrall	Electronic vote
	4	Mr N W & Ms K A Teague	Electronic vote
	5	Mr L & Mrs L Manolakos	Electronic vote
	8	Ms D A Picton	Electronic vote
	9	Mr S P & Mrs J Mc Carthy	Electronic vote
	11	J D Sheard	Electronic vote
	12	Sole Property Pty Ltd	Owner present
Chairperson	Mathew Altamura		

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

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 7 JUL 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3				
Approval For New Purchaser of Lot 4 To Keep Two (2) Cats	**Ordinary Resolution**			
That, the Body Corporate authorises the new purchaser of Lot 4 to keep two cats upon settlement of the property in accordance with the written application, and subject to the following conditions: That the animal must be properly restrained whilst on common property; That the animal must be prevented from causing a nuisance, particularly by noise or fouling; That this consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.				
Motion CARRIED.				
Votes	Yes: 7	No: 1	Abs: 0	Inv: 0

Item 4		
Meeting Closure		
There being no further business the meeting closed at 11:15 AM.		

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.***

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
15/06/11	Changes to By-Laws a. Motion by Special Resolution Motion: The Corporation by Special Resolution seeks to amend by-law 27 - Use of Lots - specific FROM: Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments: 27.1 Lots shall only be used for residential accommodation. 27.2 A Lot holder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months. This clause 27 does not preclude a Lot-holder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation. TO: Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments: 27.1 Lots shall only be used for residential accommodation. 27.2 A Lot-holder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less that two (2) months. This clause 27 does not preclude a Lot holder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation for a period of not less than two (2) months. Nil votes against, resolution passed. Special Levy Authority It was agreed that where a shortfall of funds occurred, the funds required to meet such a shortfall be acquired by levy raised by the Corporation Manager following consultation with the Presiding Officer and be chargeable in accordance with lot entitlement in respect of each lot.

17/07/12 No Resolutions Recorded

18/07/13 AGM No Resolutions Recorded

16/06/14 AGM No Resolutions Recorded

07/05/15 EGM **Approval to keep a Dog at Lot 11**

That the owners of Lot 11 be granted approval by Community Corporation 20816 Inc to keep a small Maltese Shih Tzu in or in the vicinity of Lot 11 in accordance with the proposed "Pet Agreement" circulated to all owners.

Motion Carried **YES 8/ NO 2/ ABSTAIN 0**

29/06/15 AGM **Sun Blind Installation(Special Resolution)**

Submitted by the Owner of Lot 6.
That the owner of Lot 6 sought approval from the Corporation to install a sun blind as per documentation circulated to all owners.

Motion Carried - Nil votes against

20/04/16 EGM **3. Resolution 1. (Ordinary Resolution)**

The Community Corporation resolved to proceed with the quote of $15,000 from Fire & Emergency SA Pty Ltd (FESSA) dated 17 December 2015, to replace the existing Fire Alarm System with a new Pertronic Fire Alarm System that is compliant with today's Standards (AS1670.1 2004) and that a work-order be issued to FESSA to proceed with the installation of the new system.

Motion Carried

4. Resolution 2. (Ordinary Resolution)

The Management Committee is authorised to approve any additional costs associated with the installation of the new system, eg., the phone line/services to connect the alarm system to the Metropolitan Fire Service (MFS) and any other ancillary costs that may occur.

Motion Carried

28/06/16 AGM **Lot 11-Installation of Instantaneous Gas Hot Water Unit**

That the Corporation grant approval to the owner of Lot 11 to install an instantaneous gas hot water unit on the top level balcony - replacing the two electric storage units within the apartment. All costs associated with the installation and maintenance of the gas hot water unit will be borne by the Lot Owner and/or their successors. The owner and/or their successors agree to indemnify the Body Corporate from any claims what-so-ever that may ensue as a result of this work.

Motion Carried **YES 9 / NO 0/ ABSTAIN 1**

Lot 11 - Velux Roof Window (Special Resolution)

That the Corporation grant approval to the owner of Lot 11 to install a Velux roof window to the top level bathroom to provide light into the room and assist with heat extraction/ventilation. All costs associated with the installation and maintenance of the window will be borne by the Lot Owner and/or their successors. The owner and/or their successors agree to indemnify the Body Corporate from any claims what-so-ever that may ensue as a result of this work.

Motion Carried **YES 10 / NO 0/ ABSTAIN 0**

Lot 11 - Roof Ventilation System (Special Resolution)

That the Corporation grant approval to the owner of Lot 11 to install a permanent fixed roof ventilation system to extract ambient heat from the roof cavity above the upstairs living room.

All costs associated with the installation and maintenance of the system will be borne by the Lot Owner and/or their successors. The owner and/or their successors agree to indemnify the Body Corporate from any claims what-so-ever that may ensue as a result of this work.

It was agreed that the owner of Lot 11 will arrange for maintenance on the roof ventilation system on at least a 12 monthly basis.

Motion Carried **YES 9/ NO 1/ ABSTAIN 0**

Date of Meeting	Details of Resolution

28/06/16 AGM cont...

Lot 11 - Sashless Window (Special Resolution)

That the Corporation grant approval to the owner of Lot 11 to convert a fixed glass window panel to a 'sashless' window on the upstairs kitchen window to provide ventilation as there are no opening windows on this level. All costs associated with the installation and maintenance of the window will be borne by the Lot Owner and/or their successors. The owner and/or their successors agree to indemnify the Body Corporate from any claims what-so-ever that may ensue as a result of this work.

Motion Carried **YES 10/ NO 0 / ABSTAIN 0**

12/09/16 EGM

Resolution - Lot 11 - Opening Roof Pergola System (Special Resolution)

That the Corporation grant approval by Special Resolution for Lot 11 to install an Opening Roof Pergola System in accordance with the supplied documentation.

MOTION CARRIED **YES 7 / NO 0/ ABSTAIN 0**

10/07/17 AGM

10. Atrium Water Ingress Rectification (Ordinary Resolution)

The Management Committee moved, that the Corporation authorises rectification works to the southern courtyard planter area to rectify the water ingress from the Atrium.

Further, that the Corporation's Management Committee is granted absolute authority to select an appropriate contractor to undertake these works.

Lot Owners advised that the cost of this work will be drawn from the available funds held in the Corporation's Sinking Fund.

For your reference the Management Committee included with the Annual General Meeting Notice two indicative quotes for these works, being from Bawden Building Services and Aquatec Waterproofing Solutions.
MOTION CARRIED

The members present reviewed and discussed the quotations from Bawden Building Services and Aquatec Waterproofing Solutions.

The Presiding Officer explained to the members present that from experience Bawden appears to be more qualified and economical than Aquatec.

After discussion, the members present agreed to engage Bawden Building Services to undertake this work.

11. Planter Boxes (Ordinary Resolution)

The Management Committee moved, that the Corporation authorises works to have any planter boxes on any balcony moved as required to enable repair work to be undertaken on any deteriorating joint sealant causing damage to the Corporation's common property.

If any planter boxes are damaged during these works then any costs associated with replacement of the planter boxes will be negotiated with the Lot Holder and the Corporation's Management Committee. Further, that the Corporation's Management Committee is granted absolute authority to select an appropriate contractor to undertake these works.

Lot Owners are advised that the cost of this work will be drawn from the available funds held in the Corporation's Sinking Fund.

For reference the Management Committee has included with the Annual General Meeting Notice two indicative quotes for these works, being from Bawden Building Services and Aquatec Waterproofing Solutions.
MOTION CARRIED

The members present reviewed the quotations from Bawden Building Services and Aquatec Waterproofing Solutions and discussed the technicalities involved in moving the planter boxes.

It was generally agreed by the members present that the matter required further discussion with the committee members to clarify some of the responsibilities and intricacies involving this work.

The members present resolved to provide further instructions to the Corporation Manager once all ambiguities have been clarified.

12. Lot 3 - Water Damage (Ordinary Resolution)

That the Corporation authorised rectification in regards to the resultant water damage within Lot 3.
These works may require the addressing of joints in the pre-cast concrete slab of the Corporation
exterior walls, and may result in requiring the use of a scissor lift and the closing off of Tucker Street.
Further, that the Corporation's Management Committee is granted absolute authority to select an appropriate contractor to undertake these works.
Lot Owners are advised that the cost of this work will be drawn from the available funds held in the Corporation's Sinking Fund.
MOTION CARRIED

28/05/18 EGM Lot 10 - Approval To Keep A Small Dog (Ordinary Resolution)

The Body Corporate authorised the future owner of Lot 10 Mr Campbell to keep a dog which weighs 4kg and is 12 years old at the Lot, in accordance with the written application attached, and 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 8/ NO 3/ ABSTAIN 0

It was noted that the owner of Lot 4 presented a medical certificate for consideration of the members present in regards to asthma that is triggered by animal fur.

12/06/18 AGM **Lot 5 - Approval To Keep A Dog (Ordinary Resolution)**

That, the Body Corporate authorises the Owners of Lot 5 to keep a small dog in accordance with the written application, subject to the following conditions:
That the animal must be properly restrained whilst on common property;
That the animal must be prevented from causing a nuisance, particularly by noise or fouling;
That 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 - 4 / ABSTAIN - 0

Members present resolved this approval is based on the understanding that the dog would not be a puppy, rather an adopted animal from Moving Paws (or similar) with a known background.

13. Replacement Of Car Park Fluros (Ordinary Resolution)

That, the Body Corporate accept the quotation from Electric Environs to undertake the following work;

- To remove all fluros tubes and fittings from the car park (30);
- To replace with new fittings that are LED that include a 3 year warranty;
- To install a new motion sensor to control lighting on the northern side of the car park operated in parallel to the existing sensor located on the southern side of the car park and
- The quoted costs of the works are $4,250.00 + GST.

Lot Owners were advised the cost of this work will be drawn from the available funds held in the Corporation's Sinking Fund.

MOTION CARRIED

It was also noted that the entry/exit door located by the roller door to the car park appears to not be locking correctly externally. The Body Corporate Manager will have the caretaker look into this matter.

Date of Meeting	Details of Meeting
18/06/19 AGM	No Resolutions Recorded

24/06/20 AGM

Installation of Opening Pergola Lot 9 (Special Resolution)

That the Corporation grant approval by Special Resolution for Lot 9 to install an Opening Roof Pergola System in accordance with the supplied documentation. This opening pergola is to be consistent in nature and replicating the aesthetic as per the opening pergola installed on Lot 11.
All costs associated with the installation and maintenance of the opening pergola will be borne by the Lot Owner and/or their successors.
The owner and/or their successors agree to indemnify the Body Corporate from any claims what-so-ever that may ensue as a result of this work.
The Lot owners is responsible for any approval of any regulatory authority and works are to be undertaken by a professional contractor.
MOTION CARRIED YES 9 / NO 1/ ABSTAIN 0

It was confirmed that the colour of the pergola would match the external colour of the building.

Approval to Install an Antenna - Lot 11 (Special Resolution)

That the Body Corporate authorises the Owner of Lot 11 to erect an Antenna at that Lot in accordance with the written application attached, 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;
All costs associated with the installation/removal and maintenance of the Antenna will be borne by the Owner of that Lot and/or their successors.

MOTION CARRIED YES 10 / NO 0/ ABSTAIN 0
It was requested by Lot 12 that it be placed as far away as practical from the roof area of Lot 12.

28/01/21 EGM

3. Approval To Keep A Cat - Attachment (Ordinary Resolution)

That, the Body Corporate authorises the Owners of Lot 7 to keep a small cat in accordance with the written application given prior to the meeting, and subject to the following conditions:
That the animal must be properly restrained whilst on common property;
That the animal must be prevented from causing a nuisance, particularly by noise or fouling;
That this consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.
YES 5 / NO 2 / ABSTAIN 0
MOTION CARRIED
It was noted that owner of Lot 4 had submitted information for the consideration of the other members in regards to a health condition.

15/06/21 AGM No Resolutions Recorded

07/07/22 AGM **12. Lot 7 - Approval To Keep A Cat (Ordinary Resolution)**

That, the Body Corporate authorises the Owners of Lot 7 to keep a Cat in accordance with the written application that was attached to the meeting notice, and subject to the following conditions:

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

21/11/22 EGM Approval For New Purchaser of Lot 4 To Keep Two (2) Cats

That, the Body Corporate authorises the new purchaser of Lot 4 to keep two cats upon settlement of the property in accordance with the written application, and subject to the following conditions:

That the animal must be properly restrained whilst on common property;

That the animal must be prevented from causing a nuisance, particularly by noise or fouling;

That this consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.

Lot 7 - Approval to keep two (2) cats

It was resolved that the Body Corporate authorises the Owners of Lot 7 to keep two Cats in accordance with the written application attached to the meeting notice, subject to the following conditions:

05/07/2023 (AGM)
That the animals must be properly restrained whilst on common property;
That the animals must be prevented from causing a nuisance, particularly by noise or fouling;
That this consent and approval shall apply to this animal only and shall be revoked upon the death or removal of the animal.
MOTION CARRIED

04/07/2024 (AGM) No Resolutions Recorded

COMMUNITY CORPORATION 20816 INC.
25 Hutt Street, Adelaide SA 5000

Approvals & Policies

2009

LEVY ARREARS
Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures.

1. Interest on Overdue Levies
   The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.

2. Accounting Fees
   In accordance with the Management Agreement owners are to be charged an accounting fee set by the Body Corporate Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.

3. Debt Collection
   That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action, to recover all outstanding monies.

4. Costs
   All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.

STRATA DIRECTORY:
Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

FAILURE TO NOTIFY CHANGE OF CONTACT DETAILS
Following an overview of the procedure it was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that in accordance with the Management agreement owners are to be charged a fee(s) as set by the Body Corporate Manager.

FINANCIAL CHARGES
It was resolved that in the event that an owners payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner.

Sylvia Carlsson | Assistant Manager

176 Fullarton Rd Dulwich SA 5065
PO Box 309 Kent Town SA 5071

P: (08) 8291 2300 | D: (08) 8291 2351 | E: Sylvia.Carlsson@whittles.com.au

Whittles are proud supporters and sponsors of the All Kids Education Centre in Cambodia (a project of the Australia Cambodia Foundation Inc), Variety The Childrens Charity, and The Royal Flying Doctor Service

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From: Robyn Spragg
Sent: Tuesday, 6 September 2016 9:57 AM
To: Sylvia Carlsson
Subject: FW: C/C 20816 Inc - 25 Hutt St

Please load report and photos onto C/C 20816 Inc. - These must be sent with Section 41Â's.

Thank you

Robyn Spragg | Body Corporate Manager

176 Fullarton Rd Dulwich SA 5065
PO Box 309 Kent Town SA 5071

P: (08) 8291 2300 | D: (08) 8291 2349
E: Robyn.Spragg@whittles.com.au

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From: Tony Hurley [mailto:athurley@bigpond.com]
Sent: Monday, 5 September 2016 9:54 PM
To: Robyn Spragg
Subject: C/C 20816 Inc - 25 Hutt St

Hi Robyn,
As you know we have been addressing some of the issues raised in the e-mail below EG we have quotes for items a and b that we are considering.
For item f Â"Heave of the basement floorÂ", Jon Rudd the Civil Engineer we engaged to provide the report below, recommended that;
ÂÂ"*Now this heave has occurred it is unlikely to continue or retract unless a significant change is made to the soil moisture conditions. Hence it would be appropriate to repair the unevenness in the paving at this stage.Â"*
Considering this recommendation are you able to suggest any paving companies we could ask to provide us with quotes to repair the unevenness in the paving?
Regard
Tony Hurley

From: Jon Rudd [mailto:jdr_1@ozemail.com.au]
Sent: Monday, May 25, 2015 5:30 PM
To: athurley@bigpond.com
Subject: 25 Hutt St

Hi Tony

The above property was inspected on the 7th May.

The purpose of the inspection was to observe and make comment on several issues:

a. Water leakage above the carpark entrance Â– photo 9336
b. Water leakage through the base of a planter bed south of the main lobby Â– photo 9353, 9358, 9364
c. Degradation of the copper feature awning Â– photo 9371
d. Cracking in the southern wall of the southeastern penthouse apartment - photo 9377
e. Surface water flows in the basement Â– photo 9395
f. Heave of the basement floor. Â– photo 9395
g. Leakage through the floor of the services indent on the western side of the building Â– photo 9398

I have subsequently visited the Adelaide city archives to view the drawings of the building which they have on file.

1. **Carpark entrance:**

Observation
Water has been seeping through the base of the northern wall of the Northwestern apartment ground level apartment. The water has caused

a galvanised sheet slab edge former to rust. There is resultant rust and salts staining visible within the carpark ramp.
The documents held in the archives indicate the construction of the wall is concrete block single leaf with vertical reinforcement across the slab to wall interface. The architectural drawings call for a membrane of suitable type for the application, calling for installation in accordance with manufacturerÂ's requirements. The detail of the installation is hidden and therefore unknown. The only way to determine this is partial demolition of existing architectural surfaces.

Comment
It is clear that the waterproof membranes under the courtyard tile and the exposed face of the wall have failed allowing water to penetrate the joint. The rusting of the galvanised concrete edge form is not a structural problem, this is purely lost formwork. There are however reinforcing bars for the wall passing across this joint which will in time rust also and need to be protected.

Recommendation
The waterproof membrane should be repaired. Options for this are:

a. Remove tiling, planter bed, wall render and reinstate ensuring the bottom corner fillet is completely sealed
b. Treat the wall from the garage side with Krystol internal membrane or similar which is a chemical which reacts with water to create an impenetrable crystalline structure within the concrete to stop future leakage. This may result in render popping off the wall on the other side.

2. Water leakage through the base of a planter bed south of the main lobby

Observation
There are signs of water leakage at the edges of this membrane in the unit to the west, and in the lobby ceiling.
The documents held in the archives indicate the construction of the walls around the plater is concrete block single leaf with vertical reinforcement across the slab to wall interface. The concrete slab is poured on bondek formwork. The architectural drawings call for a membrane of suitable type for the application, calling for installation in accordance with manufacturerÂ's requirements. The detail of the membrane observed on site is a loose rubber membrane turned up the wall 100mm or so and held by an aluminium flashing strip. At least one attempt has been made to repair the flashing strip to wall connection.
It is unknown how the tree pots are drained. There are no specific penetrations called for on the architectural drawings for drainage of the planters, they potentially drain onto the membrane.

Comment
Water damage appears to be restricted to the perimeter of this area. This coupled with the difficulty of flashing membranes to walls with face fixed mouldings indicates that the membrane failures are potentially occurring at these locations. As stated on site water leaks through membranes are difficult to locate because the location the water appears underneath can be many metres from the point of entry through the membrane. As per the Garage entrance leak the walls each side of the planter are reinforced so should be protected.

Recommendation
The waterproof membrane should be repaired. Options for this are:

a. Remove the existing membrane and replace
b. Attempt another short to medium term fix of the perimeter joint between the membrane and the wall.

3. Degradation of the copper feature awning

Observation
The existing perimeter copper awning and supporting framework was shown as a design/construct package on the documents held by the archives. As such there is no detail of the construction.
One copper panel had dropped off on site.
The copper appears to be glued to a plywood structure, with no mechanical fixing to the substrate. There are a few small pop rivets between sheets of copper.
The top and internal faces are some form of sheet cladding, rendered. There are multiple cracks in every sheet observed on site (South-eastern apartment).

Comment
The potential for copper sheets to fall from the awning is a safety issue (footpath below). Without knowledge of the internal structure of the awning it is hard to comment save that water penetration through the top surface is likely to be detrimental to the structure of the awning at some point. It is not known water penetration and subsequent swelling of plywood substrate had anything to do with the copper panel falling off.

Recommendation
It is recommended that the copper panels be mechanically fixed to the plywood substrate.

4. Cracking in the southern wall of the southeastern penthouse apartment

Observation
There is a crack in the southern boundary wall of this apartment. There is no movement visible from the ground in the wall on the outside.

Comment
The crack is not considered significant, through unusual in nature.

Recommendation
Fix the crack aesthetically, and monitor for any additional movements in the future.

5. Surface water flows in the basement

Observation
There is water seeping through the basement wall in various locations

Comment
The construction of the wall is such that this seepage is to be expected

Recommendation
Nil

6. **Heave of the basement floor.**

Observation
The bitumen pavement has heaved in the lower level at the eastern end of the basement in particular, causing unevenness and some surface drainage problems.

Comment
The clay soils at the site are quite reactive to moisture changes, when wet the soil swells, when dry the soils shrink. The clay soil here has wetted up since construction and therefore heaved up around the footings. The design pressures under footings of a building this height are such that the footing suppresses the heave, hence the differential movement of the pavement/soil around the footings.

Recommendation
Now this heave has occurred it is unlikely to continue or retract unless a significant change is made to the soil moisture conditions. Hence it would be appropriate to repair the unevenness in the paving at this stage.

7. Leakage through the floor of the services indent on the western side of the building

Observation
Water is leaking through this small setdown floor area at pipe penetrations through the floor, of which there are many.

Comment
The floor has minimal fall to the street, and no weathering at the doors. The pipe penetrations are Â“insideÂ” and are not sealed around, so water entering the services room will find its way through the penetrations.

Recommendation
Upgrade weather seals to the services area, apply sealant around all penetrations and apply sealant to the slab surfaces, internal and external in this area.

General comments.
In terms of cost of the above items Â–

- The waterproofing issues and are very hard to put a budget to until some destructive investigation is carried out.
- The copper awning is difficult to quantify due the unknowns of what the internal structure of this component is.
- The basement pavements can be simply fixed.

Going forward I envisage meeting with a suitable builder or two as they work up budget figures to undertake these items.

Regards,
Jon Rudd

JDR#1 Pty Ltd
P 0418 899 363
E jdr_1@ozemail.com.au
A 1 Gould Lane, Stirling. SA 5152

This email has been checked for viruses by Avast antivirus software.
www.avast.com




10


S532 AUN
3











Orig. LF 11601858

11:22 24-Jun-2011
1 of 1 Fees: $121.00

LF
Series No.

$121—

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 OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Robyn White Conveyancing

ROBW.

Correction to:

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

1.....

2.....

3.....

4.....

PICK-UP NO.	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED 8.7.2011	

pro REGISTRAR-GENERAL

Form LF2

Guidance Notes available

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~
*NOTICE OF VARIATION OF BY-LAWS
~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

*Delete the inapplicable

INSTRUMENT AFFECTED 9036495	PLAN No. 20816

To the Registrar General

FORM NO. 5 – SECTION 39 (5)

CERTIFICATION OF COPY OF BY-LAWS AS VARIED AND RESOLUTION

I, LOIS HEATHER MANOLAKOS of 5/25 Hutt Street Adelaide 5000 being an officer of Community Corporation No. 20816 Incorporated certify:

(a) that the copy of the By-Laws attached to this certificate is a true copy of the By-Laws as varied by unanimous resolution of the corporation on the 15th day of June 2011 ; and

(b) that the copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

DATED the 23rd day of June 2011.

Lois Heather Manolakos - Presiding Officer
Community Corporation No. 20816 Inc.

MINUTES
of the Takeover General Meeting

of

Community Corporation 020816 Inc.

held

at Apt 8, 25 Hutt Street
Adelaide

on Wednesday, 15 June 2011 at 6:00 PM

PRESENT

In Person

Lot 2	Vadico Pty Ltd & Mrs R Vojdani represented by Ms Vadi Vojdani
Lot 4	Mr A T Hurley & Ms C M Crafter
Lot 5	Mr L & Mrs L Manolakos
Lot 6	F M & J Peters represented by Ms J Peters & Mr L Efthivoulou
Lot 8	Ms D A Picton
Lot 12	Sole Property Pty Ltd represented by Mr D Brown

By Proxy

Lot 1	Mr P J Goodrich represented by proxy to Mr & Ms Picton
Lot 3	Ms J Worrall represented by proxy to Presiding Officer
Lot 10	Mr A A Simpson represented by proxy to Whittles

In Attendance
Robyn Spragg representing Whittles Strata & Community Corporation Managers.

PROCEEDINGS

PRESIDING OFFICER

Mrs Lois Manolakos, Presding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

Quorum
The Corporation Manager declared that a quorum was formed with 9 of the 12 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

MINUTES

It was agreed that the Minutes of the previous Annual General Meeting of 15.06.10 be taken as read and accepted as a correct record.

It was agreed that the Minutes of the previous Special Meeting of 23.02.11 be taken as read and accepted as a correct record with the following amendment:
Apartment 4 - Tony Hurley and Cathy Crafter (not Cathy Bishop) were present.

FINANCIAL STATEMENT

The Manager reviewed the statement of accounts provided and prepared by Adelaide Strata Management for the accounting period from 01.05.10 to 30.04.11, which had been circulated to all members.

It was agreed that the statement of accounts be received and adopted.

APPOINTMENTS

In accordance with Sections 76(9) of the Community Titles Act, 1996, the Corporation agreed the following appointments:

Corporation Manager
It was agreed that the Presiding Officer is authorised to execute, on behalf of the Corporation, a contract appointing the Manager of Whittles Strata & Community Corporation Managers for a term of one year at a rate of $2,244 including GST per annum in accordance with the following conditions:

Additional recoverable charges will be made for stationery, government charges including any applicable goods and services tax, preparation of a tax return where necessary and meeting fees. Postage and photocopying charges will be debited to the Corporation as actually expended. Pro rata management fees shall continue to be charged from the corporation's end of financial year up until the next annual general meeting.

Subject to the payment of Additional Fees the Manager agrees to undertake other tasks not specified in the Schedule I that may be reasonably requested by the Corporation.

Election of Officers

The following appointments were made:

Presiding Officer	Mrs Lois Manolokos	Lot 5
Secretary	Mr Paul Goodrich	Lot 1
Treasurer	Mr Tony Hurley	Lot 4

It was noted that the appointment of the Office Bearers is for a term that expires at or before the next annual general meeting.

Management Committee
The Corporation Manager advised that a Community Corporation may establish a Management Committee and where each of the community lots is used solely or predominantly for residential purposes, all members of the Committee must be members of the Corporation.

It was agreed not to appoint a Management Committee.

INSURANCE

The Corporation's current policy details are as follows:

Underwriter	Zurich
Broker	Honan Insurance Group
Policy Number	33-HO00269-HST
Expiry Date	15/05/2012
Building / Common Property Cover	$10,400,000 Excess $200 Earthquake All Other Claims $100
Legal Liability	$20,000,000 Excess
Office Bearer's Liability	$2,000,000
Catastrophe Cover	Held
Flood Cover	Not Held
Machinery Breakdown	Not Held Excess

It was agreed that the Corporation Manager arrange for the Insurance Broker for Community Corporation 20816 Inc. be changed from Honan's Insurance Group to MGA Insurance Brokers Pty Ltd effective immediately.

The Corporation agreed upon an insured value for the property of $10,400,000.

The Corporation Manager informed the meeting that they do not have Flood Cover on the Zurich Policy currently held by the Corporation. It was agreed that at renewal of the Corporation Policy the Corporation Manager include quotes for Flood Cover for the consideration of the Corporation.

It was agreed that the Corporation Manager arrange 3 quotes at renewal of the Corporation's insurance 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.

Contents Cover

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

Members of the corporation were reminded that it is their legal responsibility to advise the corporation's managers of any change in use of occupancy of their respective unit, and that the corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

*** A valuation for Insurance Purposes was carried out on 04.04.09 for the replacement cost of $10,400,000.***

*** The Corporation Manager subsequent to the Annual General Meeting has obtained information from the Insurance Broker that the Corporation is not covered for Terrorist Activity.***

MAINTENANCE

External Window Clean
The meeting discussed that all external windows and window frames are to be cleaned the 1st week in December and after the Adelaide 500.

It was agreed that the Corporation Manager raise a work order with Sky High Access for this work to proceed in the 1st week of December and after the Adealide 500. Sky High Access is to inform all occupants, giving sufficient notice for occupants to remove items from the balconies and close windows to ensure no damage occurs to occupants property when the windows are being cleaned.

Caretakers Duties
The Corporation Manager was instructed by the meeting to obtain a copy of the Caretakers Duties and forward onto the Presiding Officer.

CHANGES TO BY-LAWS
a. Motion by Special Resolution

Motion:
The Corporation by Special Resolution seeks to amend by-law 27 - Use of Lots - specific

FROM:

Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments:

27.1 Lots shall only be used for residential accommodation.

27.2 A Lotholder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

This clause 27 does not preclude a Lotholder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation.

TO:

Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments:

27.1 Lots shall only be used for residential accommodation.

27.2 A Lotholder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less that two (2) months.

This clause 27 does not preclude a Lot holder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation for a period of not less than two (2) months.

Nil votes against, resolution passed.

I hereby certify that this is a true copy of the resolution referred to in paragraph (a) of the Notice attached hereto.

.....

Lois Heather Manolakos – Presiding Officer

GENERAL BUSINESS

A. Special Levy Authority

It was agreed that where a shortfall of funds occurred, the funds required to meet such a shortfall be acquired by levy raised by the Corporation Manager following consultation with the Presiding Officer and be chargeable in accordance with lot entitlement in respect of each lot.

B. Interest Charged on Overdue Accounts

It was noted that the Community Titles Act 1996 provided that Corporations may (in accordance with the Regulations) charge interest in respect of a contribution for any instalment of a contribution that is in arrears. It was agreed that this penalty be imposed on those owners who are in arrears and that the rate of interest be 15% per annum calculated daily.

C. Overdue Notices

Where necessary, it was agreed that the Corporation Managers charge those owners in arrears a fee of $80 + GST for placing them into legal hands, following reasonable notice of the overdue monies.

D. Appointment of Auditor

The Corporation Manager advised that the Community Titles Act provided that except where exempted by regulations, or by special resolution, Community Corporations must have the annual statement of accounts audited and that the auditor must be a registered company auditor within the meaning of the Corporation's Law.

It was noted that where funds are held in an Agent's Trust Account, an audit is not required.

However, the Corporation Manager recommends that it would be prudent to have the financial statements audited.

It was agreed to have the funds audited and to appoint MGI Caulfields as the appointed auditor.

E. Lift Reader

The meeting discussed that the lift reader is old and obsolete and in the event of a breakdown will not be able to be fixed.

The Corporation has received a quote from Chubb to replace the lift reader. It was agreed that the Corporation Manager contact Chubb and provide clarification on the quote provided.

It was further agreed that Mr Goodrich will be approached by members on his return concerning this matter to obtain his opinion.

This matter will be further discussed by the Corporation once further investigation is carried out.

F. Fire Safety System - Telstra & Fire Line Upgrades

The Corporation Manager discussed with the members that the fire line to the building is not connected or monitored by the Fire Brigade. It appears that in order for the building to be connected to the Fire Brigade upgrades will need to occur.

After considerable discussion it was agreed that the Corporation Manager contact Meinhardt Design to advise that the SAMFS is not connected to the building as it is meant to be, and request that Meinhardt Design investigate the matter and provide an opinion.

G. Airconditioning Systems

The meeting discussed that there appears to be design faults with the installation of the air conditioning units in the apartments. The Corporation Manager informed the meeting that this is not a body corporate matter, rather an owner responsibility.

The meeting recommended that owners contact Winnebe Pty Ltd on 8351 2033 to maintain their airconditioners as they provide a cost effective and efficient service.

H. Car Parking

The meeting discussed that on occasions there is problems with residents parking in other residents car park subsidiaries.

The Corporation has previously granted approval at a duly convened meeting for all owners to install bollards in their car park subsidiaries at owners cost.

I. Atrium

The Presiding Officer informed the members that at some stage the atrium will need to be upgraded, however due to other items discussed at this meeting, this matter will be further considered at a later date.

J. Heat Generated from Carpark Area

The meeting discussed that heat from the car park area is still a problem with the ground floor apartments. Although measures have been taken in the past to reduce this heat, further investigation into this matter is required.

It was agreed that the Corporation Manager contact Winnebe Pty Ltd and obtain a quote to move the large airconditioners from the car park area to the roof top to reduce heat in the car park area.

BUDGET

Sinking Fund

It was agreed that the attached budget be accepted and that Sinking Fund Contributions for the year will increase to $21,510 in accordance with the Sinking Fund Analysis.

All Sinking Fund Contributions are an annual commitment by the lot holder to the Corporation, with the gross contribution figure being divisible by lot entitlement.

The annual Sinking Fund Contribution payable by each lot holder is to be paid by equal quarterly instalments, as from 15.07.11, each always in advance of the due date.

Administration Fund

It was agreed that the attached budget be accepted and that Administration Fund Contributions for the year will increase to $55,000.

All Administration Fund Contributions are an annual commitment by the lot holder to the Corporation, with the gross contribution figure being divisible by lot entitlement.

The annual Administration Fund Contribution payable by each lot holder is to be paid by equal quarterly, as from 15.07.11, each always in advance of the due date.

NEXT ANNUAL GENERAL MEETING

There was general agreement that next year's meeting should be held at Apartment 5/25 Hutt Street, Adelaide at 6.00pm on a date to be advised.

CLOSURE

Ms Picton was thanked for her hospitality.

The Corporation Manager was thanked for her efforts since collecting the Corporation's books on 26.05.11.

The meeting closed at 8.05 p.m.

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by an officer of the Community Corporation

.....

Lois Heather Manolakos – Presiding Officer
5/25 Hutt Street Adelaide SA 5000

"This is a copy of the By-Laws referred to in the attached certificate"

.....

Lois Heather Manolakos

BY-LAWS

COMMUNITY PLAN NO. 20816

RESIDENTIAL APARTMENTS

25 HUTT STREET, ADELAIDE SA 5000

"25 ON HUTT"

LYNCH & MEYER
LAWYERS
LEVEL 2 190 FLINDERS STREET ADELAIDE SA 5000
GPO BOX 467 ADELAIDE SA 5001
DX 120 ADELAIDE
TELEPHONE (08) 8223 7600
COMMERCIAL FACSIMILE (08) 8223 4348

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COMMUNITY TITLES ACT

Strata Scheme By-Laws
Community No.

Part 1 - Preliminary

1. In these by-laws, unless the contrary intention appears:-

"the Act" - means the Community Titles Act 1996;

"the Corporation" means the Community Corporation No. 20816 Incorporated;

"Corporation Manager" means any party approved by the Corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the corporation under the Act and Corporation Management Agreement means any such Agreement appointing the Corporation Manager pursuant to Section 75(5) of the Act;

"Lot" means a Community Lot comprised in Community Corporation Plan Number 20816, and includes a Strata Lot.

"Lotholder" means the owner of a lot and where the context allows the occupier of a lot.

"Occupier" of a lot includes, if the lot is unoccupied, the owner of the lot;

"rules" means the rules made by the Corporation pursuant to the powers contained in these by-laws;

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears.

a reference to any statute, regulation or Council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

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 (but is not obliged to) establish a Management Committee ("the Committee") responsible to the Corporation for the administration, management and control of the Common Property.

2.3 The Corporation may appoint a manager 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 subject to annual review by the Corporation.

2.5 The first manager is Adelaide Strata Management of 91A Goodwood Road, Goodwood SA 5034.

2.6 If on annual review the Corporation is dissatisfied with the manager's performance, the Corporation may determine the Management Contract.

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.

4. **Use of Lots/Persons bound by these By-laws**

4.1 Subject to the Act any other relevant legislation and these by-laws a person bound by these by-laws must not use a lot for a purpose unless the use is consistent with the Scheme Description, the By-laws and the use has been otherwise approved by the Corporation.

4.2 The following persons are bound by these By-laws:-

4.2.1 the Corporation;

4.2.2 the Lotholders and occupiers of the Community Lots comprising the Community Scheme;

4.2.3 persons entering the Community Parcel

Part 3 - General Provisions

5. Noise

A person bound by these by-laws shall not on the Community parcel create any noise likely to interfere with the peaceful enjoyment of the Lotholder or occupier of another lot or of any person lawfully using Common Property.

6. Vehicles

6.1. Save where a by-law made authorises him so to do, a person bound by these by-laws must not park or stand any motor or other vehicle on common property except with the consent in writing of the Corporation.

6.2. A person bound by these by-laws shall take all reasonable steps to ensure that:-

6.2.1. any motor or other vehicle or vehicles loading or unloading must not park or stand so as to obstruct or unreasonably monopolise parking bays;

6.2.2. they do not monopolise parking bays to the detriment of other Lotholders or occupiers of lots.

6.3. In addition to any other power, authority, duty or function imposed or conferred on the Corporation, it shall 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 caused the contravention and that person shall indemnify the Corporation for all costs and damages arising out of such actions.

7. Obstruction

A person bound by these by-laws must not obstruct lawful use of Common Property by any person.

8. Damage to Gardens etc on Common Property

A person bound by these by-laws must not:-

8.1. damage any ornamental garden tree shrub plan or flower being part of or situated on Common Property; or

8.2. except with the consent in writing of the Corporation, use for his own purposes as a garden any portion of the Common Property.

9. **Damage to Common Property**

A person bound by these by-laws must not mark, paint drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the improvements on the Community Parcel, or Common Property except with the consent of the Corporation, but this by-law does not prevent a Lotholder or person authorised by him from installing:-

9.1. any screen or other device to prevent entry of animals or insects on his lot.

Provided that the screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Lotholder and does not detract from the amenity of the building.

10. **Behaviour of Invitees**

10.1. A person bound by these by-laws shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lotholder or occupier or of any person lawfully using Common Property.

10.2. A person bound by these by-laws shall be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in it caused by such person.

10.3. The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

10.4. The duties and obligations imposed by these by-laws on a Lotholder or occupier of a lot shall be observed not only by the Lotholder or occupier but also by guests, servants, employees, agents, children, invitees and licensees of such Lotholder or occupier.

11. **Depositing Rubbish etc on Common Property**

11.1. A person bound by these by-laws must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Lotholder or occupier of another lot or of any person lawfully using the Common Property.

11.2. A person bound by these by-laws must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down staircases, from balconies, from the roof or in the passageways of the building on the

Community Parcel. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Lotholder or occupier.

11.3. A person bound by these by-laws must not smoke cigarettes, pipes, cigars or the like in on or about the Common Property.

12. **Appearance of building**

12.1. A person bound by these by-laws must not, except with the consent in writing of the Corporation, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.

12.2. A Lotholder or occupier must not:-

12.2.1. erect or affix any blinds or awnings to the outside of his lot or the building;

12.2.2. affix any fittings to exterior walls or ceilings of his lot or the building;

without the prior written consent of the Corporation and must comply with the directions and requirements of the Corporation.

12.3. Outside wireless, two-way radio and television aerials or satellite receivers must not be erected without the prior written permission of the Corporation.

12.4. No structural alteration shall be made to any lot (including any alterations to gas, water supply, plumbing or electrical installations and including the installation of any air conditioning system) without the prior written permission of the Corporation.

12.5. A Lotholder or occupier must not paint or affix any advertisements, placards, banners, pamphlets, notices or posters to or on any part of the exterior of his lot nor do anything to vary the external appearance of his lot or the building without the prior written consent of the Corporation **PROVIDED ALWAYS** that whilst the Original Proprietor remains owner of more than one lot in the building it or its respective servants and/or agents may without the consent of the Committee paint or affix any signs advertisements notice or notices or posters to or on any part of the premises for the purposes of offering for sale or lease any lot in the said building.

12.6. The Corporation shall at regular intervals paint and maintain the exterior facade of the building in colours and to a standard commensurate with the original development and keep the Common Property in a state of good and serviceable repair and properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, handrails, intercoms and security equipment (if any)) held by the Corporation or used in connection with the Common Property

or its enjoyment by Lotholders or occupiers and visitors and for this purpose enter into an appropriate contract or contracts with third parties for such parties to provide those services for the benefit of Lotholders on behalf of the Corporation.

13. **Storage of Flammable Liquids etc.**

13.1. A Lotholder must not, except with the consent in writing of the Corporation, use or store on his lot or on the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine or domestic cleaning chemicals.

13.2. A Lotholder or occupier must not bring to, do or keep anything in his lot which will increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the Community Parcel or the regulations or ordinances of any public authority for the time being in force.

13.3. If a Lotholder or occupier does or permits to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the Corporation then such Proprietor or Occupier shall be responsible for any damage or loss which the Corporation or any other Lotholder may suffer or incur as a result thereof.

13.4. If the Corporation consents to a Lotholder or occupier bringing to doing or keeping anything in his lot which increases the rate of fire insurance on the building or on any property on the land, such Lotholder or occupier must pay the amount of any increased premium to the Corporation upon demand.

14. **Garbage disposal**

14.1. A Lotholder or occupier of a lot must:-

14.1.1. save where the Corporation provides some other means of disposal of garbage, (which other means of disposal will be adhered to by the Lotholder or occupier) maintain within his lot, or on such part of the Common Property as may be authorised by the Corporation, in clean and dry condition and adequately covered, a receptacle for garbage;

14.1.2. comply with all local authority by-laws and ordinances relating to the disposal of garbage;

14.1.3. ensure that the health, hygiene and comfort of the Lotholder or occupier of any other lot is not adversely affected by his disposal of garbage.

14.2. Garbage receptacles shall be placed only where approved by the Committee and used only for the purpose for which they are provided:

14.2.1. Empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible, out of sight;

14.2.2. The car parking areas shall be kept tidy and free of all litter.

15. **Keeping of animals**

A person bound by these by-laws must not keep any animal in, or in the vicinity of, a lot provided always that nothing in this by-law 15 shall:-

15.1. prevent an occupier of a lot who suffers from a disability from keeping a dog on the lot or restrict the use of a dog by the occupier if the dog is trained to assist the occupier in respect of that disability;

15.2. prevent a visitor to the community parcel who suffers from a disability from using a dog trained to assist the visitor in respect of the disability; or

15.3. prevent the original Vendor/developer from granting consent to a Purchaser to keep an animal in or in the vicinity of that person's lot, having had regard to the Purchaser's circumstances at time of Contract, and the age/size of the animal.

16. **Tenants to have notice of by-laws**

A copy of these By-laws (or a precis thereof approved by the Committee) shall be delivered to the Lessee or occupier of any lot not personally occupied by the Lotholder and in any event incorporated as an annexure to any Lease or Licence granted to a Lessee or occupier.

17. **Observance of by-laws**

The duties and obligations imposed by these By-laws on a Lotholder must be observed not only by the Lotholder but by the Lotholder's occupiers tenants, guests, servants, employees, agents, children, invitees and licensees.

18. **Lot to be kept clean**

Each Lotholder or occupier shall:-

18.1. keep his lot clean and take all practicable steps to prevent infestation by vermin and/or insects;

18.2. keep his windows in a thorough state of cleanliness and promptly notify the Corporation for their replacement with new glass of the same kind and weight as at present if broken or cracked;

18.3. not install or provide any window tinting to any external window of his lot;

18.4. be responsible for the interior maintenance and decoration of his lot.

19. **Use of water etc**

19.1. A Lotholder or occupier must not waste the water and shall see that all water taps in his lot are promptly turned off after use.

19.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Lotholder whether the same is caused by his own actions, or those of his tenants, servants, agents, guest, employees, invitees, or licensees.

20. **Notice to be given**

A Lotholder or occupier must give the Corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Corporation shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.

21. **Corporation may inspect**

21.1. Upon one day's notice in writing (without notice in the case of emergency) the Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Lotholder in cases where such leakage or defect is due to any act or default of the said Lotholder or his tenants, guests, servants, agents, employees, invitees or licensees). If not so permitted they may effect an entry. The Corporation, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Lotholder or occupier as is reasonable in the circumstances.

21.2. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Corporation reserves the right to enter and fasten the same if left insecurely fastened.

22. **Infectious diseases**

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinances affecting any person in any lot the Lotholder or occupier of such lot must give or cause to be given written notice thereof and any other information which may be required relative thereto to the Corporation and shall pay to the Corporation the expenses of disinfecting the lot and building and replacing any articles or things the destruction of which may be rendered necessary by such disease.

23. **Unavoidable noise to be minimised**

In the event of any unavoidable noise in a lot at any time the Lotholder or occupier thereof must take all practical means to minimise annoyance to other occupants by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.

24. **Driveways to be kept clear**

24.1. The pathways and drives on the land any easement giving access to the land must not be obstructed by any of the Lotholders or occupiers or used by them for any other purposes than the reasonable ingress and egress to and from their respective lots and no Lotholder or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.

24.2. A Lotholder or occupier of a lot must not obstruct lawful use of Common Property by any person including obstruction by the placement thereon of free standing signs, furniture, pot plants, display of wares or otherwise howsoever.

25. **Committee may make rules**

The Committee or its appointed manager may make rules relating to the Common Property not inconsistent with these by-laws and the same shall be observed by the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Lotholders.

26. **Lotholders not to instruct contractors/workmen**

Lotholders must not directly instruct any contractors or workmen employed by the Corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the Corporation shall be directed to the Secretary or Corporation Manager and not to the Chairman or any member of the Corporation.

27. **Use of lots - specific**

Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments:

27.1. Lots shall only be used for residential accommodation.

27.2. A Lotholder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

This clause 27 does not preclude a Lotholder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation for a period of not less than two (2) months.

28. **Exclusive Use / Special Privileges**

28.1. With the consent of the sole and Original Proprietor, the Corporation confers special privileges in respect of portion of the Common Property areas marked A, B, and C, for the sole and exclusive use respectively of Lots 7, 10 and 9 being the extension of balconies adjoining those lots which encroach (with consent pursuant to Section 365 of the Local Government Act, vide City of Adelaide Encroachment Permit 24/1999) over Hutt Street.

29. **Corporations rights and powers - unpaid levies**

29.1. A Lotholder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:-

29.1.1. the whole of the Corporation's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Plan by the Corporation pursuant to the Act or pursuant to the by-laws of the Corporation;

29.1.2. such costs as may have been ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.

29.2. In the event that the Lotholder fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Corporation may take action for the recovery of same in any Court of competent jurisdiction with the proviso that, in respect of the Corporation's party and party costs, the Corporation shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment in costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in paragraphs 28.1.1 above

against the levy account of the Lotholder's Lot in the Plan and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.

29.3. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the Corporation from time to time, unless otherwise determined by Ordinary Resolution at a general meeting. At the discretion of the Committee, any Corporation Manager has administrative discretion to write off interest at a limit to be determined by the Corporation from time to time.

29.4. If at the time a person becomes the Lotholder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.

29.5. The amount of any interest is recoverable by the Corporation as a liquidated debt.

29.6. Where the Corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the Proprietor or any of the them the Committee shall be entitled to recover the amount so expended as debt in an action in any Court of competent jurisdiction from the Proprietor of the lot at the time when the breach occurred.

30. **Severability**

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

31. **Offence**

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

32. **Penalty**

The maximum penalty for the breach of any of these by-laws or the Rules is $500.00 or such other maximum amount as may from time to time be provided for by Section 34(3) of the Act.

9036495

LT J

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 OFFICE USE ONLY

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$84.00	

Lands Titles 12:04 31/01/01 46482
REGISTRATION FEE $84.00

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1. .....
2. .....
3. .....
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5. .....

Assessor

PICK-UP NO.	9027986
CP	20816
DEV. NO.	DA/229/1999

CORRECTION	PASSED
	✓

FILED 27-2-2001

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

COPY

SCHEME DESCRIPTION

COMMUNITY PLAN NO 20816

RESIDENTIAL APARTMENTS

25 HUTT STREET, ADELAIDE

LYNCH & MEYER
LAWYERS

LEVEL 2 190 FLINDERS STREET ADELAIDE SA 5000
GPO BOX 467 ADELAIDE SA 5001
DX 120 ADELAIDE
TELEPHONE (08) 8223 7600
COMMERCIAL FACSIMILE (08) 8223 4348

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A. INTRODUCTION

The development the subject of this Scheme Description is intended as a premium residential apartment development of twelve (12) apartments incorporating roof top gardens at 25 Hutt Street, Adelaide (corner Tucker and Hutt Streets) to be known as "25 On Hutt".

B. INTERPRETATION

In this Scheme Description:-

"Act" means the Community Titles Act 1996;

"Common Property" means the common property created by Community Plan No. 20816 as defined in Section 28 of the Act;

other words have the definitions given to them in the Act;

a reference to any statute, regulation or Council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

1. Identification of the Community Parcel, Strata Lots and Common Property

1.1. The community parcel and the strata lots and common property to which the parcel is to be divided are identified in the plan of community division to be lodged with the Registrar General together with this Scheme Description in respect of Allotment 898 FP 181740 Area named Adelaide Hundred of Adelaide more commonly known as 25 Hutt Street, Adelaide.

1.2. The community plan is a primary scheme creating a plan of community division (strata plan) arising from the development of a three (3) storey apartment building including basement carparking to create twelve (12) strata lots comprising:-

1.2.1. thirteen (13) carparking subsidiaries (thirty two (32) carparks), eleven (11) store room subsidiaries service infrastructure and common property on the basement level.

1.2.2. twelve (12) (eight over two levels, four single level) strata lots, common property and service infrastructure on the ground, first and second levels including twelve (12) subsidiaries comprising balconies and terraces and

1.2.3. six (6) subsidiaries comprising roof gardens and stores, common property and service infrastructure on the roof level.

1.3. The Development is a plan of community division (strata scheme) pursuant to Section 9 of the Community Titles Act 1996, construction of which the developer will complete prior to conveying any strata lot within the development.

2. Purposes for which Strata Lots and Common Property may be used

2.1. The strata lots may only be used for residential purposes.

2.2. The common property shall be used as a driveway to the strata lot subsidiaries for carparking, for the accommodation of service infrastructure, and access and egress to strata lots and subsidiaries within the development.

3. Standard of buildings and other improvements

The improvements will be:

3.1. in accordance with the Building Code of Australia; and

3.2. designed and constructed in a manner and to a standard in accordance with all drawings and conditions of Development Application No. DA/229/1999 as varied and approved from time to time.

4. Stages of the Plan of Community Division

The development, is a primary scheme creating a plan of community division (strata scheme) and will be completed in one stage in accordance with the Development Approval.

5. Obligations to Develop Strata Lots

5.1. The development will be completed in one stage from commencement of the works.

5.2. Subject to clause 3 of this Scheme Description the standard of the work to be performed and the materials to be used for the development will be of a standard as the Developer and its architect in their absolute discretion may determine.

6. Developer's Obligations to Improve or Develop the Common Property

6.1. The Developer will construct a driveway on the common property to the basement level, and will install relevant service infrastructure as necessary in accordance with the plans and specifications approved for the development.

6.2. Subject to clause 3 of this Scheme Description the standard of the work to be performed and the materials to be used on the common property will be of a standard as the Developer and its architect in their absolute discretion may determine.

7. Conditions of Development imposed Pursuant to the Development Act 1993

There shall be no division of a strata lot by a secondary plan.

8. Other important features of the Scheme

Not applicable.

9. Other information required by regulation

No other information is required by the regulations.

Execution by Developer

THE COMMON SEAL of)
HUTT STREET INVESTMENTS PTY)
LTD ACN 086 839 849 was hereunto affixed)
in accordance with the Corporations Law in)
the presence of:)

HUTT STREET INVESTMENTS PTY LTD ACN 086 839 849
COMMON SEAL

X .....
Director

X .....
Director/Secretary

Endorsement by Relevant Development Authority

The City of Adelaide hereby endorses this Scheme Description in accordance with Section 14(4)(d) of the Community Titles Act 1996.

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any) in accordance with this Scheme Description and the relevant plan of community division under the Community Titles Act 1996 have been granted.*

   OR

   ~~No consent or approval is required under the Development Act 1993 in relation to the~~ division of the land (~~or a change in the use of the land)~~ in accordance with this scheme ~~description.*~~

   (*delete that which is not applicable)

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the City of Adelaide.

Signed: A. Kelly .....
Principal Planner
As delegate of the City of Adelaide

Witness: .....

Date: 22/11/00 .....

FORM LF1

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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$84.00	

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Correction to: LYNCH & MEYER MSLM

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Assessor

PICK-UP NO.	
CP	
DEV. NO.	

CORRECTION	PASSED

FILED

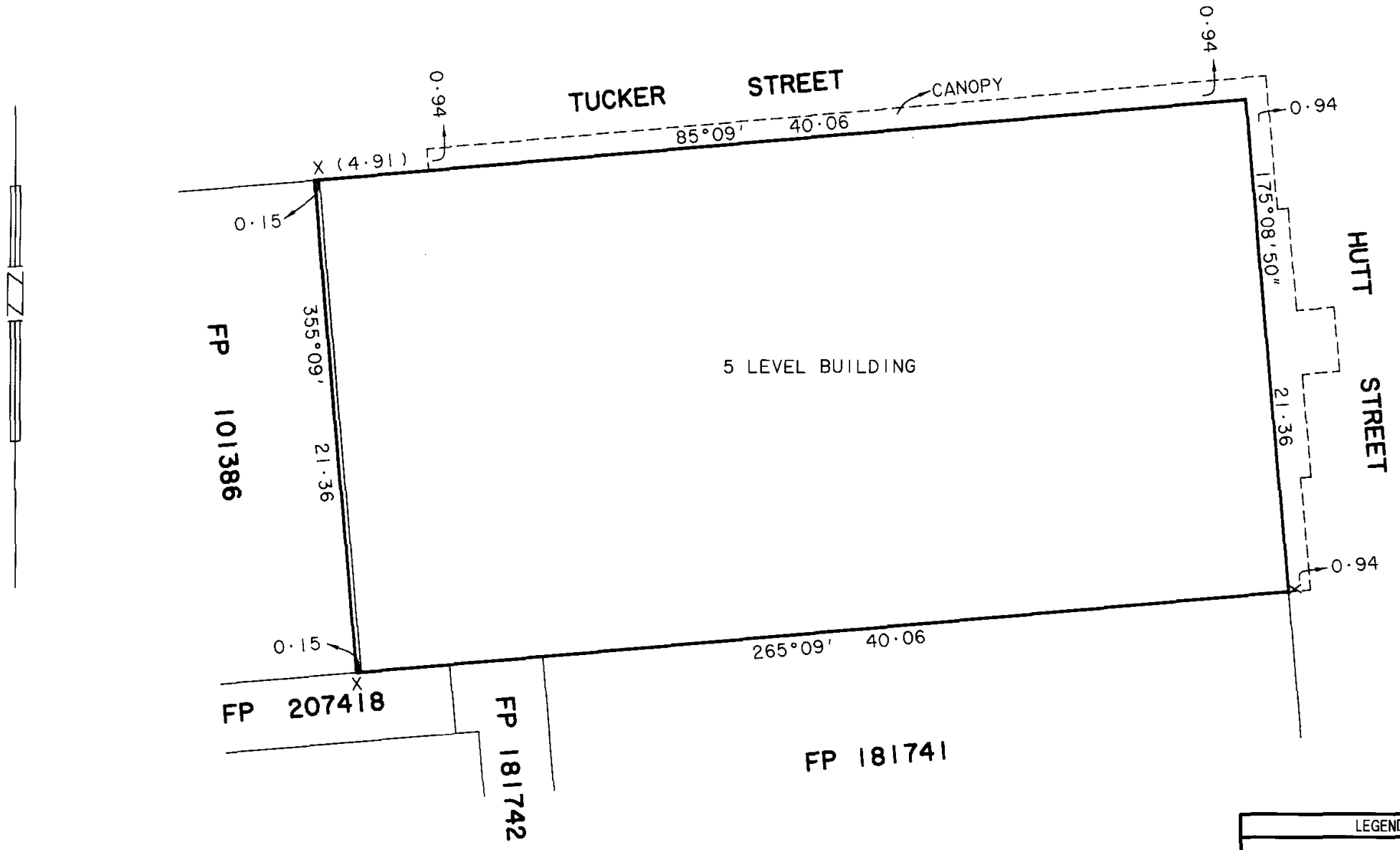
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SITE PLAN



COMMUNITY PLAN NUMBER

CP 20816

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 1 OF 7 SHEETS

DEPOSITED 27/2/2001

PRO REGISTRAR-GENERAL

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P.M.S. APPROVED
—	JLM	2/2/01	

TITLE REFERENCE CT 5654/76

LAND DESCRIPTION

LOT 898 IN FP 181740
PT.TA. 221
CITY OF ADELAIDE

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

MAP REF. 6628–42–j

O.B. FPX 41522 TOTAL AREA 856 m²

DEV. No. 020/C013/99

SCALE METRES 0 2 4 8 12 16 20

ANNOTATIONS

ENCROACHMENT OF BALCONIES AND CANOPIES OCCURS OVER PUBLIC ROADS HUTT STREET AND TUCKER STREET (GOVERNMENT ROAD AND PUBLIC ROAD VIDE N7127213 RESPECTIVELY)

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR 1·00018 ZONE 54 AMG 84
BEARING DATUM AMG 84 DISTANCE —
DERIVED FROM TERTIARY NETWORK

LEGEND

NETWORK PSM		FD
NETWORK STATION		FD
PERMANENT SURVEY MARK	PLACED	
	FOUND	FD
	GONE	GONE
REFERENCE MARKS	PLACED	MP OR RM
	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, DAVID EDWARD PYPER,

a 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 the 8th day of December 2000

Licensed Surveyor D Pyper

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A038099.00
FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20816

PLAN TYPE

THIS IS SHEET 2 OF 7 SHEETS

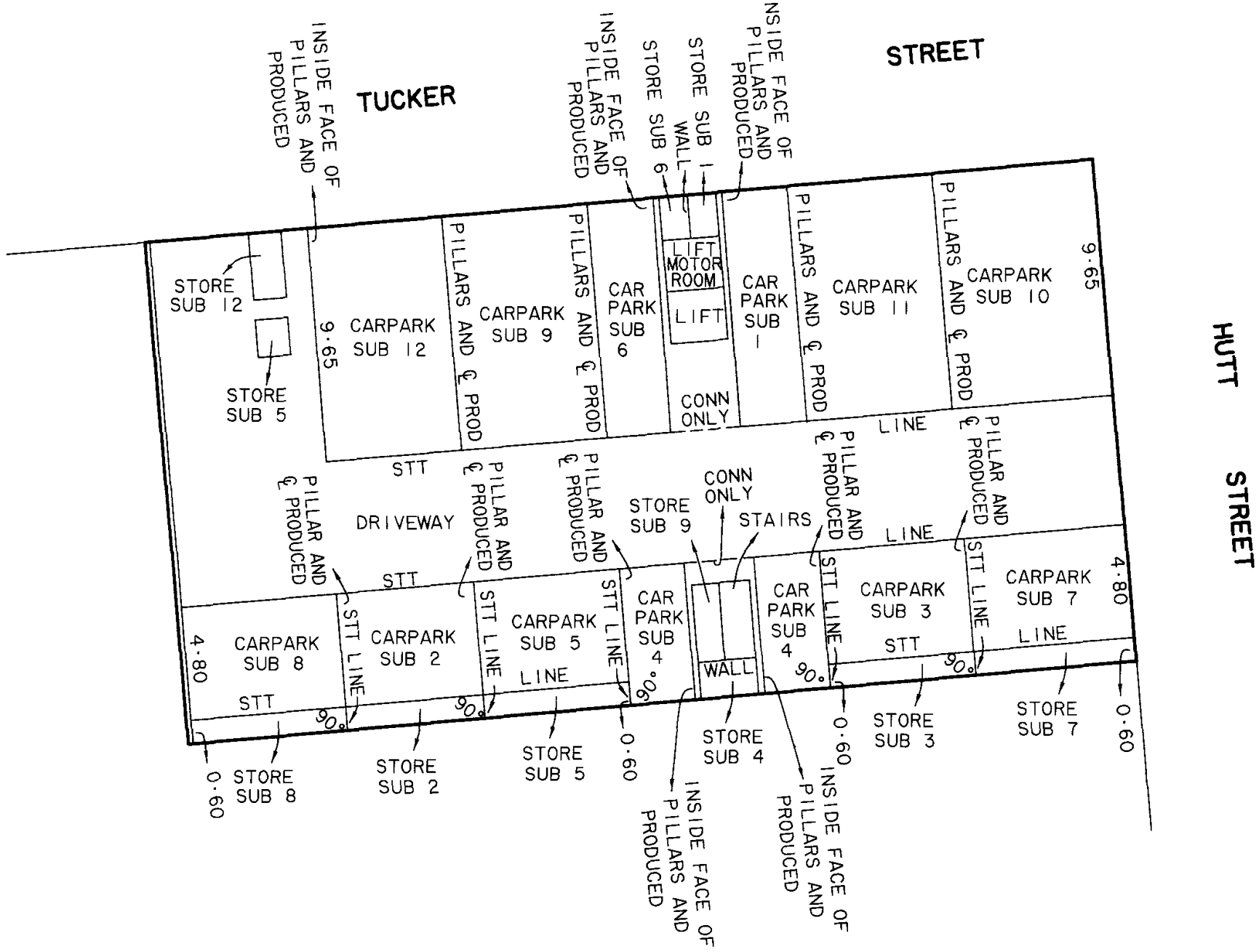
Licensed Surveyor ..... D Pyf 8/12/00

PLAN APPROVED 2/2/01.

DEPOSITED 27/12/2001 PRO REGISTRAR-GENERAL

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS



BASEMENT PLAN

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099

REF A038099.00

FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20816

PLAN TYPE

THIS IS SHEET 3 OF 7 SHEETS

Licensed Surveyor ..... D Pyf 8/12/00

PLAN APPROVED 2/2/01

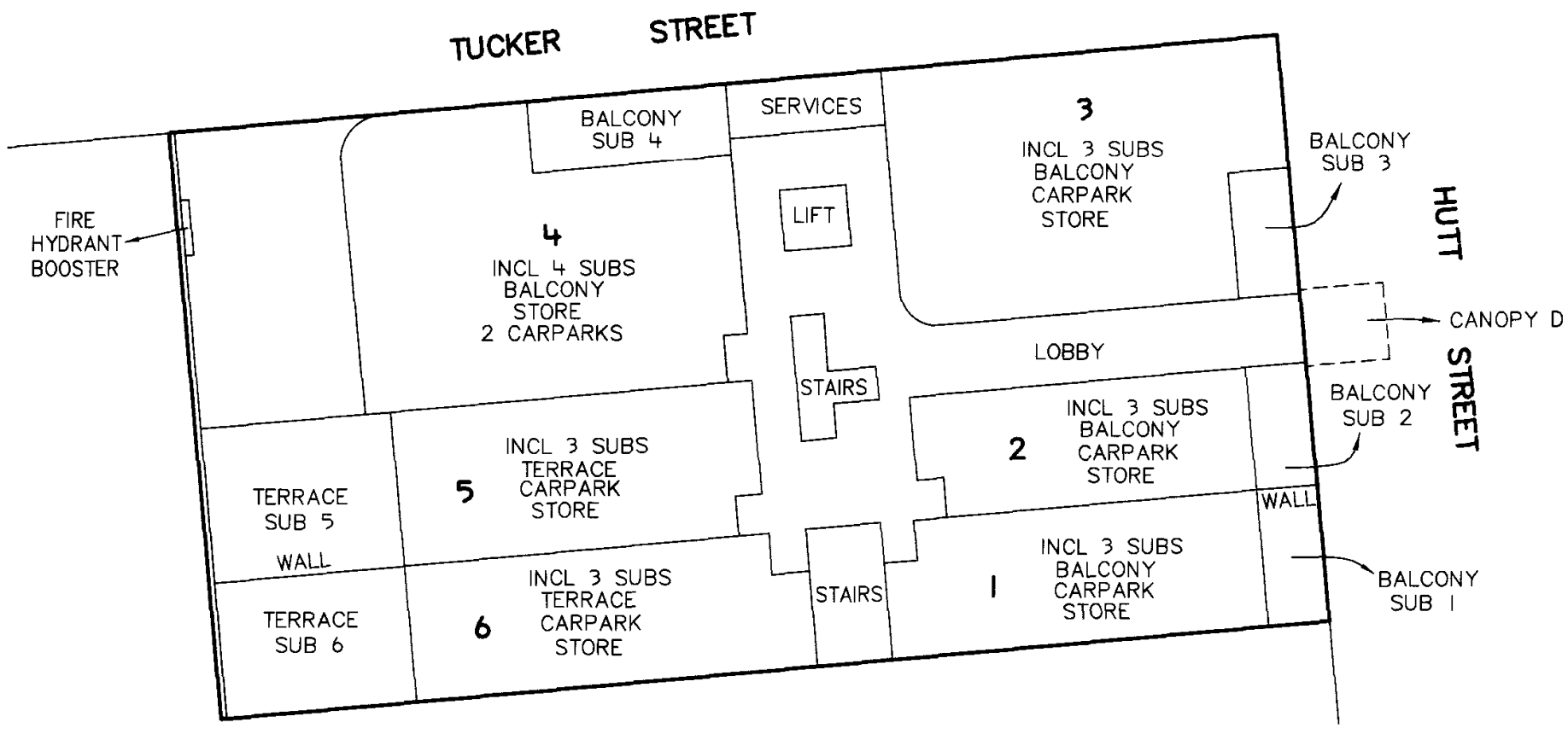
DEPOSITED 27/2/2001 PRO REGISTRAR-GENERAL

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

ENCROACHMENT OF CANOPY OCCURS OVER HUTT STREET

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY OR TERRACE IS 2·80 METRES ABOVE THE UPPER SURFACE OF THE BALCONY OR TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·80 METRES



GROUND FLOOR

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A038099.00
FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER

CP 20816

PLAN TYPE

THIS IS SHEET 4 OF 7 SHEETS

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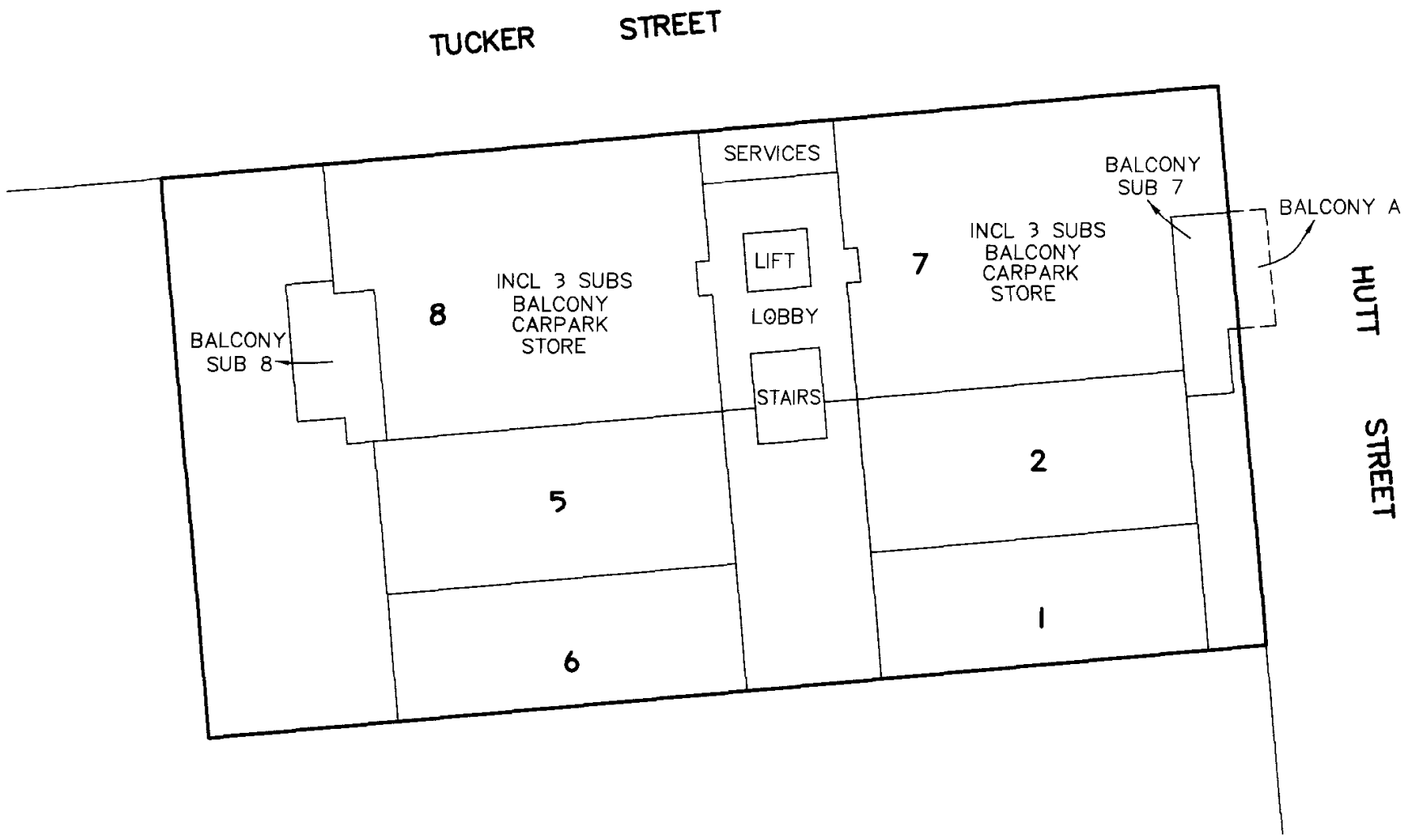
DEPOSITED 27/2/2001 PRO REGISTRAR-GENERAL

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

ENCROACHMENT OF BALCONY OCCURS OVER HUTT STREET

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·80 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·80 METRES



FIRST FLOOR

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COMMUNITY PLAN NUMBER
CP 20816

PLAN TYPE

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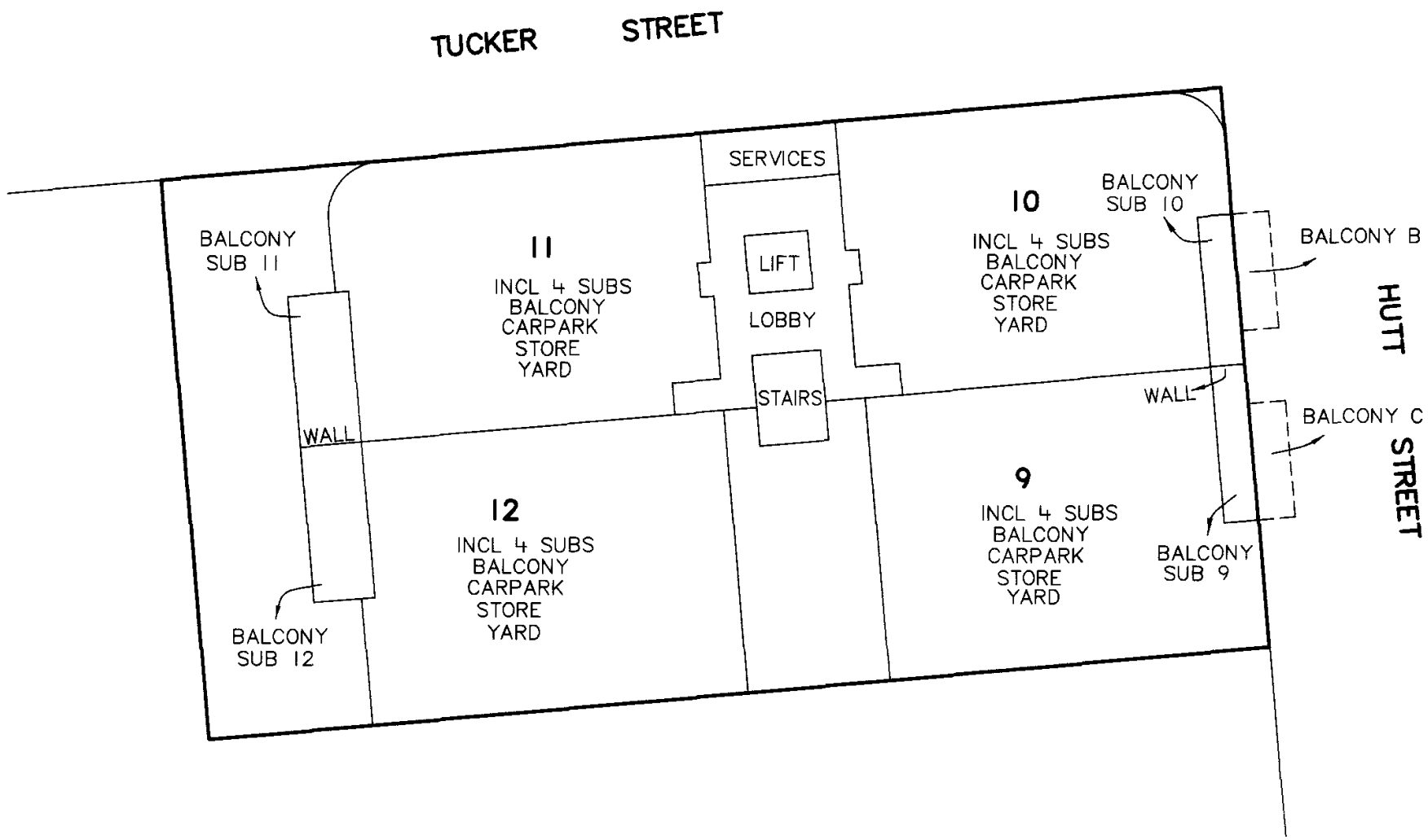
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SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

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SECOND FLOOR

ALEXANDER & SYMONDS PTY. LTD.
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DATE OF ISSUE 25/11/1999

COMMUNITY PLAN NUMBER
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PLAN TYPE

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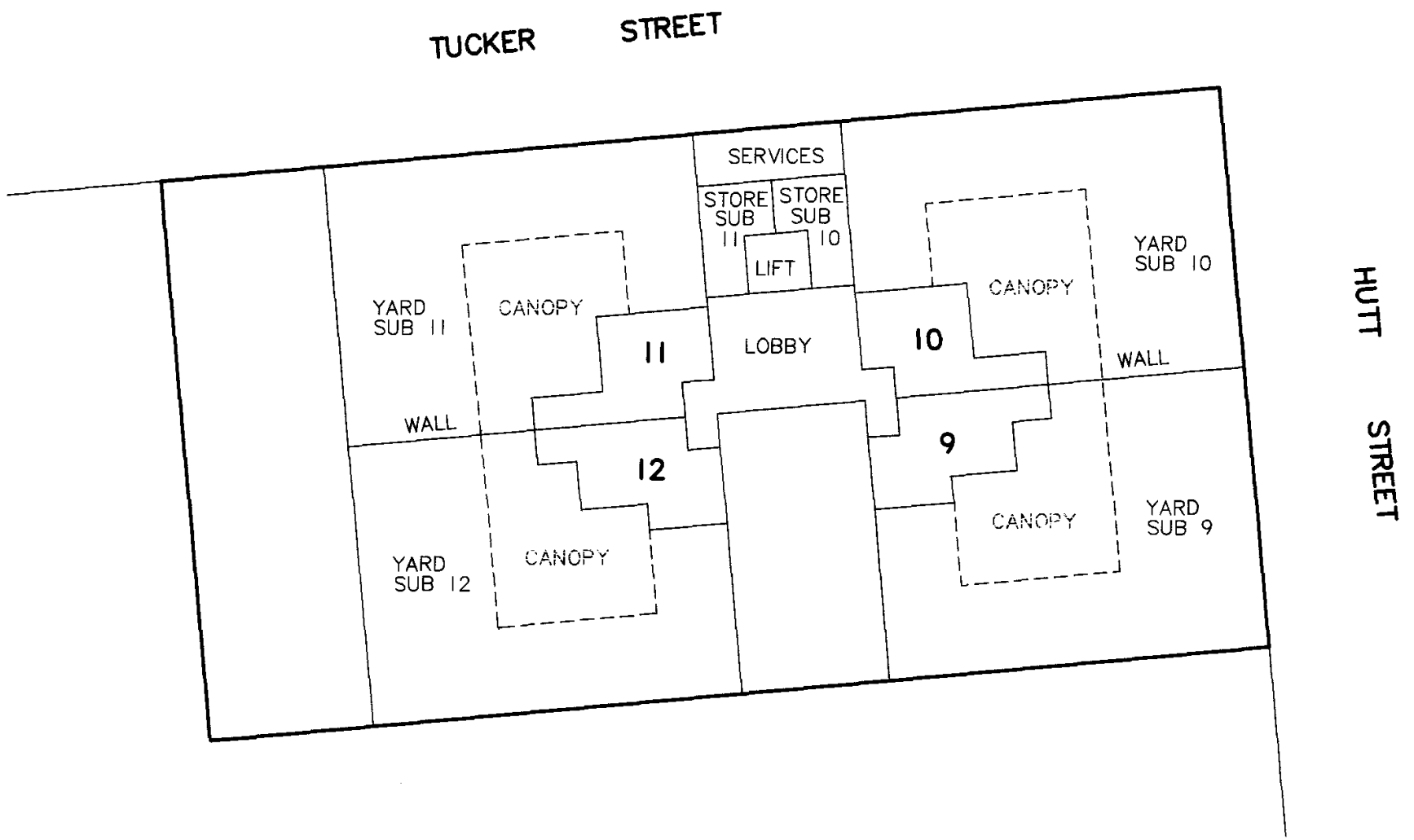
PLAN APPROVED 2/2/01

DEPOSITED 27/2/2001 PRO REGISTRAR-GENERAL

SCALE METRES
0 2 4 8 12 16 20

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS YARD IS 2·80 METRES ABOVE THE UPPER SURFACE OF THE YARD UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·80 METRES



ROOF PLAN

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LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 20816

THIS IS SHEET 7 OF 7 SHEETS

APPROVED	DEPOSITED
2/2/01	27/12/2001 PRO REGISTRAR-GENERAL

APPLICATION 9036494

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	65	
2	65	
3	65	
4	65	
5	65	
6	65	
7	80	
8	80	
9	115	
10	115	
11	110	
12	110	
AGGREGATE	1000	

CERTIFICATE OF LAND VALUER

I Tim Trnovsky 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 29th day of January 2001

.....

Signature of Land Valuer

Sinking Fund Analysis

Raman Kunjamboo
Senior Cost Manager

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City Central, Tower 2
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25 Hutt Street, Adelaide SA
Community Corporation 20816 Inc

September 13

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Rev	Originator	Approved	Date
0	Raman Kunjamboo	Richard Guerra	30 Sept 2013

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1 Introduction

The following sinking fund analysis has been prepared for 25 Hutt Street, Adelaide. This analysis has been commissioned by Whittles Strata and Community Title Services on behalf of the Community Corporation 20816 Inc.

The purpose of a sinking fund is to establish a reserve of funds that provides for future anticipated expenditure for the replacement of building components at the end of their estimated expected life.

The forecast expenditure for each year is the estimated capital replacement costs for that year and provides the basis for calculating the annual contributions to the sinking fund.

2 Disclaimer

Turner & Townsend accepts no liability in contract or in tort for variances between this sinking fund analysis and actual expenditure requirements or for reliance on the analysis by any person for any purpose other than preliminary sinking fund provisions for the common property at 25 Hutt Street, Adelaide.

3 Details of Sinking Fund Analysis

3.1 Basis of Sinking Fund Analysis

The estimated cost to replace building components has been based, where practicable, upon site measurements as well as the original Rawlinsons Group's initial sinking fund analysis dated March 2004. Suitable adjustments have been made to reflect current industry expected standard rates within the Adelaide market with a reasonable allowance attributed for building cost escalation over the ten (10) year period of the analysis. We have also taken into account the fact that the building façade was painted in 2011 as well the current visible state of the building's external and internal spaces. The actual cost to replace each component will be affected by the real rate of building cost escalation, building code changes, technological change, climatic or environmental change. This analysis does not make cost provisions for ongoing general maintenance programmes.

The analysis has been based upon a reasonable estimate of the expected life of each building component and assumes effective lives commencing from 2004 as per the Rawlinsons Group's initial report. The actual life of these components can be expected to vary from the estimated life and will be greatly affected by maintenance programs, climate and environmental conditions, inappropriate use, material failure, design errors, etc.

This Sinking Fund analysis has been based upon the following:-

- Estimated construction cost of the building components based on site measurements, where practicable, and the scope of works identified in the initial 2004 report. We have taken note of the original Estimated Remaining Life and made some adjustments taking into consideration the current state of the building components being assessed.
- An estimated effective life of each of the building components as listed in the elemental breakdown attached.
- An allowance for future building cost escalation at a rate of 3% p.a.
- Exclusion of the Goods and Services Tax (GST).

3.2 Regular and Comprehensive Maintenance Programme

This sinking fund analysis is based upon the assumption that the Body Corporate will implement a maintenance policy that encourages regular maintenance expenditure in prevention/mitigation of larger remedial capital expenditures.

The sinking fund analysis is required to be updated on an annual basis to allow the analysis to take account of any replacements and take account of the known status of the building components. It will also require updating if there is a change in any statutory requirements affecting this project.

3.3 Life Expectancy

This report is based on the estimated life allowances sourced from industry trade specialists. The estimated life of products is a guide only and that the actual life may vary based on site conditions and maintenance programs.

4 Summary of Sinking Fund Analysis

Our analysis has indicated a total estimated expenditure over the next ten (10) years based on 3% p.a. building cost escalation of $342,543 for the replacement of building components.

Please refer to Appendix A for the detailed sinking fund analysis outlining the estimated annual allowances.

Please refer to Appendix B for a detailed list of building components for which a replacement provision has been allowed.

5 Exclusions

This analysis makes no allowance for costs associated with the following:-

1. Any building component recognised by industry as not requiring replacement within the ten (10) year period defined in the analysis.
2. Costs associated with regular and routine maintenance in full compliance with manufacturers and suppliers recommendation.
3. Building components within individual apartment/tenancy areas.
4. Body Corporate costs including but not limited to:-
   - Managements Fees and employment costs,
   - Insurances,
   - Gas, electricity and other consumption costs,
   - Administration costs and expenses.
5. Rates, water, sewerage and other municipal fees and charges.
6. Land, legal and finance costs.
7. Costs associated with vandalism.
8. Costs associated with upgrading or extending facilities beyond the initial designed extent or capacity.
9. Latent defects.
10. Damage or component failure which may occur for whatever reason before the end of the expected life span of each component.
11. Cost of remedial works arising from lack of a comprehensive and fully implemented maintenance programme.
12. Loose furniture and fitout.
13. Replacement of materials in year 11 and beyond.
14. GST

Appendix A

Sinking Fund Analysis (10 Years)

25 Hutt Street, Adelaide SA
Sinking Fund Analysis (10 Years)

Element		Capital Cost Current @ 2013	Yr 0 2013 1.000	Yr 1 2014 1.030	Yr 2 2015 1.061	Yr 3 2016 1.093	Yr 4 2017 1.126	Yr 5 2018 1.159	Yr 6 2019 1.194	Yr 7 2020 1.230	Yr 8 2021 1.267	Yr 9 2022 1.305	Yr 10 2023 1.344	10 Year TOTAL
Annual increase @	3.0%													
APPENDIX A - TOTAL PROJECT SUMMARY														
Superstructure														
Roof		77,950	0	0	0	0	0	7,825	0	0	0	0	0	**7,825**
External Walls/windows		263,718	0	0	0	0	0	40,795	0	0	0	0	0	**40,795**
External Doors		63,573	0	0	0	13,183	0	15,011	0	0	0	470	0	**28,663**
Internal Doors		37,736	0	0	0	21,343	0	9,279	0	0	0	7,829	0	**38,450**
Finishes														
Wall Finishes		56,510	0	0	0	0	0	1,507	10,412	0	12,161	0	23,989	**48,069**
Floor Finishes		82,930	0	0	0	1,967	0	811	0	0	0	0	2,419	**5,197**
Ceiling Finishes		20,355	0	0	0	0	0	0	4,155	0	0	0	0	**4,155**
											0			
Fittings														
Fitments		0	0	0	0	0	0	0	0	0	0	0	0	**0**
Services														
Electrical Services		85,774	0	0	2,546	10,097	16,197	0	0	0	0	0	0	**28,840**
Mechanical Services		243,062	0	0	19,360	0	0	0	4,179	0	0	21,284	0	**44,824**
Hydraulic Services		26,306	0	0	16,546	2,524	9,454	0	0	0	0	3,197	3,104	**34,825**
External Services		1,200	1,200	0	0	0	0	0	0	0	1,520	0	0	**2,720**
External Works		9,975	0	0	0	0	6,162	0	0	0	0	0	6,048	**12,209**
Preliminaries		77,527	120	0	3,845	4,911	3,181	7,523	1,875	0	1,368	3,278	3,556	**29,657**
Contingency		26,165	66	0	2,115	2,701	1,750	4,138	1,031	0	752	1,803	1,956	**16,312**
TOTAL		**1,072,779**	**1,386**	**0**	**44,412**	**56,725**	**36,745**	**86,889**	**21,653**	**0**	**15,801**	**37,860**	**41,072**	**342,543**

Maintenance costs are excluded.
No liability accepted.
Refer to executive summary for exclusions.

Appendix B

Sinking Fund Elemental Breakdown

25 Hutt Street, Adelaide SA
Appendix B - Sinking Fund Elemental Breakdown

Element				Capital Cost Current @ 2013	Yr 0 2013 1.000	Yr 1 2014 1.030	Yr 2 2015 1.061	Yr 3 2016 1.093	Yr 4 2017 1.126	Yr 5 2018 1.159	Yr 6 2019 1.194	Yr 7 2020 1.230	Yr 8 2021 1.267	Yr 9 2022 1.305	Yr 10 2023 1.344	10 Year TOTAL
Annual increase @	3.0%	EOL	ERL													
SUPERSTRUCTURE																
Roof																
Maintenance and cleaning out debris from roof including all cappings, gutters and downpipes excluded				Excl.												**Excl.**
Replace metal roof sheeting		25	14	54,080												0
Replace gutters		20	14	8,160												0
Replace downpipes		20	14	4,320												0
Painting to soffits		7	5	6,750						7,825						7,825
Replace entry canopy		25	14	4,640												0
			Sub-Total	**77,950**	**0**	**0**	**0**	**0**	**0**	**7,825**	**0**	**0**	**0**	**0**	**0**	**7,825**
External Walls / Windows																
Cleaning windows and facade excluded				Excl.												**Excl.**
Painting external building facade		7	5	35,190						40,795						40,795
Replace tiled finishes		30	21	6,450												0
Replace aluminium windows		30	20	166,685												0
Replace mesh windows		30	28	7,480												0
Replace aluminium cladding to sides and		25	16	17,100												0
Replace balustrades and handrails		30	19	30,813												0
			Sub-Total	**263,718**	**0**	**0**	**0**	**0**	**0**	**40,795**	**0**	**0**	**0**	**0**	**0**	**40,795**
													0			
External doors																
Maintenance and repairs to doors and hardware associated with normal operation excluded				Excl.												**Excl.**
Painting to doors, frames and architraves		7	5	7,149						8,287						8,287
Replace door hardware		10	3	12,064				13,183								13,183
Replace hollow core doors		20	9	360										470		470
Replace metal doors		25	14	3,600												0
Replace solid core doors		25	14	2,300												0
Replace entrance doors and panels		25	14	7,000												0
Replace roller doors/shutters/grilles		15	5	5,800						6,724						6,724
Replace single leaf glazed doors		25	14	6,000												0
Replace aluminium doors		30	19	19,300												0
			Sub-Total	**63,573**	**0**	**0**	**0**	**13,183**	**0**	**15,011**	**0**	**0**	**0**	**470**	**0**	**28,663**

25 Hutt Street, Adelaide SA
Appendix B - Sinking Fund Elemental Breakdown

Element				Capital Cost Current @ 2013	Yr 0 2013	Yr 1 2014	Yr 2 2015	Yr 3 2016	Yr 4 2017	Yr 5 2018	Yr 6 2019	Yr 7 2020	Yr 8 2021	Yr 9 2022	Yr 10 2023	10 Year TOTAL
Annual increase @	3.0%	EOL	ERL		1.000	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305	1.344	
SUPERSTRUCTURE																
Internal Doors																
Maintenance and repairs to doors and hardware associated with normal operation excluded				Excl.												**Excl.**
Painting to doors, frames & architraves		8	5	8,004						9,279						9,279
Replace door hardware		10	3	15,341				16,764								16,764
Replace fire rated doors		20	9	6,000										7,829		7,829
Replace metal doors		25	14	4,200												0
Replace door closure		10	3	4,191				4,579								4,579
			Sub-Total	**37,736**	**0**	**0**	**0**	**21,343**	**0**	**9,279**	**0**	**0**	**0**	**7,829**	**0**	**38,450**
TOTAL				**442,976**	**0**	**0**	**0**	**34,525**	**0**	**72,910**	**0**	**0**	**0**	**8,298**	**0**	**115,733**

Maintenance costs are excluded.
No liability accepted.
Refer to executive summary for exclusions.

E.O.L = Estimated Overall Life
E.R.L = Estimated Remaining Life

25 Hutt Street, Adelaide SA
Appendix B - Sinking Fund Elemental Breakdown

Element Annual increase @	3.0%	EOL	ERL	Capital Cost Current @ 2013	Yr 0 2013 1.000	Yr 1 2014 1.030	Yr 2 2015 1.061	Yr 3 2016 1.093	Yr 4 2017 1.126	Yr 5 2018 1.159	Yr 6 2019 1.194	Yr 7 2020 1.230	Yr 8 2021 1.267	Yr 9 2022 1.305	Yr 10 2023 1.344	10 Year TOTAL
FINISHES																
Wall Finishes																
Cleaning down and general maintenance repairs excluded				Excl.												**Excl.**
Painting to internal walls		8	6	8,720							10,412					10,412
Replace marble wall finish		25	14	19,040												0
Painting to handrail/balustrades		8	5	1,300						1,507						1,507
Replace timber panel decorative wall		18	10	17,850											23,989	23,989
Replace fabric cover with sponge lining		15	8	9,600									12,161			12,161
			Sub-Total	**56,510**	**0**	**0**	**0**	**0**	**0**	**1,507**	**10,412**	**0**	**12,161**	**0**	**23,989**	**48,069**
Floor Finishes																
Cleaning down and general maintenance repairs excluded				Excl.												**Excl.**
Paint line marking		7	5	700						811						811
Replace entry mat and frame		7	3	1,800				1,967							2,419	4,386
Replace marble floor finishes		25	14	73,950												0
Replace floor slate		25	14	6,480												0
			Sub-Total	**82,930**	**0**	**0**	**0**	**1,967**	**0**	**811**	**0**	**0**	**0**	**0**	**2,419**	**5,197**
													0			
Ceiling Finishes																
Cleaning down and general maintenance repairs excluded				Excl.												**Excl.**
Painting to ceilings		8	6	3,480							4,155					4,155
Replace decorative ceiling to foyer		20	12	16,875												0
			Sub-Total	**20,355**	**0**	**0**	**0**	**0**	**0**	**0**	**4,155**	**0**	**0**	**0**	**0**	**4,155**
TOTAL				**159,795**	**0**	**0**	**0**	**1,967**	**0**	**2,319**	**14,567**	**0**	**12,161**	**0**	**26,408**	**57,422**

Maintenance costs are excluded.
No liability accepted.
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E.R.L = Estimated Remaining Life

25 Hutt Street, Adelaide SA
Appendix B - Sinking Fund Elemental Breakdown

Element Annual increase @	3.0%	EOL	ERL	Capital Cost Current @ 2013	Yr 0 2013 1.000	Yr 1 2014 1.030	Yr 2 2015 1.061	Yr 3 2016 1.093	Yr 4 2017 1.126	Yr 5 2018 1.159	Yr 6 2019 1.194	Yr 7 2020 1.230	Yr 8 2021 1.267	Yr 9 2022 1.305	Yr 10 2023 1.344	10 Year TOTAL
FITTINGS																
Fitments																
Maintenance and repairs to fittings and hardware associated with normal operation excluded				Excl.												**Excl.**
			Sub-Total	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL				0	0	0	0	0	0	0	0	0	0	0	0	0

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25 Hutt Street, Adelaide SA
Appendix B - Sinking Fund Elemental Breakdown

Element Annual increase @	3.0%	EOL	ERL	Capital Cost Current @ 2013	Yr 0 2013 1.000	Yr 1 2014 1.030	Yr 2 2015 1.061	Yr 3 2016 1.093	Yr 4 2017 1.126	Yr 5 2018 1.159	Yr 6 2019 1.194	Yr 7 2020 1.230	Yr 8 2021 1.267	Yr 9 2022 1.305	Yr 10 2023 1.344	10 Year TOTAL
SERVICES																
Electrical Services																
General maintenance and repair associated with normal operation excluded				Excl.												**Excl.**
Replace distribution gear/switchboards	25	14		7,743												0
Replace light fittings to common areas	15	4		14,391					16,197							16,197
Replace external lighting	12	2		2,400			2,546									2,546
Replace security/intercom	12	3		9,240				10,097								10,097
Replace transformer	40	29		52,000												0
			Sub-Total	**85,774**	**0**	**0**	**2,546**	**10,097**	**16,197**	**0**	**0**	**0**	**0**	**0**	**0**	**28,840**
Mechanical Services																
General maintenance and repair associated with normal operation excluded				Excl.												**Excl.**
Replace ventilation fans	13	2		18,249			19,360									19,360
Replace fan coil units	20	9		16,313										21,284		21,284
Replace lift car finishes	10	6		3,500							4,179					4,179
Replace lift	20	11		205,000												0
			Sub-Total	**243,062**	**0**	**0**	**19,360**	**0**	**0**	**0**	**4,179**	**0**	**0**	**21,284**	**0**	**44,824**
													0			
Hydraulic Services																
General maintenance and repair associated with normal operation excluded				Excl.												**Excl.**
Replace smoke detectors	7	2		2,450			2,599							3,197		5,796
Replace fire sprinklers	10	2		12,166			12,907									12,907
Replace fire hose reels	10	2		980			1,040									1,040
Replace fire extinguisher	7	3		2,310				2,524							3,104	5,629
Replace pumps to fire hydrant	15	4		5,600					6,303							6,303
Replace hot water unit	15	4		2,800					3,151							3,151
			Sub-Total	**26,306**	**0**	**0**	**16,546**	**2,524**	**9,454**	**0**	**0**	**0**	**0**	**3,197**	**3,104**	**34,825**
TOTAL				**355,142**	**0**	**0**	**38,452**	**12,621**	**25,652**	**0**	**4,179**	**0**	**0**	**24,481**	**3,104**	**108,490**

Maintenance costs are excluded.
No liability accepted.
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25 Hutt Street, Adelaide SA
Appendix B - Sinking Fund Elemental Breakdown

Element Annual increase @	3.0%	EOL	ERL	Capital Cost Current @ 2013	Yr 0 2013 1.000	Yr 1 2014 1.030	Yr 2 2015 1.061	Yr 3 2016 1.093	Yr 4 2017 1.126	Yr 5 2018 1.159	Yr 6 2019 1.194	Yr 7 2020 1.230	Yr 8 2021 1.267	Yr 9 2022 1.305	Yr 10 2023 1.344	10 Year TOTAL
EXTERNAL SERVICES																
External Services																
General maintenance and repair associated with normal operation excluded				Excl.												**Excl.**
Repair/ replace irrigation system		8	0	1,200	1,200								1,520			2,720
			Sub-Total	**1,200**	**1,200**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,520**	**0**	**0**	**2,720**
TOTAL				**1,200**	**1,200**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,520**	**0**	**0**	**2,720**

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25 Hutt Street, Adelaide SA
Appendix B - Sinking Fund Elemental Breakdown

Element Annual increase @	3.0%	EOL	ERL	Capital Cost Current @ 2013	Yr 0 2013 1.000	Yr 1 2014 1.030	Yr 2 2015 1.061	Yr 3 2016 1.093	Yr 4 2017 1.126	Yr 5 2018 1.159	Yr 6 2019 1.194	Yr 7 2020 1.230	Yr 8 2021 1.267	Yr 9 2022 1.305	Yr 10 2023 1.344	10 Year TOTAL
EXTERNAL WORKS																
External Works																
General maintenance and repair associated with normal operation excluded				Excl.												**Excl.**
Replace letter box		10	0	4,500											6,048	6,048
Replace AC roads/driveways		15	4	5,475					6,162							6,162
			Sub-Total	**9,975**	**0**	**0**	**0**	**0**	**6,162**	**0**	**0**	**0**	**0**	**0**	**6,048**	**12,209**
TOTAL				**9,975**	**0**	**0**	**0**	**0**	**6,162**	**0**	**0**	**0**	**0**	**0**	**6,048**	**12,209**

Maintenance costs are excluded.
No liability accepted.
Refer to executive summary for exclusions.

E.O.L = Estimated Overall Life
E.R.L = Estimated Remaining Life

Certificate of Insurance

ABN 29 008 096 277

Mathew Altamura
Community Corporation 20816 Inc
C/- Whittles Strata Management
P.O Box 309
KENT TOWN SA 5071

Date: 21.05.2024
Invoice No: I4550712

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 Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
12 Tucker Street
ADELAIDE SA 5000

Period 31.05.2024 to 31.05.2025

Policy No. SRSC21004631

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 20816 Inc
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:
Community Corporation 20816 Inc

SITUATION:
25 Hutt Street, ADELAIDE SA 5000

INTEREST INSURED:

Building Sum Insured	**$**	**17,360,000**
Common Contents Sum Insured	**$**	**173,600**
Loss of Rent/Temporary Accommodation	**$**	**2,604,000**
Catastrophe/Emergency Cover	**30%**	
Flood		**Insured**
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	$	2,000
Capital Benefit	$	200,000
Fidelity	$	250,000
Office Bearers Liability	$	2,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	$	25,000
Appeal expenses – common property health and safety breaches	$	100,000
Legal Defence Expenses	$	50,000
Lot owners fixtures and fixings	$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured

EXCESS:

Standard Excess	$2,500

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Flood Excess	$2,500
Storm Surge Excess	Not Applicable
Public Liability Excess	NIL
Voluntary Workers Excess	NIL
Fidelity Excess	NIL
Office Bearers Liability Excess	NIL
Machinery Breakdown Excess	Not Applicable
Government Audit Excess	NIL
Appeal Expenses Excess	NIL
Legal Defence Expenses Excess	$1,000 + 10% contribution

Other excesses payable are shown in the Policy Wording

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Your policy includes the following endorsements that are changes to your cover and should be read together with your PDS and Policy Wording. In all other respects the Policy remains unaltered and is subject to the terms, conditions and exclusions contained therein.

*

Flood Limit

Optional Cover '1. Flood in Section 1 - Insured property' is deleted and replaced by the following:

'1. Flood

For any claim arising from Flood, We will pay up to $10,000,000 in the aggregate in respect of any Event(s) under Section 1 of the Policy, subject to any sub-limits applicable for those Event(s).'

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	2000
Primary Wall Construction	Rendered Masonry
Secondary Wall Construction	Concrete
Roof Construction	Colourbond
Floor Construction	Concrete

Aluminium Composite Panels	No

Primary External Cladding:
N/A
Secondary External Cladding:
N/A

Heritage Listed	No

Fire Protection

Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

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COVERAGE SUMMARY

Community Corporation 20816 Inc
Residential Strata/Community Corporation

Number of Units	12
Number of Levels	4
Number of Basements	1
Number of Lifts	1
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	0 %

Additional Construction Comments:
Erected upon the land is a four-storey building with basement parking and storage areas comprising twelve (12) attached single and double floor residential apartments in very good condition. The building is serviced by a central lift with secure entrance to the apartments and basement parking areas.
Walls: Rendered concrete columns/pre-cast concrete panel
Roof: Steel decking

Residential Strata

PDS & Policy Wording

STRATA COMMUNITY
INSURANCE

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Product Disclosure Statement

This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001* (Cth).

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. Therefore it is important that You read it carefully and in conjunction with the Policy Wording to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General Definitions commencing on page 17.

Insurer

The Policy is underwritten by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of GPO Box 9870 Melbourne VIC 3000 except for workers compensation cover, if any, in some States in Australia.

When cover for workers compensation is selected by You, and shown as selected, it is provided in those States, as follows:

(a) in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW.

(b) in Victoria, by Allianz Australia Workers' Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria.

Please refer to **Section 4**. No workers compensation cover is provided in Queensland or South Australia.

The preparation date of the PDS is 1 February 2021.

Authority to act for us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

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

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours, and liability within the terms and conditions of the Policy remains at all times with Us.

About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products. Their founders bring four decades of experience across six different countries and have assembled some of the leading strata insurance experts in this country. Such experience ensures that their products are innovative and provide comprehensive financial protection over Your insurable assets and liabilities.

What You should read

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- the Policy Wording that commences on page 12. It tells You about:
  - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
  - important definitions that set out what We mean by certain words;
  - the cover We can provide under Sections 1 to 11;
  - what Excesses You may have to pay (see 'Payment of Excesses' below);
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 11);
  - what You and We need to do in relation to claims (see "Claims procedures" in the Policy Wording and "Claims - basis of settlement" in Sections 1, 7, 8 and 10);
  - Your and Our cancellation rights (see "Cancelling Your Policy" in the Policy Wording).
- the relevant proposal form You, if so requested, need to complete to apply for cover;
- any Schedule (see definition under General Definitions in the Policy Wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

Claims Made Notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of **Section 6**, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

What You are covered for / *not covered for*

Section 1 - Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits, for example:

Under Part A -

- Storm damage to gates and fences;
- Tsunami damage to Your Insured Property;
- architects and professional fees, removal of debris;
- up to $100,000 for building alterations, additions or renovations;
- up to $10,000 for an arson, theft, vandalism or malicious damage conviction;
- Fusion of electric motors up to $5,000;
- up to $50,000 for rewriting or reconstructing Your records;

Under Part B -

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

Under Part C -

- up to $1,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event;
- up to $2,000 a Lot for Lot Owners' contributions, levies, maintenance and other fees if their Lot becomes unfit for its intended purpose by an insured Event;

- up to $1,000 a Lot for the cost of boarding pets following insured damage.

Some Events We do not cover include:

- *Loss or Damage caused by Flood unless You take Optional Cover;*
- *by the sea, high water or tidal wave other than if caused by a Tsunami;*
- *Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block;*
- *Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds $500,000 unless We have otherwise agreed before the commencement of such work.*

Section 2 - Liability to others

Section 2 covers Your legal liability to others for accidental death, bodily injury, or Loss or Damage to property that happens during the Period of Insurance.

Section 3 - Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- $200,000 for death, or loss of the use of two hands, two feet or two eyes;
- $100,000 for loss of the use of one hand, one foot or one eye;
- up to $2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business;
- up to $1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business;
- up to $500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.

Some Events We do not cover include:

- *weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;*
- *weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;*
- *a Voluntary Worker under the age of 12 years;*
- *intentional self-injury or suicide or any attempt thereat.*

Section 4 - Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in NSW, VIC, NT, ACT, TAS and WA. No workers compensation cover is provided in Queensland or South Australia.

Section 5 - Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

Section 6 - Office bearers liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Section 7 - Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

Section 8 - Catastrophe insurance

Section 8 covers the unforseen increase in the Replacement cost of Your Building following the happening of a catastrophe from an event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent;
- extended period of cover and escalation in the cost of Temporary Accommodation;
- removal and storage of Your undamaged Insured Property;
- cost of evacuation for resident Lot Owners.

*We do not cover Loss or Damage from any Event which is not claimable under **Section 1**.*

Section 9 - Government audit costs and legal expenses

Section 9 provides cover for:

Part A - the cost of professional fees if You are audited by the Australian Tax Office or another government organisation;

Part B - the cost of appealing against common property health and safety breaches;

Part C - the cost of defending specific litigation (see pages 46-49) brought against You other than as covered under **Sections 2** and **6**. A special Excess and contribution payment applies to **Part C** and You should refer to the examples contained on page 47.

Section 10 – Lot Owners' fixtures and fittings

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This Section 10 covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General Exclusions.

Section 11 - Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or constructive total loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any Public or Statutory Authority that results in all or some Lot titles being terminated.

Please read the appropriate Sections in the Policy Wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty of disclosure; or
- make a fraudulent claim.

Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy Wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery Breakdown and Government Audit Costs and Legal Expenses insure You up to a set Sum Insured that is shown on the Schedule.

Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

Payment of Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay as a contribution to each claim You make under this insurance policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

Goods and Services Tax (GST) Notice

The Policy Wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 15). In summary, they are as follows:

- The amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- The Sum Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.

- When We pay a claim, Your GST status will determine the maximum amount We pay You.

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

Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out on the Schedule.

Cooling off period

You have twenty-one (21) days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us.

This cooling off right does not apply if You have made or are entitled to make a claim.

Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see "Cancelling Your Policy" in the Policy Wording).

Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to **https://insurancecode.org.au/**

How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au
Phone: 1800 931 678
Email: info@afca.org.au
Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at **https://www.allianz.com.au/** and the Strata Community Insurance Privacy Policy available at **https://stratacommunityinsure.com.au/**

How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers, intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at **www.allianz.com.au**; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with our services, including settlement of claims.

Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed

to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how Your complaints will be dealt with.

Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at **http://www.apra.gov.au** and the APRA hotline on 1300 55 88 49.

Terrorism Insurance Act

We have determined that the Policy (or part of it) is a policy to which the *Terrorism Insurance Act 2003* (Cth) ("Act") may apply. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the Act) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to government taxes and charges.

Where We determine that the Policy (or part of it) may become a policy to which the Act may apply as a result of indexation of the Sum Insured during the Period of Insurance as provided on page 13 of the PDS, We may also charge You a pro rata premium for the time during the Period of Insurance that the Policy may be a policy to which the Act applies.

Applicable ARPC amounts will be shown separately on the Schedule and are subject to government taxes and charges.

For further information contact Strata Community Insurance.

Further information and confirmation of transactions

If You have any queries, need to clarify any of the information contained in this document or wish to confirm any transaction under Your insurance, please contact Strata Community Insurance using the contact details shown on the back cover of this document. If You need to contact Us, Our address is shown under the 'Insurer' part of this PDS.



Policy Wording:
Residential Strata Community

Important information

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy

This Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General Definitions and individual Section Special Definitions.

Payment of Premium

Provided We receive the Premium, We will insure You as set out in this Policy and the Schedule.

You may elect to pay Your Premium annually in one payment or by instalments.

Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, not later than seven (7) days before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

Adjustments on renewal

Notice

At least fourteen (14) days before Your Policy expires, We will send You a renewal Schedule detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

Indexation

If Your Insured Property suffers Loss or Damage during the Period of Insurance We will increase Your Sum Insured under **Section 1 Part A - 1** and **2** by reference to the Cordell Housing Index Price (CHIP) increase since the start date of the current Period of Insurance.

On renewal We will increase Your Sums Insured under **Section 1 Parts A** and **B** and **Section 8** by reference to the Cordell Housing Index Price (CHIP) increase during Your previous Period of Insurance.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable thereto. You should promptly advise Strata Community Insurance should You wish to vary these updated Sums Insured.



Indexation does not apply:

i. *if Your Sums Insured under **Section 1 Parts A** and **B** and **Section 8** exceed $100,000,000 in total;*

ii. *to any other policy limit contained in **Sections 1** and **8**.*

Instalment payments

If paying by instalments, We will automatically continue Your cover on the terms contained in the renewal offer We send You. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty of disclosure.

Loyalty discount

Based on Your claims experience and the length of time Your Policy has been continuously insured with Us You may be entitled to a loyalty discount which will apply automatically to the base premium. The amount of Your discount will vary depending on how long You have held a continuously insured claims free Policy with Us. The discount will only apply to the extent any minimum premium is not reached. Your Schedule will show when You qualify for a loyalty discount.

You must disclose all previous claims

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

- renewal or insurance Policy declined, cancelled or refused, or where any Excess was imposed;
- claim refused by an insurer;
- claim made;

in relation to You because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

- charge You an additional Premium;
- impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- decline to insure You;
- refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

Claims procedures

1. What You must do

As soon as You discover that something has happened that is likely to result in a claim, You must:

(a) take all reasonable steps to reduce Loss or Damage and to prevent any further Loss or Damage;

(b) inform the police as soon as reasonably possible following theft, vandalism, malicious or intentional damage, or misappropriation of money or property.

2. What You should not do

Whatever the circumstances You should not:

(a) admit guilt or fault (except in court or to the Police);

(b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;

(c) offer or negotiate to pay a claim;

(d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim, We may reduce or refuse Your claim to the extent We are prejudiced.

3. How to make a claim

When You make a claim You must:

(a) promptly inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;

(b) provide details of what has occurred and when requested complete and return Our claim form promptly together with proof to support your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;

(c) comply with reasonable requests to provide written statements under oath if We require it;

(d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;

(e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;

(f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

You should not commence repairs without Our approval except for essential temporary repairs permitted under Event 1) h) of **Part A** of **Section 1**. Please contact Us to confirm approval for these costs.

5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

6. You must assist Us

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

(a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;

(b) give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and

(c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

9. Salvage value

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

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

Acts or omissions of Your Strata Community Manager

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

Cancelling Your Policy

(a) You may cancel all or part of this Policy at any time by giving Us notice in writing.

(b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell You of this in writing.

(c) When We have agreed to accept payment of Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

(d) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and any component of the Premium relating to levies where applicable.

(e) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

(a) not registered for GST:

We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.

(b) registered for GST:

(i) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other policy limit including GST

(ii) when We settle direct with You We will pay up to the

Sum Insured, limit of indemnity or other Policy limit and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

General conditions - which apply to all Sections unless otherwise stated

1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

Should more than one Excess be payable for any claim under this Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

3. Joint insureds, interested parties

(a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;

(b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage;

provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third party beneficiary:

(a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that

(b) the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

(a) for claims up to ten percent (10%) of Your Sum Insured:

(i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount without charge;

(b) for claims in excess of ten percent (10%) of Your Sum Insured:

(i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as we may require, based on the amount of the claim and the unexpired term of the Policy.

This condition does not apply:

(a) *when We pay a total loss or constructive total loss;*

(b) *when We pay the full Sum Insured;*

(c) *to **Section 1**;*
***Part A** Events 7), 20), and 22)*
***Part B** Event 4), and*
***Part C** Event 7);*

(d) *to **Sections 6** and **9**.*

General exclusions - what is not insured under any Section

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. **Act of Terrorism**

   to the extent permitted by law (including but not limited to as provided under the Terrorism Insurance Act 2003 (Cth)):

   (a) *any Act of Terrorism;*

   (b) *any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;*

   (c) *biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;*

   (d) *non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or*

   (e) *any threat of an Act of Terrorism.*

2. **Cyber and Electronic Data**

   (a) *the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or*

   (b) *an error in creating, amending, entering, deleting or using Electronic Data, or*

   (c) *total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,*

   regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

   However, in respect of **Sections 1**, **7**, **8** and **10**, but for this exclusion, in the event that any Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

3. **Intentional damage**

   any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4. **Nuclear**

   ionising radiation from, or contamination by radio-activity from,

   (a) *any nuclear fuel or nuclear waste or*

   (b) *the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or*

   (c) *nuclear weapons material.*

5. **War**

   war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

6. **Lawful seizure**

   the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

7. **Sanctions**

   circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

General definitions - the meaning of some words

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

There are other definitions that are specific to individual **Sections** and these appear in the relevant Section.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

(a) involves violence against one or more persons; or

(b) involves damage to property; or

(c) endangers life other than that of the person committing the action; or

(d) creates a risk to health or safety of the public or a section of the public; or

(e) is designed to interfere with or to disrupt an electronic system.

Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

Computer Attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

Cyberterrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Earth Movement

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

Electronic Data

means facts, concepts and/or information converted to a form usable for communications and/or displays and/ or distribution, interpretation and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment that includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

Erosion

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

Event(s)

means a happening or an incident not intended to happen that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under this Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

(a) a lake (whether or not it has been altered or modified);

(b) a river (whether or not it has been altered or modified);

(c) a creek (whether or not it has been altered or modified);

(d) another natural watercourse (whether or not it has been altered or modified);

(e) a reservoir;

(f) a canal;

(g) a dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

Insured Property

(a) **Building**

Building means:

building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

(i) outbuildings;

(ii) fixtures and structural improvements including

fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;

(iii) tennis courts, in-ground swimming pools and spas;

(iv) fixed or built in plant, equipment and appliances;

(v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;

(vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are used for non-commercial purposes and that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;

(vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;

(viii) underground and overhead services;

(ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or $100,000, whichever is the lesser.

(b) **Common Area Contents**

Common Area Contents means (but not so as to limit the generality thereof):

(i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;

(ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;

(iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;

(iv) computers, electronic equipment and office equipment;

(v) swimming pools or spas that are not in-ground including their covers and accessories;

(vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- *aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;*
- *damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of **Section 1**;*
- *livestock, fish, birds or other animals;*
- *Lot Owners' Contents and any other personal property of theirs;*
- *Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of **Section 1**;*
- *money, other than as covered under Event 14 of **Part A** of **Section 1**;*
- *plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Event 3 of **Part B** of **Section 1**;*
- *temporary wall, floor and ceiling coverings within a Lot;*
- *mobile or fixed air-conditioning units servicing an individual Lot (Queensland).*

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the damage and which would have affected the value had damage not occurred.

Loss or Damage

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

Lot

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners(')

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

(a) freestanding appliances such as dishwashers, washing machines and dryers;

(b) computers, electronic and electrical equipment, garden equipment;

(c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

means this Policy Wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Rainwater

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

Rent

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

Replacement

means:

(a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and

(b) the extra costs necessarily incurred to:

  (i) alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements;

  (ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star® or LEED® standards.

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following

(a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);

(b) the renewal Schedule You have paid;

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

Situation

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

Storm

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

Strata Community

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Strata Community Manager

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Sum Insured

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

(a) during any one Period of Insurance; or

(b) unless a specified limit is otherwise stated in a Section.

Temporary Accommodation

means, as regards any Lot occupied by the Lot Owner, an amount of money calculated on the basis of similar accommodation located in the vicinity.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who lives in a Lot including any other co-inhabitant or family normally resident with the Tenant.

Tsunami

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

Vehicle(s)

means:

(a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used; and

(b) any trailers or other attachments made or intended to be drawn by any of those machines.

Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear, Tear

means damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us

means:

(a) Allianz Australia Insurance Limited Subject to b) and c) below;

(b) Allianz Australia Workers Compensation (NSW) Limited in respect of **Section 4** when insurance for New South Wales is provided, and

(c) Allianz Australia Workers Compensation (Victoria) Limited in respect of **Section 4** when insurance for Victoria is provided.

You, Your, Yours

means:

(a) **in respect of Sections 1, 7, 8, and 10:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

(i) the interest therein of Members;

(ii) Lot Owners in respect of **Parts B** and **C** of **Section 1**, **Part B** of **Section 7** and **Part B** of **Section 8**;

(b) **in respect of Section 2:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

(i) the interest therein of Members;

(ii) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v)**;

(iii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule but does not include Office Bearers while acting in that capacity.

(iv) in regard to Special condition 2, Adjoining property extension only, the owner and/or leaseholder of adjacent property.

(c) **in respect of Section 3:**

a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

(d) **in respect of Sections 4, 5, and 9:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

(e) **in respect of Section 6:**

the past, present or future Office Bearers or committee members of the Strata Community, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

(i) estate, heirs, legal representative or assigns;

(ii) legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

(f) **in respect of Section 11:**

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule and Lot Owners whose Lot titles are terminated.

Section 1 - Insured Property

What We cover

This Section contains **Parts A**, **B** and **C** that provide cover against the Events listed below which occur during the Period of Insurance.

Section 1 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1**, against Loss or Damage to Your Insured Property on the basis set out in "Claims - basis of settlement", including the cost of:
   (a) (i) architects fees, surveyors fees and other professional fees;
   (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers Contents and of anything which caused the Loss or Damage;
   (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
   (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
   (v) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;
   (b) Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such Authority.
   (c) Legal fees You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts.
   (d) Loss or Damage to fences and gates as a result of Storm.

   ⚠

   We will not pay:
   (i) *if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;*
   (ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm approval for these costs.*
   (e) Loss or Damage caused by a Tsunami.
   (f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
   (g) Sudden and unforseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
   (h) Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
   (i) Reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

   If such costs are likely to exceed $5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount.

2. **Act of Terrorism**

   Where We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism Insurance Act 2003* (Cth) and the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1** and/ or **8** (if applicable) is less than $100,000,000 then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If We agree to provide this cover it will be shown on Your Schedule, however in such circumstances Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured of the Insured Property as shown in the Schedule or $100,000,000, whichever is the lesser. No cover is provided for events which are excluded under General Exclusions 1(b), (c), (d) or (e).

Cover for Events 3) to 23) of **Part A** are included in addition to the Sum Insured for **Section 1**.

3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will:

(a) during the construction period:

pay up to $100,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

(i) the value of such work does not exceed that amount; or

(ii) You notify Us and We otherwise agree in writing before the commencement of such work.



We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor We will cover the interest of the contractor as a Joint Insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of $100,000 prior to such work commencing and if requested pay any extra Premium We may require.

(b) upon practical completion:

pay up to $250,000 for Loss or Damage to the completed works by an Event claimable under **Section 1** provided:

(i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations;

(ii) You have Your property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and

(iii) if requested pay any extra Premium We may require.

4. Arson reward

We will pay a reward of up to $10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1**.

We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

5. Electric motors

We will pay up to $5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property which has been burnt out by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.



We will not pay for:

(a) *motors if covered under a guarantee or warranty or maintenance agreement;*

(b) *other parts of any electrical appliance nor for any software;*

(c) *lighting or heating elements, fuses, protective devices or switches;*

(d) *contact at which sparking or arcing occurs in ordinary working.*

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

We will pay up to $2,000 for the cost of:

(a) increased usage of metered electricity, gas, sewerage, oil and water;

(b) accidental discharge of metered electricity, gas, sewerage, oil and water;

(c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

7. Electricity, gas, water and similar charges – unauthorised use

We will pay up to $2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or

occupying any part of Your Insured Property without Your consent.



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

8. Environmental improvements

If Your Insured Property is:

(a) damaged by an Event claimable under **Section 1**; and

(b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1**, also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange system, and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

(a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or

(b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or

(c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak.

We will also pay:

(i) up to $1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and

(ii) up to $1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.



*We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship. We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1** – Insured Property) or by trees, plants or their roots.*

10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

(a) the removal and disposal of trees or branches;

(b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.



We will not pay for removal or disposal of:

- *trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or*
- *tree stumps or roots.*

11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

(a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;

(b) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;

(c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, We will pay up to $5,000 for the reasonable costs You necessarily incur in:

(a) re-keying or re-coding locks together with replacement keys; or

(b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

to restore security to the same level of security that existed prior to the loss of these keys.

13. Meeting room hire

We will pay up to $5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Loss or Damage which is admitted as a claim under **Section 1**.

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

14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to $25,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to $10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Strata Community Manager while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereat by:

(a) *any person in Your employment;*

(b) *a Lot Owner, including any family member permanently residing with them; or*

(c) *a proxy of a Lot Owner.*

16. Mortgage discharge

We will pay reasonable legal costs up to $5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) that are damaged by an Event claimable under **Section 1** while in Your physical or legal control.

18. Purchaser's interest

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

19. Records

We will pay up to $50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

20. Removal of nests

We will pay up to $1,000 any one Period of Insurance for the cost of removing wasps or bees nests from Your Insured Property that present as a danger to residents or the public.

We will not pay:

(a) *unless You first obtain Our consent to incur such costs. Please contact Us to confirm consent for these costs;*

(b) *for the cost of removing any nests that existed prior to the inception of **Section 1**.*

21. Removal, storage costs

We will pay up to $10,000 for the reasonable costs You necessarily incur in:

(a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

(b) storing such undamaged portion at that place or an equivalent alternate place;

(c) returning such undamaged portion to the Situation when restoration work is completed;

(d) insuring Your undamaged Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

We will pay up to $5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at Your premises.

We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time.

You must by way of Excess pay or contribute the first $1,000 for each and every claim.

23. Water removal from basement

We will pay up to $2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

*We will not pay if the inundation is caused by any other Event which is not claimable under **Section 1** or by Flood unless Optional Cover 1 is shown as included on Your Schedule.*

Section 1 - Part B

Part B applies to You and Lot Owners. Cover for Events 1) to 5) of **Part B** are included up to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring

costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. (a) **Rent**

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if the Common Area or Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under a) i) from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Common Area or Lot up to a maximum of twelve (12) months;
- under a) ii) from the time of the Event until the time when access to the Common Area or Lot is re-established.

(b) **Temporary accommodation**

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under **b i)** from the time of the Event until the time they reoccupy their Lot following completion of rebuilding, repairs or replacement; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace their Lot up to a maximum of twelve (12) months;
- under **b ii)** from the time of the Event until the time when access to their Lot is re-established.

(c) **Disease, murder and suicide**

We will pay You and/or the Lot Owner for:

(i) the cost of Temporary Accommodation necessarily incurred;

(ii) Rent that is lost;

If Your Common Area or their Lot cannot be occupied by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air- conditioning plant cooling towers and the like;
- a human infectious or contagious disease;
- murder or suicide;

occurring at Your Situation.

We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (including amendments), or listed under successor Commonwealth legislation dealing with quarantine or biosecurity matters (including delegated legislation) whether occurring at Your Situation or elsewhere.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.

(d) **Failure of supply services**

We will pay You and/or the Lot Owner for:

(i) the cost of Temporary Accommodation necessarily incurred;

(ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage by an Event claimable under **Section 1** happening to property belonging to or under the control of any such supply authority.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

The combined total amount We will pay under **Part B 1)** arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for Loss of Rent/Temporary Accommodation.

2. **Cost of reletting**

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

(a) Loss or Damage that is admitted as a claim under **Section 1**; and

(b) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to $1,500.

3. **Landscaping**

We will pay up to $10,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. **Removal of squatters**

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

We will pay if You or they first obtain Our consent to incur such legal fees.

5. **Title deeds**

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title Deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

Section 1 - Part C

Part C applies to Lot Owners. Cover for Events 1) to 6) of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. **Emergency accommodation**

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

(a) the Lot Owner; and/or

(b) the Tenant named on the lease, rental or similar type agreement;

up to $1,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred if a Lot is made unfit to be occupied for its intended purpose by:

(i) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or

(ii) reasonable access to or occupancy of the Lot is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity; or

(iii) reasonable access to or occupancy of the Lot is prevented by the Police Authority or other Emergency Service due to a danger or disturbance in the immediate vicinity.

However under Clause 1 b) above We will:

- only pay if the need for emergency accommodation arises in circumstances where two (2) or more Lots are made unfit to be occupied for their intended purpose;
- treat the Tenant named on the lease, rental or similar type agreement as though the Tenant was a Lot Owner.

2. **Funeral expenses**

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

3. **Lot Owners' contributions and fees**

We will pay, up to $2,000 a Lot, for contributions, levies, maintenance and other fees the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. **Lot Owners' removal and storage costs**

We will pay up to $5,000 for the reasonable costs a Lot Owner necessarily incurs in:

(a) removing their undamaged Contents to the nearest place of safe keeping;

(b) storing their undamaged Contents at that place or an equivalent alternate place;

(c) returning their undamaged Contents to Your Situation when occupancy of their Lot is permitted;

(d) insuring their undamaged Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. **Lot Owners travel costs**

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to $250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You or they first obtain Our consent to incur such travel costs.

6. **Pets, security dogs**

When a Lot Owner occupies their Lot solely for residential purposes, We will pay up to $1,000 a Lot for the reasonable costs they necessarily incur for boarding pets or security dogs if their Lot is rendered unfit for its intended purpose by:

(a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; and

(b) Temporary Accommodation does not allow pets or security dogs.

7. **Sale of Lot**

When a Lot Owner has contracted to sell their Lot and the sale is subsequently delayed or cancelled as a direct result of Loss or Damage by any Event and a claim is admitted under **Section 1** We will, from the date the sale was to have been settled, pay up to $7,500 per Lot and $20,000 any one Period of Insurance for:

(a) the actual interest charges a Lot Owner incurs on capital borrowed (such as bridging finance) in anticipation of the sale proceeds of the Lot; or

(b) in any other case, the loss of potential investment interest on the sale proceeds of the Lot until the time settlement is finalised.

The method of calculation on this will be;

$$\frac{(CR + 1\%)}{365} * SP * DL$$

Whereas:

CR = Reserve Bank of Australia {current target cash rate}
SP = Sale proceeds
DL = No of days in investment

We will not pay unless the Lot Owner makes every reasonable effort to complete the sale of the Lot.

Optional Covers

The following Optional Covers are operative when shown as 'Included' on Your Schedule.

1. **Flood**

We will pay up to the Sum Insured shown in the Schedule for Loss or Damage to Your Insured Property caused by Flood which happens during the Period of Insurance.

2. **Floating floors**

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under **Section 1**.

3. **Lot Owners' wall coverings (Applicable to New South Wales and Australian Capital Territory)**

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3) is limited to the room, hallway or passageway where the Loss or Damage occurs.

Exclusions *- what We do not cover under Parts A, B and C*

1. ***We will not pay for Loss or Damage:***

(a) *caused by Flood.*

However We will pay if Optional Cover 1 is shown as included on Your Schedule.

(b) *to retaining walls resulting from Storm or Rainwater.*

(c) (i) *caused by moths, termites or other insects, vermin, mice, rats, rust or oxidisation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;*

(ii) *caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;*

(iii) *caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.*

However We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

(d) *caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.*

(e) *caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.*

However We will pay if the Loss or Damage is due to:

(i) Fusion of electric motors as covered under Event 5) of **Part A**;

(ii) lightning;

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

(iv) resulting fire damage.

(f) *caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.*

However We will pay if the Loss or Damage is due to Tsunami.

(g) *caused by vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement.*

However We will pay if the Loss or Damage is due to:

(i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;

(ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; and

(iii) Flood if Optional Cover 1 is shown as included on Your Schedule.

(h) *caused by underground (hydrostatic) water.*

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

(i) *caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.*

However We will pay for water or liquid damage resulting from blocked pipes or drains.

(j) *caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*

(k) *caused by smut or smoke from industrial operations.*

However We will pay if such damage is sudden or unforeseen.

(l) *caused by any process involving the application of heat being applied directly to any part of Your Insured Property.*

However We will pay if any other part of Your Insured Property is damaged or destroyed by fire.

(m) *due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*

(n) *to water in swimming pools, spas or water tanks.*

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

(p) *to carpets and other floor coverings resulting from staining, fading or fraying.*

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.

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

(r) *to Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*

(s) *to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $500,000 unless Our written consent to continue cover has been obtained before the commencement of such work.*

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

2. ***We will not pay for:***

(a) *demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;*

(b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*

(c) *consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B** and **C**. Some examples of what We won't pay for include loss of use or Depreciation.*

(d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.*

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims - basis of settlement

1. **Replacement**

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

(a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

(b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily

available We will use the nearest equivalent available to the original materials;

(c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

(d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;

(e) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

(i) *rebuild or replace Your undamaged Insured Property;*

(ii) *rebuild, replace or repair illegal installations.*

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

(a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

(b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Claim settlement *(when* **Section 11** *is shown as a Sum Insured on the Schedule)*

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss that results in:

(a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.

(b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5) b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1) Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5) b).

Special provisions

1. Under Clauses 2), 3) and 4) of "Claims - basis of settlement" Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.

   Any differences relating to values may by agreement between us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

2. Clauses 2), 3) and 4) of "Claims - basis of settlement" do not apply in respect of any claim settled in terms of Clause 5) Claim settlement above.

Special conditions

1. Removal of illegally deposited rubbish

Under Event 22 of **Part A** You must by way of Excess pay or contribute the first $1,000 for each and every claim.

2. Professional fees

We will pay up to $50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8**, **10** and **11**.

Section 2 - Liability to others

What We cover

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. **We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation (including plaintiff's legal costs) for;**
   - Personal Injury; or
   - Property Damage;

   resulting from an Occurrence happening in connection with Your Business.

Automatic Extensions

(a) Financial Loss

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation awarded by a Tribunal or similar body for financial loss incurred by a Lot Owner arising out of Your failure to comply with Your statutory duty to maintain and repair common property.

(b) Other Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation for Personal Injury or Property Damage:

(i) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

(ii) **Car park liability** to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

(iii) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

We will not pay:

(a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations to the extent that the Personal Injury or Property Damage is caused or contributed to by such non-conformity;

(b) for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

(iv) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

(v) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

(vi) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

(vii) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

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

(viii) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

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

2. **Cost of defending a claim**

We will pay in addition to the Sum Insured under 1) above:

(a) all legal costs and expenses incurred by Us;

(b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;

(c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and

(d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of $250 per day if We require an Office Bearer, Committee Member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.



Exclusions *- what We do not cover*

We will not pay for any claim:

1. *in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.*

   This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).

2. *in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.*
3. *in respect of:*
   (a) *damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this* ***Section 2****;*
   (b) *damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;*
   (c) *injury to or death of animals on Your Common Area;*
   (d) *Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.*
4. *arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.*

   This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.

5. *arising out of the publication or utterance of a defamation, libel or slander:*
   (a) *made prior to the commencement of* ***Section 2****;*
   (b) *made by You or at Your direction when You knew it to be false.*
6. *arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in* ***Section 2****.*
7. *arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.*
8. *arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.*
9. *arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.*
10. *arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.*

    This exclusion does not apply to:

    (a) liability assumed by You under any contract or lease of real or personal property;

    (b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:

        (i) any act of negligence on their part; or

        (ii) by their default in performing their obligations under such agreement.

11. *arising out of or caused by the discharge, dispersal, release of or escape of pollutants into or upon property, land, the atmosphere, or any water course or body of water.*

    This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

12. *arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.*

    This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.

13. *for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.*
14. *made or actions instituted outside Australia that are governed by the laws of a foreign country.*
15. *for Liability to pay for personal injury or property damage, or any consequential loss arising therefrom*

(meaning anything not expressly described in the cover sections of this Policy, for example loss of use), caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. **Strata Community Manager defence**

   If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.

   ⚠

   We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. **Adjoining Property Extension**

   Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property.

   This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the Business.

   ⚠

   We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.

Special definitions

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

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

(a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;

(b) false arrest, wrongful detention, false imprisonment or malicious prosecution;

(c) wrongful entry or eviction or other invasion of the right of privacy;

(d) a publication or utterance of defamatory or disparaging material;

(e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

(a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or

(b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

that happens during the Period of Insurance anywhere in Australia.

Section 3 - Voluntary Workers

What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

(a) whilst voluntarily engaged in work on Your behalf; and

(b) caused solely and directly by violent, accidental, external and visible means; and

(c) which, independently of any other cause results in the following insured Events.

Events

1. Death $200,000
2. Total and irrecoverable loss of all sight in both eyes $200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot $200,000
4. Total and permanent loss of the use of one hand or of the use of one foot $100,000
5. Total and irrecoverable loss of all sight in one eye $100,000
6. (a) Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement:

   (i) a weekly benefit of $1,000

   or

   (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than $1,000 per week - the amount of such remuneration up to a maximum per week of $2,000

   (b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:

   (i) a weekly benefit of $500

   or

   (ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than $500 per week - the amount of such reduction up to a maximum per week of $1,000

7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing

   (a) his/her usual profession, business, occupation;

   or

   (b) usual household activities;

   - in respect of each week of Total Disablement a weekly benefit not exceeding $500

8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding $2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding $250
10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 – a benefit not exceeding $5,000

Exclusions *- what We do not cover*

We will not pay:

1. (a) *for more than one of Events 6) a) and 6) b) in respect of the same period of time;*

   (b) *under Event 6) a) and Event 6) b) in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;*

   (c) *under Event 6) a) and Event 6) b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;*

   (d) *under Event 7) and Event 9) in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;*

   (e) *unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;*

   (f) *unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;*

   (g) *for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;*

(h) *for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.*

2. *We will not pay compensation in respect of claims arising out of:*

   (a) *illness;*

   (b) *intentional self-injury or suicide, or any attempt thereat;*

   (c) *attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;*

   (d) *a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.*

Special conditions

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

Special definitions

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

Partial Disablement

means an injury which entirely prevents a Voluntary Worker from:

(a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;

or

(b) where such person engages in more than one occupation, profession or business, ANY OF THEM;

as certified by a legally qualified medical practitioner.

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

(a) carrying out all of the normal duties of such person's usual occupation, profession or business;

or

(b) where such person engages in more than one occupation, profession or business, ALL OF THEM;

as certified by a legally qualified medical practitioner.

Section 4 - Workers compensation

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

(a) Allianz Australia Insurance Limited
in the Australian Capital Territory, Northern Territory, Western Australia and Tasmania; or

(b) Allianz Australia Workers Compensation (NSW) Limited
in New South Wales. We act as the agent of this insurer in arranging insurance in NSW, and not as Your agent.

(c) Allianz Australia Workers Compensation (Victoria) Limited
In Victoria. We act as the agent of this insurer in arranging insurance in Victoria, and not as Your agent.



We do not *cover*

Workers Compensation in South Australia or Queensland.

Section 5 - Fidelity guarantee

What We cover

We will indemnify You up to:

(a) the Sum Insured shown on the Schedule for **Section 5** in respect of fraudulent misappropriation of Your Funds.

(b) $2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.



Exclusions *- what We do not insure*

We will not pay for:

(i) *any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;*

(ii) *any fraudulent misappropriation committed after the initial discovery of loss;*

(iii) *any losses arising out of fraudulent misappropriation committed prior to the commencement of* ***Section 5****;*

(iv) *any claims arising out of losses discovered more than twelve (12) months after the expiry of* ***Section 5****.*

Special definition

The word listed below has been given a specific meaning and applies to **Section 5** when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Section 6 - Office Bearers Liability

This Office Bearers Liability section is issued on a Claims made basis. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. **We will pay up to the Sum Insured as shown on the Schedule:**

   (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;

   (ii) pay on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;

   arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

   (b) reported to Us during the Period of Insurance.

   Provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1** of **Section 6**, the subject of this insurance or any indemnity.

2. **Defence costs**

   We agree that in relation to any Claim under **Section 6**:

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

   (b) where indemnity has not been confirmed by Us in writing, We will:

   (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or

   (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

   In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. **Reinstatement of the Sum Insured**

   When We have paid a Claim under **Section 6** and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule, subject to You paying any additional Premium that We may require.

   ⚠

   This reinstatement shall not apply to:

   (a) *any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;*

   (b) *any Claim notified to Us for which a Loss payment has not been made;*

   (c) *any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.*

4. **Total limit of Our liability**

   The most We will pay for all Claims in respect of any one Period of Insurance is:

   (a) the Sum Insured shown on the Schedule for **Section 6**; and

   (b) when We have reinstated Your cover under **Insuring Clause 3)** an additional amount equal to that Sum Insured;

   inclusive of claimant's costs and expenses and Defence Costs incurred by Us.

⚠

Exclusions *- what We do not cover*

We will not pay for:

1. *Claims arising from any facts or circumstances that You knew of prior to or at the inception of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.*
2. *Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.*

However this exclusion does not apply to:

(a) any party or entity not committing or condoning any such act or omission; and

(b) the costs incurred by You in successfully defending any Claim or suit made against You.

3. *Claims for death, bodily injury, sickness, disease, or damage to property.*

   However this exclusion will not apply to Loss or Damage to documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such documents.

4. *Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.*
5. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
6. *fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.*
7. *You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual member thereof.*
8. *any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.*
9. *a conflict of duty or interest of Yours.*
10. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of Your Strata Community.*
11. *any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.*
12. *Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1 b).*
13. *Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1 a).*
14. *Claims brought against You in a Court of Law outside Australia.*

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

(a) We have continuously been the insurer under an Office Bearers Liability between the date when such notification should have been given and the date when such notification was in fact given; and

(b) the terms and conditions applicable to this **Special Condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** under the current Period of Insurance.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

(a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or

(b) made a misrepresentation to Us before this contract of insurance was entered into; or

(c) failed to comply with any terms or conditions of **Section 6**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

(i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and

(ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means

(a) a written or verbal allegation of any Wrongful Act; or

(b) a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or

(c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

(a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;

(b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

(a) a person or other entity appointed by Your Strata Community to act as an Office Bearer or committee member in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Insured Property and Common Area is situated;

(b) a Strata Community Manager appointed as an agent of an Office Bearer and/or committee member;

(c) a person invited by an Office Bearer and/or committee member to assist in the management of Your Strata Community affairs.

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

(a) of You serving as an Office Bearer or committee member or director of Your Strata Community; or

(b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Section 7 - Machinery breakdown

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

Section 7 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims - basis of settlement", including the cost of:
   (a) (i) expediting repair including overtime working;
   (ii) express or air freight on recognised/scheduled services;
   (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
   (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

   and provided that the Insured Item is:
   (b) (i) contained at Your Situation; and
   (ii) is in the ordinary course of working at the time Insured Damage occurs.

Section 7 - Part B

Cover under **Part B** applies to You and Lot Owners. The following Events 1) and 2) of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have been leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured damage until the time they reoccupy their Lot following completion of repairs or replacement.

The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to fifteen percent (15%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing.

Exclusions *- what We do not cover*

We will not pay for:

1. *Damage caused by or arising from:*
   (a) *Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;*
   (b) *Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;*
   (c) *an Event that is claimable under **Section 1**;*
   (d) *chipping, scratching or discolouration of painted, polished or finished surfaces;*
   (e) *the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;*

(f) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*

(g) *the tightening of loose parts, recalibration or adjustments;*

(h) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*

2. *Damage to:*

(a) *glass, porcelain or ceramic components;*

(b) *defective tube joints or other defective joints or seams;*

(c) *any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;*

(d) *foundations, brickwork, and refractory materials forming part of an Insured Item;*

(e) *television, video or audio equipment other than security system equipment;*

(f) *expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*

(g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*

(h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;*

(i) *plant that has been hired or is on loan unless We specifically agree in writing.*

3. *Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.*

4. *Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.*

5. *Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.*

6. *Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.*

7. *Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.*

8. *The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.*

Claims - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. **Excess**

   Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

2. **Professional fees**

   We will pay up to $10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

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

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

(a) lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;

(b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

providing they form part of Your Insured Property or its services.

Section 8 - Catastrophe insurance

What We cover

Section 8 - Part A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:

   (a) due to the happening of a Catastrophe; or

   (b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period;

   and

   (c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

Section 8 - Part B

Cover for Events 1) to 4) of **Part B** applies to You and Lot Owners and are included in addition to the Sum Insured for **Section 8**.

1. Rent

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

(a) due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and

(b) the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur, including any unforseen increase in the cost of rental of a residential Lot or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your damaged Lot if Your Lot is damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) b) of **Part B** of **Section 1** is expended until the time You reoccupy Your Lot following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

(a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

(b) storing the undamaged portion at that place or an equivalent alternate place;

(c) returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;

(d) insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Loss or Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- is admitted as a claim under **Section 1**.

The amount We pay will be reduced by any amount payable for such costs under **Section 1**.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You at the time immediately prior to such a happening, following an order issued by a Public or Statutory Authority or Body, entity or person so empowered by law, to evacuate Your Lot:

(a) due to the happening of a Catastrophe; and

(b) the Loss or Damage to Your Lot is admitted as a claim under **Section 1**.

Any Evacuation Costs so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

The total amount We will pay under Events 1 to 4 of **Part B** arising out of any Event claimable under **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** or such other percentage as We may agree in writing.

Claims - basis of settlement

The basis upon which the amount payable as the unexpected increase in the cost of Replacement is to be calculated as the difference between:

(a) the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1 b of 'What We cover'; and

(b) the greater of either:

  (i) the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of **Section 1** immediately prior to the Catastrophe; or

  (ii) the Sum Insured in force under **Section 1** at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We cover'.

Special provisions

1. No payment will be made under **Section 8** until such time as the greater amount determined in accordance with the provisions of **Clause b)** of 'Claims – basis of settlement' (above) has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under **Section 8** the Qualified Valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
   (a) the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;

   (b) any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of Loss or Damage;

   (c) architects fees, surveyors' fees and any other professional fees;

   (d) legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts;

   (e) fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Section 8** may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be binding and who will at the same time decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Evacuation Costs

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Section 9 - Government audit costs and legal expenses

Section 9 - Part A: Government audit costs

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

   We will not pay more than the Sum Insured for:

   (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;

   (b) all Audits notified to You in any one Period of Insurance.

2. We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.



Exclusions *- what We do not cover*

1. *We will not pay for Professional Fees:*

   (a) *if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:*

      (i) *received any notice of a proposed Audit;*

      (ii) *had information that an Audit was likely to take place;*

      (iii) *had information that would indicate to a reasonable person that an Audit was likely to take place.*

   (b) *if a return, or a document required to be lodged in relation to an Audit, has not been lodged:*

      (i) *at all;*

      (ii) *properly;*

      (iii) *by the due date.*

   (c) *for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:*

      (i) *any act or omission by You; or*

      (ii) *any failure, act or omission arising from or in connection with Your statutory obligations.*

   (d) *charged by someone other than a Professional Adviser unless We have given Our prior written consent.*

   (e) *relating to the Audit of Your taxation and financial affairs unless the return is first lodged:*

      (i) *during the Period of Insurance; or*

      (ii) *not more than twelve (12) months prior to the original inception date of* ***Section 9****;*

      or relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

   (f) *relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.*

   (g) *to the extent We are prejudiced by You breaching any conditions in this Policy, including if you fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.*

2. *We will not under any circumstances pay for the cost of:*

   (a) *any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.*

   (b) *any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.*

   (c) *the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.*

Special conditions

1. You must:

   (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;

   (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;

(c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person.

(d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.

2. An Audit commences:

(a) at the time You first receive notice that an Auditor proposes to conduct an Audit; and

(b) is completed when:

(i) the Auditor has given written notice to that effect; or

(ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or

(iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability

Section 9 - Part B: Appeal expenses - health and safety breaches

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

(a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or

(b) a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.

We will not pay:

i. *unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period;*

ii. *more than the Sum Insured for **Part B** for:*

- *any notice or determination first made or first brought against You during the Period of Insurance including any such notice or determination not finalised until a subsequent Period of Insurance;*
- *all notices and determinations first notified or made in any one Period of Insurance.*

The improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Section 9 - Part C: Legal defence expenses

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

(a) in connection with the conduct of Your ordinary Business and affairs;

(b) under the *Competition and Consumer Act 2010* or under any other Consumer Protection Legislation;

(c) arising out of any dispute with an employee, former employee or prospective employee:

(i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;

(ii) leading to civil or criminal proceedings under any Race Relations, Sexual Discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under Special Condition 1 are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.

We will not pay:

(a) *unless:*

(i) *any such claim is first made or first brought against You during the Period of Insurance;*

(ii) *You report it to Us during the Period of Insurance;*

(iii) *We agree there are reasonable grounds for the defence of any such claim.*

(b) *more than the Sum Insured for **Part C** for:*

(i) *any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;*

(ii) *all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.*

Excess and Contribution

For each and every claim made or brought against You, You must pay:

(a) by way of Excess - the amount shown on the Schedule; plus

(b) by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of $50,000:	*(1)*	*(2)*	*(3)*
Cost of Legal Defence Expenses	*$20,000*	*$50,000*	*$80,000*
less Your Excess (e.g. $10,000)	*$10,000*	*$10,000*	*$10,000*
Net fees after the deduction of the Excess	*$10,000*	*$40,000*	*$70,000*
less Your Contribution (e.g. 10% of the net fees)	*$1,000*	*$4,000*	*$7,000*
*Amount claimable (*Sum Insured limit)*	*$9,000*	*$36,000*	*$*50,000*

***Exclusions** - what We do not cover under Part C*

1. *We will not pay Legal Defence Expenses for any claim:*

(a) *that You have defended without Our written consent;*

(b) *that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;*

(c) *arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of **Section 2** (Liability to others) and **Section 6** (Office Bearers Liability) or would have been provided if **Section 2** and **Section 6** had been selected by You and shown on the Schedule;*

(d) *arising from circumstances that You knew of prior to the inception of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;*

(e) *arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;*

(f) *between You and Us including Our Directors, employees or servants;*

(g) *that involves a conflict of duty or interest of Yours;*

(h) *made or threatened or in any way intimated on or before the inception date shown on the Schedule, except as otherwise provided by Special Condition 4;*

2. *We will not pay for:*

(a) *the cost of litigation or proceedings initiated by You;*

(b) *the payment of any compensation or damages of any kind and*

(c) *Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.*

Special conditions that apply to Part C

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

(a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or

(b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other

communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. **Consent**

   We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. **Information to be given to the appointed representative**

   You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. **Jurisdiction**

   Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

6. **Nomination of appointed representative**

   You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

   If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests.

   In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. **Offer of settlement**

   You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

   If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

   Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. **Our access to the appointed representative**

   You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. **Recovery of legal defence expenses**

   If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. **Reporting and notice**

    A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. **Subrogation**

    In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Contribution

means the proportion of Legal Expenses incurred above the Excess which is payable by You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

(a) fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;

(b) legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

(a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;

(b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

(a) form part of an annual or fixed fee or cost arrangement; or

(b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or

(c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or

(d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Section 10 - Lot Owners' Fixtures and Improvements

What We cover

When You have exhausted Your Sum Insured under **Part A** of **Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

(a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and

(b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Claims - basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

(a) The necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);

(b) If You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;

(c) Where materials used in the original construction are not readily available We will use the nearest equivalent available;

(d) When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

⚠

We will not pay for the cost to:

(i) *replace undamaged Lot Owners' Fixtures and Improvements;*

(ii) *replace or repair illegal installations.*

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

Section 11 - Loss of Lot market value

What We cover

If during the Period of Insurance Your Insured Property suffers Loss by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority We will if the Loss results in:

(a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or

(b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

(i) the Market Value of the Lot(s) immediately prior to the happening of Loss;

and

(ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:

- the Sum Insured for **Section 1** on the basis of Agreed Value; and
- the Market Value of the Strata Community land following Loss.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for **Section 11**.

Example 1 – All Lots titles are terminated:

Market Value of all Lots prior to loss occurring	*$10,000,000*
*less Sum Insured payout under **Section 1***	*$7,000,000*
less sale/value of land	*$2,000,000*
net loss of Market Value	*$1,000,000*
*Amount recoverable if the Sum Insured under **Section 11** is:*	
a) $1,000,000 or greater	*$1,000,000*
b) $500,000	*$500,000*

Example 2 – One Lot title is terminated:

Market Value of the individual Lots prior to loss occurring	*$1,000,000*
*less Lot entitlement to **Section 1***	*$700,000*
less Lot entitlement to sale/value of land	*$200,000*
net loss of Market Value	*$100,000*
*Amount recoverable if the Sum Insured under **Section 11** is:*	
a) $1,000,000 or greater	*$100,000*
b) $500,000	*$100,000*

Special conditions

1. Following Loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:
   (i) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss; and
   (ii) the Market Value of Your land after Loss.

   These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.
2. Any differences relating to such valuations may by agreement between us be referred to the President of either the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

(a) Your land and/or common property, and

(b) each Lot forming part thereof.

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The Strength of **Experience.**

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au

RESIDENTIAL STRATA
COMMERCIAL STRATA
COMMUNITY ASSOCIATION

SCI034-Policy-RS-PPW-02/2021

Orig. LF 11601858

11:22 24-Jun-2011
1 of 1 Fees: $121.00

LF
Series No.

$121—

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 OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Robyn White Conveyancing

ROBW.

Correction to:

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

1.....

2.....

3.....

4.....

PICK-UP NO.	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED 8.7.2011	

pro REGISTRAR-GENERAL

Form LF2

Guidance Notes available

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~
*NOTICE OF VARIATION OF BY-LAWS
~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

*Delete the inapplicable

INSTRUMENT AFFECTED 9036495	PLAN No. 20816

To the Registrar General

FORM NO. 5 – SECTION 39 (5)

CERTIFICATION OF COPY OF BY-LAWS AS VARIED AND RESOLUTION

I, LOIS HEATHER MANOLAKOS of 5/25 Hutt Street Adelaide 5000 being an officer of Community Corporation No. 20816 Incorporated certify:

(a) that the copy of the By-Laws attached to this certificate is a true copy of the By-Laws as varied by unanimous resolution of the corporation on the 15th day of June 2011 ; and

(b) that the copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

DATED the 23rd day of June 2011.

Lois Heather Manolakos - Presiding Officer
Community Corporation No. 20816 Inc.

MINUTES
of the Takeover General Meeting

of

Community Corporation 020816 Inc.

held

at Apt 8, 25 Hutt Street
Adelaide

on Wednesday, 15 June 2011 at 6:00 PM

PRESENT

In Person

Lot 2	Vadico Pty Ltd & Mrs R Vojdani represented by Ms Vadi Vojdani
Lot 4	Mr A T Hurley & Ms C M Crafter
Lot 5	Mr L & Mrs L Manolakos
Lot 6	F M & J Peters represented by Ms J Peters & Mr L Efthivoulou
Lot 8	Ms D A Picton
Lot 12	Sole Property Pty Ltd represented by Mr D Brown

By Proxy

Lot 1	Mr P J Goodrich represented by proxy to Mr & Ms Picton
Lot 3	Ms J Worrall represented by proxy to Presiding Officer
Lot 10	Mr A A Simpson represented by proxy to Whittles

In Attendance
Robyn Spragg representing Whittles Strata & Community Corporation Managers.

PROCEEDINGS

PRESIDING OFFICER

Mrs Lois Manolakos, Presding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

Quorum
The Corporation Manager declared that a quorum was formed with 9 of the 12 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue.

MINUTES

It was agreed that the Minutes of the previous Annual General Meeting of 15.06.10 be taken as read and accepted as a correct record.

It was agreed that the Minutes of the previous Special Meeting of 23.02.11 be taken as read and accepted as a correct record with the following amendment:
Apartment 4 - Tony Hurley and Cathy Crafter (not Cathy Bishop) were present.

FINANCIAL STATEMENT

The Manager reviewed the statement of accounts provided and prepared by Adelaide Strata Management for the accounting period from 01.05.10 to 30.04.11, which had been circulated to all members.

It was agreed that the statement of accounts be received and adopted.

APPOINTMENTS

In accordance with Sections 76(9) of the Community Titles Act, 1996, the Corporation agreed the following appointments:

Corporation Manager
It was agreed that the Presiding Officer is authorised to execute, on behalf of the Corporation, a contract appointing the Manager of Whittles Strata & Community Corporation Managers for a term of one year at a rate of $2,244 including GST per annum in accordance with the following conditions:

Additional recoverable charges will be made for stationery, government charges including any applicable goods and services tax, preparation of a tax return where necessary and meeting fees. Postage and photocopying charges will be debited to the Corporation as actually expended. Pro rata management fees shall continue to be charged from the corporation's end of financial year up until the next annual general meeting.

Subject to the payment of Additional Fees the Manager agrees to undertake other tasks not specified in the Schedule I that may be reasonably requested by the Corporation.

Election of Officers

The following appointments were made:

Presiding Officer	Mrs Lois Manolokos	Lot 5
Secretary	Mr Paul Goodrich	Lot 1
Treasurer	Mr Tony Hurley	Lot 4

It was noted that the appointment of the Office Bearers is for a term that expires at or before the next annual general meeting.

Management Committee
The Corporation Manager advised that a Community Corporation may establish a Management Committee and where each of the community lots is used solely or predominantly for residential purposes, all members of the Committee must be members of the Corporation.

It was agreed not to appoint a Management Committee.

INSURANCE

The Corporation's current policy details are as follows:

Underwriter	Zurich
Broker	Honan Insurance Group
Policy Number	33-HO00269-HST
Expiry Date	15/05/2012
Building / Common Property Cover	$10,400,000 Excess $200 Earthquake All Other Claims $100
Legal Liability	$20,000,000 Excess
Office Bearer's Liability	$2,000,000
Catastrophe Cover	Held
Flood Cover	Not Held
Machinery Breakdown	Not Held Excess

It was agreed that the Corporation Manager arrange for the Insurance Broker for Community Corporation 20816 Inc. be changed from Honan's Insurance Group to MGA Insurance Brokers Pty Ltd effective immediately.

The Corporation agreed upon an insured value for the property of $10,400,000.

The Corporation Manager informed the meeting that they do not have Flood Cover on the Zurich Policy currently held by the Corporation. It was agreed that at renewal of the Corporation Policy the Corporation Manager include quotes for Flood Cover for the consideration of the Corporation.

It was agreed that the Corporation Manager arrange 3 quotes at renewal of the Corporation's insurance 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.

Contents Cover

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

Members of the corporation were reminded that it is their legal responsibility to advise the corporation's managers of any change in use of occupancy of their respective unit, and that the corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

*** A valuation for Insurance Purposes was carried out on 04.04.09 for the replacement cost of $10,400,000.***

*** The Corporation Manager subsequent to the Annual General Meeting has obtained information from the Insurance Broker that the Corporation is not covered for Terrorist Activity.***

MAINTENANCE

External Window Clean
The meeting discussed that all external windows and window frames are to be cleaned the 1st week in December and after the Adelaide 500.

It was agreed that the Corporation Manager raise a work order with Sky High Access for this work to proceed in the 1st week of December and after the Adealide 500. Sky High Access is to inform all occupants, giving sufficient notice for occupants to remove items from the balconies and close windows to ensure no damage occurs to occupants property when the windows are being cleaned.

Caretakers Duties
The Corporation Manager was instructed by the meeting to obtain a copy of the Caretakers Duties and forward onto the Presiding Officer.

CHANGES TO BY-LAWS
a. Motion by Special Resolution

Motion:
The Corporation by Special Resolution seeks to amend by-law 27 - Use of Lots - specific

FROM:

Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments:

27.1 Lots shall only be used for residential accommodation.

27.2 A Lotholder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

This clause 27 does not preclude a Lotholder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation.

TO:

Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments:

27.1 Lots shall only be used for residential accommodation.

27.2 A Lotholder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less that two (2) months.

This clause 27 does not preclude a Lot holder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation for a period of not less than two (2) months.

Nil votes against, resolution passed.

I hereby certify that this is a true copy of the resolution referred to in paragraph (a) of the Notice attached hereto.

.....

Lois Heather Manolakos – Presiding Officer

GENERAL BUSINESS

A. Special Levy Authority

It was agreed that where a shortfall of funds occurred, the funds required to meet such a shortfall be acquired by levy raised by the Corporation Manager following consultation with the Presiding Officer and be chargeable in accordance with lot entitlement in respect of each lot.

B. Interest Charged on Overdue Accounts

It was noted that the Community Titles Act 1996 provided that Corporations may (in accordance with the Regulations) charge interest in respect of a contribution for any instalment of a contribution that is in arrears. It was agreed that this penalty be imposed on those owners who are in arrears and that the rate of interest be 15% per annum calculated daily.

C. Overdue Notices

Where necessary, it was agreed that the Corporation Managers charge those owners in arrears a fee of $80 + GST for placing them into legal hands, following reasonable notice of the overdue monies.

D. Appointment of Auditor

The Corporation Manager advised that the Community Titles Act provided that except where exempted by regulations, or by special resolution, Community Corporations must have the annual statement of accounts audited and that the auditor must be a registered company auditor within the meaning of the Corporation's Law.

It was noted that where funds are held in an Agent's Trust Account, an audit is not required.

However, the Corporation Manager recommends that it would be prudent to have the financial statements audited.

It was agreed to have the funds audited and to appoint MGI Caulfields as the appointed auditor.

E. Lift Reader

The meeting discussed that the lift reader is old and obsolete and in the event of a breakdown will not be able to be fixed.

The Corporation has received a quote from Chubb to replace the lift reader. It was agreed that the Corporation Manager contact Chubb and provide clarification on the quote provided.

It was further agreed that Mr Goodrich will be approached by members on his return concerning this matter to obtain his opinion.

This matter will be further discussed by the Corporation once further investigation is carried out.

F. Fire Safety System - Telstra & Fire Line Upgrades

The Corporation Manager discussed with the members that the fire line to the building is not connected or monitored by the Fire Brigade. It appears that in order for the building to be connected to the Fire Brigade upgrades will need to occur.

After considerable discussion it was agreed that the Corporation Manager contact Meinhardt Design to advise that the SAMFS is not connected to the building as it is meant to be, and request that Meinhardt Design investigate the matter and provide an opinion.

G. Airconditioning Systems

The meeting discussed that there appears to be design faults with the installation of the air conditioning units in the apartments. The Corporation Manager informed the meeting that this is not a body corporate matter, rather an owner responsibility.

The meeting recommended that owners contact Winnebe Pty Ltd on 8351 2033 to maintain their airconditioners as they provide a cost effective and efficient service.

H. Car Parking

The meeting discussed that on occasions there is problems with residents parking in other residents car park subsidiaries.

The Corporation has previously granted approval at a duly convened meeting for all owners to install bollards in their car park subsidiaries at owners cost.

I. Atrium

The Presiding Officer informed the members that at some stage the atrium will need to be upgraded, however due to other items discussed at this meeting, this matter will be further considered at a later date.

J. Heat Generated from Carpark Area

The meeting discussed that heat from the car park area is still a problem with the ground floor apartments. Although measures have been taken in the past to reduce this heat, further investigation into this matter is required.

It was agreed that the Corporation Manager contact Winnebe Pty Ltd and obtain a quote to move the large airconditioners from the car park area to the roof top to reduce heat in the car park area.

BUDGET

Sinking Fund

It was agreed that the attached budget be accepted and that Sinking Fund Contributions for the year will increase to $21,510 in accordance with the Sinking Fund Analysis.

All Sinking Fund Contributions are an annual commitment by the lot holder to the Corporation, with the gross contribution figure being divisible by lot entitlement.

The annual Sinking Fund Contribution payable by each lot holder is to be paid by equal quarterly instalments, as from 15.07.11, each always in advance of the due date.

Administration Fund

It was agreed that the attached budget be accepted and that Administration Fund Contributions for the year will increase to $55,000.

All Administration Fund Contributions are an annual commitment by the lot holder to the Corporation, with the gross contribution figure being divisible by lot entitlement.

The annual Administration Fund Contribution payable by each lot holder is to be paid by equal quarterly, as from 15.07.11, each always in advance of the due date.

NEXT ANNUAL GENERAL MEETING

There was general agreement that next year's meeting should be held at Apartment 5/25 Hutt Street, Adelaide at 6.00pm on a date to be advised.

CLOSURE

Ms Picton was thanked for her hospitality.

The Corporation Manager was thanked for her efforts since collecting the Corporation's books on 26.05.11.

The meeting closed at 8.05 p.m.

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by an officer of the Community Corporation

.....

Lois Heather Manolakos – Presiding Officer
5/25 Hutt Street Adelaide SA 5000

"This is a copy of the By-Laws referred to in the attached certificate"

.....

Lois Heather Manolakos

BY-LAWS

COMMUNITY PLAN NO. 20816

RESIDENTIAL APARTMENTS

25 HUTT STREET, ADELAIDE SA 5000

"25 ON HUTT"

LYNCH & MEYER
LAWYERS
LEVEL 2 190 FLINDERS STREET ADELAIDE SA 5000
GPO BOX 467 ADELAIDE SA 5001
DX 120 ADELAIDE
TELEPHONE (08) 8223 7600
COMMERCIAL FACSIMILE (08) 8223 4348

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COMMUNITY TITLES ACT

Strata Scheme By-Laws
Community No.

Part 1 - Preliminary

1. In these by-laws, unless the contrary intention appears:-

"the Act" - means the Community Titles Act 1996;

"the Corporation" means the Community Corporation No. 20816 Incorporated;

"Corporation Manager" means any party approved by the Corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the corporation under the Act and Corporation Management Agreement means any such Agreement appointing the Corporation Manager pursuant to Section 75(5) of the Act;

"Lot" means a Community Lot comprised in Community Corporation Plan Number 20816, and includes a Strata Lot.

"Lotholder" means the owner of a lot and where the context allows the occupier of a lot.

"Occupier" of a lot includes, if the lot is unoccupied, the owner of the lot;

"rules" means the rules made by the Corporation pursuant to the powers contained in these by-laws;

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears.

a reference to any statute, regulation or Council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

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 (but is not obliged to) establish a Management Committee ("the Committee") responsible to the Corporation for the administration, management and control of the Common Property.

2.3 The Corporation may appoint a manager 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 subject to annual review by the Corporation.

2.5 The first manager is Adelaide Strata Management of 91A Goodwood Road, Goodwood SA 5034.

2.6 If on annual review the Corporation is dissatisfied with the manager's performance, the Corporation may determine the Management Contract.

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.

4. **Use of Lots/Persons bound by these By-laws**

4.1 Subject to the Act any other relevant legislation and these by-laws a person bound by these by-laws must not use a lot for a purpose unless the use is consistent with the Scheme Description, the By-laws and the use has been otherwise approved by the Corporation.

4.2 The following persons are bound by these By-laws:-

4.2.1 the Corporation;

4.2.2 the Lotholders and occupiers of the Community Lots comprising the Community Scheme;

4.2.3 persons entering the Community Parcel

Part 3 - General Provisions

5. Noise

A person bound by these by-laws shall not on the Community parcel create any noise likely to interfere with the peaceful enjoyment of the Lotholder or occupier of another lot or of any person lawfully using Common Property.

6. Vehicles

6.1. Save where a by-law made authorises him so to do, a person bound by these by-laws must not park or stand any motor or other vehicle on common property except with the consent in writing of the Corporation.

6.2. A person bound by these by-laws shall take all reasonable steps to ensure that:-

6.2.1. any motor or other vehicle or vehicles loading or unloading must not park or stand so as to obstruct or unreasonably monopolise parking bays;

6.2.2. they do not monopolise parking bays to the detriment of other Lotholders or occupiers of lots.

6.3. In addition to any other power, authority, duty or function imposed or conferred on the Corporation, it shall 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 caused the contravention and that person shall indemnify the Corporation for all costs and damages arising out of such actions.

7. Obstruction

A person bound by these by-laws must not obstruct lawful use of Common Property by any person.

8. Damage to Gardens etc on Common Property

A person bound by these by-laws must not:-

8.1. damage any ornamental garden tree shrub plan or flower being part of or situated on Common Property; or

8.2. except with the consent in writing of the Corporation, use for his own purposes as a garden any portion of the Common Property.

9. **Damage to Common Property**

A person bound by these by-laws must not mark, paint drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the improvements on the Community Parcel, or Common Property except with the consent of the Corporation, but this by-law does not prevent a Lotholder or person authorised by him from installing:-

9.1. any screen or other device to prevent entry of animals or insects on his lot.

Provided that the screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Lotholder and does not detract from the amenity of the building.

10. **Behaviour of Invitees**

10.1. A person bound by these by-laws shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lotholder or occupier or of any person lawfully using Common Property.

10.2. A person bound by these by-laws shall be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in it caused by such person.

10.3. The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

10.4. The duties and obligations imposed by these by-laws on a Lotholder or occupier of a lot shall be observed not only by the Lotholder or occupier but also by guests, servants, employees, agents, children, invitees and licensees of such Lotholder or occupier.

11. **Depositing Rubbish etc on Common Property**

11.1. A person bound by these by-laws must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Lotholder or occupier of another lot or of any person lawfully using the Common Property.

11.2. A person bound by these by-laws must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down staircases, from balconies, from the roof or in the passageways of the building on the

Community Parcel. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Lotholder or occupier.

11.3. A person bound by these by-laws must not smoke cigarettes, pipes, cigars or the like in on or about the Common Property.

12. **Appearance of building**

12.1. A person bound by these by-laws must not, except with the consent in writing of the Corporation, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.

12.2. A Lotholder or occupier must not:-

12.2.1. erect or affix any blinds or awnings to the outside of his lot or the building;

12.2.2. affix any fittings to exterior walls or ceilings of his lot or the building;

without the prior written consent of the Corporation and must comply with the directions and requirements of the Corporation.

12.3. Outside wireless, two-way radio and television aerials or satellite receivers must not be erected without the prior written permission of the Corporation.

12.4. No structural alteration shall be made to any lot (including any alterations to gas, water supply, plumbing or electrical installations and including the installation of any air conditioning system) without the prior written permission of the Corporation.

12.5. A Lotholder or occupier must not paint or affix any advertisements, placards, banners, pamphlets, notices or posters to or on any part of the exterior of his lot nor do anything to vary the external appearance of his lot or the building without the prior written consent of the Corporation **PROVIDED ALWAYS** that whilst the Original Proprietor remains owner of more than one lot in the building it or its respective servants and/or agents may without the consent of the Committee paint or affix any signs advertisements notice or notices or posters to or on any part of the premises for the purposes of offering for sale or lease any lot in the said building.

12.6. The Corporation shall at regular intervals paint and maintain the exterior facade of the building in colours and to a standard commensurate with the original development and keep the Common Property in a state of good and serviceable repair and properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, handrails, intercoms and security equipment (if any)) held by the Corporation or used in connection with the Common Property

or its enjoyment by Lotholders or occupiers and visitors and for this purpose enter into an appropriate contract or contracts with third parties for such parties to provide those services for the benefit of Lotholders on behalf of the Corporation.

13. **Storage of Flammable Liquids etc.**

13.1. A Lotholder must not, except with the consent in writing of the Corporation, use or store on his lot or on the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine or domestic cleaning chemicals.

13.2. A Lotholder or occupier must not bring to, do or keep anything in his lot which will increase the rate of fire insurance on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the Community Parcel or the regulations or ordinances of any public authority for the time being in force.

13.3. If a Lotholder or occupier does or permits to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the Corporation then such Proprietor or Occupier shall be responsible for any damage or loss which the Corporation or any other Lotholder may suffer or incur as a result thereof.

13.4. If the Corporation consents to a Lotholder or occupier bringing to doing or keeping anything in his lot which increases the rate of fire insurance on the building or on any property on the land, such Lotholder or occupier must pay the amount of any increased premium to the Corporation upon demand.

14. **Garbage disposal**

14.1. A Lotholder or occupier of a lot must:-

14.1.1. save where the Corporation provides some other means of disposal of garbage, (which other means of disposal will be adhered to by the Lotholder or occupier) maintain within his lot, or on such part of the Common Property as may be authorised by the Corporation, in clean and dry condition and adequately covered, a receptacle for garbage;

14.1.2. comply with all local authority by-laws and ordinances relating to the disposal of garbage;

14.1.3. ensure that the health, hygiene and comfort of the Lotholder or occupier of any other lot is not adversely affected by his disposal of garbage.

14.2. Garbage receptacles shall be placed only where approved by the Committee and used only for the purpose for which they are provided:

14.2.1. Empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible, out of sight;

14.2.2. The car parking areas shall be kept tidy and free of all litter.

15. **Keeping of animals**

A person bound by these by-laws must not keep any animal in, or in the vicinity of, a lot provided always that nothing in this by-law 15 shall:-

15.1. prevent an occupier of a lot who suffers from a disability from keeping a dog on the lot or restrict the use of a dog by the occupier if the dog is trained to assist the occupier in respect of that disability;

15.2. prevent a visitor to the community parcel who suffers from a disability from using a dog trained to assist the visitor in respect of the disability; or

15.3. prevent the original Vendor/developer from granting consent to a Purchaser to keep an animal in or in the vicinity of that person's lot, having had regard to the Purchaser's circumstances at time of Contract, and the age/size of the animal.

16. **Tenants to have notice of by-laws**

A copy of these By-laws (or a precis thereof approved by the Committee) shall be delivered to the Lessee or occupier of any lot not personally occupied by the Lotholder and in any event incorporated as an annexure to any Lease or Licence granted to a Lessee or occupier.

17. **Observance of by-laws**

The duties and obligations imposed by these By-laws on a Lotholder must be observed not only by the Lotholder but by the Lotholder's occupiers tenants, guests, servants, employees, agents, children, invitees and licensees.

18. **Lot to be kept clean**

Each Lotholder or occupier shall:-

18.1. keep his lot clean and take all practicable steps to prevent infestation by vermin and/or insects;

18.2. keep his windows in a thorough state of cleanliness and promptly notify the Corporation for their replacement with new glass of the same kind and weight as at present if broken or cracked;

18.3. not install or provide any window tinting to any external window of his lot;

18.4. be responsible for the interior maintenance and decoration of his lot.

19. **Use of water etc**

19.1. A Lotholder or occupier must not waste the water and shall see that all water taps in his lot are promptly turned off after use.

19.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Lotholder whether the same is caused by his own actions, or those of his tenants, servants, agents, guest, employees, invitees, or licensees.

20. **Notice to be given**

A Lotholder or occupier must give the Corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Corporation shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.

21. **Corporation may inspect**

21.1. Upon one day's notice in writing (without notice in the case of emergency) the Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Lotholder in cases where such leakage or defect is due to any act or default of the said Lotholder or his tenants, guests, servants, agents, employees, invitees or licensees). If not so permitted they may effect an entry. The Corporation, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Lotholder or occupier as is reasonable in the circumstances.

21.2. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Corporation reserves the right to enter and fasten the same if left insecurely fastened.

22. **Infectious diseases**

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinances affecting any person in any lot the Lotholder or occupier of such lot must give or cause to be given written notice thereof and any other information which may be required relative thereto to the Corporation and shall pay to the Corporation the expenses of disinfecting the lot and building and replacing any articles or things the destruction of which may be rendered necessary by such disease.

23. **Unavoidable noise to be minimised**

In the event of any unavoidable noise in a lot at any time the Lotholder or occupier thereof must take all practical means to minimise annoyance to other occupants by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.

24. **Driveways to be kept clear**

24.1. The pathways and drives on the land any easement giving access to the land must not be obstructed by any of the Lotholders or occupiers or used by them for any other purposes than the reasonable ingress and egress to and from their respective lots and no Lotholder or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.

24.2. A Lotholder or occupier of a lot must not obstruct lawful use of Common Property by any person including obstruction by the placement thereon of free standing signs, furniture, pot plants, display of wares or otherwise howsoever.

25. **Committee may make rules**

The Committee or its appointed manager may make rules relating to the Common Property not inconsistent with these by-laws and the same shall be observed by the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Lotholders.

26. **Lotholders not to instruct contractors/workmen**

Lotholders must not directly instruct any contractors or workmen employed by the Corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the Corporation shall be directed to the Secretary or Corporation Manager and not to the Chairman or any member of the Corporation.

27. **Use of lots - specific**

Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the Corporation of the City of Adelaide and any other relevant Statutory enactments:

27.1. Lots shall only be used for residential accommodation.

27.2. A Lotholder or occupier is prohibited from leasing or granting rights of occupation in respect of a Lot for valuable consideration for a period of less than two (2) months.

This clause 27 does not preclude a Lotholder entering into a lease with an operator of serviced apartments for use of that Lot as a serviced apartment for residential accommodation for a period of not less than two (2) months.

28. **Exclusive Use / Special Privileges**

28.1. With the consent of the sole and Original Proprietor, the Corporation confers special privileges in respect of portion of the Common Property areas marked A, B, and C, for the sole and exclusive use respectively of Lots 7, 10 and 9 being the extension of balconies adjoining those lots which encroach (with consent pursuant to Section 365 of the Local Government Act, vide City of Adelaide Encroachment Permit 24/1999) over Hutt Street.

29. **Corporations rights and powers - unpaid levies**

29.1. A Lotholder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:-

29.1.1. the whole of the Corporation's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Plan by the Corporation pursuant to the Act or pursuant to the by-laws of the Corporation;

29.1.2. such costs as may have been ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.

29.2. In the event that the Lotholder fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Corporation may take action for the recovery of same in any Court of competent jurisdiction with the proviso that, in respect of the Corporation's party and party costs, the Corporation shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment in costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in paragraphs 28.1.1 above

against the levy account of the Lotholder's Lot in the Plan and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.

29.3. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the Corporation from time to time, unless otherwise determined by Ordinary Resolution at a general meeting. At the discretion of the Committee, any Corporation Manager has administrative discretion to write off interest at a limit to be determined by the Corporation from time to time.

29.4. If at the time a person becomes the Lotholder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.

29.5. The amount of any interest is recoverable by the Corporation as a liquidated debt.

29.6. Where the Corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the Proprietor or any of the them the Committee shall be entitled to recover the amount so expended as debt in an action in any Court of competent jurisdiction from the Proprietor of the lot at the time when the breach occurred.

30. **Severability**

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

31. **Offence**

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

32. **Penalty**

The maximum penalty for the breach of any of these by-laws or the Rules is $500.00 or such other maximum amount as may from time to time be provided for by Section 34(3) of the Act.

9036495

LT J

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 OFFICE USE ONLY

Date: 31/01/2001	Time: 12
FEES	
R.G.O.	POSTAGE
$84.00	

Lands Titles 12:04 31/01/01 46482
REGISTRATION FEE $84.00

BELOW THIS LINE FOR AGENT USE ONLY

		AGENT CODE
Lodged by:	LYNCH & MEYER	MSLM
Correction to:	LYNCH & MEYER	MSLM

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

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor

PICK-UP NO.	9027986
CP	20816
DEV. NO.	DA/229/1999

CORRECTION	PASSED
	✓

FILED 27-2-2001

pro REGISTRAR-GENERAL

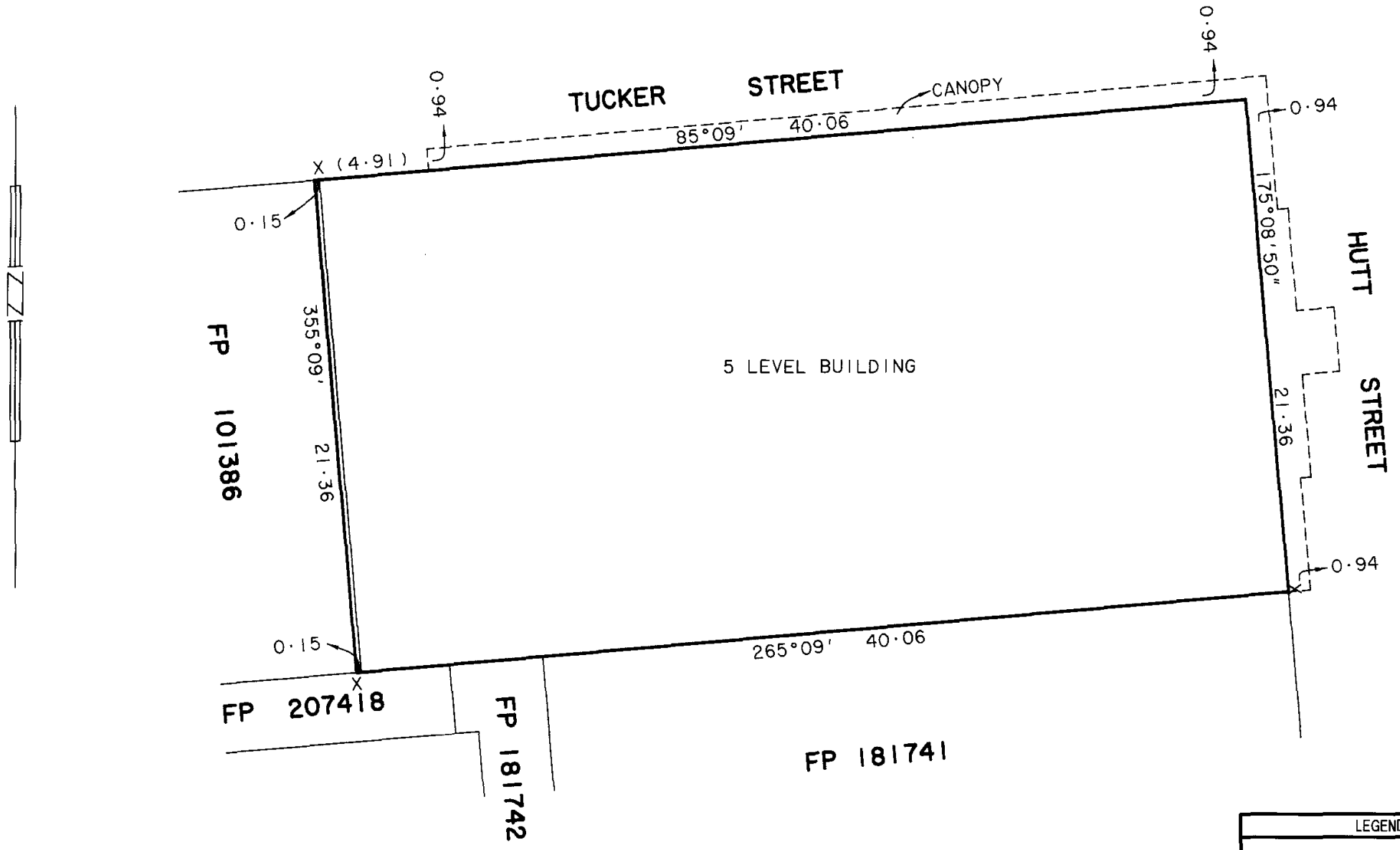
DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE

© CORPORATE FORMS PTY LTD (May 2000)

Lic No.1

SITE PLAN



COMMUNITY PLAN NUMBER

CP 20816

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 1 OF 7 SHEETS

DEPOSITED 27/2/2001

PRO REGISTRAR-GENERAL

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P.M.S. APPROVED
—	JLM	2/2/01	

TITLE REFERENCE CT 5654/76

LAND DESCRIPTION

LOT 898 IN FP 181740
PT.TA. 221
CITY OF ADELAIDE

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

MAP REF. 6628–42–j

O.B. FPX 41522 TOTAL AREA 856 m²

DEV. No. 020/C013/99

SCALE METRES 0 2 4 8 12 16 20

ANNOTATIONS

ENCROACHMENT OF BALCONIES AND CANOPIES OCCURS OVER PUBLIC ROADS HUTT STREET AND TUCKER STREET (GOVERNMENT ROAD AND PUBLIC ROAD VIDE N7127213 RESPECTIVELY)

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR 1·00018 ZONE 54 AMG 84
BEARING DATUM AMG 84 DISTANCE —
DERIVED FROM TERTIARY NETWORK

LEGEND

NETWORK PSM		FD
NETWORK STATION		FD
PERMANENT SURVEY MARK	PLACED	
	FOUND	FD
	GONE	GONE
REFERENCE MARKS	PLACED	MP OR RM
	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, DAVID EDWARD PYPER,

a 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 the 8th day of December 2000

Licensed Surveyor D Pyper

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A038099.00
FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20816

PLAN TYPE

THIS IS SHEET 2 OF 7 SHEETS

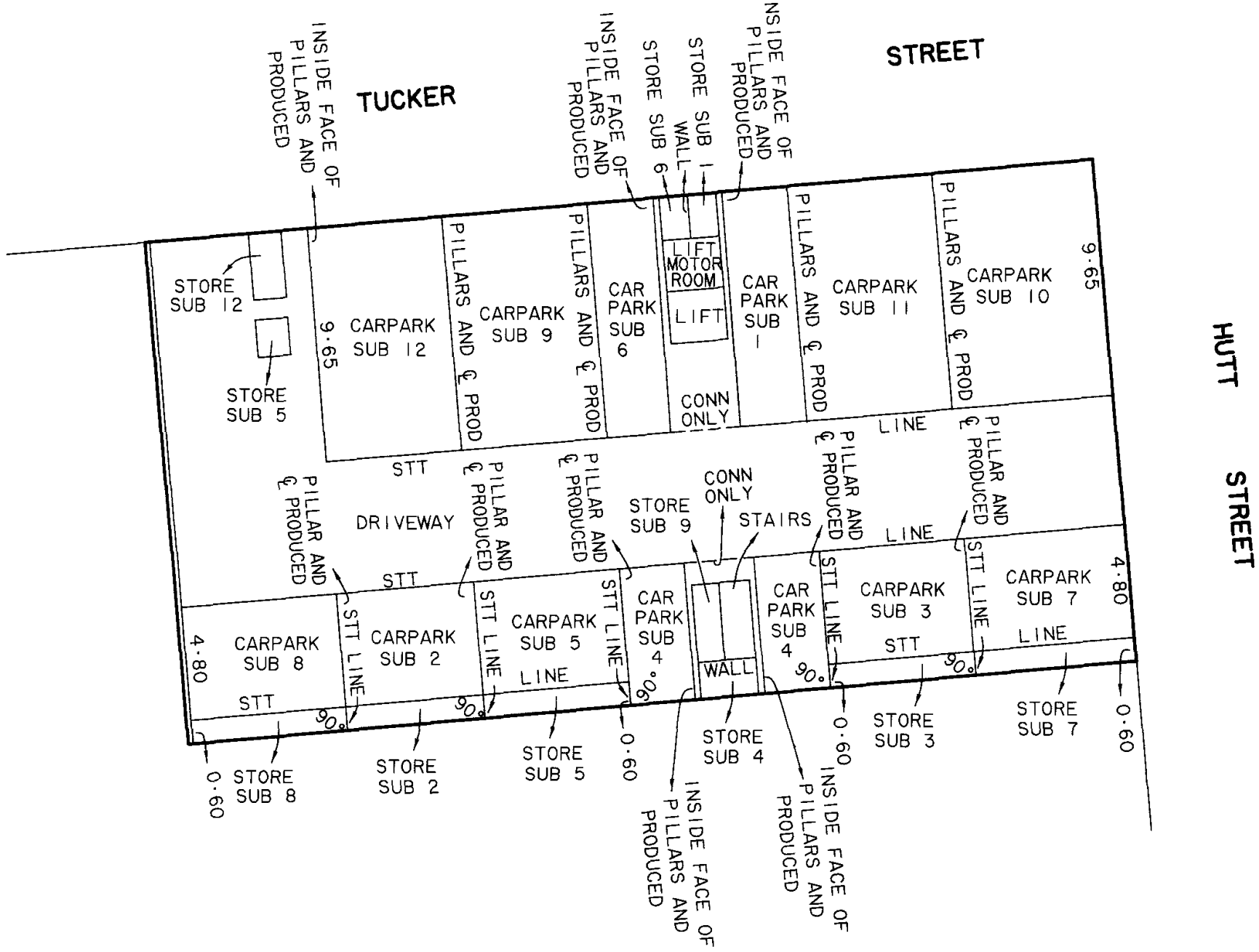
Licensed Surveyor ..... D Pyf 8/12/00

PLAN APPROVED 2/2/01.

DEPOSITED 27/12/2001 PRO REGISTRAR-GENERAL

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS



BASEMENT PLAN

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099

REF A038099.00

FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20816

PLAN TYPE

THIS IS SHEET 3 OF 7 SHEETS

Licensed Surveyor ..... D Pyf 8/12/00

PLAN APPROVED 2/2/01

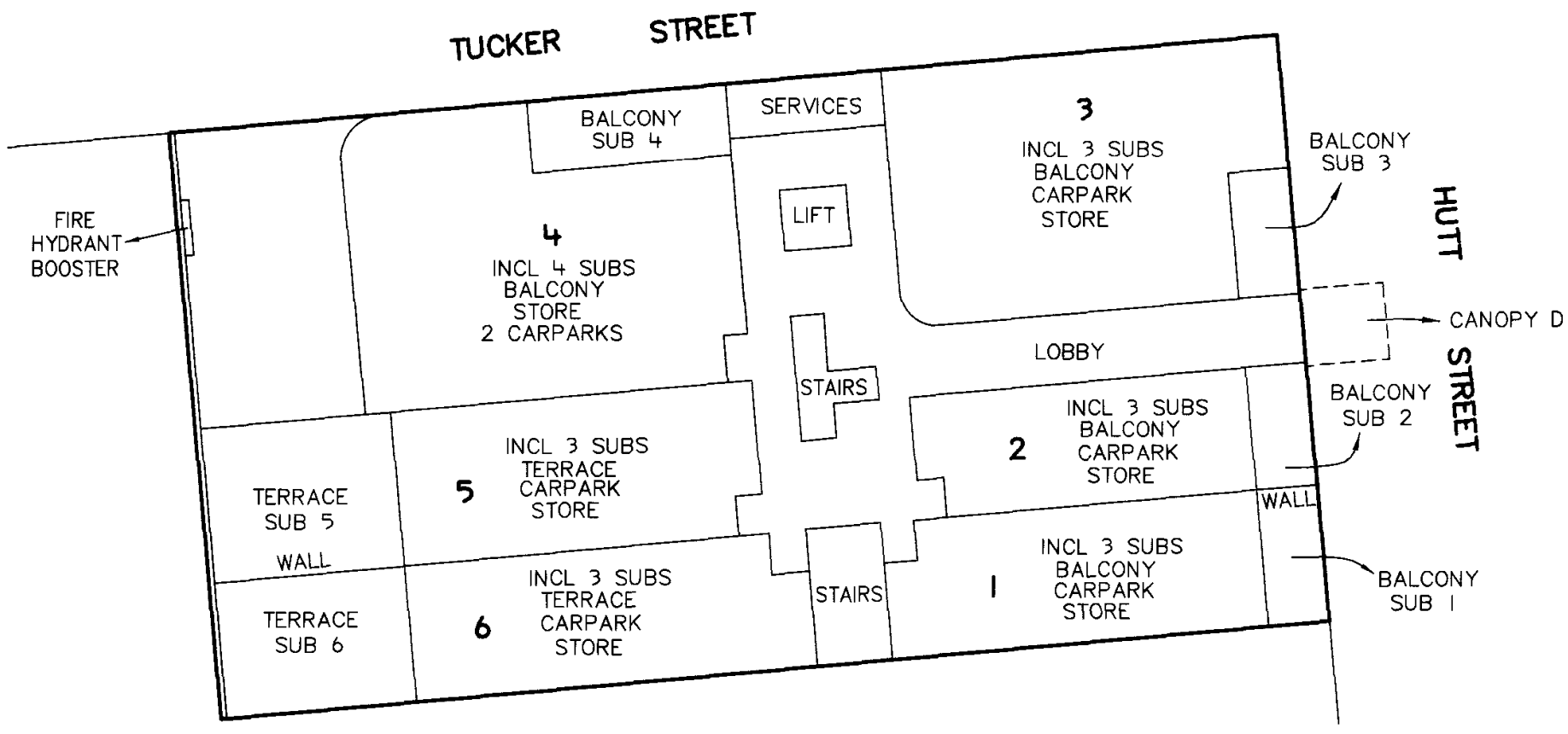
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SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

ENCROACHMENT OF CANOPY OCCURS OVER HUTT STREET

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY OR TERRACE IS 2·80 METRES ABOVE THE UPPER SURFACE OF THE BALCONY OR TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·80 METRES



GROUND FLOOR

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A038099.00
FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER

CP 20816

PLAN TYPE

THIS IS SHEET 4 OF 7 SHEETS

Licensed Surveyor ..... D. Pyf 8/12/00

PLAN APPROVED 2/2/01

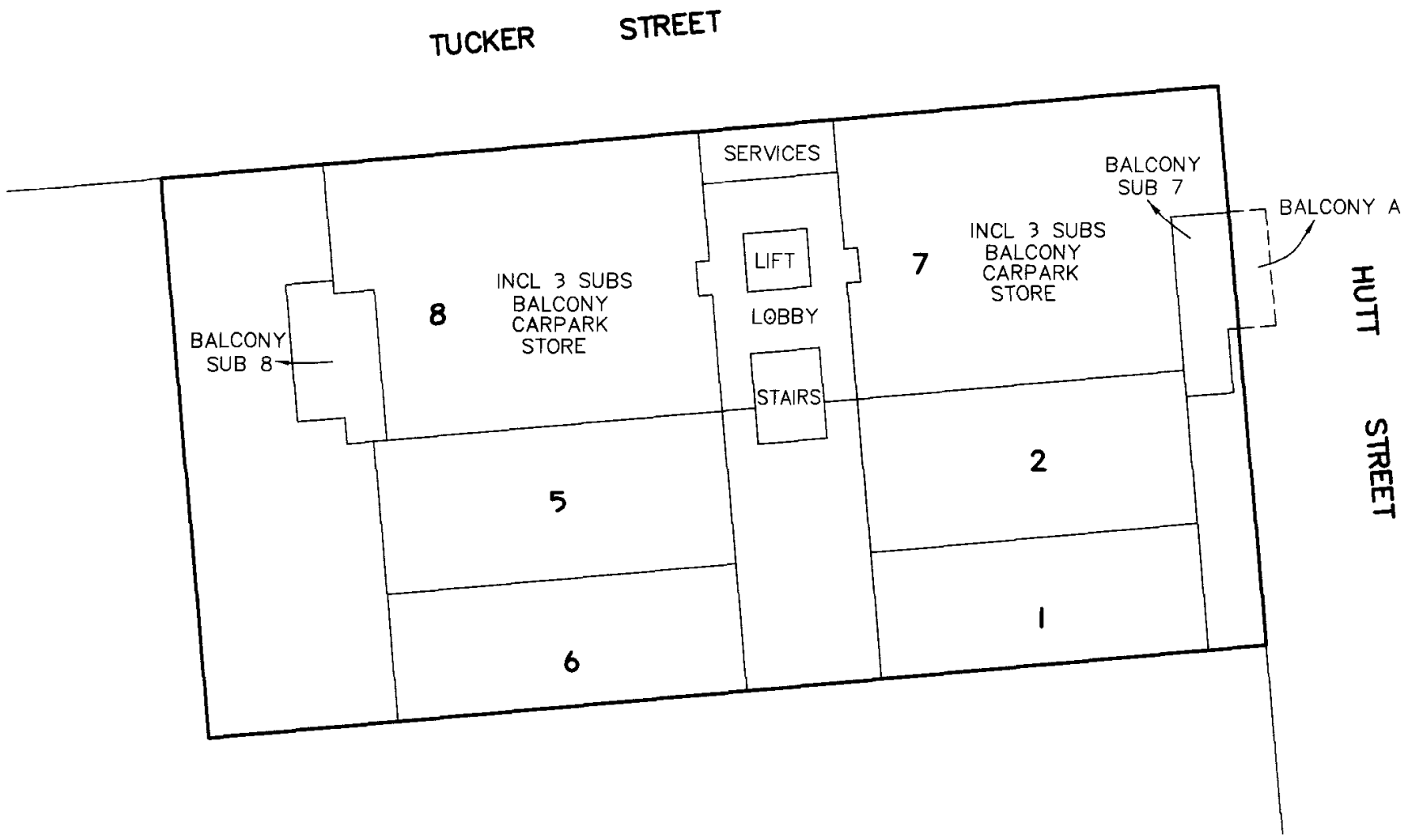
DEPOSITED 27/2/2001 PRO REGISTRAR-GENERAL

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

ENCROACHMENT OF BALCONY OCCURS OVER HUTT STREET

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·80 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·80 METRES



FIRST FLOOR

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A038099.00
FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20816

PLAN TYPE

THIS IS SHEET 5 OF 7 SHEETS

Licensed Surveyor 8.12.00

PLAN APPROVED 2/2/01

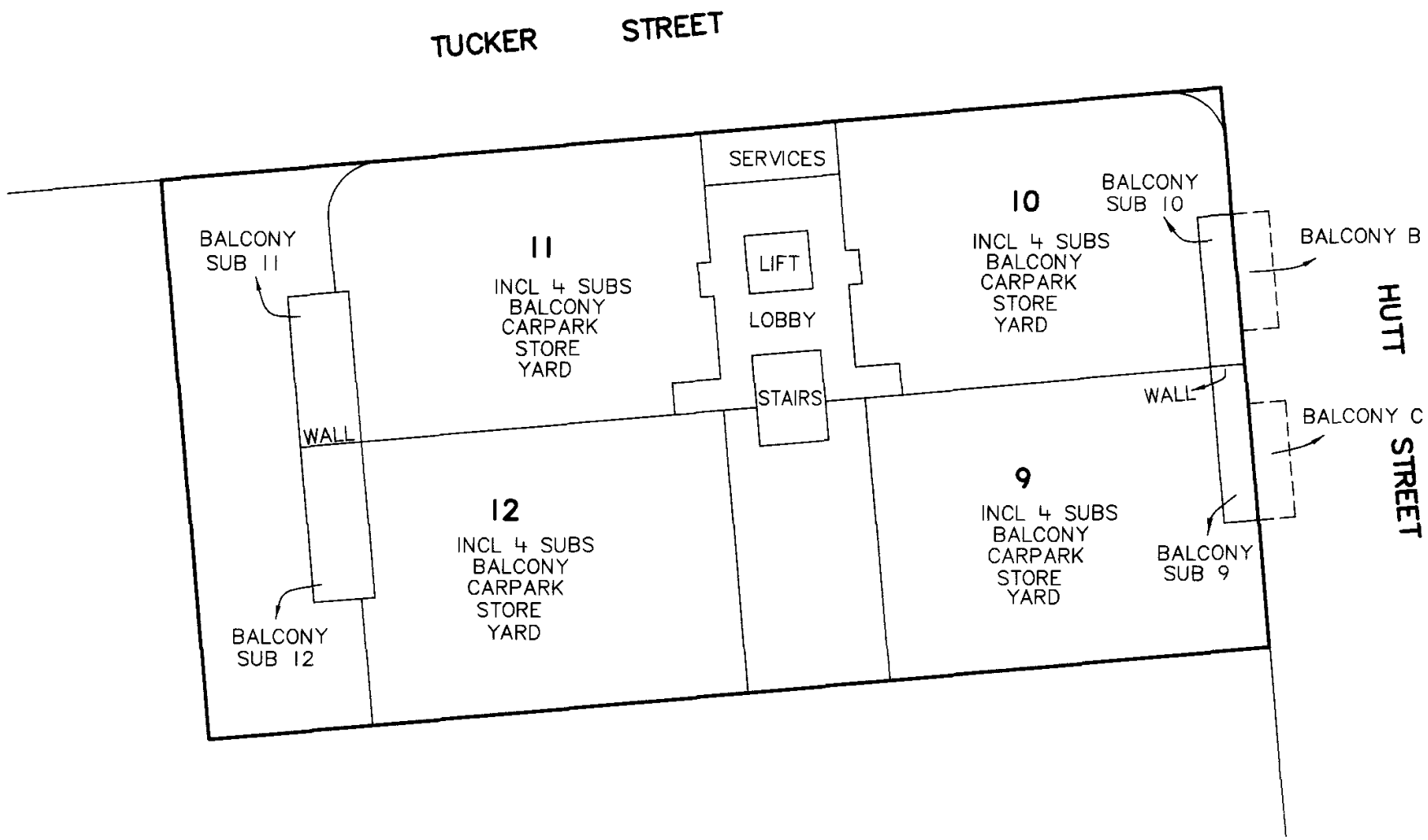
DEPOSITED 27/2/2001 PRO REGISTRAR-GENERAL

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

ENCROACHMENT OF BALCONIES OCCURS OVER HUTT STREET

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·80 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·80 METRES



SECOND FLOOR

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A038099.00
FB A.C.N. 007 753 988

DATE OF ISSUE 25/11/1999

COMMUNITY PLAN NUMBER
CP 20816

PLAN TYPE

THIS IS SHEET 6 OF 7 SHEETS

Licensed Surveyor 8.12.00

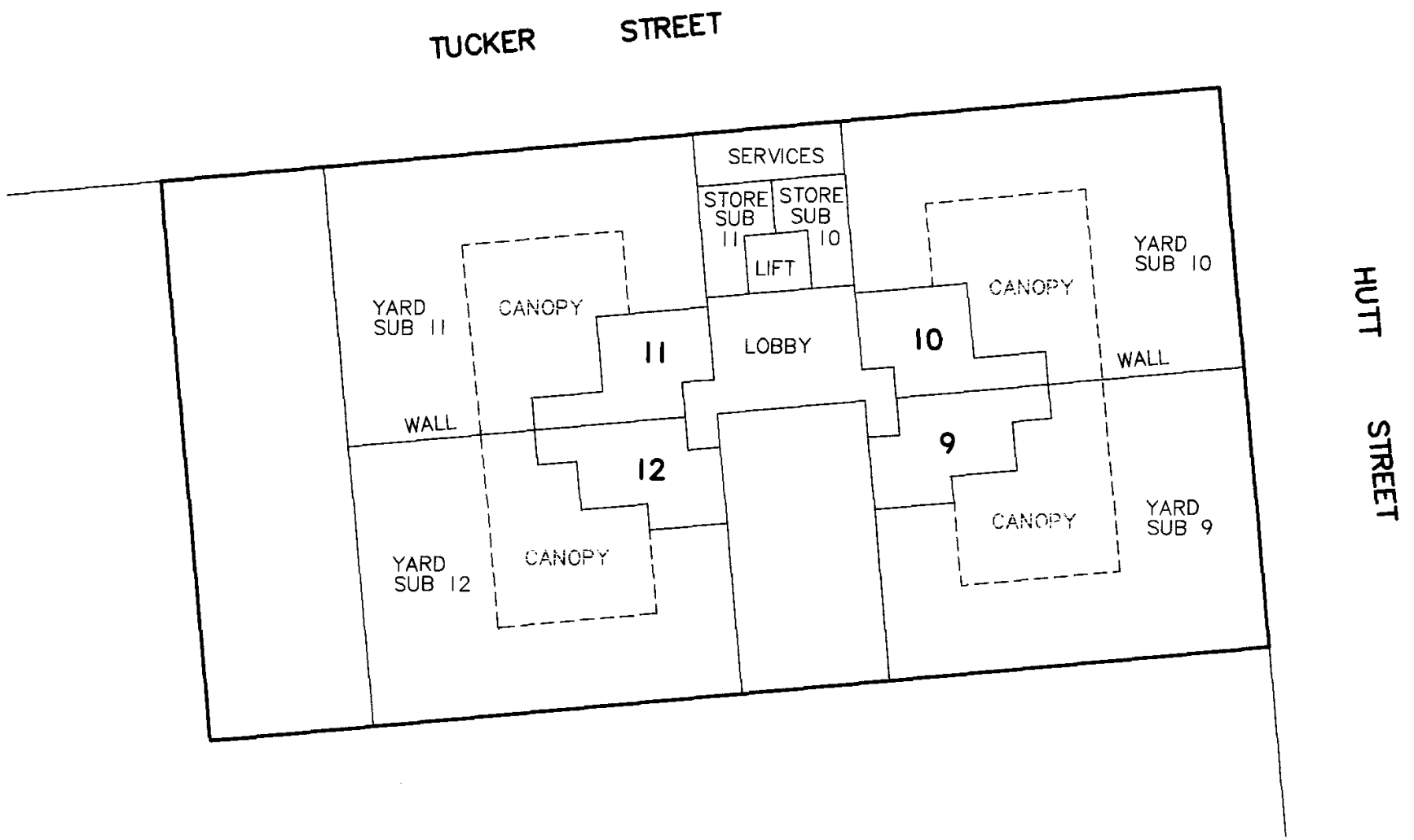
PLAN APPROVED 2/2/01

DEPOSITED 27/2/2001 PRO REGISTRAR-GENERAL

SCALE METRES
0 2 4 8 12 16 20

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS YARD IS 2·80 METRES ABOVE THE UPPER SURFACE OF THE YARD UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·80 METRES



ROOF PLAN

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A038099.00
FB A.C.N. 007 753 988

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 20816

THIS IS SHEET 7 OF 7 SHEETS

APPROVED	DEPOSITED
2/2/01	27/12/2001 PRO REGISTRAR-GENERAL

APPLICATION 9036494

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	65	
2	65	
3	65	
4	65	
5	65	
6	65	
7	80	
8	80	
9	115	
10	115	
11	110	
12	110	
AGGREGATE	1000	

CERTIFICATE OF LAND VALUER

I Tim Trnovsky 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 29th day of January 2001

.....

Signature of Land Valuer

9036496

LF 54

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 OFFICE USE ONLY

Date: 31/01/2001	Time: 12
FEES	
R.G.O.	POSTAGE
$84.00	

Lands T141 12:04 31/01/01 46482
REGISTRATION FEE $84.00

BELOW THIS LINE FOR AGENT USE ONLY

		AGENT CODE
Lodged by:	LYNCH & MEYER	MSLM
Correction to:	LYNCH & MEYER	MSLM

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

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor

PICK-UP NO.	9027986
CP	20816
DEV. NO.	DA/229/1999

CORRECTION	PASSED

FILED 27-2-2001

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

SCHEME DESCRIPTION
DEVELOPMENT NO ~~DA/229~~/1999
020/c013/

SCHEME DESCRIPTION

COMMUNITY PLAN NO 20816

RESIDENTIAL APARTMENTS

25 HUTT STREET, ADELAIDE

LYNCH & MEYER
LAWYERS
LEVEL 2 190 FLINDERS STREET ADELAIDE SA 5000
GPO BOX 467 ADELAIDE SA 5001
DX 120 ADELAIDE
TELEPHONE (08) 8223 7600
COMMERCIAL FACSIMILE (08) 8223 4348

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A. INTRODUCTION

The development the subject of this Scheme Description is intended as a premium residential apartment development of twelve (12) apartments incorporating roof top gardens at 25 Hutt Street, Adelaide (corner Tucker and Hutt Streets) to be known as "25 On Hutt".

B. INTERPRETATION

In this Scheme Description:-

"Act" means the Community Titles Act 1996;

"Common Property" means the common property created by Community Plan No. 20816 as defined in Section 28 of the Act;

other words have the definitions given to them in the Act;

a reference to any statute, regulation or Council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

1. Identification of the Community Parcel, Strata Lots and Common Property

1.1. The community parcel and the strata lots and common property to which the parcel is to be divided are identified in the plan of community division to be lodged with the Registrar General together with this Scheme Description in respect of Allotment 898 FP 181740 Area named Adelaide Hundred of Adelaide more commonly known as 25 Hutt Street, Adelaide.

1.2. The community plan is a primary scheme creating a plan of community division (strata plan) arising from the development of a three (3) storey apartment building including basement carparking to create twelve (12) strata lots comprising:-

1.2.1. thirteen (13) carparking subsidiaries (thirty two (32) carparks), eleven (11) store room subsidiaries service infrastructure and common property on the basement level.

1.2.2. twelve (12) (eight over two levels, four single level) strata lots, common property and service infrastructure on the ground, first and second levels including twelve (12) subsidiaries comprising balconies and terraces and

1.2.3. six (6) subsidiaries comprising roof gardens and stores, common property and service infrastructure on the roof level.

1.3. The Development is a plan of community division (strata scheme) pursuant to Section 9 of the Community Titles Act 1996, construction of which the developer will complete prior to conveying any strata lot within the development.

2. Purposes for which Strata Lots and Common Property may be used

2.1. The strata lots may only be used for residential purposes.

2.2. The common property shall be used as a driveway to the strata lot subsidiaries for carparking, for the accommodation of service infrastructure, and access and egress to strata lots and subsidiaries within the development.

3. Standard of buildings and other improvements

The improvements will be:

3.1. in accordance with the Building Code of Australia; and

3.2. designed and constructed in a manner and to a standard in accordance with all drawings and conditions of Development Application No. DA/229/1999 as varied and approved from time to time.

4. Stages of the Plan of Community Division

The development, is a primary scheme creating a plan of community division (strata scheme) and will be completed in one stage in accordance with the Development Approval.

5. Obligations to Develop Strata Lots

5.1. The development will be completed in one stage from commencement of the works.

5.2. Subject to clause 3 of this Scheme Description the standard of the work to be performed and the materials to be used for the development will be of a standard as the Developer and its architect in their absolute discretion may determine.

6. **Developer's Obligations to Improve or Develop the Common Property**

6.1. The Developer will construct a driveway on the common property to the basement level, and will install relevant service infrastructure as necessary in accordance with the plans and specifications approved for the development.

6.2. Subject to clause 3 of this Scheme Description the standard of the work to be performed and the materials to be used on the common property will be of a standard as the Developer and its architect in their absolute discretion may determine.

7. **Conditions of Development imposed Pursuant to the Development Act 1993**

There shall be no division of a strata lot by a secondary plan.

8. **Other important features of the Scheme**

Not applicable.

9. **Other information required by regulation**

No other information is required by the regulations.

Execution by Developer

THE COMMON SEAL of)
HUTT STREET INVESTMENTS PTY)
LTD ACN 086 839 849 was hereunto affixed)
in accordance with the Corporations Law in)
the presence of:)

HUTT STREET INVESTMENTS PTY LTD ACN 086 839 849
COMMON SEAL

X .....
Director

X .....
Director/Secretary

Endorsement by Relevant Development Authority

The City of Adelaide hereby endorses this Scheme Description in accordance with Section 14(4)(d) of the Community Titles Act 1996.

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any) in accordance with this Scheme Description and the relevant plan of community division under the Community Titles Act 1996 have been granted.*

   OR

   ~~No consent or approval is required under the Development Act 1993 in relation to the~~ division of the land (or a change in the use of ~~the land)~~ in accordance with this scheme ~~description.*~~

   (*delete that which is not applicable)

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the City of Adelaide.

Signed: A. Kelly .....
Principal Planner
As delegate of the City of Adelaide

Witness: .....

Date: 22/11/00 .....

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 5842/170	**Reference No.**	2592201
Registered Proprietors	D*DJURASEVICH	**Prepared**	30/07/2024 16:14
Address of Property	Unit 7, 25 HUTT STREET, 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 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
5.2	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 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

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) does not have any current Performance Agreements registered on this title
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) does not have any current Environment Protection Orders registered on this title
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) does not have any current Clean-up orders registered on this title
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) does not have any current Clean-up authorisations registered on this title
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) does not have any current Orders registered on this title
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) does not have any current Orders registered on this title

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

	Act	
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

20. *Local Government Act 1934* (repealed)

20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

21. *Local Government Act 1999*

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply

22. *Local Nuisance and Litter Control Act 2016*

22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title

24. *Mining Act 1971*

24.1	Mineral tenement (other than an exploration licence)	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
24.2	section 9AA - Notice, agreement or order to waive exemption from authorised operations	Contact the vendor for these details
24.3	section 56T(1) - Consent to a change in authorised operations	Contact the vendor for these details
24.4	section 58(a) - Agreement authorising tenement holder to enter land	Contact the vendor for these details
24.5	section 58A - Notice of intention to commence authorised operations or apply for lease or licence	Contact the vendor for these details
24.6	section 61 - Agreement or order to pay compensation for authorised operations	Contact the vendor for these details
24.7	section 75(1) - Consent relating to extractive minerals	Contact the vendor for these details
24.8	section 82(1) - Deemed consent or agreement	Contact the vendor for these details

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004* (repealed)

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

28.1	section 23(1) - Notice of contribution payable	The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also Code Amendment Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664. Code Amendment 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.
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 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
29.3	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)

	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title

31.1		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	Refer to the Certificate of Title

included in another item)

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) has no record of any particulars 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 5842/170

Status: CURRENT

Edition: 6

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
31/01/2001	28/02/2001	9036496	SCHEME DESCRIPTION	FILED	C20816
24/06/2011	11/07/2011	11601858	BY-LAWS	FILED	C20816

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Certificate of Title

Title Reference	CT 5842/170
Status	CURRENT
Easement	NO
Owner Number	19199873
Address for Notices	UNIT 7, 25 HUTT ST ADELAIDE, SA 5000
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

DENTON DJURASEVICH
OF UNIT 7 25 HUTT STREET ADELAIDE SA 5000

Description of Land

LOT 7 PRIMARY COMMUNITY STRATA PLAN 20816
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13918875
Dealing Date	17/11/2022
Sale Price	$1,100,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13918876	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0205293409	CURRENT	Unit 7, 25 HUTT STREET, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

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NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
31/01/2001 12:00	9036496	SCHEME DESCRIPTION	FILED
24/06/2011 11:22	11601858	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0205293409
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2001
Property Location	Unit 7, 25 HUTT STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	DENTON DJURASEVICH
Owner Number	19199873
Address for Notices	UNIT 7, 25 HUTT ST ADELAIDE, SA 5000
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1321 - First Floor Home Unit
Description	H/U CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C20816 LOT 7	CT 5842/170

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$295,000	$1,000,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$270,000	$890,000			

Building Details

Valuation Number	0205293409
Building Style	Architectural
Year Built	2001
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	144 sqm
Number of Main Rooms	5

Note – this information is not guaranteed by the Government of South Australia

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Date: 5 August 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-5842/170
Owner Name	Mr D Djurasevich
Address of Property	Floor 1 7/25 Hutt Street, 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	30 July 2024
Receipt Number	6745797
Document Issue Date	5 August 2024
Property Address	Floor 1 7/25 Hutt Street, ADELAIDE SA 5000
Property Description	Lot 7 CP 20816
Property Titles	CT-5842/170
Owner of Property	Mr D Djurasevich

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: 22760 3

Property Location	**Floor 1 7/25 Hutt Street, ADELAIDE**
Rateable Valuation	$25,000
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,834.30**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$0.00
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$2,834.30**

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-5842/170
Property Description:	Lot 7 CP 20816
Property Address:	Floor 1 7/25 Hutt Street, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr D Djurasevich
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: ***Floor 1 7/25 Hutt Street, ADELAIDE SA 5000*** ***Reference:*** **1999/01064-3**
Alternate:
Certificate of Title: ***CT-5842/170*** ***Dated:*** ***5 August 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):~~
~~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:~~
~~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:~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	~~Amount payable (if any):~~
~~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):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Part 16~~ ~~Division 1 – Proceedings~~	~~Date of commencement of 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

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

CR

Corporation of the City of Adelaide

Enquiries: Jay Deb (8203 7279)
Reference: 1999/01064

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 22 March 1999 REGISTERED ON 22 March 1999

DEVELOPMENT NUMBER: DA/229/1999/2

TO: CHASECROWN
14/136 The Parade
NORWOOD SA 5067

LOCATION OF PROPOSED DEVELOPMENT: **'25 ON HUTT', 23-27 Hutt Street, ADELAIDE SA 5000**

CT: Volume Folio

Nature of Proposed Development: **Construct 4-storey residential building containing 12 apartments with basement car parking for 30 vehicles**

From **CHASECROWN**

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	**Consent**	**19 April 1999**	3
Provisional Building Rules Consent	**Consent**	**08 February 2000**	1
Development Approval	**Approved**	**13 June 2000**	4

~~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: 13 June 2000

Signed: .....

Date: 14.6.2000

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[3] Sheets Attached

Town Hall Adelaide South Australia – GPO Box 2252 Adelaide SA 5001
Telephone: (08) 8203 7777 Facsimile: (08) 8203 7575 Email: city@adelaide.sa.gov.au
Web site: http://www.adelaide.sa.gov.au

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

The development herein granted Provisional Development Plan Consent be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council.

Reason: To ensure the development is undertaken in accordance with the plans and details submitted.

The roller door in Tucker Street be operated in a way which produces no noise outside EPA regulations.

Reason: To ensure the development does not detrimentally affect the amenity of the locality.

A level rest area of at least 3.0 metres must be provided at the top of the ramp for the car park, within the applicant's property. The rest area need not be completely level and can be designed to achieve a maximum grade of 1 in 20 (5%).

Reason: To ensure the development complies with Australian Standards with respect to vehicle access and egress to the site.

PRESCRIBED INFORMATION

KATNICH DODD
Postal P.O Box 1171 North Adelaide S.A 5006
Tel: (08) 8239 1040 Fax: (08) 8239 1140
E-mail katdodd@ dove.net.au

Reference No: PC9227

DECISION NOTIFICATION FORM

For Development Application Dated :
Registered On :
Development No: DA/229/1999

To: RPG PTY LTD
C/- CHASECROWN PTY LTD
SUITE 14/ 136 THE PARADE
NORWOOD 5067

LOCATION OF PROPOSED DEVELOPMENT:
House No: 23-27 Lot No: Street: HUTT STREET Suburb: ADELAIDE
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

APARTMENTS (4 STOREY) & BASEMENT CARPARK

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	----	----	----
PROVISIONAL BUILDING RULES CONSENT	8/2/00	1	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	28/10/99	----	----
OTHER	N/A	----	----
DEVELOPMENT APPROVAL	----	* See notes	----

If applicable, the details of the **building classification** and the approved **number of occupants** under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

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

Signed:

( ) Development Assessment Commission or Delegate
( ) Council Chief Executive Officer or Delegate
(*) **Private Certifier (I)**

Date: 8 February, 2000

(3) Sheets Attached

Reference No: PC9227

DEVELOPMENT ACT, 1993
SECTION 42
CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

BUILDING WORK:	APARTMENTS (4 STOREY) & BASEMENT CARPARK	
SITE ADDRESS:	23-27 HUTT STREET, ADELAIDE	
APPLICANT:	RPG PTY LTD	
OWNER:	RPG PTY LTD	
CLASSIFICATION:	GROUND - 3RD FLOORS	2
	BASEMENT	7
RISE IN STOREYS:	4	
TYPE OF CONSTRUCTION:	A	
DEVELOPMENT APPLN:	DA/229/1999	

CONDITIONS

1..A wall wetting sprinkler shall be installed to protect to the roller door to the basement ramp.

BCA-C3.3

Notes:
The Early Fire Hazard Indices of wall, floor and ceiling linings shall comply with Clause C1.10 of the BCA.

Fire precautions must be taken during construction in accordance with BCA-E1.9.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74

SCHEDULE OF ESSENTIAL SAFETY PROVISIONS: Regulation 76 requires that the relevant authority on granting provisional rules consent, issue a schedule that specifies the essential safety provisions for the building and the standards or requirements for the maintenance and testing in respect each of those essential safety provisions set out in Minister's Specification SA 76. The items to be inspected or tested are detailed on the attached schedule.

Proof of maintenance must be provided to Council each calendar year by the building owner.

CERTIFICATE OF OCCUPANCY: A new Certificate of Occupancy is required to be issued in relation to the proposed development. Katnich Dodd will, before granting a certificate of occupancy, require:

1. a written statement from the licensed builder, who under an agreement or arrangement, with the owner of the land, was responsible for undertaking any part of the building work, that the building work has been carried out in accordance with any relevant approval and that the connections required to public authority or utility services or facilities have been made in accordance with the requirements of the relevant public authority or utility.

2. a certificate of compliance for each essential safety provision, in the appropriate form under schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work.

PRESCRIBED INFORMATION

3. Where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, a report from the fire authority as to whether those facilities have been installed and operate satisfactorily.

For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60

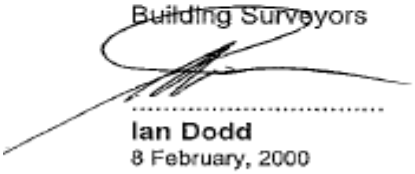
Pursuant to Section 602 of the Local Government Act, the builder may be required to erect and maintain hoardings and platforms for the protection of the public on adjoining streets and footpaths as directed by the Council.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

Glazed doors and side panels and the window located over the bath shall be glazed in safety glass in accordance with AS1288- 1994.

IMPORTANT: This report does not imply compliance with the Electricity Trust of South Australia Act, 1946 as amended, the Occupational Health, Safety & Welfare Act, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors



.....

Ian Dodd
8 February, 2000

Reference No: PC9227

ALTERNATIVE SOLUTION

ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

NATURE BUILDING WORK	: APARTMENTS (4 STOREY) & BASEMENT CARPARK	
LOCATION OF BUILDING WORK	: 23-27 HUTT STREET, ADELAIDE	
APPLICANT	: RPG PTY LTD	
DEVELOPMENT APPLN	: DA/229/1999	
PERFORMANCE REQUIREMENT	: BCA Clause(s)	EP1.3
DEEMED-TO-SATISFY PROVISION	: BCA Clause(s)	E1.3
ALTERNATIVE SOLUTION	: To permit the street fire hydrants to serve in lieu of internal fire hydrants notwithstanding that the coverage falls short of AS2419 subject to sprinkler protection of the basement and provision of an automatic fire alarm installation in the building with connection to the SAFS.	

ASSESSMENT METHOD (Refer BCA Introduction.)

- ☐ Documentary evidence as described in A2.2
- ☐ Verification Methods
  Verification methods may include the following:
  (a) Calculations - using analytical methods or mathematical models.
  (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
  (c) Other methods accepted by the relevant authority.
- ☐ Comparison with Deemed-to Satisfy Provisions
  Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.
- ☐ Expert Judgement
- ☑ The opinions of suitably qualified and experienced technical experts

SUPPORTING DOCUMENTATION

- Meinhardt PT Design Minutes of Meeting with SAFS dated 7 October 1999
- SAFS Fire Safety Department letter dated 12 October 1999

REASONING

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

It is determined that the proposed alternative solution satisfies the performance requirement.

Katnich Dodd
Building Surveyors & Consulting Engineers

.....

Ian Dodd
8 February, 2000

Data Extract for Section 7 search purposes

Valuation ID 0205293409

Data Extract Date: 01/08/2024

Parcel ID: C20816 F7

Certificate Title: CT5842/170

Property Address: UNIT 7 25 HUTT ST ADELAIDE SA 5000

Zones
Capital City (CC)

Subzones
No

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 153.5 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.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

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.

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

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.

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/

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 05293 40 9	CT5842170	1/8/2024	7836	2592201

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001
form1@bertramform1shop.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: D DJURASEVICH
Location: U7 25 HUTT ST ADELAIDE LT 7 C20816
Description: H/U CP
Capital Value: $1 000 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2024

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/2001	Water rates	:	78.60
Sewer main available:	1/7/2001	Sewer rates	:	155.50
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	234.10CR
		Balance outstanding	:	0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 78.60 Sewer: 155.50 Bill: 2/10/2024

This account has no meter of its own but is supplied from account no 02 05293 05 4.

The Water Use apportionment option is Nil.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.

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:
D DJURASEVICH

Water & Sewer Account
Acct. No.: 02 05293 40 9

Amount: _____

Address:
U7 25 HUTT ST ADELAIDE LT 7 C20816

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0205293409

BPAY

Biller code: 8888
Ref: 0205293409

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: 0205293409

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: 2592201

DATE OF ISSUE
31/07/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER
19199873

OWNERSHIP NAME
D DJURASEVICH

PROPERTY DESCRIPTION
7 / 25 HUTT ST / ADELAIDE SA 5000 / LT 7 C20816

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0205293409	CT 5842/170	$1,000,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	376.80
- REMISSION	$	232.00
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	194.80

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 **29/10/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
19199873

OWNERSHIP NAME
D DJURASEVICH

ASSESSMENT NUMBER
0205293409

AMOUNT PAYABLE
$194.80

AGENT NUMBER
100019503

AGENT NAME
BERTRAM FORM 1 SHOP PTY LTD

EXPIRY DATE
29/10/2024

+80013166580022> +001571+ <0551055051> <0000019480> +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: 2592201

DATE OF ISSUE
31/07/2024

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME
D DJURASEVICH

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
7 / 25 HUTT ST / ADELAIDE SA 5000 / LT 7 C20816

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0205293409	CT 5842/170	$295,000.00	0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE **29/10/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit:	www.revenuesa.sa.gov.au
Email:	revsupport@sa.gov.au
Phone:	(08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

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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