ADELAIDE FORM 1

Unit 1502/47 Hindmarsh Square, Adelaide SA 5000

Proudly associated with

Adelaide Conveyancing &
Blackwood & Belair Conveyancing

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

1. Purchaser:

Address:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb: State: Postcode:~~

3. Vendor:
FABIANO DELUCA & DEBBIE ANNE DELUCA

Address:
Street 1: UNIT 1502 / 47 HINDMARSH SQUARE

Suburb: ADELAIDE State: SA Postcode: 5000

4. Vendor's registered agent: ☑
Klemich Real Estate Pty Ltd
ABN 70 101 825 147 RLA 174424

Address:
Street 1: Suite 1 / 245 FULLARTON ROAD

Suburb: EASTWOOD State: SA Postcode: 5063

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

6. Description of the land: (*Identify the land including any certificate of title reference)*
Lot 40 Secondary Community Strata Plan 25458
In the area named Adelaide Hundred of Adelaide

Street 1: UNIT 1502 / 47 HINDMARSH SQUARE

Suburb: ADELAIDE State: SA Postcode: 5000

being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 6038 Folio 735

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:

1502/47 Hindmarsh Square 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:

sold@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:

Suite 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, FABIANO DELUCA & DEBBIE ANNE DELUCA

of 1502/47 Hindmarsh Square 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: 25/05/2026

Signed: Signed by: Fabiano Deluca E31BD149B9524E3...

Date: 25/05/2026

Signed: Signed by: Debbie Anne Deluca E31BD149B9524E3...

Date:

Signed:

Date:

Signed:

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

(section 9)

To the purchaser:

I, Jennifer Lee Punke of Form 1 Adelaide Pty Ltd ACN: 158 212 312

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: ~~Nil~~

Affected by C25455

Date: 25/05/2026

Signed: Jennifer Lee Punke

*~~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. The item and its heading must be included in the statement even if not applicable.)*

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Number of mortgage: (if registered)

Name of mortgagee:

1.2 Easement

(whether over the land or annexed to the land)

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

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to Property Interest Report

Description of land subject to easement:

The portion of the Land in Certificate of Title Volume 6038 Folio 735

Nature of easement:

Electricity Infrastructure Building Restrictions and 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? NO

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?

Are there attachments?

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

Condition(s) of authorisation:

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 1967* (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)

Refer to CERTIFICATE OF
EMERGENCY SERVICES LEVY PAYABLE

Date of notice:

05/05/2026

Amount of levy payable:

$69.15 (since paid)

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)

Refer to City of Adelaide Council Search, Plan SA Section 7 Report

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: CC - Capital City
Overlays: Refer to Council Search, Plan SA Section 7 Report

Is there a State heritage place on the land or is the land situated in a State heritage area?	YES
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 *https://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 25458 Inc.
   Address of community corporation: 47 Hindmarsh Square 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)

   Refer to Munro Property Group Pty Ltd Searches attached

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

   Refer to Munro Property Group Pty Ltd Searches 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 Munro Property Group Pty Ltd Searches 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:

   Refer to Munro Property Group Pty Ltd Searches attached

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

   248 of 13033

   (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:

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

Name: Munro Property Group Pty Ltd

Address: 136 The Parade Norwood SA 5067

Note-

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

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

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

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

Particulars relating to environment protection ☑

1-Interpretation

(1) In this and the following items (items 1 to 7 inclusive)-
domestic activity has the same meaning as in the *Environment Protection Act 1993*;
environmental assessment, in relation to land, means an assessment of the existence or nature or extent of-

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

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

and includes such an assessment in relation to water on or below the surface of the land;
EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

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

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

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

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

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;
prescribed commercial or industrial activity-see item 1(2);
prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;
site contamination audit has the same meaning as in the *Environment Protection Act 1993*;
site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

EPA Prescribed Commercial or Industrial Activity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note-

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

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

3-Licences and exemptions recorded by EPA in public register

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

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

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

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

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

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

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

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

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

Note-

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

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

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

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

The EPA will not provide details about exemptions relating to-

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

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

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

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

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

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

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

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

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

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

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

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

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

Note-

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

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

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

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

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

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

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

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

Note-

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

6-Further information held by councils

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

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

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

YES

Refer to City of Adelaide Council Searches
Please note : Particulars relating to environment protection - Items 1-5 are not applicable to this property

Note-

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

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

It should be noted that-

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

7-Further information for purchasers

Note-

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

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

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

If-

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

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

Schedule-Division 3-Community lots and strata units ☑

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Buying off the plan

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

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

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

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

FORM R7 - Warning Notice
FORM R3 - Buyers information notice
CERTIFICATE OF TITLE
PROPERTY INTEREST REPORT
COUNCIL SEARCH
EMERGENCY SERVICES LEVY NOTICE
LAND TAX NOTICE
SA WATER CERTIFICATE OF CHARGES
COMMUNITY PLAN
COMMUNITY CORPORATION - Particulars supplied pursuant to section 139 and enclosures, By-Laws, Scheme Description
2.Section 139 Statement Amended

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

	Signature		Signature
_____	Date	_____	Date
	Signature		Signature
_____	Date	_____	Date

*(*Strike out whichever is not applicable)*

Form R3

Land and Business (Sale and Conveyancing) Act 1994 (section 13A)
Land and Business (Sale and Conveyancing) Regulations 2025 (regulation 17)

Buyers information notice

Prescribed notice to be given to purchaser

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 (CBS) recommends that you check the Consumer and Business Advice section on the following website: www.cbs.sa.gov.au.

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

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

Safety

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

Enjoyment

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

Value

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

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

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

Form R7

Land and Business (Sale and Conveyancing) Act 1994 (section 24B)
Land and Business (Sale and Conveyancing) Regulations 2025 (regulation 21)

Warning notice
Financial and investment advice

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following;

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

Note: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must:

a) in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words **"I am legally required to give you this warning"**; or

b) in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

Product	Register Search (CT 6038/735)
Date/Time	04/05/2026 03:10PM
Customer Reference	227617
Order ID	20260504008482

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.

Certificate of Title - Volume 6038 Folio 735

Parent Title(s) CT 6021/172

Creating Dealing(s) ACT 11191548

Title Issued 22/07/2009 **Edition** 2 **Edition Issued** 28/09/2009

Estate Type

FEE SIMPLE

Registered Proprietor

FABIANO DELUCA
DEBBIE ANNE DELUCA
OF LOT 40/41-47 HINDMARSH SQUARE ADELAIDE SA 5000
AS JOINT TENANTS

Description of Land

LOT 40 SECONDARY COMMUNITY STRATA PLAN 25458
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
05/06/2009	11191551	SCHEME DESCRIPTION	FILED
01/11/2011	11667975	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C25455

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

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 6038/735	**Reference No.**	2779019
Registered Proprietors	F & D A*DELUCA	**Prepared**	05/05/2026 11:39
Address of Property	Unit 1502 FL 15, 47 HINDMARSH SQUARE, ADELAIDE, SA 5000		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GENERAL POST OFFICE 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 1967* (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
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
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 Act	The regional landscape board has no record of any notice affecting this title
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 The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development 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)

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

		also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	**An SA Water Certificate will be forwarded.** **If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950** also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997* (repealed)

35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) 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)*	This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (https://1100.com.au) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

***Land Tax Act 1936* and *Regulations* thereunder**

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986* and *Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Product	Check Search
Date/Time	05/05/2026 11:39AM
Customer Reference	227617
Order ID	20260505004477

Certificate of Title

Title Reference: CT 6038/735

Status: CURRENT

Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
05/06/2009	13/07/2009	11191551	SCHEME DESCRIPTION	FILED	C25458
01/11/2011	15/11/2011	11667975	BY-LAWS	FILED	C25458

Registrar-General's Notes

AFFECTED BY C25455

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Certificate of Title

Title Reference	CT 6038/735
Status	CURRENT
Easement	NO
Owner Number	1511529*
Address for Notices	LOT 40/41-47 HINDMARSH SQUARE ADELAIDE 5000
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

FABIANO DELUCA
DEBBIE ANNE DELUCA
OF LOT 40/41-47 HINDMARSH SQUARE ADELAIDE SA 5000
AS JOINT TENANTS

Description of Land

LOT 40 SECONDARY COMMUNITY STRATA PLAN 25458
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 11252879
Dealing Date	08/09/2009
Sale Price	$799,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0204751383	CURRENT	Unit 1502 FL 15, 47 HINDMARSH SQUARE, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

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Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
05/06/2009 15:05	11191551	SCHEME DESCRIPTION	FILED
01/11/2011 15:54	11667975	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C25455

Administrative Interests

NIL

Valuation Record

Valuation Number	0204751383
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2010
Property Location	Unit 1502 FL 15, 47 HINDMARSH SQUARE, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	DEBBIE ANNE DELUCA FABIANO DELUCA
Owner Number	1511529*
Address for Notices	LOT 40/41-47 HINDMARSH SQUARE ADELAIDE 5000
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1329 - Ninth Floor Or Above Home Unit
Description	4H 2CPKS 15THFL
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C25458 LOT 40	CT 6038/735

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$77,000	$910,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$77,000	$910,000			

Building Details

Valuation Number	0204751383
Building Style	High Rise Home Units (lifts)
Year Built	2009
Building Condition	Very Good
Wall Construction	Glass & Concrete
Roof Construction	Other
Equivalent Main Area	103 sqm
Number of Main Rooms	4

Note – this information is not guaranteed by the Government of South Australia

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Date: 12 May 2026

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

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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-6038/735
Owner Name	Mr F Deluca and Ms D A Deluca
Address of Property	Floor 15 1502/47 Hindmarsh Square, 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

FORM 1 ADELAIDE
187E Main Rd, BLACKWOOD SA 5051

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	5 May 2026
Receipt Number	7109342
Document Issue Date	12 May 2026
Property Address	Floor 15 1502/47 Hindmarsh Square, ADELAIDE SA 5000
Property Description	Lot 40 CP 25458
Property Titles	CT-6038/735
Owner of Property	Mr F Deluca and Ms D A Deluca

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,

Paula Leske

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: 33196 7

Property Location	**Floor 15 1502/47 Hindmarsh Square,**
Rateable Valuation	$21,500
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,512.90**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-2,512.90
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$0.00**

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: FORM 1 ADELAIDE

Address: 187E Main Rd, BLACKWOOD SA 5051

File reference:

Phone number:

Certificate of Title:	CT-6038/735
Property Description:	Lot 40 CP 25458
Property Address:	Floor 15 1502/47 Hindmarsh Square, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr F Deluca and Ms D A Deluca
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 15 1502/47 Hindmarsh Square, ADELAIDE SA 5000*** ***Reference:*** **2000/00528-4**

Certificate of Title: ***CT-6038/735*** ***Dated:*** ***8 May 2026***

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:~~

PRESCRIBED INFORMATION

	~~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:~~

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~~ **Refer to Attachment**

Note—

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

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

It should be noted that—

(a) the approval of development by a council does not necessarily mean that the development has taken place;

(b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

Attachment – Development Conditions

Adelaide City Council
ABN 20 903 762 572
25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001
Tel 08 8203 7203
Fax 08 8203 7575
www.adelaidecitycouncil.com

Enquiries: Rocky Luppino (8203 7462)
Reference: 2000/00528

ALTERNATIVE SOLUTION (A0.8)
ASSESSMENT OF BUILDING CODE OF AUSTRALIA
PERFORMANCE REQUIREMENTS

CERTIFICATE NUMBER 22/2009
Date 10 September 2009
DEVELOPMENT APPLICATION MAJ/2/2007

Application: **MAJ/2/2007**
Address: **CONSERVATORY ON HINDMARSH SQUARE, 41-47 Hindmarsh Square, ADELAIDE SA 5000**
Applicant: **GRENFELL EAST P/L**
Description: **Conservatory on Hindmarsh**

This alternative solution certificate as issued by Tecon Australia Pty Ltd of Suite 6, 75A Angas Street Adelaide, SA 5000 on 12 October 2007 and 12 May 2009, please refer to each individual Alternate Solution for the number of provisions and the issue date.

ASSESSMENT METHODS (Refer A0.9, of BCA '96)

☐ Documentary evidence as described in A2.2 of BCA'96

☐ Verification Methods (as defined in BCA'96), including:
(a) Tests - undertaken on site or in a laboratory which ensures compliance with one or more performance methods
(b) Calculations - using analytical methods or mathematical models
(c) Inspections - undertaken to determine compliance with one or more performance methods
(d) Other methods as accepted by the relevant authority to determine if the Building Solution complies with Performance Requirement

☒ Comparison with Deemed-to-Satisfy Provisions
Alternative Solution must be determined to perform to a level which is at least equal to the Deemed-to-Satisfy.

☒ The opinion of a suitably qualified and experienced technical expert.

SUPPORTING DOCUMENTATION

- Refer supporting documentation as provided by private certifier and as appended to this certificate

REASONING

- Refer reasoning as provided by private certifier and as appended to this certificate

Building Surveyor

BUILDING CODE OF AUSTRALIA
CLAUSE A0.8
ALTERNATIVE SOLUTION ASSESSMENT

TECON AUSTRALIA PTY LTD

12 October, 2007

Our Ref.:	06/0225.2
DA No.:	Major Project – Refer Gazette dated 7th June 2007
Project Name:	To construct a 19 level apartment, office, retail and car parking complex
Project Address:	Ground Floor, 41 Hindmarsh Square, Adelaide
Name of Owner:	41 Hindmarsh Square Pty Ltd
Portion of building:	Whole

BCA Provision	*Deemed to Satisfy* clause	*Performance requirement*
Protection of openings in external walls	C3.4	CP2 and CP8
Protection of openings in bounding construction	C3.11	CP8
Distance between alternative exits	D1.5	DP4
Re-entry from fire isolated stairs	D2.22	DP5

Proposed *alternative solution*

- To permit an unprotected opening within 6 metres of another building on the site,
- To permit the use of life safety doors in lieu of fire doors to apartments,
- To permit the distance between alternative exits to be reduced to less than 9 metres,
- To permit 5 storeys between re-entry doors,

Reason:-

- The other building is a heritage building with no openings in the external wall exposed to the new building,
- The life safety doors provide an equivalent level of life safety given the small distance of travel to the exits,
- The reduction in the spacing does not reduce the safety of the occupants given the small distance of travel to the exits,
- The additional storey does not increase the risk to the occupants in an emergency

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement,*

The following supporting evidence has been submitted in support of this request:-

- Fire services drawings numbered LCE2453 sheets F00 to F15 and specification LCE2453-F-SPC by LUCID Consulting Engineers,
- SA Fire Service report numbered 53316.

The alternative solution has been accepted as meeting the performance criteria.

KYM ROWLAND
Private Certifier (SA Reg. No.: 038)

Suite 6, 75A Angas Street, Adelaide SA 5000
Telephone: (08) 82281600 Facsimile: (08) 8228 1605 Email: admin@teconaust.com.au

BUILDING CODE OF AUSTRALIA
CLAUSE A0.8
ALTERNATIVE SOLUTION ASSESSMENT

TECON AUSTRALIA PTY LTD

12 October, 2007

Our Ref.: 06/0225.2
DA No.: Major Project – Refer Gazette dated 7th June 2007

Project Name: To construct a 19 level apartment, office, retail and car parking complex

Project Address: Ground Floor, 41 Hindmarsh Square, Adelaide

Name of Owner: 41 Hindmarsh Square Pty Ltd

Portion of building: Whole

BCA Provision	***Deemed to Satisfy* clause**	***Performance requirement***
Hydrant system operating pressure	E1.3	EP1.3
Automatic fire sprinkler installations	E1.6	EP1.4
Fire hose reel installations	E1.4	EP1.1

Proposed *alternative solution*

- To permit slightly increase pressure in the hydrant system,
- The omission of fire sprinklers from the swimming pool area and electrical control and supply rooms,
- The omission of fire hose reels from the apartment levels,

Reason:-

- The increase in operational pressure is limited to certain circumstances under the control of fire fighting personnel and is within the pressure capacity of the pipe work,
- There is not fire load in the pool area, sprinklers in the electrical rooms presents a danger, these areas are fire separated form the remainder of the building
- The corridors in the apartment levels are less than 50 square metres in area, any fire can be contained by fire extinguishers,

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement,*

The following supporting evidence has been submitted in support of this request:-

- Fire services drawings numbered LCE2453 sheets F00 to F15 and specification LCE2453-F-SPC by LUCID Consulting Engineers,
- SA Fire Service report numbered 53316.

The alternative solution has been accepted as meeting the performance criteria.

KYM ROWLAND
Private Certifier (SA Reg. No.: 038)

Suite 6, 75A Angas Street, Adelaide SA 5000
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BUILDING CODE OF AUSTRALIA
CLAUSE A0.8
ALTERNATIVE SOLUTION ASSESSMENT

TECON AUSTRALIA PTY LTD

12 October, 2007

Our Ref.: 06/0225.2
DA No.: Major Project – Refer Gazette dated 7th June 2007

Project Name: To construct a 19 level apartment, office, retail and car parking complex

Project Address: Ground Floor, 41 Hindmarsh Square, Adelaide

Name of Owner: 41 Hindmarsh Square Pty Ltd

Portion of building: Whole

BCA Provision	*Deemed to Satisfy* clause	*Performance requirement*
Fire control centre	E1.8	EP1.6
EWIS installations	E4.9	EP4.3
Mechanical exhaust discharge	F4.5	FP4.5

Proposed *alternative solution*

- To permit the main entrance lobby to be use for the coordination of the fire fighting intervention,
- To omit the EWIS warden point and equipment on the carparking levels and in the basement,
- To permit the exhaust from the apartment wet areas to discharge horizontally adjacent an apartment opening

Reason:-

- The lobby is fire isolated from the remainder of the building and provides adequate access and working area to coordinate the fire service operations,
- There is not any staff or regular occupants on these levels to act as wardens.
- The location of the discharge will not affect other apartments and will be at a velocity that will result in the appropriate dilution of contaminants prior to creating offence in the apartment of origin.

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement,*

The following supporting evidence has been submitted in support of this request:-

- Fire services drawings numbered LCE2453 sheets F00 to F15 and specification LCE2453-F-SPC by LUCID Consulting Engineers,
- SA Fire Service report numbered 53316.

The alternative solution has been accepted as meeting the performance criteria.

KYM ROWLAND
Private Certifier (SA Reg. No.: 038)

Suite 6, 75A Angas Street, Adelaide SA 5000
Telephone: (08) 82281600 Facsimile: (08) 8228 1606 Email: admin@teconaust.com.au

BUILDING CODE OF AUSTRALIA
CLAUSE A0.8
ALTERNATIVE SOLUTION ASSESSMENT

TECON
AUSTRALIA PTY LTD

12 May, 2009

Our Ref.:	06/0225a
DA No.:	Major Project – Refer Gazette dated 11 December 2008
Project Name:	To construct a 19 level apartment, office, retail and car parking complex - Stage 3 - Construction- Amended details
Project Address:	41-51 Hindmarsh Square, Adelaide
Name of Owner:	Conservatory on Hindmarsh Square Pty Ltd
Portion of building:	Whole

BCA Provision	*Deemed to Satisfy* clause	*Performance requirement*
Separation of rising and descending flights	D2.4	DP5
Dimensions of exits	D1.6	DP4
Thresholds	D2.15	DP2

Proposed *alternative solution*

- To permit a mesh gate in lieu of a smoke proof wall to separate the rising and descending stairs in the fire isolated stairs.
- To permit a reduced stair width in the fire isolated stairs.
- To permit a reduce length of a threshold at a gate in stair 2.

Reason:-

- The stairs are pressurized with a lobby at the basement entrance to the stairs to control smoke ingress, a gate provides separation and additional directional exit lighting is available.
- A minor reduction in the stair width does not adversely impact on the safety of the stair.
- A minor reduction in the length of the threshold does not adversely impact on the safety of the stair.

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement,*

The following supporting evidence has been submitted in support of this request:-

- Fire and life safety service design brief numbered LCE2453 and dated April 2009 by LUCID Consulting Engineers,
- Alternative solution report (for stairs) dated 31st March 2009 by SKIP Consulting Pty Ltd,
- Alternative solution report for the threshold in stair 2 at D.Gr.12 dated 8th May 2009 by Lend Lease,

The alternative solution has been accepted as meeting the performance criteria.

KYM ROWLAND
Private Certifier (SA Reg. No.: 038)

Suite 6, 75A Angas Street, Adelaide SA 5000
Telephone: (08) 82281600 Facsimile: (08) 8228 1606 Email: admin@teconaust.com.au

BUILDING CODE OF AUSTRALIA
CLAUSE A0.8
ALTERNATIVE SOLUTION ASSESSMENT

TECON
AUSTRALIA PTY LTD

12 May, 2009

Our Ref.:	06/0225a
DA No.:	Major Project – Refer Gazette dated 11 December 2008
Project Name:	To construct a 19 level apartment, office, retail and car parking complex - Stage 3 - Construction- Amended details
Project Address:	41-51 Hindmarsh Square, Adelaide
Name of Owner:	Conservatory on Hindmarsh Square Pty Ltd
Portion of building:	Whole

BCA Provision	*Deemed to Satisfy* clause	*Performance requirement*
Protection of penetrations	C3.12	CP8
Fire door signs	D2.23	EP5
Side clearance to wc door	D3.2	DP7
Accessible apartments	D3.2	DP7

Proposed *alternative solution*

- To permit the reduction in the fire resistance level of the fire collars protecting the penetrations through the first floor slab from 3 hour to 2 hour collars.
- To accept signage on fire doors in accordance with the Building Code of Australia 2008 in lieu of the Building Code of Australia 2004 in place at the time of lodgment of the application.
- To permit an additional set of door hardware in the door in lieu of side clearance to the door.
- To permit a reduction in the number of accessible apartments provided in the building.

Reason:-

- The retail area in small in area and will not produce the fire load expected in larger retail shops and is protected by concealed space sprinklers and ceiling sprinklers,
- Providing two sets of hardware will allow the door to be opening by a person in a wheel chair equal to the manner provided by complying door side clearance
- The use of the current signage requirements is identified as an improvement in safety for the occupants as it is consistent with other new buildings.
- The apartments are sold to ambulant people who do not require an accessible layout or fixtures

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement,*

The following supporting evidence has been submitted in support of this request:-

- Fire and life safety service design brief numbered LCE2453 and dated April 2009 by LUCID Consulting Engineers,
- Alternative solution report for the fire door signs dated 19th March 2009 by Lend Lease,
- Correspondence dated 11 May 2009 by Conservative on Hindmarsh Square,

The alternative solution has been accepted as meeting the performance criteria.

KYM ROWLAND
Private Certifier (SA Reg. No.: 038)

Suite 6, 75A Angas Street, Adelaide SA 5000
Telephone: (08) 82281600 Facsimile: (08) 8228 1606 Email: admin@teconaust.com.au

BUILDING CODE OF AUSTRALIA
CLAUSE A0.8
ALTERNATIVE SOLUTION ASSESSMENT 12 May, 2009

TECON AUSTRALIA PTY LTD

Our Ref.: 06/0225a
DA No.: Major Project – Refer Gazette dated 11 December 2008

Project Name: To construct a 19 level apartment, office, retail and car parking complex - Stage 3 - Construction- Amended details

Project Address: 41-51 Hindmarsh Square, Adelaide

Name of Owner: Conservatory on Hindmarsh Square Pty Ltd

Portion of building: Whole

BCA Provision	***Deemed to Satisfy* clause**	***Performance requirement***
Location of fire pump room	E1.3	EP1.3
Fire hose reel installations	E1.4	EP1.1
Zone pressurization	E2.2a	EP2.2
Emergency and exit lighting	E4.4 and E4.8	EP4.1, EP4.2

Proposed *alternative solution*

- To allow the location of the fire pump room in the basement in lieu of on the ground floor.
- To permit the omission of fire hose reels from the commercial lobby.
- To permit the omission zone pressurization of the ground floor and basement.
- To accept emergency lighting ands exit lighting in accordance with the Building Code of Australia 2006 in lieu of the Building Code of Australia 2004 in place at the time of lodgment of the application.

Reason:-

- The pump room is immediately below the booster and pump controls and is provided with fire isolated access similar to direct access.
- The ground floor and basement cannot be provided with zone pressurization due to the open deck carpark above.
- The commercial lobby is a sterile area with no fire load and is provided with fire extinguishers in the immediately adjacent the fire brigade booster connection point.
- The use of the current emergency lighting requirements is identified as an improvement in safety for the occupants as it is consistent with other new buildings.

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement,*

The following supporting evidence has been submitted in support of this request:-

- Fire and life safety service design brief numbered LCE2453 and dated April 2009 by LUCID Consulting Engineers,
- SA Fire Service report numbered 53316.
- Alternative solution report for Emergency dated 16th March 2009 revision B by Lend Lease,

The alternative solution has been accepted as meeting the performance criteria.

KYM ROWLAND
Private Certifier (SA Reg. No.: 038)

Suite 6, 75A Angas Street, Adelaide SA 5000
Telephone: (08) 82281600 Facsimile: (08) 8228 1606 Email: admin@teconaust.com.au

Attachment – Development Conditions

CITY OF ADELAIDE	**DECISION NOTIFICATION FORM**

Application Registered On: **14 January 2019**	Contact Officer: **Matthew Wilson 8203 7406**
Application Dated: **9 January 2019**	File Reference: **DA/10/2019**

Application:	DA/10/2019
Applicant:	INTERMAIN P/L
Location:	CONSERVATORY ON HINDMARSH SQUARE, 41-47 Hindmarsh Square, ADELAIDE SA 5000
Description:	Upgrade external facade of existing building and associated signage

In respect of this proposed development you are informed that:

Nature of Decision	Decision Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	28 March 2019	1
Building Rules Consent	Granted	28 March 2019	0
Development Approval	Granted	28 March 2019	1

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 28 March 2019

Signed: .....

Date: 28 March 2019

☐ State Planning Assessment Commission or delegate

☒ Council Chief Executive Officer or delegate

☐ Private Certifier

☒ Pages

PRESCRIBED INFORMATION

CITY OF ADELAIDE

Application:	DA/10/2019
Applicant:	INTERMAIN P/L
Location:	CONSERVATORY ON HINDMARSH SQUARE, 41-47 Hindmarsh Square, ADELAIDE SA 5000
Description:	Upgrade external facade of existing building and associated signage

CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. **The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**
   - **Plans by INTERMIAN dated 19 Dec 2018 and details by HVG Facades dated June 2017 and photos.**

   to the reasonable satisfaction of the Council except where varied by conditions below (if any).

   Reason: *To ensure that the Development is undertaken in accordance with the plans and details submitted.*

CONDITIONS OF BUILDING RULES CONSENT

Nil Conditions Imposed

ADVISORY NOTES

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

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved nor denied. To avoid any potential confusion regarding the addressing of your development, it is recommended that you contact the Rates and Valuation Section to confirm the correct address prior to the commencement of marketing. The Rates and Valuation Section can be contacted on 8203 7128 or 8203 7129.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business days' notice of the commencement and the completion of the building work on the site and any other relevant stages as specified in the attached "Notice to Council." To notify Council, contact City Planning via d.planner@cityofadelaide.com.au or phone 8203 7185.

PRESCRIBED INFORMATION

CITY OF ADELAIDE	**DECISION NOTIFICATION FORM**

Application Registered On: **14 January 2019**	Contact Officer: **Matthew Wilson 8203 7185**
Application Dated: **9 January 2019**	File Reference: **DA/10/2019**

Application:	DA/10/2019
Applicant:	INTERMAIN P/L
Location:	CONSERVATORY ON HINDMARSH SQUARE, 41-47 Hindmarsh Square, ADELAIDE SA 5000
Description:	Upgrade external facade of existing building and associated signage

In respect of this proposed development you are informed that:

Nature of Decision	Decision Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	28 March 2019	1
Building Rules Consent	Granted	28 March 2019	0
Development Approval	Granted	28 March 2019	1
Reg. 47A Minor Variation	Granted	11 April 2019	0

~~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: 11 April 2019

Signed: .....

Date: 11 April 2019 .....

- ☐ State Planning Assessment Commission or delegate
- ☒ Council Chief Executive Officer or delegate
- ☐ Private Certifier
- ☒ Pages

PRESCRIBED INFORMATION

CITY OF ADELAIDE

Application: DA/10/2019

Applicant: INTERMAIN P/L

Location: CONSERVATORY ON HINDMARSH SQUARE, 41-47 Hindmarsh Square, ADELAIDE SA 5000

Description: Upgrade external facade of existing building and associated signage

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   - **Plans by INTERMIAN dated 19 Dec 2018 and photos.**

   to the reasonable satisfaction of the Council except where varied by conditions below (if any).

   Reason: *To ensure that the Development is undertaken in accordance with the plans and details submitted.*

CONDITIONS OF BUILDING RULES CONSENT

Nil Conditions Imposed

ADVISORY NOTES

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

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Any street numbering which may have been indicated on this application has neither been approved nor denied. To avoid any potential confusion regarding the addressing of your development, it is recommended that you contact the Rates and Valuation Section to confirm the correct address prior to the commencement of marketing. The Rates and Valuation Section can be contacted on 8203 7128 or 8203 7129.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business days' notice of the commencement and the completion of the building work on the site and any other relevant stages as specified in the attached "Notice to Council." To notify Council, contact City Planning via d.planner@cityofadelaide.com.au or phone 8203 7185.

Expiration Time of Approval

Pursuant to the provisions of Regulation 48 under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless the relevant development has been lawfully commenced by substantial work on the site of the development within 12 months, in which case

Attachment - Change of Use

MAJ/2/2007 – Construct a 19 level apartment, office, retail and car parking complex

ADVICE ONLY

The above application(s) confirm Council holds information that indicates that changes in the use of the land have taken place on the site.

Data Extract for Section 7 search purposes

Valuation ID 0204751383

Data Extract Date: 08/05/2026

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: C25458 FL40

Certificate Title: CT6038/735

Property Address: UNIT 1502 FL 47 HINDMARSH SQ ADELAIDE SA 5000

Zones

Capital City (CC)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 130 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.

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

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 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.

State Heritage Place (Heritage Number: 1328)

The State Heritage Place Overlay seeks to ensure development maintains the heritage and cultural values of State Heritage Places through conservation, ongoing use and adaptive reuse.

Is the land situated in a State Heritage Place/Area

Yes

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

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: 2779019

FORM ONE ADELAIDE PTY LTD
POST OFFICE BOX 544
BLACKWOOD SA 5051

DATE OF ISSUE
05/05/2026

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME
1511529*	F & D A DELUCA

PROPERTY DESCRIPTION

U1502 F15 47 HINDMARSH SQ / ADELAIDE SA 5000 / LT 40 C25458

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0204751383	CT 6038/735	$910,000.00	1.000	0.400

LEVY DETAILS:			
	FIXED CHARGE	$	50.00
	+ VARIABLE CHARGE	$	307.90
FINANCIAL YEAR	- REMISSION	$	242.75
2025-2026	- CONCESSION	$	46.00
	+ ARREARS / - PAYMENTS	$	-69.15
	= AMOUNT PAYABLE	$	0.00

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 **03/08/2026**

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

Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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.

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: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7017603619** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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: 2779019

DATE OF ISSUE
05/05/2026

FORM ONE ADELAIDE PTY LTD
POST OFFICE BOX 544
BLACKWOOD SA 5051

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
F & D A DELUCA

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
U1502 F15 47 HINDMARSH SQ / ADELAIDE SA 5000 / LT 40 C25458

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0204751383	CT 6038/735	$77,000.00	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 **03/08/2026**

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:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7017603528** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 04751 38 3	CT6038735	6/5/2026	7745	2779019

FORM 1 ADELAIDE PTY LTD
PO BOX 544
BLACKWOOD SA 5051
form1@form1adelaide.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: F & DA DELUCA
Location: 1502 47 HINDMARSH SQ ADELAIDE LT40 C25458
Description: 4H 2CPKS 15THFL **Capital Value:** $ 910 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

				$
		Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/2010	Water rates	:	329.20
Sewer main available:	1/7/2010	Sewer rates	:	536.92
		Water use	:	0.00
		SA Govt concession	:	464.00CR
		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	:	402.12CR
		Balance outstanding	:	0.00

Degree of concession: 100.00% Date granted: 27/9/2009

Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 8/7/2026

This account has no meter of its own but is supplied from account no 02 04749 01 3.

The Water Use apportionment option is Nil.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at https://maps.sa.gov.au/drainageplans/.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

South Australian Water Corporation

Name:
F & DA DELUCA

Water & Sewer Account
Acct. No.: **02 04751 38 3**

Amount: _____

Address:
1502 47 HINDMARSH SQ ADELAIDE LT40
C25458

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0204751383

Biller code: 8888
Ref: 0204751383

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: 0204751383

MUNRO™ Property Group Pty Ltd
ABN 41 007 878 079

t 08 8132 2000

Level 1, Suite 3, 136 The Parade
Norwood SA 5067
corporations@munroproperty.com.au
munroproperty.com.au

MINUTES OF THE ANNUAL GENERAL MEETING OF COMMUNITY PLAN 25458

Meeting In accordance with the Community Titles Act 1996

"The Conservatory" (R)
47 Hindmarsh Square, ADELAIDE, SA, 5000

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **24 November 2025**
TIME: **05:30 PM**
LOCATION: **Scots Church, 237 North Terrace, ADELAIDE, SA, 5000**
https://msteams.link/B8CB

Attendance

Lot 9	Matthew Richard Huppatz & Andrew John Huppatz	Owner present
Lot 10	Scott & Julie Verco	Owner present
Lot 12	Ms Kym H Dixon	Owner present
Lot 14	Floyd Bruce Garrett & Sally-Anne Louise Garrett	Owner present
Lot 15	Ian Milton & Roslyn Kay Gooley	Owner present
Lot 16	Ashley Michelle Graham, John William Graham, Cheryl Anne Graham	Owner present
Lot 19	Janelle Kaye Baron	Electronic vote
Lot 21	Colin Sydney Coleman & Rita Ing Eng Coleman	Electronic vote
Lot 28	Peter G Barnes & Lynne Haysman	Owner present
Lot 29	Phil R Jackson	Owner present (pre-voted)
Lot 30	Colin Moglia	Owner present
Lot 32	Matthew Philip May & Janine Kylie May	Owner present
Lot 33	Mr RA & Mrs GM Kogler	Owner present
Lot 38	Peter J & Ms Patricia M McCarthy	Owner present
Lot 39	Lynette Radzevicius	Owner present
Lot 40	Mr F & Ms D DeLuca	Owner present
Lot 43	Gary Ross Bennett and Alison J Bennett	Owner present
Lot 44	Mr Ingemar Boren	Owner present
Lot 45	Simone Mirita Zecevich	Owner present
Lot 46	Christopher & Rosemary Mather	Electronic vote
Lot 48	Gregory Patrick Marshall & Suzanne Hazel Marshall	Owner present
Lot 52	Kieren Fitzpatrick	Owner present
Lot 54	Dean Leon Burrows & Kerry Ann Burrows	Electronic vote
Lot 57	P & J Zecevich	Owner present
Lot 58	Shanamere Pty Ltd ACN 008 173 537	Owner present

Others in attendance
Jason Nash on behalf of Munro.

Apologies
Nil.

Proxy Voting

In accordance with *The Community Titles Act 1993 Section 84(3)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Community Titles Act 1993 Section 84 (11)*

Lot 13	Rosalie Morris	Proxy Name: Kym Dixon
Lot 22	Bruce Perks	Proxy Name: Munro Property
Lot 24	Patricia Anne Quealey	Proxy Name: Munro Property
Lot 27	Natalya Voin	Proxy Name: Michael Voin
Lot 36	Donato John Donaldson	Proxy Name: Munro Property

Quorum

In accordance with *The Community Titles Act 1996 Section 83(4)*, a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, 30 financial members were present and the meeting opened at 05:32 PM.

MEETING OPENING, APPOINTMENT OF MEETING CHAIRPERSON & MINUTE SECRETARY

Resolved that Jason Nash of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a).*

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

DECLARATION OF INTEREST

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting.

CONFIRMATION OF PREVIOUS MINUTES

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5a),* that the minutes of the last Annual General Meeting held on the 18th of November 2024 be confirmed as a true record of the proceedings of that meeting.

Motion CARRIED.

Yes: 27	No: 0	Abstain: 3	Inv: 0

ACCEPTANCE OF FINANCIAL STATEMENTS

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5(d))* and *The Community Titles Regulations 2011 Section 16,* that the full financial statements year ending 30th of September 2024 having been circulated, tabled and discussed be accepted as a true and accurate record of the Corporation's financial standings.

Motion CARRIED.

Yes: 30 No: 0 Abstain: 0 Inv: 0

APPOINTMENT OF BODY CORPORATE MANAGER

Resolved that Munro is to be appointed as manager of the Corporation in accordance with *The Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the management agreement.

SERVICES COVERED BY ANNUAL MANAGEMENT FEE

See Management Contract of Appointment

The Manager has the functions and duties provided for under the Act including:

Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

Documentation

- Maintain register of owners' names and addresses;

- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;
- Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2.

Maintenance

- Arrange for minor (< $1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

General

- Generally, implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

Motion CARRIED.

Yes: 29	No: 1	Abstain: 0	Inv: 0

INSURANCE

Review of Insurance

As per *The Community Titles Act 1996 Section 103(1a,b) & (2(b,c))* the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials, in addition to the building or buildings divided by the strata plan. As per Section 104 of *The Community Titles Act 1996,* the Corporation must also hold fidelity guarantee cover and public liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

As per *The Community Titles Act 1996 Section 103 & 104*, the community insurance must be for the full cost of replacing the buildings or improvements on the common property and in the case of a strata scheme – the building or buildings divided by the strata plan. *The Community Titles Act 1996 Section 106(2)* states "a person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by

the regulations of his or her compliance with that requirement."

In accordance with *The Community Titles Act 1996 Section 81(5, d, iiib)* and *The Community Titles Regulations 2011 Regulation 16*, the current insurance details for the corporation are as follows:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
CS0006125842	CHU Underwriting Agencies Pty Ltd	30 Apr 2026	Sum Insured	$90,590,000.00
			Loss of Rent/Temp Accom(15%)	$13,588,500.00
			Office Bearers Legal Liability	$2,000,000.00
			Voluntary Workers	$200,000.00 / $2,000.00
			Appeal Expenses	$100,000.00
			Catastrophe	$13,588,500.00
			Machinery Breakdown (Over 5Kw)	$500,000.00
			Common Area Contents	$905,900.00
			Public Liability	$50,000,000.00
			Fidelity Guarantee	$250,000.00
			Extended Cover-Rent/Temp Accommodation (15%)	$2,038,257.00
			Escalation in Cost of Temp Accommodation	$679,425.00
			Cost of Storage and Evacuation	$679,425.00
			Government Audit Costs	$25,000.00
			Legal Defence Expenses	$50,000.00
			Lot Owners Fixtures & Improvements	$250,000.00
			Flood	Excluded
TOTAL PREMIUM: $80,434.43				

The insurance policy is arranged through the primary corporation.

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

Landlords / Contents Insurance

Munro advises all owners that the Corporation's insurance does not cover the landlord or contents insurance. Each owner is responsible for ensuring that they have cover in place which suits their individual needs. The Corporation's policy also does not include public liability cover for individual units.

Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

Alterations, Additions & Approvals

As of the agenda issuance, no applications had been submitted for consideration.

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:
(a) the erection, alteration, demolition or removal of a building;
(b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

COMMON PROPERTY MAINTENANCE

Cleaning & Caretaking
Owners were happy to continue with the service of Onsite Services.

Foyer Painting
It was noted that the entrance foyer and residential hallways had recently been repainted. There were still a couple of entrance doors that had not yet been painted due to access not being made available. Owners whose doors have not been painted should contact Higgins Coatings to arrange.

Pool & Gym
It was noted that repainting of the basement area was underway as at the time of the meeting.

Balcony Tiling
There was lengthy discussion regarding faulty tiling on some of the apartment balconies, with some owners advising that their balconies had not yet been inspected. The manager will arrange for those balconies to be inspected by an engineer as part of the rectification project.

The manager and committee advised the meeting that there was a deal of complexity in the issue, particularly with regard to who is responsible for the repair and ongoing maintenance.

After discussion, it was agreed that the issue was too broad to continue at the AGM and an EGM should be held in the new year to discuss just this problem and try to reach agreement on the way forward. The manager will arrange an EGM to be held in February / March 2026.

The manager and committee advised the meeting that there was a deal of complexity in the issue, particularly with regard to who is responsible for the repair and ongoing maintenance.

After discussion, it was agreed that the issue was too broad to continue at the AGM and an EGM should be held in the new year to discuss just this problem and try to reach agreement on the way forward. The manager will arrange an EGM to be held in February / March 2026.

Manager Contact

To ensure their maintenance requests were attended to, owners were advised to make sure they sent or cc'd either corporations@munroproperty.com.au or pamela@munroproperty.com.au into any requests.

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of after-hours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

General Business

Ongoing Legal Action

The committee and manager advised that they had met with the lawyers representing the corporation's previous insurer, who are handling the ongoing action, and had been advised that they were not able to discuss the case or provide any further information.

Use of Basement Facilities

The manager and committee advised members that the owners of the commercial offices were now exercising their right to access the basement facilities, having agreed to pay a fee to the primary corporation. Maintenance of the basement area will now be paid for by the primary corporation.

Member Register

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that may occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property.

BUDGET & CONTRIBUTIONS

Review & Acceptance of Administration Fund

Resolved, in accordance with *The Community Titles Act 1996 Section 116,* that the proposed administration budget and consequently the annual contributions being $660,000.00 + GST be accepted.

Administration funds are collected to pay recurrent expenditure of the Corporation such as the insurance premium.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

Review & Acceptance of Sinking Fund

Resolved, in accordance with *The Community Titles Act 1996 Section 116,* that the proposed sinking fund budget and consequently the annual contributions being $67,291.00 + GST be accepted.

A community corporation requires a sinking fund under *The Community Titles Act 1996 Section 116 (3).* Non-recurrent expenditure must be made from the sinking fund and all other recurrent expenditure of the corporation must be made from the administrative fund.

The sinking fund's purpose is not to offset recurrent expenditure of the Corporation (unless instructed so by the elected representatives) and is additional to the above administration budget.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

Contributions

Both contributions are to be divided by lot entitlement and paid in quarterly instalments.

UNPAID LEVIES POLICY

Approval of Debt Recovery Process for Arrears

Resolved as per *The Community Titles Act 1996 Section 114(8),* "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than $50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost $55.00).
- For levies unpaid 90 days after their due date and greater than $500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost $150.00).

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

Approval of Recovery of Debt Collection Fees

Resolved unanimously that all fees incurred by the Corporation associated with the debt recovery process (including, but not limited to, solicitors' fees and court costs) will be payable by the owner, recovered by the action and applied to the lot owner's account.

As per *The Community Titles Act 1996*, a unanimous resolution cannot pass if any votes are cast against it. Members are advised that should the motion be defeated, it may hinder the Corporation's ability to recoup fees associated with debt recovery

Should the motion carry, all costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

Interest Charged on Overdue Accounts

Resolved that the interest rate of 15% per annum remains in place and be applied to owners who fall in arrears with their payments.

As per *The Community Titles Act 1996 Section 14(b)*, the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears."

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

ELECTION OF OFFICE BEARERS

Resolved in accordance with *The Community Titles Act 1996 Section 76*, that the Corporation appoint the following office-bearers for the coming year:

Presiding Officer - Kym Dixon
Secretary - Lynne Haysman
Treasurer - Scott Verco

As per *The Community Titles Act 1996 Section 92*, If a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

APPOINTMENT OF MANAGEMENT COMMITTEE

The current management committee is comprised of the office bearers, along with Bruce Garrett & Gary Bailey.

Resolved the appointment of a management committee as per successful nomination at meeting; and that the management committee be authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

The Community Titles Act 1996 Section 92(2) states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

APPOINTMENT OF PUBLIC OFFICER

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936,* a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

ENGAGEMENT OF AUDITOR

Resolved as per *The Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 0	Inv: 0

NEXT MEETING DATE & MEETING CLOSURE

To set the date and time for the next Annual General Meeting under consultation with the Presiding Officer.

Meeting Close

The meeting closed at 06:52 PM.

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
bc@munroproperty.com.au
www.munroproperty.com.au

Community Corporation 25458 Inc.

"The Conservatory" (R), 47 Hindmarsh Square,
ADELAIDE SA 5000

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	660,000.00
Recovery--Owner	700.00
Recovery-Owner Fobs	900.00
Total revenue	661,600.00
Less expenses	
Admin - Contractor Compliance Management	250.00
Admin--Accounting--Tax Return	300.00
Admin--Auditors--Audit Services	850.00
Admin--Bank Charges--Account Fees	50.00
Admin--Committee--Honorarium	80.00
Admin--Consultant Fees	12,500.00
Admin--Consultant--BAS Prep. & Lodgement	600.00
Admin--Consultant--Comms/Data/Technology	2,000.00
Admin--Consultant--Meeting Fee	250.00
Admin--Consultant--Public Officer Fee	90.00
Admin--Contractor Maintenance Manager	150.00
Admin--Levy Contribution--Primary Admin	255,744.00
Admin--Levy Contribution--Primary Sinking	101,657.00
Admin--Meeting Room Expenses	220.00
Admin--Transfer to Sinking Fund	100,000.00
Insurance--Excesses	5,000.00
Maint Bldg--Building Repairs--General	2,500.00
Maint Bldg--Caretaking	32,000.00
Maint Bldg--Cleaning	65,000.00
Maint Bldg--Cleaning--Carpet/Furniture	2,000.00
Maint Bldg--Electrical--Repairs	2,000.00
Maint Bldg--Gym Equipment	1,500.00
Maint Bldg--Lift	2,500.00
Maint Bldg--Lift--Maintenance Contract	16,000.00
Maint Bldg--Lift--Registration Fees	1,442.00
Maint Bldg--Plumbing	2,000.00
Maint Bldg--Plumbing--Hot Water Service	2,000.00
Maint Bldg--Repairs--Doors & Windows	500.00
Maint Bldg--Rubbish Chute	1,000.00
Maint Bldg--Security--General	2,500.00
Maint Bldg--Security--Intercom	500.00

Maint Bldg--Security--Locks	200.00
Maint Bldg--Signs & Notice Boards	350.00
TAX	80.00
Utility - Emergency Services Levy	500.00
Utility--Council Rates	3,700.00
Utility--Electricity	16,000.00
Utility--Gas	35,000.00
Utility--Gas (Owner Recovery)	(35,000.00)
Utility--Water & Sewerage	1,500.00
Total expenses	635,513.00
Surplus/Deficit	26,087.00
Opening balance	4,496.27
Closing balance	$30,583.27
Total units of entitlement	13033
Levy contribution per unit entitlement	$55.70
Budgeted standard levy revenue	660,000.00
Add GST	66,000.00
Amount to raise in levies including GST	$726,000.00

Sinking Fund

	Approved budget
Revenue	
Interest on Investments--Sinking	21,000.00
Levies Due--Sinking	67,291.00
Transfer from Admin Fund	100,000.00
Total revenue	188,291.00
Surplus/Deficit	188,291.00
Opening balance	683,822.35
Closing balance	$872,113.35
Total units of entitlement	13033
Levy contribution per unit entitlement	$5.68
Budgeted standard levy revenue	67,291.00
Add GST	6,729.10
Amount to raise in levies including GST	$74,020.10

Adelaide Office
136 The Parade
Norwood
South Australia 5067

08 8132 2020
info@munroproperty.com.au

Munro Property Group Pty Ltd
ABN 41 007 878 079

www.munroproperty.com.au

Insurance RENEWED – Disclosure Advice

Monday, November 10, 2025

This document has been prepared in line with the Strata Community Association (SCA) Best Practice Guide on disclosure 2024

The insurance renewal for your corporation was PAID on: **27/10/2025**

Attached is:

- Insurance renewal certificate
- The SCA Best Practice Insurance Guide – Consumer Fact Sheet

Original Disclosure Date: **24/10/25**

Special Notes	
Renewal Date Adjustment	NO Details:
Endorsements	NO Details:

Valuation	Date: 06/12/2022	Amount: $90,590,000.00	Valuer: QIA Group

In accordance with the recommendations set forth by the Strata Community Association Australia, we are required to provide all our clients with an Insurance Disclosure Form. This form is designed to give you comprehensive information about your current insurance policies, including coverage details, premiums, and commissions paid.

Munro Property Group have always declared in our minutes and management agreements that we receive commissions from insurers who we deal directly with. The invoices for these insurance policies also have had, for a number of years, the amount of commission earned on the policies.

What You Need to Do:

1. **Review the Form:** Please take a moment to carefully review the attached Insurance Disclosure Form.
2. **Contact Us with Questions:** If you have any questions or require further clarification regarding the information provided, or refer to the attached Frequently Asked Questions page supplies by the SCA.

INSURANCE RENEWED DISCLOSURE

Name: Community Corporation 25455 Inc **Policy No: CS0006125842**

Period of Insurance: 30/10/2025 to 30/04/2026

	Previous Premium	**Renewed Premium**
Building Sum Insured	$90,590,000.00	$90,590,000.00
Insurer	CHU Underwriting Agencies Pty Ltd	CHU Underwriting Agencies Pty Ltd
Total Premium	$77,071.76	$80,434.43

	Previous Premium	**Renewed Premium**
Insurance Provider	CHU	CHU
Product Disclosure & Financial Services Link (s)	https://chucom.au	https://chu.com.au
1. Base Premium (includes commission)	$62,220.92	$64,974.95
2. Government Emergency Service Levy	Nil.	Nil.
3. Stamp Duty	$7,528.73	$7,861.97
4. Underwriting Agency Fee	$1,000.00	$1,000.00
5. Broker Fee	$0.00	$0.00
6. GST	$6,322.11	$6,597.51
Total insurance costs including GST	**$77,071.76**	**$80,434.43**
7. Commission	$12,444.18	$12,994.97
8. Allocation of Remuneration excluding GST		
Munro Property share of remuneration	100%	100%
Broker share of remuneration	N/A	N/A
Please list in detail here any other forms of remuneration related to this transaction.	**NONE**	
Please detail here any conflicts of interest that exist in the placement of this insurance and how they are managed.	**NONE TO REPORT**	
We, **Munro Property Group** are acting in the best interests of the client in the presentation of this quotation. Signature: _____ Name: **Jason Nash** For and on behalf of Munro Property.		
Total Strata Insurance Remuneration	**$77,071.76**	**$80,434.43**

PREPARED BY MUNRO PROPERTY GROUP PTY LTD

Commercial Property
Sales & Marketing
Leasing
Management

Residential Property
Sales & Marketing
Leasing
Management

Body Corporate
Management
Consulting

Property Trust
Acquisitions
Administration

Property Development
Strategic Planning
Feasibilities
Project Marketing
Joint Ventures

Best Practice – Strata Insurance Disclosure

Consumer Fact Sheet

What is Best Practice for strata insurance disclosure, and what is SCA doing for consumers?

- **Building understanding** – To ensure strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.
- **Positive consumer outcomes** – To improve relationships, conversations, understanding and outcomes for consumers of strata insurance.
- **Transparency and choice** – To raise the bar of strata insurance transparency, choice and communication.
- **Timely communication** – To provide clear and timely communication, with a minimum of three touch points for communication of strata insurance placement between strata manager and committee – at time of quote, invoice and the AGM.
- **Concise information** – To provide clear and concise information that explains in simple terms the roles and responsibilities of the strata manager, broker and insurer and the strata insurance process.
- **Remuneration disclosure** – FAQs and information about who is paid what, and why, in dollar values and included with invoices, quotes and at the AGM.

SCA's 3 Principles of Best Practice Strata Insurance Disclosure

SCA members will be delivering transparent, timely clear information to consumers based on the following three principles:

DISCLOSE

Strata committees can clearly see what actions are being taken, the parties involved and all remuneration for their insurance policy.

DOCUMENT

Strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.

COMMUNICATE

Strata committees receive clear, timely, accurate information about their insurance policy.

Standardisation of the information provided on quotes and invoices, such as on the SCA template below, will ensure that strata committees are provided with transparent, timely information to inform their choices.

Invoice template

Itemised Insurance Costs	Previous year *Name*	Current year *Name*
Base Premium Gross (includes commission if applicable)		
ESL or FSL		
Stamp Duty		
Underwriting Agency Fee		
Broker Fee		
GST – all items		
Total insurance costs including GST		
Commission		
Allocation of strata insurance remuneration (where applicable) • Strata manager • Broker		
Conflicts of interest		
Best interests declaration		
Total strata insurance remuneration		

Best Practice – Strata Insurance Disclosure

Consumer Fact Sheet - FAQ

strata community association®

What do strata managers do in relation to strata insurance and why do they receive remuneration?

Strata managers undertake or participate in 47 different services in relation to strata insurance to their clients, including, but not limited to:

- Quotation
- Procurement
- Placement and renewal
- Claims management
- Insurance record keeping
- Correspondence
- Negotiation and liaison
- Advice based on insurance knowledge

The value of strata manager and insurance brokers in the insurance process

- The knowledge and experience the strata manager holds of the insurance landscape as well as the building is an asset to the strata committee and the policy outcome.
- Increased legislative and regulatory requirements, along with buildings which are often complex, mean strata manager and broker expertise is incredibly valuable.
- Insurance brokers provide general and personal advice, drawing on their specialist skills and working closely with the strata manager when involved.
- Specialist brokers work to understand the unique aspects of the building being insured and provide a tailored quote based on the building's particular set of circumstances.

What is strata insurance remuneration?

Strata insurance remuneration is the total value of the remuneration paid to the parties involved in the process of insuring a strata building.

Who is paid strata insurance remuneration?

The two most common parties who receive remuneration will be the strata manager and the insurance broker, however who receives remuneration is based on the arrangement the strata committee chooses:

- Many use a strata manager who works closely with one or more insurance brokers.
- Some contact an independent broker to aid their insurance choice.
- Some strata communities choose to take out insurance directly with insurers.

Do strata communities have choice about remuneration models?

Yes. Strata communities have the choice of several remuneration models, and it is advisable if they wish to alter their current remuneration model to discuss it with their strata manager to fully understand their personal circumstances.

Are all parties who are remunerated as part of the insurance process listed in this section?

Yes. No matter which remuneration model is chosen, all parties who are involved in the insurance process will usually receive remuneration, and you will receive details about how much remuneration they receive.

What about potential conflicts of interest or business arrangements?

If any parties to the insurance process have conflicts of interest, or are receiving other remuneration as part of the transaction, they will list it clearly.

Scan this code to access the guide.

Tuesday, 12 May 2026

Form1 Adelaide
Via: form1@form1adelaide.com.au

Dear Sir/Madam,

Re: Property Search for Community Corporation 25458 Inc.

Registered Proprietor: Mr F & Ms D DeLuca
Lot Number: 40
Unit Number: 15.02
Paid to Date: 30/06/2026
Arrears: Nil

Please find enclosed documents forming the Section 139 property search as follows:

- Statement pursuant to Section 139 of the Community Titles Act 1996
- Statement of accounts last prepared by the corporation
- Minutes of the general meetings of the Corporation and meetings of its management committee (if any) for a period not exceeding two years
- Corporation bylaws & scheme description
- Corporation registered plan
- Current policies of insurance taken out by the Corporation

Change of Ownership Advice
Once settlement is finalised, please send through the advice of the change of ownership to our office as a matter of priority. This can either be posted or emailed to corporations@munroproperty.com.au

Should you have any queries please do not hesitate to contact the undersigned.

Kind Regards,

Jason Nash
Senior Management Consultant

P 08 8132 2000
136 The Parade, Norwood
munroproperty.com.au
RLA 150778
Munro Property Group Pty Ltd

STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT 1996*

Date of Statement: **12 May 2026**

Community Lot in respect of which the Statement is issued:Lot **40** in **Community Plan** No**. 25458 at "The Conservatory" (R), 47 Hindmarsh Square, ADELAIDE SA 5000**

Person requesting certificate:
Name: Form1 Adelaide,
Address: Via: form1@form1adelaide.com.au

The Community corporation certifies the following with respect to the Lot being the subject of this Statement:

1. Administrative fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
$13,814.76	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$3,453.69	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
$3,453.69	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
$3,453.69	01 Apr 2026 to 30 Jun 2026	01 Apr 2026
$3,453.69	01 Jul 2026 to 30 Sep 2026	01 Jul 2026

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
$1,408.48	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$352.12	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
$352.12	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
$352.12	01 Apr 2026 to 30 Jun 2026	01 Apr 2026
$352.12	01 Jul 2026 to 30 Sep 2026	01 Jul 2026

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

A copy of the Balance Sheet at the date of this Statement is attached.

5. Particulars of any Expenditure

(a) Incurred by the Corporation

As per the Minutes provided.

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

As per the Minutes provided.

6. Insurance policies

Particulars of all insurance policies that the community corporation has taken out.

Policy No. CS0006125842 CHU Underwriting Agencies Pty Ltd
Type: Building Broker:

Premium: $62,182.22 Paid on: 29/04/2026 Policy start date: 30/04/2026 Next due: 30/11/2026

Cover	*Sum insured*	*Excess*	*Notes*
Sum Insured	$90,590,000.00	$5,000.00	Exploratory Costs - Burst Pipes $5,000 - Fire $100,000
Loss of Rent/Temp Accom(15%)	$13,588,500.00		
Office Bearers Legal Liability	$2,000,000.00		
Voluntary Workers	$200,000 / $2,000		
Appeal Expenses	$100,000.00		
Catastrophe	$13,588,500.00		
Machinery Breakdown (Over 5Kw)	$500,000.00	$5,000.00	Chiller $5,000
Common Area Contents	$905,900.00		
Public Liability	$50,000,000.00		
Fidelity Guarantee	$250,000.00		
Extended Cover-Rent/Temp Accommodation (15%)	$2,038,257.00		
Escalation in Cost of Temp Accommodation	$679,425.00		
Cost of Storage and Evacuation	$679,425.00		
Government Audit Costs	$25,000.00		
Legal Defence Expenses	$50,000.00		
Lot Owners Fixtures & Improvements	$250,000.00		
Flood	Excluded		

Commission $0.00

7. Documents Supplied

(i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
(ii) Statement of Accounts of the corporation last prepared by the corporation
(iii) The current policies of insurance taken out by the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.

NOTE:

An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

This Statement was prepared on behalf of Community Corporation 25458 Inc. by



Jason Nash
Munro Property Group
136 The Parade
NORWOOD SA 5067

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
bc@munroproperty.com.au
www.munroproperty.com.au

INTERIM REPORTS

for the financial year to 31/05/2026

Community Title Scheme 25458

"The Conservatory" (R), 47 Hindmarsh Square, ADELAIDE SA 5000

Manager: Jason Nash

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Statement of Financial Position
As at 11/05/2026

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
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Community Corporation 25458 Inc.

"The Conservatory" (R), 47 Hindmarsh Square, ADELAIDE SA 5000

	Current period	Previous quarter
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin	68,820.94	57,648.88
Owners Equity--Admin	4,496.27	4,496.27
	73,317.21	62,145.15
Sinking Fund		
Operating Surplus/Deficit--Sinking	35,956.12	7,727.11
Owners Equity--Sinking	683,822.35	683,822.35
	719,778.47	691,549.46
Net owners' funds	**$793,095.68**	**$753,694.61**
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	106,884.65	146,073.73
Receivable--Levies--Admin	2,587.58	9,430.94
Receivable--Levies (Special)--Admin	188.03	430.11
Receivable--Owners--Admin	4,998.00	5,866.95
	114,658.26	161,801.73
Sinking Fund		
Cash at Bank--Sinking	128,227.27	99,173.25
Receivable--Levies--Sinking	263.82	961.54
Investments 3 - Sinking	250,000.00	250,000.00
Investments 4 - Sinking	250,000.00	250,000.00
Investments 5-sinking	100,000.00	100,000.00
	728,491.09	700,134.79
Unallocated Money		
	0.00	0.00
Total assets	843,149.35	861,936.52
Less liabilities		
Administrative Fund		
Admin-- GST Holding	(5,789.21)	(14,268.20)
Creditors--Other--Admin	33,816.09	99,796.53
Prepaid Levies--Admin	13,314.17	14,128.25
	41,341.05	99,656.58
Sinking Fund		
Sinking -- GST Holding	7,355.15	7,144.88
Prepaid Levies--Sinking	1,357.47	1,440.45
	8,712.62	8,585.33
Unallocated Money		
	0.00	0.00
Total liabilities	50,053.67	108,241.91

	Current period	Previous quarter
Net assets	**$793,095.68**	**$753,694.61**

Munro Property Group Pty Ltd
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Statement of Financial Performance for the financial year-to-date 01/10/2025 to 11/05/2026

Community Corporation 25458 Inc.

"The Conservatory" (R), 47 Hindmarsh Square, ADELAIDE SA 5000

Administrative Fund

		Current period 01/10/2025-11/05/2026	Previous year 01/10/2024-30/09/2025
Revenue			
142000	Insurance Claims	0.00	5,000.00
142500	Interest on Arrears--Admin	82.86	2,485.01
143100	Levies Due (Special)--Admin	6,151.44	0.00
143000	Levies Due--Admin	494,999.99	659,999.90
145150	Recovery - Other	65.07	0.00
145005	Recovery--Owner	1,630.90	1,597.19
145010	Recovery--Owner Fire Alarm Call Out	1,025.00	0.00
145104	Recovery-Owner Fobs	238.60	657.50
	Total revenue	504,193.86	669,739.60
Less expenses			
153820	Admin - Contractor Compliance Management	166.00	249.00
150900	Admin--Accounting--Tax Return	0.00	268.18
150800	Admin--Auditors--Audit Services	855.45	845.45
151401	Admin--Bank Charges--Account Fees	28.98	46.62
152000	Admin--Committee--Honorarium	0.00	72.73
154000	Admin--Consultant Fees	8,333.30	12,075.00
150600	Admin--Consultant--BAS Prep. & Lodgement	471.81	600.00
153809	Admin--Consultant--Comms/Data/Technology	1,333.28	1,999.92
153800	Admin--Consultant--Disbursements	100.00	160.00
153802	Admin--Consultant--Meeting Fee	261.82	250.00
151605	Admin--Consultant--Public Officer Fee	67.95	90.00
151600	Admin--Contractor Maintenance Manager	15.91	159.10
153401	Admin--Levy Contribution--Primary Admin	192,602.70	249,306.11
153402	Admin--Levy Contribution--Primary Sinking	76,558.95	196,552.71
154200	Admin--Meeting Room Expenses	227.27	227.27
154400	Admin--Other Expenses	181.82	181.82
159000	Insurance--Excesses	0.00	5,000.00
160000	Maint Bldg--Airconditioning--Repair	894.50	0.00
161900	Maint Bldg--BMS	7,781.67	0.00
167220	Maint Bldg--Building Repairs--Water Ingress	1,124.00	1,655.00
162900	Maint Bldg--Caretaking	22,030.01	31,820.78
163000	Maint Bldg--Cleaning	44,487.37	64,771.87
163001	Maint Bldg--Cleaning--Carpet/Furniture	200.00	0.00
163004	Maint Bldg--Cleaning--Materials	253.28	60.18
164800	Maint Bldg--Electrical--Repairs	1,339.03	801.78
165807	Maint Bldg--Fire Protection--Alarm Response	1,025.00	0.00

Administrative Fund

		Current period	Previous year
		01/10/2025-11/05/2026	01/10/2024-30/09/2025
168000	Maint Bldg--Gym Equipment	429.42	907.59
170201	Maint Bldg--Lift--Maintenance Contract	8,029.32	15,870.28
172200	Maint Bldg--Plumbing	1,293.00	1,062.38
168800	Maint Bldg--Plumbing--Hot Water Service	0.00	336.00
167500	Maint Bldg--Rubbish Chute	0.00	1,371.70
170601	Maint Bldg--Security--Fobs	120.00	542.50
169600	Maint Bldg--Security--Intercom	147.90	285.00
173200	Maint Bldg--Security--Keys	262.27	194.98
170600	Maint Bldg--Security--Locks	988.21	218.26
177400	Maint Grounds--Gardening Materials	180.91	0.00
179200	Maint Grounds--Pool	37,183.45	27,583.57
179203	Maint Grounds--Pool Consumables	1,736.22	2,420.62
152400	TAX	6,116.02	0.00
152401	TAX -- Pay G	3,180.00	0.00
190001	Utility - Emergency Services Levy	0.00	449.05
190000	Utility--Council Rates	0.00	3,641.45
190200	Utility--Electricity	7,655.77	14,303.83
190400	Utility--Gas	6,675.96	66.47
191200	Utility--Water & Sewerage	1,034.37	1,351.68
	Total expenses	435,372.92	637,798.88
Surplus/Deficit		68,820.94	31,940.72
	Opening balance	4,496.27	(27,444.45)
Closing balance		**$73,317.21**	**$4,496.27**

Sinking Fund

		Current period 01/10/2025-11/05/2026	Previous year 01/10/2024-30/09/2025
Revenue			
242500	Interest on Arrears--Sinking	7.78	344.41
242600	Interest on Investments--Sinking	23,900.00	20,879.75
243000	Levies Due--Sinking	50,468.34	67,291.08
	Total revenue	74,376.12	88,515.24
Less expenses			
270204	Maint Bldg--Lift Repair	0.00	13,086.00
271600	Maint Bldg--Painting	38,420.00	0.00
273002	Maint Bldg--Security--Intercom	0.00	93,156.00
	Total expenses	38,420.00	106,242.00
Surplus/Deficit		35,956.12	(17,726.76)
	Opening balance	683,822.35	701,549.11
Closing balance		**$719,778.47**	**$683,822.35**

MUNRO™ Property Group Pty Ltd
ABN 41 007 878 079

t 08 8132 2000

Level 1, Suite 3, 136 The Parade
Norwood SA 5067
corporations@munroproperty.com.au
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MINUTES OF THE ANNUAL GENERAL MEETING OF COMMUNITY PLAN 25458

Meeting In accordance with the Community Titles Act 1996

"The Conservatory" (R)
47 Hindmarsh Square, ADELAIDE, SA, 5000

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **18 November 2024**
TIME: **05:30 PM**
LOCATION: **Scots Church, 237 North Terrace, ADELAIDE, SA, 5000**
https://msteams.link/W8T1

Attendance

Lot 8	Massimiliano & Ana Cammarota	Electronic vote
Lot 9	Matthew Richard Huppatz & Andrew John Huppatz	Owner present
Lot 10	Scott & Julie Verco	Owner present
Lot 11	Ramon John Walton & Shui Bing Hui	Owner present
Lot 12	Ms Kym H Dixon	Owner present
Lot 14	Floyd Bruce Garrett & Sally-Anne Louise Garrett	Owner present
Lot 15	Ian Milton & Roslyn Kay Gooley	Owner present
Lot 16	Ashley Michelle Graham, John William Graham, Cheryl Anne Graham	Owner present
Lot 26	John Gerardo Perin	Owner present
Lot 27	Ms N Voin	Owner present
Lot 28	Peter G Barnes & Lynne Haysman	Owner present
Lot 30	Colin Moglia	Electronic vote
Lot 32	Andrew Kidman & Jane Kidman	Electronic vote
Lot 33	Mr RA & Mrs GM Kogler	Electronic vote
Lot 34	Lucy McCabe & Kate McCabe	Owner present
Lot 36	Donato John Donaldson	Electronic vote
Lot 38	Peter J & Ms Patricia M McCarthy	Owner present
Lot 40	Mr F & Ms D DeLuca	Owner present
Lot 43	Gary Ross Bennett and Alison J Bennett	Owner present
Lot 44	Mr Ingemar Boren	Owner present
Lot 45	Simone Mirita Zecevich	Owner present
Lot 47	Mr Goran I Boren	Owner present
Lot 52	Kieren Fitzpatrick	Electronic vote
Lot 53	Wang Xiao Wei	Electronic vote
Lot 54	Dean Leon Burrows & Kerry Ann Burrows	Electronic vote
Lot 56	Gordon Roger Knight	Owner present
Lot 57	P & J Zecevich	Owner present

Others in attendance
Jason Nash on behalf of Munro.

Apologies
Nil

Proxy Voting

In accordance with *The Community Titles Act 1993 Section 84(3),* proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Community Titles Act 1993 Section 84 (11)*

Lot 13	Rosalie Morris	Proxy Name: Kym Dixon
Lot 21	Colin Sydney Coleman & Rita Ing Eng Coleman	Proxy Name: Munro Property
Lot 22	Bruce Perks	Proxy Name: Munro Property
Lot 23	Joat Pty Ltd	Proxy Name: Munro Property
Lot 46	Christopher & Rosemary Mather	Proxy Name: Lyn Radzevicius
Lot 51	Wang Xiao Wei	Proxy Name: Munro Property

Quorum

In accordance with *The Community Titles Act 1996 Section 83(4)*, a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, 33 financial members were present, and the meeting opened at 05:35 PM.

MEETING OPENING, APPOINTMENT OF MEETING CHAIRPERSON & MINUTE SECRETARY

Resolved that Jason Nash of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a).*

Motion CARRIED.

Yes: 32	No: 0	Abstain: 1	Inv: 0

DECLARATION OF INTEREST

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting.

There were no declarations of interest.

CONFIRMATION OF PREVIOUS MINUTES

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5a),* that the minutes of the last Annual General Meeting held on the 14th of December 2023 be confirmed as a true record of the proceedings of that meeting.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 1	Inv: 0

ACCEPTANCE OF FINANCIAL STATEMENTS

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5(d))* and *The Community Titles Regulations 2011 Section 16,* that the full financial statements year ending 30th of September 2024 having been circulated, tabled and discussed be accepted as a true and accurate record of the Corporation's financial standings.

Motion CARRIED.

Yes: 32 No: 0 Abstain: 1 Inv: 0

APPOINTMENT OF BODY CORPORATE MANAGER

Resolved that Munro is to be appointed as manager of the Corporation in accordance with *The Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the management agreement.

SERVICES COVERED BY ANNUAL MANAGEMENT FEE

See Management Contract of Appointment

The Manager has the functions and duties provided for under the Act including:

Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;

- Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2.

Maintenance

- Arrange for minor (< $1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

General

- Generally, implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

Motion CARRIED.

Yes: 32 No: 1 Abstain: 0 Inv: 0

INSURANCE

Review of Insurance

As per *The Community Titles Act 1996 Section 103(1a,b) & (2(b,c))* the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials, in addition to the building or buildings divided by the strata plan. As per Section 104 of *The Community Titles Act 1996,* the Corporation must also hold fidelity guarantee cover and public liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

As per *The Community Titles Act 1996 Section 103 & 104*, the community insurance must be for the full cost of replacing the buildings or improvements on the common property and in the case of a strata scheme – the building or buildings divided by the strata plan. *The Community Titles Act 1996 Section 106(2)* states "a person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement."

In accordance with *The Community Titles Act 1996 Section 81(5, d, iiib)* and *The Community Titles Regulations 2011 Regulation 16*, the current insurance details for the corporation are as follows:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
CS0006125842	CHU Underwriting Agencies Pty Ltd	30 Apr 2025	Sum Insured	$90,590,000.00
			Loss of Rent/Temp Accom(15%)	$13,588,500.00
			Office Bearers Legal Liability	$2,000,000.00
			Voluntary Workers	$200,000.00 / $2,000.00
			Appeal Expenses	$100,000.00

			Catastrophe	$13,588,500.00
			Machinery Breakdown (Over 5Kw)	$500,000.00
			Common Area Contents	$905,900.00
			Public Liability	$50,000,000.00
			Fidelity Guarantee	$250,000.00
			Extended Cover-Rent/Temp Accommodation (15%)	$2,038,257.00
			Escalation in Cost of Temp Accommodation	$679,425.00
			Cost of Storage and Evacuation	$679,425.00
			Government Audit Costs	$25,000.00
			Legal Defence Expenses	$50,000.00
			Lot Owners Fixtures & Improvements	$250,000.00
			Flood	Excluded
TOTAL PREMIUM: $74,269.56				

The insurance policy is arranged through the primary corporation.

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

-

Landlords / Contents Insurance

Munro advises all owners that the Corporation's insurance does not cover the landlord or contents insurance. Each owner is responsible for ensuring that they have cover in place which suits their individual needs. The Corporation's policy also does not include public liability cover for individual units.

-

Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

There was discussion regarding the recent insurance claim brought about by a pipe burst in 13.06, with the owner of that unit disputing whether they should be liable for the claim excess of $5,000.

The manager explained that the excess is payable by the party responsible for the cause of the damage; in this case, a pipe belonging to an individual lot has burst, therefore the owner of the lot is liable for the excess. Had the pipe in question been a common pipe, the corporation would be responsible.

It was noted that in the past, when insurance excesses were $500, this would not be particularly contentious issue. With most policies now having excesses of $5,000 or even $10,000 however, it has become a point of debate.

It was agreed that the committee would consider this issue at the next committee meeting.

Alterations, Additions & Approvals

As of the agenda issuance, no applications have been submitted for consideration.

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:
(a) the erection, alteration, demolition or removal of a building;
(b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

COMMON PROPERTY MAINTENANCE

Cleaning & Caretaking
Members were happy to continue with Onsite Services. It was agreed that the committee should again purchase Christmas gifts for the cleaners as a thank you on behalf of all owners.

Lift Maintenance
It was noted that the drive belt on Lift #2 had been replaced.

Security
It was noted that the CCTV cameras had been installed in the foyer and the carpark entry.

Intercom
It was noted that the intercom upgrade had recently been completed, although there was still some confusion about its operation as there had been no simple instructions left with owners following installation. The manager advised that SA Electronics will be in touch with any owners having trouble with their intercom stations.

It was also noted that there were some cosmetic repairs required due to the differing shape and size of the new intercom screens inside the apartments. The committee and manager will investigate options for these repairs.

Pool & Gym
The manager advised that the hand grips on the treadmills were being regularly damaged and replaced. James from Onsite Services is investigating options for sturdier, more robust grips.

There was also a query from the floor as to whether an extra step could be added to the bottom of the pool ladder as the current lowest step is quite high to reach. The manager will look into options for this.

Letterboxes
Following a recent break-in attempt on the letterboxes outside the apartments, there was a query from the floor as to whether the letterbox bank could be moved inside. The committee and manager will investigate this option and source quotes if viable.

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of after-hours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

GENERAL BUSINESS

General Business

Ongoing Legal Action
The manager advised that the legal action between the owner of 18.02 and the primary corporation regarding the roof garden tiling and waterproofing was still ongoing. There had still been no determination as to whether the owner or corporation are responsible for the maintenance of the tiling and waterproofing.

Balcony Tiling Repairs
There was lengthy discussion about repairs required to several balconies on the building. The manager advised that one of the issues delaying the repairs is the still unanswered question as to who is responsible for the repairs. For the balconies to properly rectified, it requires all the tiling and screed to be removed right back to the slab, re-waterproofing, then re-screeding and re-tiling, ensuring correct falls toward the drains, which is of course an expensive exercise.

The manager will arrange further inspection and quotes for any affected balconies in the coming weeks through Magryn Engineers and will liaise with individual owners to have repairs carried out according to urgency and requirements.

It was noted that the balcony of 10.01 had recently been repaired as per the full scope required due to a significant inundation of water through to the commercial offices below, and further work was required to other 10th floor balconies, which also comprise a portion of the roof above the offices. While this work had been funded up front by the primary corporation to prevent any further damage to the commercial premises, ultimate liability for costs will be determined by the outcome of the ongoing court proceedings.

Member Register

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that may occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property.

BUDGET & CONTRIBUTIONS

Review & Acceptance of Administration Fund

Resolved, in accordance with *The Community Titles Act 1996 Section 116*, that the proposed administration budget and consequently the annual contributions being $660,000.00 + GST be accepted.

The manager advised that the increase to $660,000 represents an increase of just over 45% on the current levy amount. This is in the most part due to the increase in contributions toward the primary corporation, which had been left short of required funds from a combination of historic underfunding and increased recent costs such as high insurance premiums, as well as balcony and façade repairs.

Noting that is a significant increase, the manager offered those owners present the option to postpone this decision to an EGM at a later date to give them time to consider their vote. Owners present were happy to proceed with the vote immediately.

Motion CARRIED.

Yes: 31	No: 0	Abstain: 2	Inv: 0

Review & Acceptance of Sinking Fund

Resolved, in accordance with *The Community Titles Act 1996 Section 116*, that the proposed sinking fund budget and consequently the annual contributions being $67,291.10 + GST be accepted.

A community corporation requires a sinking fund under *The Community Titles Act 1996 Section 116 (3)*. Non-recurrent expenditure must be made from the sinking fund and all other recurrent expenditure of the corporation must be made from the administrative fund.

The sinking fund's purpose is not to offset recurrent expenditure of the Corporation (unless instructed so by the elected representatives) and is additional to the above administration budget.

Motion CARRIED.

Yes: 33	No: 0	Abstain: 0	Inv: 0

Contributions

Both contributions are to be divided by lot entitlement and paid in quarterly instalments.

UNPAID LEVIES POLICY

Approval of Debt Recovery Process for Arrears

Resolved as per *The Community Titles Act 1996 Section 114(8),* "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than $50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost $55.00).
- For levies unpaid 90 days after their due date and greater than $500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost $150.00).

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

Motion CARRIED.

Yes: 33	No: 0	Abstain: 0	Inv: 0

Approval of Recovery of Debt Collection Fees

Resolved unanimously that all fees incurred by the Corporation associated with the debt recovery process (including, but not limited to, solicitors' fees and court costs) will be payable by the owner, recovered by the action and applied to the lot owner's account.

As per *The Community Titles Act 1996*, a unanimous resolution cannot pass if any votes are cast against it. Members are advised that should the motion be defeated, it may hinder the Corporation's ability to recoup fees associated with debt recovery

Should the motion carry, all costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

Motion CARRIED.

Yes: 33	No: 0	Abstain: 0	Inv: 0

Interest Charged on Overdue Accounts

Resolved that the interest rate of 15% per annum remains in place and be applied to owners who fall in arrears with their payments.

As per *The Community Titles Act 1996 Section 14(b),* the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears."

Motion CARRIED.

Yes: 31	No: 1	Abstain: 1	Inv: 0

ELECTION OF OFFICE BEARERS

Resolved in accordance with *The Community Titles Act 1996 Section 76*, that the Corporation appoint the following office-bearers for the coming year:

Presiding Officer - Kym Dixon
Secretary - Lynne Haysman
Treasurer - Scott Verco

As per *The Community Titles Act 1996 Section 92*, If a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

Motion CARRIED.

Yes: 31	No: 0	Abstain: 2	Inv: 0

APPOINTMENT OF MANAGEMENT COMMITTEE

Resolved the appointment of a management committee comprised of the office-bearers as well as Bruce Garrett and Gary Bennett; and that the management committee be authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

The committee thanked outgoing member Andrew Kidman for his assistance throughout the year.

The Community Titles Act 1996 Section 92(2) states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 1	Inv: 0

APPOINTMENT OF PUBLIC OFFICER

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 1	Inv: 0

ENGAGEMENT OF AUDITOR

Resolved as per *The Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

Motion CARRIED.

Yes: 33	No: 0	Abstain: 0	Inv: 0

NEXT MEETING DATE & MEETING CLOSURE

To set the date and time for the next Annual General Meeting under consultation with the Presiding Officer.

Meeting Close

The meeting closed at 06:55 PM.

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
bc@munroproperty.com.au
www.munroproperty.com.au

Approved Budget
to apply from 01/10/2024

Community Corporation 25458 Inc.

"The Conservatory" (R), 47 Hindmarsh Square,
ADELAIDE SA 5000

Administrative Fund

	Approved budget
Revenue	
Insurance Claims	17,500.00
Interest on Arrears--Admin	150.00
Interest--Bank	180.00
Levies Due--Admin	660,000.00
Recovery--Owner	700.00
Recovery-Owner Fobs	900.00
Total revenue	679,430.00
Less expenses	
Admin - Contractor Compliance Management	226.32
Admin--Accounting--Tax Return	480.00
Admin--Auditors--Audit Services	800.00
Admin--Bank Charges--Account Fees	360.00
Admin--Consultant Fees	12,075.00
Admin--Consultant--BAS Prep. & Lodgement	600.00
Admin--Consultant--Comms/Data/Technology	2,000.00
Admin--Consultant--Meeting Fee	200.00
Admin--Consultant--Public Officer Fee	90.00
Admin--Levy Contribution--Primary Admin	247,625.00
Admin--Levy Contribution--Primary Sinking	195,495.00
Admin--Meeting Room Expenses	220.00
Maint Bldg--Building Repairs--General	2,500.00
Maint Bldg--Caretaking	32,000.00
Maint Bldg--Cleaning	65,000.00
Maint Bldg--Cleaning--Carpet/Furniture	2,000.00
Maint Bldg--Electrical--Repairs	2,000.00
Maint Bldg--Gym Equipment	1,500.00
Maint Bldg--Lift	2,500.00
Maint Bldg--Lift--Maintenance Contract	15,000.00
Maint Bldg--Lift--Registration Fees	1,442.00
Maint Bldg--Plumbing	2,000.00
Maint Bldg--Plumbing--Hot Water Service	2,000.00
Maint Bldg--Repairs--Doors & Windows	500.00
Maint Bldg--Rubbish Chute	500.00
Maint Bldg--Security--General	2,500.00
Maint Bldg--Security--Intercom	500.00
Maint Bldg--Security--Locks	200.00

Maint Bldg--Signs & Notice Boards	350.00
Maint Grounds--Pool	25,000.00
Maint Grounds--Pool Consumables	3,500.00
TAX	80.00
Utility - Emergency Services Levy	500.00
Utility--Council Rates	3,300.00
Utility--Electricity	20,000.00
Utility--Gas	35,000.00
Utility--Gas (Owner Recovery)	(35,000.00)
Utility--Water & Sewerage	2,000.00
Total expenses	647,043.32
Surplus/Deficit	32,386.68
Opening balance	(27,444.45)
Closing balance	$4,942.23
Total units of entitlement	13033
Levy contribution per unit entitlement	$55.70
Budgeted standard levy revenue	660,000.00
Add GST	66,000.00
Amount to raise in levies including GST	$726,000.00

Sinking Fund

	Approved budget
Revenue	
Interest on Investments--Sinking	8,500.00
Levies Due--Sinking	67,291.00
Total revenue	75,791.00
Less expenses	
Maint Bldg--Lift--Refurbishment/Upgrading	25,000.00
Total expenses	25,000.00
Surplus/Deficit	50,791.00
Opening balance	701,549.11
Closing balance	$752,340.11
Total units of entitlement	13033
Levy contribution per unit entitlement	$5.68
Budgeted standard levy revenue	67,291.00
Add GST	6,729.10
Amount to raise in levies including GST	$74,020.10

Adelaide Office
136 The Parade
Norwood
South Australia 5067

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Munro Property Group Pty Ltd
ABN 41 007 878 079

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Insurance RENEWED – Disclosure Advice

Monday, December 16, 2024

This document has been prepared in line with the Strata Community Association (SCA) Best Practice Guide on disclosure 2024

The insurance renewal for your corporation was PAID on: **06/11/2024**

Attached is:

- Insurance renewal certificate
- The SCA Best Practice Insurance Guide – Consumer Fact Sheet

Original Disclosure Date: **29/10/2024**

Special Notes	
Renewal Date Adjustment	NO
Endorsements	NO

Valuation	Date: 06/12/2022	Amount: $90,590,000.00	Valuer: QIA Group

In accordance with the recommendations set forth by the Strata Community Association Australia, we are required to provide all our clients with an Insurance Disclosure Form. This form is designed to give you comprehensive information about your current insurance policies, including coverage details, premiums, and commissions paid.

What You Need to Do:

1. **Review the Form:** Please take a moment to carefully review the attached Insurance Disclosure Form.
2. **Contact Us with Questions:** If you have any questions or require further clarification regarding the information provided, or refer to the attached Frequently Asked Questions page supplies by the SCA.

INSURANCE RENEWED DISCLOSURE

Name: Community Corporation 25455 Inc **Policy No: CS0006125842**

Period of Insurance: 30/10/2024 to 30/04/2025

	Insurance 2023	**Insurance 2024**
Building Sum Insured	$90,590,000.00	$90,590,000.00
Insurer	CHU Underwriting Agencies Pty Ltd	CHU Underwriting Agencies Pty Ltd
Total Premium	$72,820.10	$74,229.56

	Insurance 2023	**Insurance 2024**
Insurance Provider	CHU	CHU
Product Disclosure & Financial Services Link (s)	hhtps://chu.com.au	https://chu.com.au
1. Base Premium (includes commission)	$56,036.12	$59,770.32
2. Government Emergency Service Levy	Nil.	Nil.
3. Stamp Duty	$6,780.37	$7,332.21
4. Underwriting Agency Fee	$1,000.00	$1,000.00
5. Broker Fee	$3,000.00	$500.00
6. GST	$6,003.61	$6,127.03
Total insurance costs including GST	**$72,820.10**	**$74,229.56**
7. Commission	Undisclosed	Undisclosed
8. Allocation of Remuneration excluding GST		
Munro Property share of remuneration	0	0
Broker share of remuneration	100%	100%
Please list in detail here any other forms of remuneration related to this transaction.	**NONE**	
Please detail here any conflicts of interest that exist in the placement of this insurance and how they are managed.	**NONE TO REPORT**	
We, **Munro Property** prepared the information presented in the disclosure from the documents as supplied by **Honan Insurance Group** the Insurance Broker for the Corporation.. Signature: _____ Name: **Jason Nash** For and on behalf of Munro Property.		
Total Strata Insurance Remuneration	**$72,820.10**	**$74,229.56**

PREPARED BY MUNRO PROPERTY FROM THE DOCUMENTS SUPPLIED BY Honan Insurance Group

Commercial Property
Sales & Marketing
Leasing
Management

Residential Property
Sales & Marketing
Leasing
Management

Body Corporate
Management
Consulting

Property Trust
Acquisitions
Administration

Property Development
Strategic Planning
Feasibilities
Project Marketing
Joint Ventures

Best Practice – Strata Insurance Disclosure

Consumer Fact Sheet

What is Best Practice for strata insurance disclosure, and what is SCA doing for consumers?

- **Building understanding** – To ensure strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.
- **Positive consumer outcomes** – To improve relationships, conversations, understanding and outcomes for consumers of strata insurance.
- **Transparency and choice** – To raise the bar of strata insurance transparency, choice and communication.
- **Timely communication** – To provide clear and timely communication, with a minimum of three touch points for communication of strata insurance placement between strata manager and committee – at time of quote, invoice and the AGM.
- **Concise information** – To provide clear and concise information that explains in simple terms the roles and responsibilities of the strata manager, broker and insurer and the strata insurance process.
- **Remuneration disclosure** – FAQs and information about who is paid what, and why, in dollar values and included with invoices, quotes and at the AGM.

SCA's 3 Principles of Best Practice Strata Insurance Disclosure

SCA members will be delivering transparent, timely clear information to consumers based on the following three principles:

DISCLOSE

Strata committees can clearly see what actions are being taken, the parties involved and all remuneration for their insurance policy.

DOCUMENT

Strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.

COMMUNICATE

Strata committees receive clear, timely, accurate information about their insurance policy.

Standardisation of the information provided on quotes and invoices, such as on the SCA template below, will ensure that strata committees are provided with transparent, timely information to inform their choices.

Invoice template

Itemised Insurance Costs	Previous year *Name*	Current year *Name*
Base Premium Gross (includes commission if applicable)		
ESL or FSL		
Stamp Duty		
Underwriting Agency Fee		
Broker Fee		
GST – all items		
Total insurance costs including GST		
Commission		
Allocation of strata insurance remuneration (where applicable) • Strata manager • Broker		
Conflicts of interest		
Best interests declaration		
Total strata insurance remuneration		

Best Practice – Strata Insurance Disclosure

Consumer Fact Sheet - FAQ

strata community association®

What do strata managers do in relation to strata insurance and why do they receive remuneration?

Strata managers undertake or participate in 47 different services in relation to strata insurance to their clients, including, but not limited to:

- Quotation
- Procurement
- Placement and renewal
- Claims management
- Insurance record keeping
- Correspondence
- Negotiation and liaison
- Advice based on insurance knowledge

The value of strata manager and insurance brokers in the insurance process

- The knowledge and experience the strata manager holds of the insurance landscape as well as the building is an asset to the strata committee and the policy outcome.
- Increased legislative and regulatory requirements, along with buildings which are often complex, mean strata manager and broker expertise is incredibly valuable.
- Insurance brokers provide general and personal advice, drawing on their specialist skills and working closely with the strata manager when involved.
- Specialist brokers work to understand the unique aspects of the building being insured and provide a tailored quote based on the building's particular set of circumstances.

What is strata insurance remuneration?

Strata insurance remuneration is the total value of the remuneration paid to the parties involved in the process of insuring a strata building.

Who is paid strata insurance remuneration?

The two most common parties who receive remuneration will be the strata manager and the insurance broker, however who receives remuneration is based on the arrangement the strata committee chooses:

- Many use a strata manager who works closely with one or more insurance brokers.
- Some contact an independent broker to aid their insurance choice.
- Some strata communities choose to take out insurance directly with insurers.

Do strata communities have choice about remuneration models?

Yes. Strata communities have the choice of several remuneration models, and it is advisable if they wish to alter their current remuneration model to discuss it with their strata manager to fully understand their personal circumstances.

Are all parties who are remunerated as part of the insurance process listed in this section?

Yes. No matter which remuneration model is chosen, all parties who are involved in the insurance process will usually receive remuneration, and you will receive details about how much remuneration they receive.

What about potential conflicts of interest or business arrangements?

If any parties to the insurance process have conflicts of interest, or are receiving other remuneration as part of the transaction, they will list it clearly.

Scan this code to access the guide.

MUNRO™ Property Group Pty Ltd
ABN 41 007 878 079

t 08 8132 2000

Level 1, Suite 3, 136 The Parade
Norwood SA 5067
corporations@munroproperty.com.au
munroproperty.com.au

MINUTES OF THE ANNUAL GENERAL MEETING OF COMMUNITY PLAN 25458

Meeting In accordance with the Community Titles Act 1996

"The Conservatory"
47 Hindmarsh Square, ADELAIDE, SA, 5000

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **14 December 2023**
TIME: **06:00 PM**
LOCATION: **Scots Church, 237 North Terrace, Adelaide, SA, 5000**
https://msteams.link/JHQ0

Attendance

Lot 8	Massimiliano & Ana Cammarota	Electronic vote
Lot 9	Matthew Richard Huppatz & Andrew John Huppatz	Electronic vote
Lot 10	Scott & Julie Verco	Owner present
Lot 11	Ramon John Walton & Shui Bing Hui	Owner present
Lot 12	Ms Kym H Dixon	Owner present (pre-voted)
Lot 15	Ian Milton & Roslyn Kay Gooley	Owner present (pre-voted)
Lot 16	Ashley Michelle Graham, John William Graham, Cheryl Anne Graham	Owner present
Lot 18	Mr Livio & Mrs P Chiali	Owner present
Lot 19	Janelle Kaye Baron	Owner present (pre-voted)
Lot 21	Colin Sydney Coleman & Rita Ing Eng Coleman	Electronic vote
Lot 22	Bruce Perks	Owner present
Lot 24	Patricia Anne Quealey	Electronic vote
Lot 25	Karen Karpinski	Electronic vote
Lot 28	Peter G Barnes & Lynne Haysman	Owner present
Lot 29	Phil R Jackson	Electronic vote
Lot 30	Colin Moglia	Owner present
Lot 32	Andrew Kidman & Jane Kidman	Owner present
Lot 33	Mr RA & Mrs GM Kogler	Electronic vote
Lot 34	Mr John Boully	Owner present
Lot 35	Joe W P Walker	Electronic vote
Lot 38	Peter J & Ms Patricia M McCarthy	Owner present (pre-voted)
Lot 40	Mr F & Ms D DeLuca	Owner present
Lot 43	Gary Ross Bennett and Alison J Bennett	Owner present
Lot 46	Christopher & Rosemary Mather	Electronic vote
Lot 52	Mr Neil W McKay	Electronic vote
Lot 54	Dean Leon Burrows & Kerry Ann Burrows	Electronic vote
Lot 56	Gordon R Knight	Owner present
Lot 57	P & J Zecevich	Owner present

Others in attendance
Jason Nash on behalf of Munro.

Apologies
Nil

Proxy Voting

In accordance with *The Community Titles Act 1993 Section 84(3),* proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Community Titles Act 1993 Section 84 (11)*

Lot 13	Rosalie Morris	Proxy Name: Kym Dixon
Lot 23	Joat Pty Ltd	Proxy Name: Munro Property
Lot 44	Mr Ingemar Boren	Proxy Name: Proxy given to Kym Dixon
Lot 47	Mr Goran I Boren	Proxy Name: Proxy given to Ingemar Boren

Quorum

In accordance with *The Community Titles Act 1996 Section 83(4)*, a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, 32 financial members were present, therefore the meeting opened at 06.00 PM. A quorum was declared as per The Community Titles Act 1996, Section 83(5(c)).

Meeting Opening, Appointment of Meeting Chairperson & Minute Secretary

Resolved that Jason Nash of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a).*

Motion CARRIED.

Yes: 32	No: 0	Abstain: 0	Inv: 0

Declaration of Interest

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting.

There were no declarations of interest recorded.

Confirmation of Previous Minutes

Resolved in accordance with *The Community Titles Act 1996 Section 81(5a)* that the minutes of the last Annual General Meeting held on the 14th of December 2022 be confirmed as a true record of the proceedings of that meeting.

Motion CARRIED.

Yes: 31	No: 0	Abstain: 1	Inv: 0

Acceptance of Financial Statements

Resolved in accordance with *The Community Titles Act 1996 Section 81(5(d))* and *The Community Titles Regulations 2011 Section 16*, that the full financial statements year ending 30th of September 2023 having been circulated, tabled, and discussed be accepted as a true and accurate record of the Corporation's financial standings.

Motion CARRIED.

Yes: 32 No: 0 Abstain: 0 Inv: 0

Appointment of Body Corporate Manager

Resolved that Munro is to be appointed as manager of the Corporation in accordance with *The Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the management agreement.

SERVICES COVERED BY ANNUAL MANAGEMENT FEE

See Management Contract of Appointment

The Manager has the functions and duties provided for under the Act including:

Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

Maintenance

- Arrange for minor (< $1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

General

- Generally, implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 0	Inv: 0

Election of Office Bearers

Resolved that the following office-bearers be appointed for the coming year:

Presiding Officer - Kym Dixon
Secretary - Lynne Haysman
Treasurer - Scott Verco

As per *The Community Titles Act 1996 Section 92*, If a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 0	Inv: 0

Appointment of Management Committee

Resolved the appointment of a management comprised of the office bearers, along with Bruce Garrett and Andrew Kidman.

Resolved that the committee management committee be authorised to give consent for each occurrence of unplanned maintenance work, that may occur throughout the year.

The Community Titles Act 1996 Section 92(2) states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Management committees are authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

Motion CARRIED.

Yes: 31 No: 0 Abstain: 1 Inv: 0

Review of Insurance

As per *The Community Titles Act 1996 Section 103(1a,b) & (2(b,c))* the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials, in addition to the building or buildings divided by the strata plan. As per Section 104 of *The Community Titles Act 1996,* the Corporation must also hold fidelity guarantee cover and public liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

As per *The Community Titles Act 1996 Section 103 & 104*, the community insurance must be for the full cost of replacing the buildings or improvements on the common property and in the case of a strata scheme – the building or buildings divided by the strata plan. *The Community Titles Act 1996 Section 106(2)* states "a person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement."

The corporation's insurance is arranged through the primary corporation 25455 Inc.

A valuation was carried out by QIA in December 2022, with the insurable sum as $90,590,000.

In accordance with *The Community Titles Act 1996 Section 81(5, d, iiib)* and *The Community Titles Regulations 2011 Regulation 16*, the current insurance details for the corporation are as follows:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
93209119	CHUBB INSURANCE COMPANY OF AUSTRALIA	31 Jan 2024	Sum Insured	$90,590,000.00
			Loss of Rent/Temp Accom(15%)	$26,863,200.00

			General Liability	$50,000,000.00
			Crime Insurance	$400,000.00
			Office Bearers Legal Liability	$2,000,000.00
			Voluntary Workers	$500,000.00
			Appeal Expenses	$150,000.00
			Catastrophe	$26,949,000.00
			Machinery Breakdown (Over 5Kw)	$200,000.00
TOTAL PREMIUM: $0.00				

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

Landlords / Contents Insurance

Munro advises all owners that the Corporation's insurance does not cover the landlord or contents insurance. Each owner is responsible for ensuring that they have cover in place which suits their individual needs. The Corporation's policy also does not include public liability cover for individual units.

Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

Alterations, Additions & Approvals

As of the agenda issuance, no applications have been submitted for consideration.

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:
(a) the erection, alteration, demolition, or removal of a building;
(b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

Common Property Maintenance

As per *The Community Titles Act Section 75(1(b))* it is the responsibility of the Corporation to carry out repairs and maintenance to the common property and ensure that its integrity is maintained.

Emergency Works
In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of afterhours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

Cleaning / Caretaking
Owners were happy to continue with the service of Onsite Services. The manager will speak to the supervisor about some minor observations.

Bin Chute, 14th Floor.
It was noted that the 14th floor bin chute door was still in need of repair and difficult to close. The manager advised that there had been some difficulty in finding a contractor to carry out the repair without an exorbitant and disproportionate cost. A contractor had been engaged who can repair the door relatively simply, but had not yet scheduled the work in.

The manager was asked to advise all 14th floor residents to ensure they take the time to close the chute door properly.

Carpark Cleaning
It was noted that the carpark cleaning would be taking place in February / March 2024. The manager will coordinate the carpark cleaning to take place at the same time as the window cleaning and will ensure the bollards and barriers are also cleaned.

Carpark Linemarking
The manager will coordinate with the primary corporation management to have the carpark linemarking carried out in early 2024.

Gym Lighting
It was noted that some of the fluoro light fittings in the gym were damaged and required replacing. The manager advised that the caretaker was aware and was arranging repair.

Window Cleaning
The manager will ensure that the window cleaners carry out spider and pest treatment at the next clean.

CCTV Installation
The manager will again follow up with SA Electronics regarding the installation of the security cameras in the foyer and carpark entrance.

Balcony Tiling
The owners of Apt. 11.01 advised that there were some noticeable cracks on the edge of that apartment's balcony. The manager will arrange an engineer to inspect.

There was also lengthy discussion regarding the ongoing balcony tiling and waterproofing issues, particularly in relation to the 18th floor roof gardens and 10th floor balconies, which are also the roof of the commercial offices below. Engineering reports had been finalised and quotes for repair tended, which were to be discussed and acted upon at the upcoming primary AGM.

Water Leaks and Isolation Valves
There was discussion regarding the investigation and repair of water leaks and the subsequent damage to walls and ceilings. The manager advised that it is often a lengthy process, involving destructive investigation and lots of trial and error. There are many kilometres of pipework throughout the building, most of it not readily accessible.

Owners should also note that the isolation valves for their apartments are inside ceiling hatches in the bathroom or laundry areas. All owners and residents should make themselves aware of exactly where the isolation valves before it becomes an urgent search.

General Business

Balcony and Roof Tiling, Ongoing Action

- The claim of the owner of 18.02 against the primary corporation is ongoing and is listed for a further direction hearing in the District Court in March 2024.
- The corporation is being represented by Wotton Kearney, appointed by the corporation's insurer, Chubb.
- Engineering investigations were carried out on several balconies earlier in the year, with defects noted on many of them.
- It is still to be determined who is responsible for the repair of these defects. This may also depend on the nature of the defects.
- Tender comparison carried out by Magryn Engineers for repairs to roof gardens and three 10th floor balconies, with the most competitive quote being around $470,000.

Use of Gym / Pool Facilities by Guests & Visitors

- Following some recent instances, a reminder to all owners and residents that they cannot invite friends into the building just to use the gym or pool. Bonafide guests staying with residents may use the common facilities (maximum 2 at a time), but must be accompanied at all times by the resident/s.

BUDGET & CONTRIBUTIONS

Review & Acceptance of Administration Fund

*Note - as at the time of the agenda distribution, the primary corporation AGM had not been held, and thus a primary budget not yet approved. Figures may be subject to change.

The contribution proposed below represents a 10% increase on last year's contribution.

Resolved in accordance with *The Community Titles Act 1996 Section 116,* that the proposed administration budget and consequently the annual contributions being $453,968.00 + GST be accepted.

Motion CARRIED.

Yes: 30	No: 0	Abstain: 2	Inv: 0

Review & Acceptance of Sinking Fund

Resolved in accordance with *The Community Titles Act 1996 Section 116,* that the proposed sinking fund budget and consequently the annual contributions being $67,291.00 + GST be accepted.

Motion CARRIED.

Yes: 31	No: 0	Abstain: 1	Inv: 0

Contributions

Both contributions are to be divided by lot entitlement and paid in quarterly instalments.

Forward Budget

A revised sinking fund report is being arranged through the primary corporation. Future capital expenditure will be budgeted for according to the report.

Approval of Debt Recovery Process for Arrears

Defeated unanimously as per *The Community Titles Act 1996 Section 114(8),* "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

<u>Process for Collection of Unpaid Contributions</u>

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than $50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost $55.00).
- For levies unpaid 90 days after their due date and greater than $500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost $150.00).
- Any and all additional solicitors' costs will be payable by the owner.

All costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

Interest Charged on Overdue Accounts
As per *The Community Titles Act 1996 Section 14(b)* the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in

arrears." The Corporation to confirm that the interest rate of 15% per annum remain in place and be applied to owners who fall in arrears with their payments.

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 0	Inv: 0

Appointment of Public Officer

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 0	Inv: 0

Engagement of Auditor

Resolved as per *The Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

Motion CARRIED.

Yes: 32	No: 0	Abstain: 0	Inv: 0

Member Register

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that my occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property Group.

Next Meeting Date & Meeting Closure

The next AGM will be held in early-mid December 2024. Details will be confirmed closer to the time.

Meeting Close

The meeting closed at 07:24 PM.

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
bc@munroproperty.com.au
www.munroproperty.com.au

Approved Budget
to apply from 01/10/2023

Community Corporation 25458 Inc.

"The Conservatory", 47 Hindmarsh Square,
ADELAIDE SA 5000

Administrative Fund

	Approved budget
Revenue	
Interest on Arrears--Admin	150.00
Interest--Bank	180.00
Levies Due--Admin	453,968.00
Total revenue	454,298.00
Less expenses	
Admin - Contractor Compliance Management	226.32
Admin--Accounting--Tax Return	480.00
Admin--Auditors--Audit Services	800.00
Admin--Bank Charges--Account Fees	360.00
Admin--Consultant Fees	12,075.00
Admin--Consultant--BAS Prep. & Lodgement	600.00
Admin--Consultant--Comms/Data/Technology	2,000.00
Admin--Consultant--Meeting Fee	200.00
Admin--Consultant--Public Officer Fee	90.00
Admin--Levy Contribution--Primary Corporation	241,608.00
Admin--Meeting Room Expenses	220.00
Maint Bldg--Building Repairs--General	2,500.00
Maint Bldg--Caretaking	32,000.00
Maint Bldg--Cleaning	65,000.00
Maint Bldg--Cleaning--Carpet/Furniture	2,000.00
Maint Bldg--Electrical--Repairs	2,000.00
Maint Bldg--Gym Equipment	1,500.00
Maint Bldg--Lift	2,500.00
Maint Bldg--Lift--Maintenance Contract	15,000.00
Maint Bldg--Lift--Registration Fees	1,442.00
Maint Bldg--Plumbing	2,000.00
Maint Bldg--Repairs--Doors & Windows	500.00
Maint Bldg--Rubbish Chute	500.00
Maint Bldg--Security--General	2,500.00
Maint Bldg--Security--Intercom	500.00
Maint Bldg--Security--Locks	200.00
Maint Bldg--Signs & Notice Boards	350.00
Maint Grounds--Pool	25,000.00
Maint Grounds--Pool Consumables	3,500.00
TAX	80.00
Utility - Emergency Services Levy	500.00

Utility--Council Rates	3,300.00
Utility--Electricity	20,000.00
Utility--Gas	35,000.00
Utility--Gas (Owner Recovery)	(35,000.00)
Utility--Water & Sewerage	2,000.00
Total expenses	443,531.32
Surplus/Deficit	10,766.68
Opening balance	66,323.85
Closing balance	$77,090.53
Total units of entitlement	13033
Levy contribution per unit entitlement	$38.32
Budgeted standard levy revenue	453,968.00
Add GST	45,396.80
Amount to raise in levies including GST	$499,364.80

Sinking Fund

	Approved budget
Revenue	
Interest on Investments--Sinking	8,500.00
Levies Due--Sinking	67,291.00
Total revenue	75,791.00
Less expenses	
Maint Bldg--Lift--Refurbishment/Upgrading	25,000.00
Maint Bldg--Security	15,000.00
Total expenses	40,000.00
Surplus/Deficit	35,791.00
Opening balance	647,465.36
Closing balance	$683,256.36
Total units of entitlement	13033
Levy contribution per unit entitlement	$5.68
Budgeted standard levy revenue	67,291.00
Add GST	6,729.10
Amount to raise in levies including GST	$74,020.10

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE	BY-LAWS Development No 020/C021/07

CONSERVATORY ON HINDMARSH SQUARE

BYLAWS

COMMUNITY CORPORATION NO. 25458 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

SECONDARY COMMUNITY DIVISION

CONSERVATORY ON HINDMARSH SQUARE

This is the copy of the by-laws referred to in the attached certificate.

Signed:

Verco

.....

Julie Verco, Presiding Officer

Date: 27.10.11

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE	BYLAWS Development No 020/C021/07

COMMUNITY CORPORATION 25458 INC
THE CONSERVATORY

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COMMUNITY CORPORATION 25458 INC
THE CONSERVATORY

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COMMUNITY CORPORATION 25458 INC
THE CONSERVATORY

COMMUNITY TITLES ACT
BYLAW
COMMUNITY TITLES NO. 25458 INC

IMPORTANT NOTICE

These Bylaws bind the Community Corporation, the owners of the Community Lots and any person entering the Community parcels.

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

PART 1 – DEFINITIONS

1. BYLAW 1 – DEFINITION

The definitions an interpretations set out herein and set out in section 3 of the Community Titles Act 1996 shall apply to these Bylaws and unless the context otherwise requires, the expressions:

1.1. "the **Act**" means the Community Titles Act 1996 amended;

1.2. "**Builder**" means the builder appointed by the Developer to construct the Building;

1.3. "**Building**" means the building comprising the Community Parcel;

1.4. "**Common Property**" means the Common Property created by Secondary Community Plan No. 25458;

1.5. "**Corporation**" means Secondary Community Corporation No 25458 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent servant, contractor or representative of the corporation appointed in writing;

1.6. "**Community Parcel**" means the whole of the land comprised in Secondary Community Plan No. 25458;

1.7. "**Developer**" means Conservatory on Hindmarsh Square Pty Ltd;

1.8. "**Lot**" means a Community Lot comprised in Secondary Community Plan No. 25458;

1.9. "**Lot Holder**" means the owner of a lot;

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

1.11. "**Key**" means the key to the Apartment door;

1.12. "**Fob**" means the security access fob to the front door and lifts;

1.13. "**Garage Remote**" means the remote that enables car parking entry and exit;

1.14. "**Pool Gym Access Fob**" means the security access fob to the pool and gym areas.

PART 2 – MANDATORY BYLAWS

2. BYLAW 2 – RESPONSIBIILITY OF CORPORATION

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

2.2. The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.

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

2.4. The Corporation must maintain and retain all items installed in or about the Common Property as part of the Development comprising the Community Scheme which have been incorporated into the design of the Development which pertain to the following matters:

2.4.1 Energy Efficient Design, and

2.4.2 Minimisation of
(a) Energy Consumption
(b) Mains water usage
(c) Water to landfill
(d) Greenhouse gas emissions

and may only replace such items with like items or items which maintain or enhance the environmental sustainability and management of the Common Property.

PART 3 – COMMUNITY PARCEL

3. BYLAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY

The Common Property is subject to the Act and these Bylaws for the common use and enjoyment of the residents in the community scheme and their visitors.

3.1. Residential Tenancy: When an owner leases their property to a tenant, the tenant now becomes the occupier of the property. It is therefore inherent that the owner has subjugated their rights to the use and enjoyment of the common property (including the pool and gym area and car parking), to the occupier. This means that the owner is not permitted to use the common property unless they are a visitor of the occupier, and is accompanied by the occupier.

3.2. All Occupiers: Any visitors/guests (maximum of 2 guests per occupier) of the occupier wishing to use the common property (pool and gym and car parking) must be accompanied by the occupier at all times. The occupier is responsible for the compliant behaviour of their guests and for any repairs of damages caused by their guests.

4. BYLAW 4 – USE OF SWIMMING POOL & GYM

The Corporation is responsible for the pool, gymnasium, spa and steam room.

The operating hours for these facilities is from 5am to 10pm and there are generally no requirements for booking of these facilities.

General rules for usage of each of the areas are as follows:
All users must be appropriately attired to access the pool and gym areas and when accessing lifts to egress to own apartment.

Pool:

- Children under 16 must be accompanied by an adult whilst within the pool area.
- You may bring guests to the pool but there is a limit of 2 guests per occupier.
- You must shower before using the pool.
- For the safety of all, running, diving, bombing and pushing is not permitted.
- Drugs, alcohol, food and drinks are not permitted.
- Smoking is not permitted.
- Glassware of any description is not permitted in the pool area.

Gym:

- Children under 16 and guests are not permitted to access the gymnasium.
- For consideration of others, a time limit of 30 minutes per machine is imposed.
- Towels must be used on all equipment.
- Users must be appropriately attired and wear shoes at all times.
- The equipment must not be removed from the gymnasium area.
- To gain access to the pool or the gym, simply present your access fob to the reader adjacent to the door during hours of opening.
- All users of gym equipment must use the supplied sanitiser to clean equipment after use.

5. BYLAW 5 – PROHIBITED ACTIVITIES – COMMUNITY PARCEL

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

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

5.2. make or allow their visitors to make undue noise in or about the Community Parcel;

5.3. interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;

5.4. be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another lot or the Common Property;

5.5. use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;

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

5.7. disobey any reasonable directions or requests from an officer of the Corporation;

5.8. use any portion of the Lots as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services except as a home office with the consent of the relevant Council and otherwise in compliance with these Bylaws;

5.9. carry, use, discharge or expose any firearm, explosive, fireworks, air gun or other weapon on the Community Parcel;

5.10. obstruct any person's lawful access to any lot or to the Common Property;

5.11.

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

5.11.2 The following penalties shall apply in respect of a contradiction of this Bylaw 5.11;

- First breach - $50.00 or such greater amount as the Corporation shall determine from time to time
- Second breach $100.00 or such greater amount as the Corporation shall determine from time to time
- Third offence – the maximum penalty prescribed under the Act
- Fee to remove wheel clamp – maximum penalty prescribed under the Act.

5.12. Rollerblade, roller skate or ride a skateboard;

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

5.14. Take any boat, surfboard or sailboard in any lift, corridor of foyer forming part of the common area;

5.15. Install or permit to be installed any audible security alarm or siren other than a smoke alarm;

5.16. Use on the Community Parcel any item comprising or containing a sub-woofer or speaker at a level exceeding 80Dba;

5.17. Place any item of furniture on any external balcony other than an item of furniture designed and intended for outdoor use; and

5.18. Hang any painting or other wall hanging or other object on the walls or other part of any external balcony.

5.19. Place any pot plants on any external balcony other than pots which are charcoal in colour.

PART 4 – COMMON PROPERTY

6. BYLAW 6 – PROHIBITED ACTIVITIES

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

6.1. Camp or sleep overnight;

6.2. Play any game in such a manner as to interfere with the safety or comfort of any other person;

6.3. Perform the work or repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activities) provided that this paragraph shall not extend to running repairs in the case of breakdown;

6.4. Carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;

6.5. Carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon; and

6.6. Obstruct any corridor, hallway, passage or other access way.

7. BYLAW 7 – ACCESS LICENCE

The Corporation will enter into an agreement with the Developer and the Builder pursuant to which the Corporation will grant:

7.1. The Developer and its authorised agent the right to access the Building and the Common Property to carry on the marketing of unsold lots involving among other things placing signs and other marketing material on lots which are unsold and the Common Property ("Marketing Activities"); and

7.2. The developer and the Builder (and their respective contractors) access to the Common Property to carry out rectification and repair works ("Repair Works"). Neither the Corporation nor any owner or Occupier of a Lot will make any objection or bring any claim or action against either the Developer or the Builder as a consequence of anything connected with:

7.2.1. The Repair Works and any access rights exercised by the Developer or the Builder in respect of them and any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from the repair works; or

7.2.2. The Marketing Activities and any access rights exercised by the Developer in respect of the Marketing Act exercised by the Developer in respect of the Marketing Activities and any inconvenience that may result from them.

PART 5 – USE OF COMMUNITY LOTS

8. BYLAW 8 – USE OF LOTS (Apartment, balcony, car parks and storage cage)

A person is bound by these Bylaws:

8.1. Must not use the Lot, or permit the lot to be used, for any unlawful purpose or for any purpose inconsistent with the Scheme Description;

8.2. Must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or Bylaw there under for the time being in force;

8.3. The Corporation shall be permitted by each Lot Holder or Occupier and shall have the right at all reasonable times and on giving the Lot Holder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

8.3.1. To inspect the Lot;

8.3.2. To carry out maintenance repairs or work; and

8.3.3. To enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these Bylaws are being observed;

8.4. Must pay upon all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;

8.5. Must, subject to the Act and these Bylaws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;

8.6. Must, if requested by the Corporation, trust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;

8.7. Must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the provision of Bylaw;

8.8. Must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and

without limiting the generality of the foregoing the Lot Holder or Occupier of the Lot shall ensure all the fire, security and garage doors are kept locked or secure in an operation state (as they case may be) when not in immediate use;

8.9. Must not use or permit to be used any barbecue other than a gas barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;

8.10. Must take every responsible precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

8.11. Must surrender all keys or access cards belonging to the Lot or the Building to the new owner upon the sale of the Lot, and must secure the same undertaking from the tenant to the owner, upon any termination of tenancy.

8.11.1. Must not authorise the production of more than 4 sets of lot keys and security devices and access fobs regardless of tenancy requirements (i.e. a maximum of 4 sets of keys, security devices and access fobs only per lot owner). All keys and security devices must be registered and recorded with the Corporation by contacting the property manager.

8.12. Must not store bicycles, boats, sailboards, surfboards and other outdoor recreation or equipment in the Lot. Such items must be stored in a Lot subsidiary (but not a balcony Lot subsidiary);

8.13. Must not use a high pressured water spraying device to clean the balcony of the Lot provided that the use of a garden hose for the purpose of watering plants on the balcony of Lot shall be permitted;

8.14. Must not display "for let" or "for sale" or other such signs on or about the Lot;

8.15. Must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;

8.16. Must not conduct a garage sale on the Lot or a Lot subsidiary;

8.17. Must not store any material on top of the storage cages;

8.18. Shall not move or relocate the bolster in the subsidiary car park lots without the consent of the Corporation;

8.19. Shall not store any items other than a motor vehicle between the bolster and the wall/glass of the car park lots, provided that the other motor vehicle does not encroach on common property.

9. BYLAW 9 – BUILDING WORKS AND CORPORATION'S APPROVAL

9.1. The owner or occupier of a Lot must not undertake any building works within or about or relating to a Lot unless:

9.1.1. All requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the secretary of the Corporation;

9.1.2. Such works are undertaken strictly in accordance with those permits approvals and consents referred to in Bylaw 9.1.1 ; and

9.1.3. Such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Occupiers of Lots; provided that this bylaw 9.1 shall not apply to the Developer or any occupier of a lot owned by the Developer in relation to any lots owned by the Developer.

9.2. The owner or Occupier of a Lot must not proceed with any such works until the owner or Occupier:

9.2.1. Submits to the Corporation plans and specifications of any works proposed by the owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

9.2.2. Supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and compatible with the overall services to the Building and the individual floors;

9.2.3. Receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation's approval must be paid by the Corporation or Occupier; and

9.2.4. Pays the costs referred to in Bylaw 9.2.3 to the Corporation.

9.3. The Owner or Occupier of a Lot must ensure that the Corporation or Occupier and the owner's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Corporation concerning the method of building operations, means of access, use of common areas and on site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

9.4. The owner or Occupier of a Lot must ensure the owner of Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

9.4.1. Building materials must not be stacked or stored in the front side or rear of the Building;

9.4.2. Scaffolding must not be erected on the Common Property of the exterior of the Building;

9.4.3. Construction work times must comply with the local laws of the City of Adelaide;

9.4.4. The exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state; and

9.4.5. Construction vehicles and construction worker's vehicles must not be brought into or parked in the Common Property.

9.5. Before any of the owner's or Occupier's works commence the owner or Occupier must:

9.5.1. Cause to be affected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Corporation; and

9.5.2. Deliver a copy of the policy and certificate of currency in respect of the policy to the Corporation.

9.6. Access shall not be available to other Lots on the plan or Common Property for installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Body corporate in the case of Common Property.

9.7. The owner or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property or the service or therein which are caused by such works and, if the owner or Occupier fails to immediately do so, the body corporate may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor or Occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying.

9.8. The owner or Occupier of a Lot must for with make good any damage resulting from such works or, if the body corporate elects to make good any damage itself reimburse to the body corporate the cost of making good any such damage.

9.9. This Bylaw does not apply to the Developer for so long as the works comprising the construction of the development on the Community Parcel are being undertaken and completed including the undertaking of any Repair Works.

9.10. If alterations to internal floor finishes are approved by the Corporation pursuant to Bylaw 9.1 the acoustic rating in respect of such altered floor finishes must exceed the requirements of the Building Code of Australia.

9.11. If the owner or Occupier of a Residential Lot elects to have fitted window treatments it must ensure that all such window treatments have fitted to them a white backing facing the exterior of the Lot. If the owner or occupier of a Residential Lot elects to fit window treatments than as a minimum the windows must have fitted to them a Verosol roller blind or equivalent that are manual chain or automatically operated as per the Verosol roller blind, the specifications of which are approved by the Corporation. No other window treatments visible from outside a Residential Lot are permitted including without limitation curtains, drapes or wooden louvers.

10. BYLAW 10 – SATELLITE DISHES

The owner or Occupier of a Lot must not without the Corporation's approval erect a satellite dish on a Lot and if such approval is obtained such satellite dish must be concealed from view.

COMMUNITY CORPORATION 25458 INC
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11. BYLAW 11 – OWNER OF LOT MUST MAINTAIN AND REPAIR

11.1. The owner of a Lot must maintain and keep in good repair Buildings and structural improvements to the Lot.

11.2. The owner of a Lot must carry out any work ordered by a council or other public authority in respect of the Lot.

11.3. The owner of a Lot must carry out any work required by the Corporation in respect of the Lot.

11.4. The owner of a Lot shall be responsible to maintain repair and replace the air conditioning equipment including the condenser servicing the owner's Lot.

12. BYLAW 12 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY

12.1. The Occupier of a Lot must keep the Lot in a clean and tidy condition.

12.2. The Occupier of a Lot must:

12.2.1. Store garbage in an appropriate container that prevents the escape of unpleasant odours; and

12.2.2. Comply with any requirements of Council for the disposal of garbage.

13. BYLAW 13 – MOVING ARTICLES TO AND FROM LOTS

The Lot Holder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from the Lot:

13.1. Goods or furniture may be delivered to and from the Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and under the supervision of the Corporation;

13.2. Goods or furniture being moved to or from the Lot shall only be carried in the lift installed in the Building (if any) designated for the purpose of carrying goods or furniture (the "Goods lift") but in carrying the goods or furniture in the goods lift priority shall at all times be given to passenger traffic;

13.3. Before goods or furniture are carried in the Goods lift the sides of the Goods lift shall be covered in such manner as the Corporation shall direct to prevent scratching or damage;

13.4. Goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lot Holder; and

13.5. Appropriate measures must be taken to ensure that the security of the Building is maintained at all times while goods or furniture are being delivered to or removed from the Building;

13.6. Procedure for Moving:

13.6.1. The property manager must be notified at least 7 working days prior to the moving date;

13.6.2. The owner must provide the property manager the following information:
- 13.6.2.1. Name of person moving in or out
- 13.6.2.2. Apartment number
- 13.6.2.3. Date and time of activity
- 13.6.2.4. Expected duration
- 13.6.2.5. Contact phone number

13.6.3. The Community Corporation Manager will ensure that the lift will be padded to prevent damage to the lift. If this protection is not in place, please contact the Community Corporation Manager prior to using the lift for moving in or out purposes.

13.6.4. A condition report will be completed before and after your move by the Community Corporation Manager in relation to the common areas, lifts and lobbies.

13.6.5. All deliveries must be made directly via the car park levels. Deliveries of goods or furniture **MUST NOT** be taken through the main foyer entrances. Any exceptions to this bylaw, because dimensions of an item to be delivered exceed the entry width of elevator lobbies of the car park levels, must be approved by the Corporation.

14. BYLAW 14 – BUILDING INSURANCE

The Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Buildings within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the Scheme unless otherwise consented by the Corporation.

15. BYLAW 15 – THIRD PARTY PROPERTY AND BODILY INJURY INSURANCE

15.1. Each Lot Holder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lot Holders Lot.

15.2. The policy of insurance to be carried by the Lot Holder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for the loss or damage to property or person of third parties to a minimum of $10,000,000 in respect of any accident or event.

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

16. BYLAW 16 – PROHIBITION OF DISTURBANCE

16.1. The Occupier of a Lot must not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

16.2. The Occupier of a Lot must ensure as far as practicable that person who are brought or allowed on to the Lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

17. BYLAW 17 – KEEPING OF PETS

17.1. Subject to the Act and subject to Bylaw 17.2, a person bound by these Bylaws must not, without the consent of the Corporation, keep any animal in, or in the vicinity of a Lot.

17.2. Notwithstanding the provisions of Bylaw 17.1 the Developer when entering into a Contract for Sale of a Lot may consent to the Purchaser of that Lot keeping an animal in the Lot, having regard to the Purchaser's circumstances at the time of the Contract, and the age and size of the animal. Such consent by the Developer is deemed to be the consent of the Corporation.

18. BYLAW 18 – LEASING

18.1. The owner of a Lot must not, without the Corporation's authorisation, lease/sub lease the Lot, or grant a right of occupation in respect of the Lot for valuable consideration, for a period of less than three months.

18.2. Where a Lot Holder leases the Lot, the Lot Holder must inform the Corporation as to the identity of the Lessee.

19. BYLAW 19 – CHANGE IN OWNERSHIP

A Lot Holder must immediately notify the Corporation of:

19.1. Any change in ownership of the Lot, or any change in address of the Lot or any change in address of a Lot Holder: and

19.2. Any change in the occupancy of the Lot.

20. BYLAW – ENVIRONMENTAL MATTERS

20.1. The owners acknowledge that the development undertaken on each lot comprised in the Community Scheme was undertaken to incorporate high standards of environmental sustainability and management in respect of:

20.1.1. Energy Efficient Design; and

20.1.2. Minimisation of:

20.1.2.1. Energy Consumption
20.1.2.2. Mains water usage
20.1.2.3. Waste to landfill
20.1.2.4. Greenhouse gas emissions

20.2. The owner or Occupier of a Lot must maintain and retain all items installed in and about the lot which have been incorporated into the design of the dwelling on the Lot which pertain to the matters specified in Bylaw 20.1, and may only replace such

items with items which maintain or enhance the environmental sustainability and management of the Lot.

21. BYLAW 21 – SALE OF LOT

A person bound by these Bylaws

21.1. Shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as not to cause a disturbance to other persons on the Community Parcel;

21.2. Must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel provided that this Bylaw shall not apply to the Developer in respect of any Lot owned by the Developer; and

21.3. Must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

PART 6 – GENERAL PROVISIONS

22. BYLAW 22 – DISPLAY OF SIGNS AND ADVERTISEMENTS

A person must not display a sign advertisement on a Lot or the Common Property without the approval of the Corporation.

23. BYLAW 23 – RUBBISH RECEPTACLES

23.1. The owner or Occupier of a Lot must comply with all requirements of the Corporation with respect to the storage of rubbish and waste materials including without limitation any requirements of the Corporation with respect to the type of receptacle in which rubbish or waste must be stored, the location of such receptacle and the separation of different classes of rubbish and waste.

23.2. The owners or Occupiers of the Commercial Lots must keep their refuse bins within their respective Lots and not in the general refuse area designated by the Corporation.

24. BYLAW 24 – INDEMNITY AND RELEASE

A person bound by these Bylaws shall:

24.1. Indemnify and forever hold harmless the Corporation from and against any actions, claims demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to the negligence of the Corporation; and

24.2. Occupy and use and keep the Lot at the risk in all things of the Lot Holder and the Lot Holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any

accident, damage or injury occurring therein except as to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

25. BYLAW 25 – ACCESS FOR MAINTENANCE AND WINDOW CLEANING

Subject to the provision by the Corporation of prior notice the Corporation and contractors appointed by the Corporation shall be entitled to have access to each Lot for the purpose of undertaking maintenance, cleaning and repair to the Common Property including without limitation external window cleaning.

26. BYLAW 26 – SERVICES

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder for any malfunction, failure to function or interruption of or to the water, gas, electric, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

27. BYLAW 27 – PERMITS

27.1. In any Bylaw of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

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

27.3. The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

27.4. The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of committees as it thinks appropriate.

27.5. A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these Bylaws.

27.6. A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

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

28. BYLAW 28 – OFFENCES

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

Maximum Penalty: The maximum prescribed under the Act.

COMMUNITY CORPORATION 25458 INC
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29. BYLAW 29 – BREACH

Where a person bound by these Bylaws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

30. BYLAW 30 – REMOVAL OF PERSONS

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a Bylaw in that part.

31. BYLAW 31 – WAIVER

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

32. BYLAW 32 – NOTICE

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

33. BYLAW 33 – SECURITY OF COMMON PROPERTY

A proprietor or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property, ensuring that non residents do not have access keys fobs or garage openers. Should an owner reserve the right to sub lease car parking then written notice must be provided to the Corporation. A separate fob will be issued by the Corporation (at the owners cost) allowing access to car parking and ground floor level only.

34. BYLAW 34 – NOTIFICATION OF DEFECTS

A proprietor or Occupier of a Lot must promptly notify the Corporation or its Managing Agent on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Corporation.

35. BYLAW 35 – COMPENSATION TO CORPORATION

35.1. The proprietor or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that proprietor or Occupier or their respective tenants, licensees or invitees.

35.2. In circumstances where the Corporation arranged for a service call to the Community Parcel and the reason for that service call relates to a particular lot or lots or is necessitated by reason of an act or omission of an owner or Occupier then the Corporation shall be entitled to recover the costs incurred in respect of such service call directly from the relevant owner or Occupier.

COMMUNITY CORPORATION 25458 INC
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36. BYLAW 36 – SECURITY KEYS AND ACCESS FOBS

36.1. The Corporation may charge a reasonable fee for any replacement building access fob, pool and gym access fob, garage opener and/or Security Key required by a proprietor.

36.2. A proprietor of a Lot must exercise a high degree of caution and responsibility in making a security key, access fobs available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or license of a Lot to the Occupier to ensure the return of the Security Key to the proprietor or the Corporation.

36.3. A proprietor or Occupier of a Lot in possession of a Security Key and Access fobs must not without the Corporation's written consent duplicate the Security Key and/or Access fobs or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or Occupier and is not disposed of otherwise than by returning it to the Corporation.

36.4. A proprietor or Occupier of a Lot must promptly notify the Corporation if a Security Key or Access fob is lost or destroyed.

37. BYLAW 37 – COMPLAINTS AND APPLICATIONS

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager the Secretary of the Corporation.

38. BYLAW 38 – STORAGE CAGES

A proprietor or Occupier of a Lot must not install a storage cage nor alter an existing storage cage in any way without first obtaining the written consent of the Corporation, which consent may be refused or granted on certain conditions by the Corporation at its absolute discretion.

39. BYLAW 39 – NO TRADE OR BUSINESS FROM RESIDENTIAL LOTS

The owner or Occupier of a Residential Lot must not use that Lot or any part of the Common Property for any trade or business including the sale or offering for sale of any goods or merchandise nor permit others to do so.

40. BYLAW 40 – BUILDING WARRANTIES

The Corporation will, if the Developer is able to procure the Builder so to do, enter into a Deed with the Builder pursuant to which Deed the Builder will provide to the Corporation the statutory warranties contained in Section 32(2) of the Building Works Contractors Act 1995 with intent that the Corporation may directly enforce a breach of those warranties by the Builder. The Deed will incorporate the warranties contained in section 32(2) of the Building Work Contractors Act 1995 and otherwise be in a form reasonably satisfactory to the Corporation the Builder and the Developer.

COMMUNITY CORPORATION 25458 INC
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41. BYLAW 41 – AIR CONDITIONING EQUIPMENT

41.1. All air conditioning equipment including condensers which provide air conditioning services exclusively to individual Lots will be situated on the Common Property.

41.2. In the event that any air conditioning equipment referred to in Bylaw 41.1 or any part thereof including any condenser is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the owner's Lot over the Common Property by virtue of the operation of Section 24(1)(c)(i) of the Act.

42. BYLAW 42 – CONTRIBUTIONS BY OWNERS

In determining the financial contribution to be levied against owners, the Corporation must have regard to the benefit derived by the owner of a Lot in respect of the relevant expenditure for which the contribution is to be levied.

43. BYLAW 43 – COMMON PROPERTY FURNISHINGS

43.1. The Corporation shall be responsible for the provision in certain areas of the Common Property of furniture including chairs, couches and side tables together with the provision of certain pieces of art and for that purpose the Corporation intends to lease those items, the cost of which will form part of the financial contributions to be made by the owners pursuant to Section 114 of the Act subject to the operation of Bylaw 42.

43.2. For so long as the Developer is an owner of a Lot, the Developer shall not be obliged to make any financial contribution pursuant to Bylaw 43.1.

This is the copy of the by-laws referred to in the attached certificate.

Signed:

Verco

.....

Julie Verco, Presiding Officer

Date: 27.10.11

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION

COMMUNITY CORPORATION NO. 25455 INC

COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION

"CONSERVATORY ON HINDMARSH SQUARE"

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

.....

Full Name: Richard Neville McNeil
Address: Level 5, 63 Pirie Street Adelaide SA 5000

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

COMMUNITY TITLES ACT, 1996

SCHEME DESCRIPTION

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

The whole of the land comprised in Certificate of Title Volume 6021 Folio 172 being the property located at 41-47 51 Hindmarsh Square Adelaide South Australia ("**Scheme Land**").

2. NATURE OF DEVELOPMENT

2.1 The community plans for the scheme comprise a primary strata plan of community division and three (3) secondary strata plans of community division.

2.2 The primary strata plan will effect the division of the twenty (20) storey building situated on the land described in paragraph 1 into four (4) community strata lots, together with common property.

2.3 The secondary office strata plan will effect a division of primary strata lot 3 into secondary lots, lot subsidiaries and common property ("**Office Secondary Plan**").

2.4 The secondary residential strata plan will effect a division of primary strata lot 4 into 53 secondary lots, lot subsidiaries and common property ("**Residential Secondary Plan**").

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

3.1 Primary Lot 2 is to be used solely for any commercial office retail or other use permitted by law including without limitation as a licensed or unlicensed café or licensed or unlicensed restaurant.

3.2 All of the lots in the Office Secondary Plan are to be used solely for office use.

3.3 All of the lots in the Residential Secondary Plan are to be used solely for residential use.

3.4 Primary Lot 1 is to be used as a swimming pool and gymnasium and for storage purposes.

3.5 The Common Property in the primary strata plan is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with and subject to the restrictions in respect of such use specified in the By-laws of the Community Scheme.

3.6 The Common Property in the Office Secondary Plan is to be used by the proprietors and occupiers of the Secondary community lots in that scheme and persons authorised by them from time to time in accordance with the By-laws of the Office Scheme.

3.7 The Common Property in the Residential Secondary Plan is to be used by the proprietors and occupiers of the Secondary community lots in that scheme and persons authorised by them from time to time in accordance with the By-laws of the Residential Scheme.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

4.1 The standard of work performed and the materials used are of a fair average standard or such higher standard as the developer in its absolute discretion determined.

4.2 The development of the Community Lots and the Common Property has taken place in accordance with all statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development and in a proper and workman like manner.

4.3 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or common property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer.

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOPMENT THE COMMON PROPERTY

5.1 The developer has constructed a driveway on the Common Property and installed service infrastructure in accordance with the Development Approval obtained in respect of the development.

5.2 The standard of work performed and the materials used on the Common Property are of a fair average standard or such higher standard as the developer in its absolute discretion determined.

6. STAGING OF DEVELOPMENT

The Scheme is not a staged development and has been completed.

7. CONDITIONS OF APPROVAL

7.1 The division of the community parcel is subject to conditions imposed by the relevant planning authority.

7.2 The conditions that will continue after completion of the development and will be the responsibility of the Community Corporation and owners of the community lots.

7.3 A copy of the Notice dated the 27 March 2008 pursuant to Section 48 of the Development Act is attached to this Scheme Description and is marked Annexure "A".

7.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

8. OTHER IMPORTANT FEATURES OF THE SCHEME

The further division of primary strata lot 2 will not be prohibited subject to all required statutory approvals being obtained.

DATED 3 JUNE 2009

ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

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.

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.

Signed: .....

DELEGATE FOR Governor of South Australia

Dated: 14 May 09

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CHECKED BY LANDS TITLES OFFICE

ANNEXURE A

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Murray-Darling Basin Natural Resources Management Board, pursuant to the provisions of the Natural Resources Management Act 2004:

Member: (from 14 April 2008 until 13 April 2010)
Emily Claire Jenke
Derek Cecil Walker

Member: (from 14 April 2008 until 13 April 2011)
Anne Louise Hartnett
Joseph Lindsay Keynes
Joanne Louise Pfeiffer
Frances Mary Simes

By command,

CARMEL ZOLLO, for Premier

MRMCS08/022

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Radiation Protection Committee, pursuant to the provisions of the Radiation Protection and Control Act 1982:

Deputy Member: (from 27 March 2008 until 31 December 2010)
Mary Jane Moss (Deputy to Constantine)
Joseph Mazzone (Deputy to Circelli)

By command,

CARMEL ZOLLO, for Premier

EPCS08/0005

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Guardianship Board, pursuant to the provisions of the Guardianship and Administration Act 1993:

President: (from 1 April 2008 until 31 March 2013)
Jeremy Moore

By command,

CARMEL ZOLLO, for Premier

AGO0217/04CS

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Lotteries Commission of South Australia, pursuant to the provisions of the State Lotteries Act 1966:

Member: (from 1 April 2008 until 31 March 2010)
Hans Jurgen Ohff

Presiding Member: (from 1 April 2008 until 31 March 2010)
Hans Jurgen Ohff

By command,

CARMEL ZOLLO, for Premier

MGE08/001CS

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint Paul McMahon as an Industrial Relations Commissioner of the Industrial Relations Commission of South Australia for a term commencing on 31 March 2008, pursuant to the provisions of the Fair Work Act 1994.

By command,

CARMEL ZOLLO, for Premier

MIR08/006CS

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, GAIL GAGO, Minister for Environment and Conservation, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY:

1. Resume the land defined in The First Schedule.
2. Dedicate the Crown Land defined in The Second Schedule as an Emergency Services Reserve and declare that such land shall be under the care, control and management of the Minister for Emergency Services.

The First Schedule

Portion of Community Purposes Reserve, portion of Allotment 115, now identified as Allotment 251 in Deposited Plan 76457, Town of Whyte-Yarcowie, Hundred of Whyte, County of Victoria, the proclamation of which was published in the *Government Gazette* of 30 August 1984 at page 692, being portion of the land comprised in Crown Record Volume 5759, Folio 619.

The Second Schedule

Allotment 251 in Deposited Plan 76457, Town of Whyte-Yarcowie, Hundred of Whyte, County of Victoria, exclusive of all necessary roads.

Dated 27 March 2008.

GAIL GAGO, Minister for Environment and Conservation

DEH 10/1107

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, GAIL GAGO, Minister for Environment and Conservation, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY resume the land defined in The Schedule.

The Schedule

Plantation Reserve, Section 333, Hundred of Randell, County of York, the proclamation of which was published in the *Government Gazette* of 3 December 1970 at page 2558, The Third Schedule, being the whole of the land comprised in Crown Record Volume 5752, Folio 640.

Dated 27 March 2008.

GAIL GAGO, Minister for Environment and Conservation

DEH 13/1145

Department of the Premier and Cabinet
Adelaide, 27 March 2008

NOTICE granting development approval, subject to conditions outlined, for the Hindmarsh Square Apartment Complex.

DEVELOPMENT ACT 1993: SECTION 48

Decision by the Governor

Preamble

1. The Governor, by a decision made on 27 May 2004 and published in the *Gazette* of that date at pages 1350-1354, granted provisional development authorisation under section 48 of the Development Act 1993, for the development of a 19 storey apartment complex located at 41-51 Hindmarsh Square and 131-139 Grenfell Street (RAA Corner), incorporating environmentally sustainable development features and comprising:

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C019/07

- the construction of a 19 level residential apartment tower and podium (ten storeys high) containing 127 apartments, with ground and part first floor retail and office use;
- renovation of the adjacent two-storey State Heritage listed YWCA building (incorporating a café, gymnasium, function room, lounges and wine storage areas);
- redevelopment of the roadway on the western side of Hindmarsh Square in front of the apartment allotment; and
- a three-level basement car park extending 30 metres under the Hindmarsh Square roadway (for the width of the development site only), with provision for 158 car spaces, 27 bicycle spaces, storage, plant rooms and water storage tank.

That provisional development authorisation was subject to the 22 conditions attached to the authorisation.

2. Conservatory on Hindmarsh Square Pty Ltd (formerly Grenfell St East Pty Ltd), the person having the benefit of the development authorisation applied for an amendment to that development authorisation to amend the development which was still for a 19 storey building but contained several changes, including:

- deletion of the underground car parking intruding into the roadway of Hindmarsh Square;
- an elevated car park incorporated into the building at levels 2 to 5. The car park façade includes solar panels and passive ventilation. The number of car parking spaces has been reduced from 155 to 116;
- the building of 19 storeys no longer constructed over the adjoining YWCA heritage building;
- the number of apartments reduced from 124 to 72 and more commercial space included with an increase from 832 m^2 to 3 600 m^2; and
- all green elements such as water retention, water saving, waste management, power generation and energy usage minimisation maintained or improved.

3. The proposal was the subject of an Amended Development Report and an Amended Assessment Report under section 47 of the Development Act 1993.

4. The Governor, by a decision made on 1 September 2005 and published in the *Gazette* of that date at pages 3145-3149 granted provisional development authorisation under section 48 of the Development Act 1993, for the amended development.

5. Amended proposals and reserved matters for the Hindmarsh Square Development were subsequently considered and approved by the Development Assessment Commission and published in the *Gazette* on 2 March 2006, 13 July 2006, 24 May 2006, 7 June 2007, 18 October 2007 and 25 October 2007.

6. Application has now been made to the Governor under section 48 of the Development Act 1993, to grant an approval for four land division applications (020/D022/07, 020/C019/07, 020/C020/07 and 020/C021/07).

7. Details of the land division plans and associated correspondence for the Torrens title land division application 020/D022/07 and community title land division applications 020/C019/07, 020/C020/07 and 020/C021/07 were uploaded onto EDALA on 31 May 2007.

8. The Governor has in considering the applications had regard to all relevant matters under section 48 (5) of the Development Act 1993.

Decision

PURSUANT to section 48 of the Development Act 1993, and with the advice and consent of the Executive Council, in relation to a proposal submitted by Conservatory on Hindmarsh Square Pty Ltd to develop the Hindmarsh Square Apartment Complex at 41-51 Hindmarsh Square and 131-139 Grenfell Street, I:

(a) grant a provisional development authorisation in relation to the proposed major development, subject to the conditions and notes to the applicant below;

(b) pursuant to section 48 (6) reserve a decision on the following matters:

(i) Compliance with the Building Rules in relation to the YWCA State Heritage listed building;

(c) specify all matters relating to this provisional development authorisation as matters in respect of which conditions of this authorisation may be varied or revoked, or new conditions may be attached;

(d) specify for the purposes of section 48 (11) *(b)* the period of two years from the date hereof as the time within which substantial work must be commenced on the site of the development.

Conditions of Approval

1. Except where minor amendments may be required by other legislation, or by conditions imposed herein, the proposed major development shall be undertaken in strict accordance with:

(a) the following drawings contained within the letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to Planning SA dated 30 April 2004, outlining the final, amended application except to the extent that they are varied by the plans as described in paragraph *(c)* *(e)* and *(g)*:

- Drawing Titled: 'Location Plan' 1:500; Drawing Number: 503225 A000 C; dated 16 April 2004;
- Drawing Titled: 'Plan B01'; 1:100; Drawing Number: 503225 A109 F; dated 16 April 2004;
- Drawing Titled: 'Plan B02'; 1:100; Drawing Number: 503225 A110 G; dated 16 April 2004;
- Drawing Titled: 'Plan B03'; 1:100; Drawing Number: 503225 A111 A; dated 16 April 2004 (new drawing);
- Drawing Titled: 'Plan L00' 1:100; Drawing Number: 503225 A100 C; dated 16 April 2004;
- Drawing Titled: 'Plan L01'; 1:100; Drawing Number: 503225 A101 C; dated 16 April 2004;
- Drawing Titled: 'Plan L02'; 1:100; Drawing Number: 503225 A102 C; dated 16 April 2004;
- Drawing Titled: 'Plan L03-L09' 1:100; Drawing Number: 503225 A103 C; dated 16 April 2004;
- Drawing Titled: 'Plan L10'; 1:100; Drawing Number: 503225 A104 C; dated 16 April 2004;
- Drawing Titled: 'Plan L11-L18'; 1:100; Drawing Number: 503225 A105 C; dated 16 April 2004 (except to the extent that they may be varied by a document in paragraph *(b)*, dated 30 April 2004);
- Drawing Titled: 'Plan Roof'; 1:100; Drawing Number: 503225 A108 C; dated 16 April 2004 (except to the extent that they may be varied by a document in paragraph *(b)*, dated 30 April 2004);
- Drawing Titled: 'North Elevation'; 1:200; Drawing Number: 503225 A200 C; dated 16 April 2004;
- Drawing Titled: 'East Elevation'; 1:200; Drawing Number: 503225 A201 C; dated 16 April 2004;
- Drawing Titled: 'West Elevation/South Elevation'; 1:200; Drawing Number: 503225 A202 C; dated 16 April 2004; and
- Drawing Titled: 'Sections'; 1:200; Drawing Number: 503225 A203 C; dated 16 April 2004;

(b) the following documents except to the extent that they are varied by the plans as described in paragraph *(d)* and *(f)*:

- Development application, 'Residential apartment building with retailing and offices and basement car parking at 131-139 Grenfell Street/41-51 Hindmarsh Square, Adelaide', prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 26 May 2003 (except to the extent that it may be varied by a subsequent document in this paragraph);
- Development Report, Hindmarsh Square Apartment Complex, prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 5 November 2003 (except to the extent that it may be varied by a subsequent document in this paragraph);

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- Response to Submissions Document, Hindmarsh Square Apartment Complex, prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 18 December 2003 (contained within an appendix to the Assessment Report noted below) (except to the extent that it may be varied by a subsequent document in this paragraph);
- Assessment Report prepared by the Minister for Urban Development and Planning and released 8 March 2004 (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to the Minister for Urban Development and Planning dated 18 March 2004, outlining the applicant's response to the Assessment Report (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Grenfell East Pty Ltd to the Minister for Urban Development and Planning dated 24 March 2004, proposing amendments to the proposal (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Grenfell East Pty Ltd to the Minister for Urban Development and Planning dated 22 April 2004, outlining additional transport initiatives (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to Planning SA dated 30 April 2004, outlining a final, amended application and accompanying plans, including reduction of the apartment tower height by two levels; reduction of the extent of the three-level basement car park (located under the apartment complex and adjacent roadway and footpath) with no encroachment in front of the adjacent property to the south; and a list of reserved matters for further application and decision-making (except to the extent that it may be varied by a subsequent document in this paragraph); and
- Correspondence from Jack Hines (for Grenfell East Pty Ltd) to Planning SA dated 30 April 2004, listing final design of the apartment complex roof line and Level 18 of the complex as reserved matters for later decision-making subject to further application;

(c) the following drawings accompanying the Further Information and Clarification letter dated 27 June 2005 and the Amended Development Report dated 4 April 2005, except to the extent that they are varied by the plans as described in paragraph *(e)* and *(g)*:

- Drawing Titled: 'Site Plan'; 1:500; Drawing Number: D-04335-01-01; dated 24 June 2005;
- Drawing Titled: 'Basement Floor Plan'; 1:100; Drawing Number: D-04335-02-01; dated 24 June 2005;
- Drawing Titled: 'Ground Floor Plan'; 1:100; Drawing Number: D-04335-02-02; dated 24 June 2005;
- Drawing Titled: 'Level 1 Floor Plan'; 1:100; Drawing Number: D-04335-02-03; dated 24 June 2005;
- Drawing Titled: 'Ramp Arrangement Floor Plan'; 1:100; Drawing Number: D-04335-02-04; dated 24 June 2005;
- Drawing Titled: 'Level 2 Floor Plan'; 1:100; Drawing Number: D-04335-02-05; dated 24 June 2005;
- Drawing Titled: 'Level 3 Floor Plan'; 1:100; Drawing Number: D-04335-02-06; dated 24 June 2005;
- Drawing Titled: 'Level 4 Carparking'; 1:100; Drawing Number: D-04335-02-07; dated 24 June 2005;
- Drawing Titled: 'Level 5 Floor Plan'; 1:100; Drawing Number: D-04335-02-08; dated 24 June 2005;
- Drawing Titled: 'Level 6 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-09; dated 24 June 2005;
- Drawing Titled: 'Level 7-9 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-10; dated 24 June 2005;
- Drawing Titled: 'Level 10—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-11; dated 24 June 2005;
- Drawing Titled: 'Level 11—18-Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-12; dated 24 June 2005;
- Drawing Titled: 'East Elevation (Hindmarsh Square)'; 1:200; Drawing Number: D-04335-04-01; dated 24 June 2005;
- Drawing Titled: 'North Elevation (Grenfell Street)'; 1:200; Drawing Number: D-04335-04-02; dated 24 June 2005;
- Drawing Titled: 'West Elevation/South Elevation'; 1:200; Drawing Number: D-04335-04-03; dated 24 June 2005;
- Drawing Titled: 'Section 1'; 1:200; Drawing Number: D-04335-05-01; dated 24 June 2005;
- Drawing Titled: 'Perspective'; Drawing Number: D-04335-12-02; dated 24 June 2005;
- Drawing Titled: 'Shadow Diagram'; 1:1000; Drawing Number: D-04335-12.01; dated 24 June 2005;
- Drawing Titled: 'Ground Floor Plan Display YWCA Building'; 1:100; Un-numbered drawing submitted with drawings dated 24 June 2005; and
- Drawing Titled: 'Roof Floor Plan'; 1:100; Drawing Number: D-04335-02-13; dated 28 March 2005;

(d) the following documents except to the extent that they are varied by the plans as described in paragraph *(f)*:

- Letter from Tecon Australia dated 15 February 2006, which includes copies of the varied drawings for the Temporary Display Unit in the YWCA Building and its associated Building Rules Certification;
- Correspondence dated 14 February 2006 by Pruszinski Architects;
- Amended Development Report, Hindmarsh Square Apartment Complex, prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 4 April 2005 (except to the extent that it may be varied by a subsequent document in this paragraph); and
- Letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to the Assessment Branch, Planning SA dated 27 June 2005, outlining the applicant's response to issues raised in emails seeking further information dated 29 May 2005 and 8 June 2005;

(e) the following drawings except to the extent that they are varied by the plans as described in paragraph *(g)*:

- Architectural drawings numbered 05354-02-03, 05354-03-01, 05354-03-02, 05354-03-03, 05354-06-01 & 05354-06-02 by Pruszinski Architects, dated 21 December 2005;
- Mechanical services drawings numbered LCE2453A-M01 by Lucid Consulting Engineers, dated 13 February 2006;
- Electrical services drawings numbered LCE2453A-E01 by Lucid Consulting Engineers, dated 13 February 2006; and
- Hydraulic services drawings numbered LCE2453A-H01 by Lucid Consulting Engineers, dated 13 February 2006;

(f) the following document:

- Letter from Connor Holmes Pty Ltd (for the Conservatory on Hindmarsh Square) to the Assessment Branch, Planning SA dated 21 March 2006;

(g) the following drawings:

- Drawing Titled: 'Site Plan'; 1:500; Drawing Number: D-04335-01-01; dated 15 March 2006;

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- Drawing Titled: 'Basement Floor Plan'; 1:100; Drawing Number: D-04335-02-01; dated 15 March 2006;
- Drawing Titled: 'Ground Floor Plan'; 1:100; Drawing Number: D-04335-02-02; dated 15 March 2006;
- Drawing Titled: 'Ramp Arrangement Floor Plan'; 1:100; Drawing Number: D-04335-02-03; dated 15 March 2006;
- Drawing Titled: 'Level 1 Floor Plan'; 1:100; Drawing Number: D-04335-02-04; dated 15 March 2006;
- Drawing Titled: 'Level 2 Floor Plan'; 1:100; Drawing Number: D-04335-02-05; dated 15 March 2006;
- Drawing Titled: 'Level 3 Floor Plan'; 1:100; Drawing Number: D-04335-02-06; dated 15 March 2006;
- Drawing Titled: 'Level 4 Carparking'; 1:100; Drawing Number: D-04335-02-07; dated 15 March 2006;
- Drawing Titled: 'Level 5 Floor Plan'; 1:100; Drawing Number: D-04335-02-08; dated 18 May 2006;
- Drawing Titled: 'Level 6 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-09; dated 18 May 2006;
- Drawing Titled: 'Level 7 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-10; dated 18 May 2006;
- Drawing Titled: 'Level 8 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-11; dated 18 May 2006;
- Drawing Titled: 'Level 9 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-12; dated 18 May 2006;
- Drawing Titled: 'Level 10—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-13; dated 18 May 2006;
- Drawing Titled: 'Level 11—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-14; dated 18 May 2006;
- Drawing Titled: 'Level 12—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-15; dated 18 May 2006;
- Drawing Titled: 'Level 13—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-16; dated 18 May 2006;
- Drawing Titled: 'Level 14—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-17; dated 18 May 2006;
- Drawing Titled: 'Level 15—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-18; dated 18 May 2006;
- Drawing Titled: 'Level 16—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-19; dated 18 May 2006;
- Drawing Titled: 'Level 17—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-20; dated 18 May 2006;
- Drawing Titled: 'Level 18—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-21; dated 18 May 2006;
- Drawing Titled: 'Roof Floor Plan'; 1:100; Drawing Number: D-04335-02-22; dated 15 March 2006;
- Drawing Titled: 'North Elevation (Grenfell Street)'; 1:100; Drawing Number: D-04335-04-01; dated 15 March 2006;
- Drawing Titled: 'East Elevation (Hindmarsh Square)'; 1:100; Drawing Number: D-04335-04-02; dated 15 March 2006;
- Drawing Titled: 'South Elevation'; 1:100; Drawing Number: D-04335-04-03; dated 15 March 2006; and
- Drawing Titled: 'West Elevation'; 1:100; Drawing Number: D-04335-04-03; dated 18 May 2006;

(h) the following documents:

- Email from Paul Pruzinski Architects to the Assessment Branch Planning SA dated 10 May 2007;
- Letter and accompanying drawings dated 25 May 2007 from Tecon Australia in regard to Building Rules Certification for Demolition Works at 41 Hindmarsh Square;
- Letter and accompanying drawings dated 12 October 2007 from Tecon Australia in regard to Building Rules Certification to construct a 19 level apartment, office, retail and car parking complex at 41 Hindmarsh Square; and
- Land division plans and associated correspondence for Torrens title land division application 020/D022/07 and community title land division applications 020/C019/07, 020/C020/07 and 020/C021/07, uploaded onto the Electronic Land Division Lodgement Site (EDALA) on 31 May 2007.

2. The applicant shall submit further information and application(s) in relation to the matters that have been reserved, to the satisfaction of the Minister for Urban Development and Planning.

3. No building works on any part of the development, with the exception of demolition works, shall commence until a favourable decision has been notified to the applicant by the Governor or the Governor's delegate in respect of those reserved matters referred to in subparagraph (i) in paragraph *(b)* of the Decision section above.

4. Subject to condition 3, the applicant may commence a stage of building works before receiving the Governor's decision concerning building rules compliance for other stages (refer reserved matter (i) in paragraph *(b)* of the Decision section above.) No building works shall commence on a stage of the development, however, until a favourable decision in relation to building rules compliance in respect of that stage has been notified in writing to the applicant by the Governor or the Governor's delegate.

5. A decision on building rules compliance (refer reserved matter above) will only be made after a Building Rules assessment and certification has been undertaken and issued by the Adelaide City Council, or a private certifier, in accordance with the provisions of the Development Act 1993, and after the Minister for Urban Development and Planning receives a copy of all relevant certification documentation, as outlined in Regulation 64 of the Development Regulations 1993 (refer to 'Notes to Applicant' below for further information).

6. Further sustainability modelling, for the selection of materials and finishes and sustainability features of the apartment complex, shall be undertaken in consultation with a group consisting of the Urban Design Unit of Planning SA, Heritage SA, Department for Environment and Heritage and the Working Party referred to in the applicant's Development Report, dated 5 November 2003.

7. Before any works commence, a Construction Environmental Management Plan (CEMP) shall be prepared in consultation with and approved by the Environment Protection Authority, Planning SA and the Adelaide City Council, to address management issues during construction and to be lodged with the Minister for Urban Development and Planning. An Environmental Consultant shall be engaged to audit the management plan in accordance with commitments made by the applicant in the Original Response to Submissions dated 18 December 2003. Matters to be addressed in the CEMP must include (but shall not be limited to):

- reference to, and methods of adherence to, all relevant Environment Protection Authority (EPA) policies and codes of practice for construction sites, including the inclusion of a copy of Schedule 1 of the Environment Protection Act 1993 as an Appendix to the Construction Environmental Management Plan to ensure contractors are aware of EPA requirements, in accordance with commitments made in the applicant's Response to Submissions, dated 18 December 2003;
- timing, staging and methodology of the construction process and working hours (refer also to condition outlining working hours);
- a Risk Assessment relating to the potential impacts of construction activities;
- traffic management strategies during construction of the apartment complex, including transport beyond the development site;

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- management of infrastructure services during construction and/or relocation and re-establishment of local amenity and landscaping;
- control and management of construction noise, vibration, dust and mud;
- stormwater and groundwater management during construction;
- identification and management of contaminated soils and groundwater, should these be encountered;
- site security, fencing and safety and management of impacts on local amenity for residents, traffic and pedestrians;
- disposal of construction waste and refuse in an appropriate manner according to the nature of the waste;
- protection and cleaning of roads and pathways; and
- overall site clean up.

8. The applicant shall conduct monitoring of the effectiveness of attaining the agreed post-construction sustainability targets and regularly lodge documented outcomes, where the information is available, with Planning SA, the Department for Environment and Heritage (Office of Sustainability) and the Sustainability Working Party, in accordance with commitments made in the letter from the applicant dated 30 April 2004 and confirmed in the letter from Connor Holmes to Planning SA dated 27 June 2005. The applicant shall also report in person to the Working Party to verify the attainment of the sustainability goals of the development on a regular basis, to be agreed between the applicant and the Working Party.

9. Operating hours for construction activities and truck movements to and from the site shall be from 7 a.m. to 7 p.m., Monday to Saturday inclusive. If it is considered necessary for construction works to also be undertaken on Sundays, construction hours shall be from 9 a.m. to 6 p.m. on Sundays (refer 'Notes to Applicant' relating to EPA noise emission policies).

10. Any collected groundwater or stormwater shall only be discharged to the stormwater system if it meets quality control criteria specified in Environment Protection Authority requirements to avoid sedimentation of local pipes and pollution of the Torrens Lake (refer 'Notes to the Applicant' for relevant requirements.)

11. All drainage, finished floor levels, landscaping, and public works associated with the development, including the disposal of stormwater and earthworks, shall be carried out in accordance with accepted engineering standards and to the reasonable satisfaction of the Adelaide City Council.

12. Any hazardous substances (e.g. fuels, compressed gases, solvents, paints, asbestos, polychlorinated biphenyls (PCB's) and other construction-related substances), shall be removed and disposed of in accordance with Environment Protection Authority requirements.

13. Provision shall be made for 32 bicycle parking spaces in addition to the provision of bicycle racks for use by RAA staff (the location of which is to be determined in consultation with Planning SA and the Adelaide City Council).

14. The apartment complex and car park shall be maintained in a serviceable condition and operated in an orderly, tidy, safe and healthy manner at all times.

15. The waste and general storage and service/operational areas of the apartment complex building shall be kept in a neat, tidy, safe and healthy condition at all times and the service area access door shall remain closed at all times, other than when loading or unloading is taking place.

16. Any machinery, plant operating equipment, lighting, building façade designs, or sound devices associated with the apartment complex development shall not impair or impinge upon the enjoyment or safety of residents of the apartment complex, adjoining properties (or occupiers thereof), or the local traffic and pedestrian environment.

17. Details of any external advertising signage affecting the locality and the adjacent two-storey YWCA State Heritage listed building shall be developed in consultation with, and to the approval of the Development Assessment Commission in consultation with Heritage SA.

18. The internal leaf of the new northern infill wall shall be set out as a reconstruction of the original wall. The main finished wall face shall be set on the same alignment as the original, and projecting elements (eg pilasters and mouldings) and recessed elements (window reveals) shall be set out to the same dimensions, locations and profiles as the original. The work shall be documented to the reasonable satisfaction of the Heritage SA prior to commencement and be completed prior to occupation of the new building.

19. That payment of $15 500 shall be made into the Planning and Development Fund (four allotments @ $3 878/allotment) for DA 020/C019/07.

20. That payment of $15 500 shall be made into the Planning and Development Fund (four allotments @ $3 878/allotment) for DA 020/C020/07.

21. That payment of $201 500 shall be made into the Planning and Development Fund (52 allotments @ $3 878/allotment) for DA 020/C021/07. ((All cheques for the Planning and Development Fund shall be made payable and marked 'Not Negotiable' to the Development Assessment Commission and payment made on Level 5, Roma Mitchell House, 136 North Terrace, Adelaide, (opposite the Railway Station) or sent to G.P.O. Box 1815, Adelaide, S.A. 5001.))

NOTES

- Pursuant to Development Regulation 64, the applicant is advised that the Adelaide City Council or private certifier conducting a Building Rules assessment must:
  - (a) provide to the Minister for Urban Development and Planning a certification in the form set out in Schedule 12A of the Development Regulations 1993 in relation to the building works in question; and
  - (b) to the extent that may be relevant and appropriate:
    - (i) issue a schedule of essential safety provisions under Division 4 of Part 12;
    - (ii) assign a classification of the building under these regulations; and
    - (iii) ensure that the appropriate levy has been paid under the Construction Industry Training Fund 1993.

  Regulation 64 of the Development Regulations 1993, provides further information about the type and quantity of all Building Rules certification documentation for Major Developments required for referral to the Minister for Urban Development and Planning.
- The Adelaide City Council or private certifier undertaking Building Rules assessment and certification must ensure that the assessment and certification are consistent with this provisional development authorisation (including any conditions or notes that apply in relation to this provisional development authorisation).
- This provisional development authorisation does not extend to the provision of any wind turbines, as indicated in the letter from Grenfell East Pty Ltd to the Minister for Urban Development and Planning dated 24 March 2004, or any other such devices. Any such turbines or devices, if subsequently proposed, will require a new application under the appropriate assessment process.
- Should the applicant wish to vary the development or any of the components of the development in relation to which a decision has been reserved, an application may be submitted, pursuant to section 48B of the Development Act 1993, provided that the development application variation remains within the ambit of the Amended Development Report and Amendment to the Assessment Report referred to in this provisional development authorisation. If an application variation involves substantial changes to the proposal, pursuant to section 47 of the Development Act 1993, the applicant will be required to prepare an amended Development Report for public inspection and purchase. A further amended Assessment Report may also be required to assess any new issues not covered by the Assessment Report and the Amendment to the Assessment Report and a decision made by the Governor pursuant to section 48 of the Development Act 1993.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

- If the development is not substantially commenced within two years of the date hereof, the Governor may cancel this development authorisation.
- The applicant is reminded that Heritage SA of the Department for Environment and Heritage (DEH) shall be consulted in regard to any physical intervention to the northern wall on the adjacent YWCA State Heritage listed building, which is listed as a reserved matter for further decision-making in this provisional development authorisation. Any such work must be executed in accordance with requirements notified to it by the DEH and must be consistent with the decision by the Governor (or his delegate) on the reserved matter (e.g. materials, finishes and colour schedules).
- The proponent is advised of the General Environmental Duty under section 25 of the Environment Protection Act 1993, which requires that a person must not undertake any activity, which pollutes, or may pollute; without taking all reasonable and practical measures to prevent or minimise harm to the environment.
- The applicant is advised of the requirement to comply with the Environment Protection Authority's (EPA) 'Stormwater Pollution Prevention Code of Practice for the Building and Construction Industry' during demolition and construction of the development.
- The applicant is advised that noise emissions from the apartment complex development will be subject to the Environment Protection (Industrial Noise) Policy 1994, Environment Protection Authority Guidelines and Information Sheet Number 7 ('Construction Noise', July 2002) and the Environment Protection Act 1993.
- The applicant will consult with the Adelaide City Council about the type, nature and ongoing maintenance of any landscaping undertaken in relation to the apartment complex, in accordance with commitments (excluding those relating to the underground car park) made by the applicant in the original Response to Submissions document, dated 18 December 2003.
- The applicant is advised that the Development Act 1993, outlines the roles and responsibilities of the applicant and the Adelaide City Council for matters relating to building works during and after construction of the apartment complex development and associated works.
- It is recommended that the applicant consult with Planning SA when applying to the Adelaide City Council for a 'Certificate of Occupancy', to ascertain that all conditions of this provisional development authorisation and decisions on reserved matters have been complied with in an appropriate manner, including those relating to Building Rules assessment and certification requirements.
- The Minister for Urban Development and Planning has a specific power to require testing, monitoring and auditing under Section 48C of the Development Act 1993.

Advisory Notes for the Temporary Display Unit

- Pursuant to Regulation 74 of the Development Regulations 1993 the applicant or builder proposing to undertake the development is advised of their obligation to give the Council 1 day's notice of the commencement and completion of the development and at the stages notified by council with the Development Approval. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB (8) of the Development Regulations 1993.
- Tecon Australia Pty Ltd has formed the opinion that the building is not unsafe or structurally unsound and that access for people with disabilities has been considered as required by Section 53A of the Development Act 1993.
- The report by Tecon Australia Pty Ltd is based on the building rules assessment only and does not suggest or infer compliance with any other legislation.
- A certificate of occupation will not be required for this new work as the building is lawfully occupied and there is no change in classification.
- A Schedule of Essential Safety Provisions Form 2 and a *pro forma* Builders Statement of compliance have been attached to this consent. These forms shall be completed by the builder and returned to Tecon Australia at the completion of the development.
- The existing method of recording the maintenance of the essential safety provisions shall be amended as necessary to include the alterations to the fire and life safety items.

Advisory Notes for Demolition Works

1. Pursuant to Regulation 74 of the Development Regulations 1993 the applicant or builder proposing to undertake the development is advised of their obligation to give the relevant authority 1 day's notice of the commencement and completion of the development and at the stages notified by relevant authority with the Development Approval. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB (8) of the Development Regulations 1993.

2. The report by Tecon Australia is based on the building rules assessment only and does not suggest or infer compliance with any other legislation.

Advisory Notes for Construction of the Apartment/Commercial/Retail and Car Parking Components

1. Alternative solutions for the following items have been accepted by this office:

- the distance between alternative exits on the apartment levels;
- hose reels to the apartments and mezzanine;
- the fire hydrant operating pressures;
- the location of the discharge from the apartment exhaust systems;
- deletion of EWIS from basement and car park;
- the use of the main entrance lobby as the Fire Control Centre;
- the use of life safety doors to apartments in lieu of fire doors;
- the omission of automatic fire sprinklers from the swimming pool area; and
- the location of the re-entry from Fire isolated stairs.

2. Pursuant to Regulation 74 Development Regulations 1993, the applicant or builder proposing to undertake the development is advised of their obligation to give the Council 1 day's notice of the commencement and completion of the development and at the stages notified by council with the Development Authorisation. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB (8) of the Development Regulations 1993.

3. This report based on the Building Rules assessment only and does not suggest or infer compliance with any other legislation.

4. This certification does not include the fit out of any commercial or retail area, such work shall be the subject of a separate approval.

5. A certificate of occupation will be required for this new work and will nominate the maximum number of occupants for this area as:

Storey	Portion	Class	No. of Persons
Basement	Storage	7b	4
	Recycling	8	2
	Gymnasium and pool area	9b	20
Ground floor	Retail	6	500
1st to 4th floors	Car park	7a	25
5th to 9th floors	Offices	5	75
10th to 18th floors	Apartments	2	N/A
Roof	Roof garden	10b	N/A

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

6. Tecon Australia will issue this certificate of occupation however we will require a written request for the certificate accompanied by a builder's statement of compliance, confirmation of compliance with all conditions of Provisional Building Rules Certification a report from the SAFS in relation to the fire fighting and detection systems, the relevant Schedule of Essential Safety Provisions Form 2's signed by the responsible contractors for the work and a copy of the title confirming that the building has rights to overhang the neighbouring site and the public place.

7. A Schedule of Essential Safety Provisions Form 1, as required by Regulation 76 of the Development Regulations 1993, has been attached to this consent. The items to be inspected or tested are detailed in this schedule.

8. Adjoining owners affected by this development are required to be notified 28 days prior to the commencement of work.

Given under my hand at Adelaide, 27 March 2008

KEVIN SCARCE, Governor

MUDP08/001CS

Department of the Premier and Cabinet
Adelaide, 27 March 2008

NOTICE delegating certain powers to the Minister for Urban Development and Planning, in relation to the Amended Development Authorisation for the Hindmarsh Square Apartment Complex.

DEVELOPMENT ACT 1993: SECTION 48

Notice by the Governor

Preamble

1. I have given a provisional development authorisation pursuant to section 48 of the Development Act 1993, concerning the development of an apartment complex, incorporating environmentally sustainable development features at 41-51 Hindmarsh Square and 131-139 Grenfell Street (RAA Corner), Adelaide.

2. It is appropriate to delegate certain powers to the Minister for Urban Development and Planning in relation to this matter.

Delegation

PURSUANT to section 48 (8) of the Development Act 1993 and with the advice and consent of the Executive Council, I delegate to the Minister for Urban Development and Planning, in relation to the provisional development authorisation referred to in Clause 1 above given by me this day:

(a) the power to make a decision on any reserved matters specified within that provisional development authorisation (provided that the essential nature of the development is not changed);

(b) the power to grant or permit any variation associated with that provisional development authorisation (provided that the essential nature of the development is not changed);

(c) in relation to that provisional development authorisation, or any variation—the power to vary or revoke conditions, or to attach new conditions, under section 48 (7) of the Development Act 1993 (provided that the essential nature of the development is not changed); and

(d) the power to make a decision under section 48 (2) *(a)* on any amendment to the Public Environment Report which is subject to section 47 procedures under the Development Act 1993, for the proposed development, as amended from time to time.

Given under my hand at Adelaide, 27 March 2008.

KEVIN SCARCE, Governor

MUDP08/001CS

FISHERIES MANAGEMENT ACT 2007: SECTION 115

TAKE notice that pursuant to section 115 of the Fisheries Management Act 2007 ('the Act'), Derek Hamer of SARDI Aquatic Sciences (the 'exemption holder') is exempt from section 78 (2) of the Act, the Fisheries Management (General) Regulations 2007 and the Fisheries Management (Fish Processor) Regulations 2007, insofar as he or a person acting as his agent may take southern rock lobster (*Jasus edwardsii*) that are less than the minimum legal size using a registered boat for a non-commercial purpose, and may store and transport the rock lobster for research purposes, and may deposit the rock lobster in the waters of the Northern Zone, subject to the conditions in Schedule 1, during the period 19 March 2008 to 31 March 2008, unless varied or revoked earlier.

SCHEDULE 1

1. Boats registered pursuant to the following Northern Zone Rock Lobster Fishery Licences may undertake the exempted activity—N025, N096, N011, N091 and N075.

2. The following fish processor may store the rock lobster under the direction of the exemption holder—Airlobster Pty Ltd.

3. A maximum of 100 rock lobster may be taken and stored pursuant to this exemption.

4. Any rock lobster stored at the premises of a registered fish processor must be kept separate from another fish at the registered premises and must be marked clearly.

5. Rock lobster may only be deposited in the waters of the Northern Zone Rock Lobster Fishery at the direction of the exemption holder.

6. An exemption holder must not contravene or fail to comply with the Act, or any other regulations made under that Act, except where specifically exempted by this notice.

Dated 19 March 2008.

W. ZACHARIN, Director of Fisheries

FISHERIES MANAGEMENT ACT 2007: SECTION 79

TAKE note that the notice made under section 79 of the Fisheries Management Act 2007, dated 7 December 2007, referring to the Spencer Gulf Prawn Fishery, is hereby varied such that it will be unlawful for a person fishing pursuant to a Spencer Gulf Prawn Fishery Licence to use prawn trawl nets in the areas specified in Schedule 1 during the period specified in Schedule 2.

SCHEDULE 1

The waters of the Spencer Gulf Prawn Fishery that are:

1. North of the following co-ordinates, starting at position latitude 34°19.00'S, longitude 137°31.00'E, then to position latitude 34°19.00'S, longitude 137°25.00'E, then to position latitude 33°57.00'S, longitude 137°25.00'E, then to position latitude 33°51.00'S, longitude 137°18.00'E, then to position latitude 33°55.00'S, longitude 137°09.00'E, then to position latitude 33°59.00'S, longitude 137°12.00'E, then to position latitude 34°10.00'S, longitude 137°01.00'E, then to position latitude 34°10.00'S, longitude 136°55.00'E, then to position latitude 34°17.00'S, longitude 136°50.00'E, then to position latitude 34°17.00'S, longitude 136°45.00'E, then to position latitude 34°04.00'S, longitude 136°45.00'E, then to position latitude 33°54.00'S, longitude 136°35.00'E.

2. Within the Wardang Island area, commencing at position latitude 34°19.00'S, longitude 137°30.00'E, then to position latitude 34°19.00'S, longitude 137°20.00'E, then to position latitude 34°23.00'S, longitude 137°15.00'E, then to position latitude 34°54.00'S, longitude 137°15.00'E.

SCHEDULE 2

From 2000 hours on 4 April 2008 to 0700 hours on 5 April 2008.

Dated 25 March 2008.

S. SLOAN, Senior Fisheries Manager

Orig: LF 11191549

15:05 5-Jun-2009
4 of 9 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
LF
Series No.
4

176

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: COWELL CLARKE CCL1

Correction to: COWELL CLARKE CCL1

Lands Titl 12:35 12/06/09 205266
REGISTRATION FEE $112.00

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

1. .....
2. .....
3. .....
4. .....

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

ITEM(S)	AGENT CODE
	CCL1

PICK-UP NO.	
CP	

CORRECTION DV 45 17.6.2009	PASSED
FILED ~~16.6.2009~~ 3.7.2009	

REGISTRAR-GENERAL

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Lic No.1

THE CONSERVATORY HANDBOOK

A welcome and quick reference booklet

This Handbook is developed as a quick reference for all who live in the Conservatory on Hindmarsh Square, whether owner or tenant. While all owners are expected to be familiar with the by-laws, tenants generally are not. This Handbook may be provided to your tenants to assist them in managing daily life in our building.

Management Committee

Rev 12 December 2024

The Conservatory Handbook

This handbook is intended to provide information for residents of The Conservatory Hindmarsh Square adds more detail than may be clear from the By-Laws. In case of questions, the By-Laws are the final authority.

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RESIDENTS HANDBOOK and BYLAWS

The Management Committee wants all who live at 47 Hindmarsh Square to have a positive experience. The governing document is the formally adopted Bylaws, which are available on the Conservatory web site maintained by our Managing Agent, Munro Property Group (MPG). Contact information for MPG and our caretakers, Onsite Services, is posted in the foyer, and in car park lift foyers. The information in the Handbook is based on extracts from the corporation's Bylaws as well as clarifying policies made by the Management Committee. Persons bound by the Bylaws include residents, children, visitors, family, invitees as well as persons, occupiers, tenants, guests and agents.

Breaches of the By-laws may lead to a penalty of up to $500 which is paid to the community corporation. These fines may be imposed on members of the community corporation or any other person including visitors or outsiders, though the first step is to communicate about a problem and attempt to eliminate the breach.

BE AWARE OF THE COMMUNITY'S BY-LAWS

Any owner who does not have a copy of the bylaws can obtain one from the web portal for our building, the MPG office, or the SA Lands Titles Office (LTO). It is the responsibility of the owner to inform any tenant of the bylaws and the guidance provided in this handbook.

Owners are responsible for the compliance of their tenants.

Owner's portal: http://munropropertygroup.com.au. Owners will have an Access Code and a Password.

SETTLING IN

1. Moving in or out you must inform the property manager 7 days in advance. Bylaw 13.6.4 states that property condition reports apply before and after your move. Lifts must be protected by canvas curtains when furniture and large objects are moved in or out. The property caretaker must be informed and given plenty of notice, at least 24 hours.
2. Deliveries and removalists must access the building via the car park levels (13.6.5)
3. You are entitled to 4 keys (apartment doors) and 4 entry fobs, one garage entry device for each carpark and 1 fob for entry to the gym\pool area. All keys and security devices must be recorded by contacting the property manager (8.11.1). Additional fobs can only be issued by the corporation.
4. Car parking is allowed only in the allotted parking space/s and penalties apply to use of others' spaces (5.11.2)
5. All loose items must be stored in the allotted storage cage, with nothing on top of cage (8.17)
6. Storage for bikes is in a room on the ground floor level of the car park between parks 9 and 10 or in your storage cage.
7. Only gas barbeques are allowed on balconies.

RENOVATIONS

1 Any renovations, painting or floor coverings within your apartment are completely your choice and responsibility. However, the caretaker must be advised so that elevators are fitted out with protective coverings if equipment and supplies are being brought in.
2 Noise restrictions do apply, please contact the property manager if your work may cause loud noises.
3 Blinds on all windows must be of the required uniform roller style, and window dressings visible from outside the building must be white or near white.

POOL, GYM & STEAMROOM USAGE

The Corporation is responsible for these areas. All users must be appropriately dressed for the area in question and be careful to use equipment properly. **This area is open from 5am to 10pm.**

The Pool

1. Children under 16 must be accompanied by an adult.
2. Please shower before entering
3. No running, diving or bombing
4. No food or alcohol or smoking permitted.
5. No glassware
6. Please dry after swimming so that you do not leave water in the lift.

The Gym

1. Children under 16 and guests are not permitted access.
2. For consideration of other users, a limit of 30 mins per machine is imposed.
3. Towels must be used on all equipment.
4. Appropriate footwear to be used – not bare feet or thongs.
5. Use the sanitizer provided to clean machines and benches after use.
6. Leave gym in a tidy state, weights replaced on racks and other equipment put away.
7. No food or alcohol allowed.

THE PUBLIC'S VIEW OF YOUR PROPERTY

1. No wall hangings permitted on external balconies.
2. Only outdoor furniture to be stored on balconies.
3. There are restrictions on the colour of garden pots, they must be grey.
4. No laundry or other items (e.g. storage bins, bicycles) may be placed on balconies.

BALCONIES

Nothing but clean, fresh water should be put down the balcony drains. These drains go to water tanks that then supply the toilet systems within the building. These drains are also easily blocked and are difficult to unblock.

COMMON AREAS

1. Please ensure that you or visitors or your contractor take care of common area walls, carpets etc. as damage beyond usual wear may incur fines.
2. Common area carpets are cleaned twice yearly; if you cause a stain, contact the caretaker promptly so removal can be arranged. You may be charged if removal is difficult.
3. Windows are cleaned twice yearly – advice is posted on the ground floor noticeboard. You are responsible for inside windows, the inside of the balcony glass and large panels not accessible to the outside cleaners.
4. Protocols apply if you wish to place art or other objects in the common areas on each floor. Refer to bylaws on the website.

SECURITY

1. When entering or leaving the building via the front glass doors, please ensure they close properly behind you. Do not allow strangers to enter.
2. If your apartment is buzzed from the keypad outside do not let someone you don't know into the building.
3. CCTV cameras are fitted in the foyer and carpark entrance. These are not monitored and only accessed if an incident occurs and a police report is made.

AIRCONDITIONING

1. All compressor units are situated on the roof. Maintenance is the unit owner's responsibility, although very little maintenance is needed.
2. You are responsible for the maintenance (changing/cleaning filters, etc.) inside your unit.

Air-conditioner filters are situated in the following positions:
Floors 10 -17 (18th floor varies)
Apt 01 above walk- in robe (same on 18th)
02 above walk- in robe
03 above laundry (1802 may be same)
04 above en suite (1803 may be same)
05 above second bathroom (1804 may be same)
06 above entry hall (1805 may be the same)

Opening the access hatch can be done with a key, a coin or screwdriver. The hatch for the filters is situated on the side of the housing and is about 300 x 80mm with two spring loaded catches.
Once the hatch is open, in most cases there will be three filter elements. A wire coat hanger straightened out with a hook on the end is handy to get the farthest filter out.
There are two types of filters in the building, one is a wave formation with a cardboard surround, and this must be vacuumed. **Caution:** the cardboard filters are a snug fit in the guide tracks and can be damaged easily. The second type is made of fly screen alloy framing with a flat filter; this may be washed or vacuumed.
Recommendation would be to clean the alloy filter approx. every 250 hours of operation; the cardboard wave filter should be cleaned every 500 hours of operation.

LEASING

1. The Corporation's permission must be gained for any leasing agreement less than 3 months (18)
2. The identity of a lessee must be identified to the Corporation (18.2). If the lease is handled by a managing agent, that agent must also be identified to the Corporation.

RUBBISH & RECYCLING

1. There is a Rubbish & Recycling room on each residential floor. Please ensure that ONLY recyclables are placed in the bin provided. Drink bottles are to go in the extra bins on the car park levels.
2. The bins for composting material are located in the car park, on each level. Small bins for use in your apartment are available from the caretaker, and suitable bags are available at no cost from the city offices or public library.
3. Please do not place heavy (irons, saucepans etc.) or bulky items (pillows, quilts etc.) down the chute as it may result in a blockage. Blockages are expensive to clear.
4. All non-recyclable and non-composting rubbish is to be **well wrapped** before putting into the chute.
5. For removal of large or heavy items such as old irons, toaster etc. please call the property manager for removal from the room.
6. Hard rubbish collections are organized periodically, and you may request this and all other residents will be notified.

PETS

Owners may bring pets owned prior to purchase of a unit and meeting the by-laws requirements to the building. A tenant is not allowed to have pets.

Owners may request approval for a new pet, following the requirements of the policy adopted at the 2012 AGM and available on the web portal. Any questions should be clarified *before* purchase or adoption of a new pet.

CAR PARKS

No items apart from road vehicles are to be stored in car parks. Apartments are all allocated car parks, there are no spare car parks within the building.

There is no facility for charging vehicle batteries in car parks and no maintenance apart from of an emergency nature is to be undertaken in a car park.

BICYCLES

Bikes are to be stored within apartment cages on the carpark levels or within the bike room located between carparks 9 and 10.

Bikes are not to be taken up to the apartment levels.

FIRE ALARMS

Apartment smoke alarms are very sensitive.

Should your internal alarm be activated due to smoke from the oven or steam from cooking and you are confident of the reason then you have three minutes to clear the alarm in your apartment, this can be done by opening doors and windows etc. and fanning the smoke detector with a placemat or similar.

Once the three minutes has passed if the alarm has not reset, the fire brigade will be automatically called out, there is a call out fee and you will be responsible. This fee is considerable.

From MFS Q&A

A **chargeable unwanted alarm** is an unwanted alarm from a fire alarm system where the cause of the unwanted alarm was due to an activity of an occupant or inaction of an owner and where the activation of the alarm could have been prevented.

POWER FAILURE

In the event of a power failure that affects the entire building note that:

1. water pumps to apartments will not function.
2. lifts will not function.
3. rubbish chutes should not be used as the compactors will not function.
4. foyer entrance door will remain open.
5. battery backup for smoke alarms will be engaged.
6. car park roller doors will not function.

DRAIN ODOURS

The drains inside your apartment bathrooms may dry out and become smelly if unused. The odour can be solved by pouring 1-2 litres of water down the said drain/s to create a water trap.

WATER ISOLATON VALVES

Water isolation valves to your apartment are located via the small trapdoor in the laundry ceiling of the apartment. The trapdoor can be opened using a 5c piece. There are 3 isolation valves – hot, cold and recycled water to toilets.

In addition, every appliance connected to the water supply within the apartment should have a separate isolation valve between the water supply at the wall and the flexible hose to the appliance. 'Appliance' includes handbasins, sinks, dishwasher, washing machine, water filters etc. Maintenance of appliances and plumbing within each apartment/lot is the responsibility of the lot owner.

GAS ISOLATION VALVES

Gas isolation valves for the gas cookers are to be found in the cupboard under the gas cooktop.

ASCM | Building Smarter Communities

ADELAIDE STRATA & COMMUNITY MANAGEMENT



RESIDENT GUIDE



41-51 HINDMARSH SQ
Adelaide SA 5000
Plan Number: 25455

ASCM.COM.AU

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Your Community Management

Hello from the team at Adelaide Strata & Community Management

We're pleased to share the Resident Guide specifically prepared for your building and for you.

Inside this Guide, you will find information about your property including useful contact details, important By-laws or Articles and answers to any queries you have regarding services.

As the appointed Community corporation management company, our goal is to make your experience living here as enjoyable and convenient as possible.

Adelaide Strata & Community Management (ASCM) has been managing Communities of all different sizes since 1992. It's what we do. We work with the committee to provide impartial, helpful, professional advice and services, ensuring the smooth management of your Community.

Community responsibilities

The Community is responsible for the management of common property, which is defined by the boundaries set out in the Plan of Subdivision.

The Community is also responsible for financial management, arranging insurance, conforming to law and additional By-laws or Articles, record keeping, ongoing maintenance and managing repairs of common property.

To successfully manage this takes time, experience with managing Community funds and forecasting budgets, as well as expert knowledge of Community legislation and regulations. That's our role. And we are proud to be managing this on behalf of your community.

Visit us online

To help answer any queries you may have, visit us online at ascm.com.au.

Here you can pay your levy, update your address details, request a quote to manage another property and access our wide range of resources designed to help make your life living in apartment as enjoyable as possible.

We even have a really great content hub, Communique, where you will find lifestyle articles, information about strata living, and so much more.



The role of a Community Manager

The Community is responsible for the ongoing maintenance of common property as defined in the Community Plan. These responsibilities are detailed in the Community Titles Act 1996 and include, but are not limited to, common property maintenance, financial management, insurance placement and the conduct of meetings. As this can often be an onerous and time consuming task, a Community will invariably engage the services of a Body Corporate Management company to assist the Community Corporation in fulfilling its responsibilities.

A Body Corporate Management Company (or Community Manager), is a professional service provider that has been appointed by a Community pursuant to relevant State legislation.

The Community Manager is delegated the responsibility to undertake duties and perform functions as outlined in the contract of appointment, and as approved by the Communities committee.

Managers are specialists in their field, possessing the knowledge and expertise to administer the Community in accordance with complex South Australian legislative requirements, to achieve consensus in decision making.

Key responsibilities

The Community responsibilities delegated to a Community Manager are as follows:

- conducting meetings including the Annual General Meeting (AGM)
- preparation and distribution of notices, agendas and minutes of meetings
- preparing financial reports and budgets
- collecting and banking levies, maintaining a bank account in the Community Corporation name
- arranging required insurance
- acting on instruction of the Community to arrange repairs and maintenance of common property
- account keeping and payment of invoices
- attending to correspondence
- maintaining records and statutory registers
- provides advice generally on the operation of the Community

Your Management Team

ASCM has a team of dedicated staff who can assist you in all Community matters. When contacting us, you will be directed to the person most appropriate to assist you. Additionally, your Community is overseen by a dedicated Community Manager whose role is to ensure that all matters relating to the Community are dealt with in a timely and compliant manner. Your Community Manager liaises with the Management Committee of your Community on a regular basis and assists in conducting meetings throughout the year.

Maintenance requests

It is important to note that ASCM does not act independently in matters relating to the Community and must seek instructions from the Community when requests from owners or other parties are received, in relation to maintenance and repairs of the common property.

When maintenance or repair matters arise, owners should report the issue to ASCM in the first instance. If the matter is urgent (ie an emergency), ASCM is empowered to take action to make safe and mitigate any immediate risk. Subsequently, as well as for non-urgent matters, ASCM will seek instructions from the Community committee on how to proceed.

In some cases, such as leaking or blocked pipes, it may not be immediately apparent whether the issue relates to common property or owner's property. In such cases, owners should be aware that in the event an investigation results in the issue arising from owner's property, the owner will be liable for the cost of repair.

> For example, an owner might report that their toilet or shower is not draining. This may initially appear to be an owner's responsibility, however on investigation it is found that there has been a tree root incursion in the main pipe. This then becomes a Community matter and expense. Had the tree root incursion occurred on the branch pipe, it would have been an owner's responsibility and expense.

Please be aware that ASCM can only assist with matters relating to common property.

Afterhours Service

The afterhours service is for common property emergencies only, not for works which are the responsibility of an individual unit owner. If the matter is not in relation to common property and you require attendance by a contractor, the cost of the call out will be met by the unit owner.

- If you are a lessee or occupier of a unit, you must have the consent of the lot owner to request this service.

Please be aware the minimum after-hours service fee for any attendance is $295 plus GST (call out fee). If there are any works that are require, there will be additional charges.

Contact details for your property

Postal/Utility Street Address

41-51 HINDMARSH SQ,
Adelaide SA 5000

Council:

City of Adelaide
www.cityofadelaide.com.au
(08) 8203 7203
customer@cityofadelaide.com.au

Community Corporation Management

Adelaide Strata & Community Management (ASCM)

Phone: (08) 8490 1300
Email: admin@ascm.com.au
Afterhours: (08) 8490 1300 for *emergency maintenance issues that affect common property between 5pm to 9am (including weekends) – please refer to page 5 for important information about this service.*

Emergency Response

Dial triple zero (000) for ambulance, police or fire services in the event of an emergency.

Insurance

Community Corporation Insurance

Community Corporations are obliged under the Act to ensure that Community property is insured for its full replacement value (as well as other insurance obligations detailed in the Act).

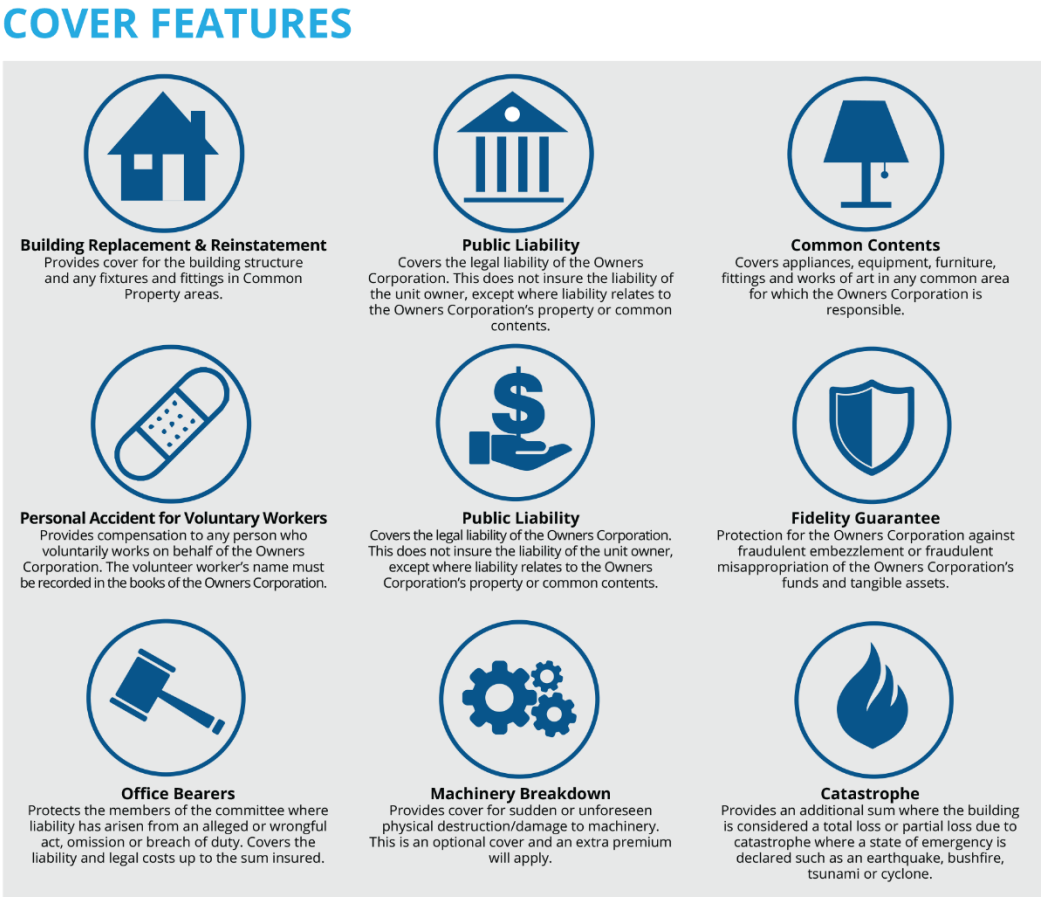
The Community maintains an insurance policy to ensure its insurance obligations are met. Cover provided by the Community does not cover for any loss or damage to vehicles, bikes or any personal items stored or located on Common Property.

The Community reviews the insurance policy annually and engages a broker to ensure the policy with the most appropriate terms and conditions is selected. Premiums for the policy are paid for from the Community Administration Fund, which is funded by owners' levies.

It is important to note that, in most cases, owners in a Community Corporation are responsible for insuring their own buildings and structures within their Lot. Please check with your Community Manager if you are unsure about the insurance arrangements in place for your Corporation.

Contents Insurance & Landlord Insurance

Owners are reminded that the Community policy does not cover contents (e.g. carpets, window fixtures, light fittings) and personal liability and that owners must make their own arrangements in this regard. If your unit is leased, it is advised to take out Landlord insurance also to cover loss of rent, damage etc.



Access devices - keys and gate remotes

In a Community Corporation, keys are the responsibility of all Owners who are to ensure if the property is leased by an agent, that keys are handled by the agent. If any keys need replacing (this includes keys for electrical meter boxes), this will be the responsibility and cost of the owner to replace.



Some Community Corporations have automated gates and will need remotes to gain access to the driveway. If a replacement remote is needed, the Owner or Property Manager can contact the name of the contractor who services the gate to enquire if they can supply a remote. The Manager can be contacted for the contractor details. Some remotes can be supplied by independent suppliers also, which Owners and Property Managers are privy to.

Care for your access device/s

Access devices may get damaged if exposed to prolonged direct sunlight, placed near a magnetic source, or submerged in water.

Batteries in remotes require replacing approximately every 24 months. If you need to be closer to the garage door for the remote to open the garage door, or if you need to press the button more than once, the battery may need to be replaced.

IMPORTANT: Please note ASCM cannot accept instructions from a tenant. Any tenant making a request or seeking to instruct the Community Manager, will be referred to the owner or the managing agent of the lot.

Please also note that should an appointed managing agent make a request on behalf of an owner, unless advice is given to the contrary, that agent will be deemed to be acting on behalf of the owner and will have the authority to bind the owner including any costs arising from the request or instruction.

All requests must be lodged by the lot owner or managing agent via the ASCM website HERE. A dedicated team will process all access device orders.

Moving in/out procedures



Please be advised there are no restrictions in moving in or out of the building. However, please note the guidelines below:

Moving guidelines

1. Residents are responsible for providing the moving/delivery Company access to their unit and garage door use.
2. It is the responsibility of the residents to ensure Schedule 3 of the Community Titles Act 1996 are followed accordingly and to respect the rights and privacy of other residents and following by-Laws relating to common areas.
3. Residents using or renting their own vehicles for the purpose of moving furniture or delivering goods, are also required to observe all the requirements given above for commercial carriers/removalists.
4. Make sure your furniture will fit the entry doors and garage door. Any damage costs may be passed onto the resident or moving company if damage is caused by these parties.
5. Please ensure the Presiding Officer or Secretary of the Community Corporation are notified promptly of tenancy changes. Please also ensure a copy of this document together with a Schedule 3 of the Community Titles Act 1996 is included in tenancy agreement documents.

Utilities

Electricity

There are separate meters for each lot. Please contact your preferred electricity retailer to set up your electricity account.

For any promotional offers negotiated exclusively for ASCM (Smarter Communities) customers, please refer to our Smarter Benefits webpage - smartercommunities.com.au/services/smarter-benefits/

Water

Service providers for water are restricted to the location of your property.

Below please find details of the Water Provider for your location.

If you are a new owner, please contact SA Water directly to create your account.

Provider:	SA Water
Phone:	1300 729 283
Website:	sawater.com.au
Email:	customercare@sawater.com.au

If you are tenant, your managing agent or owner will usually negotiate water usage in your lease agreement sign up and set up an account with SA Water on your behalf.

Gas

For any promotional offers negotiated exclusively for ASCM (Smarter Communities) customers, please refer to our Smarter Benefits webpage - smartercommunities.com.au/services/smarter-benefits/

Phone / Internet

This is a Lot owners' responsibility. Most buildings are now serviced by NBN. Contact your preferred telecommunications provider to set up your account.

To check availability of NBN to your property and arrange connection, please visit:

Home | nbn (nbnco.com.au) or A guide to getting connected | nbn (nbnco.com.au)

Amenities



Car Parking

Parking is provided for each individual unit. Under no circumstances is parking provided within common property unless specifically identified.

When parking, please consider other residents using the area and ensure that free access is available for other residents to access their vehicle.

Your parking space is considered private property and it is your responsibility to clean it and ensure it is rubbish free. If there are items in your parking space that pose as a safety risk to residents (e.g. oil leaks), the Community Corporation has the right to ask that that your area is cleaned in a timely manner.

Visitor parking spaces

Some Community Corporations have allocated visitor car parking spaces available. Visitors are required to park in the allocated parking spaces provided. We kindly request you ensure your visitors do not park in other resident car parking spaces. Owner/occupiers should not use the allocated visitors parking for extended periods. Blocking of driveways or parking within the Common Property may be considered a Breach where the Community Corporation may take further action. Adherence to any parking restrictions is appreciated by all residents.

No visitor parking spaces

If there are no visitor car parking spaces available, visitors are required to park on the street. We kindly request you ensure your visitors do not park in other resident car parking spaces.

Parking is restricted to two vehicles per unit only. Visitors may have to park in the street or within your carport. Please do not park in the driveway.

Corporation By-Laws

Please refer to the By-Laws of your Corporation for guidance specific to your property. In addition, we request that residents comply with the guidelines regarding the following:

Noise

Generally, noise levels from within a unit must not interfere with the peaceful enjoyment of others in the building, including those lawfully using the common property.

According to state and Local laws, as a good neighbor, you should not interfere with a person's enjoyment of their home. However, if they make noise outside the prohibited hours and the noise can be heard from inside a habitable room of another residential premise, then it may be a cause for concern. Please talk to your neighbours first to try to resolve the situation. If the issue cannot be resolved, please call the Police on 131 444.

The prohibited hours vary for different types of equipment and a comprehensive list is available from epa.sa.gov.au. For example, the prohibited times for musical instruments, any electrical amplified sound equipment including stereo, radio or television are:

- Monday to Thursday: before 7am and after 10pm
- Friday: before 7am and after 11pm
- Saturday and public holidays: before 9am and after 11pm
- Sunday: before 9am and after 10pm

Please note that any residential noise can still be considered unreasonable outside the prohibited times.



Behaviour

Behaviour of residents and guests must not disturb or compromise the security of the building or other residents. If a unit is leased through an agent and behaviour issues are ongoing, then the Community has the right to ask the Agent that the lease is not renewed.

Balconies

Residents must not place, display or hang any chattel or item (including but not limited to any item or clothing, washing, carpets, rugs, fairy lights and the like) on or from a balcony.

Please ensure this area is clear of items to provide a clear exit to residents in the event of an emergency.

Animals

Subject to the terms of your by-Laws, Owners may apply to keep a pet and that such approval (if granted) shall remain at the discretion of the other Owners of the Community i.e. excessive noise, damage to common property can result in the withdrawal of the approval.

Animals, if approved, must always be under the owner's control whilst on or in common property i.e. they must be kept on a lead, carried or placed in a cage. Cats should be inside cats only.

If you are a tenant, we advise you to contact your rental provider or managing agent to seek consent before you have a pet/animal at the property as per the Residential Tenancies Regulations 2021.
Please note: A Pet Application Must be Submitted.

Driveway Vehicle Speed

Please keep the vehicle speed to 7kph.

Driveway Stains

Any oil stains from vehicles must be cleaned up promptly or cleaning work will be carried out and costs recovered from the unit owner.

Smoking

Smoking is not permitted in the common areas. Please put out your cigarette well before you enter the premises. Do not dispose of your cigarette ends in the common areas such as the garden, entrance, or car park.

For Lease/Sale Boards

For lease or sale boards are to be erected so it does not interfere with the driveway, letterboxes, or gardens.

Fencing

The Fences Act 1975 (as amended) applies between the Community and neighbouring properties. Any damages to fencing which may be caused through a resident will have costs incurred and will be passed onto the relative owner. Fences remain the property of the common area, therefore any fencing issues, ie. repairs needed should be reported to the Body Corporate Manager who will then work with the Community Committee in attending to fencing notices and or repairs/replacement.

Security



In the event your vehicle or property has been broken into, do not touch anything. Call the police to report the issue and provide all the information you have.

Make sure you lock your vehicle and do not leave any valuables inside. Be particularly careful not to leave your fob or garage door remote (if applicable) in your car as this gives thieves easy access to the building.

Please ensure that bikes are locked away and not left on balconies or areas for easy targeting. The Community advises against you authorising for any parcels or packages to be left unattended in the Common Property or accessible areas of a lot subsidiary.

Please be advised, the Community does not accept liability for any damage to or theft of vehicles and/or personal items caused by third parties.

The Community insurance policy will not cover contents loss or vehicle damage when caused by third parties. We strongly recommend that no valuables are kept in your vehicle.

If you see any suspicious behaviour in the common areas or around the building, please call the police who will then supply a police report number. This information should then be forwarded to the Community Manager who can then initiate an insurance claim for common property loss e.g. broken windows, damaged doors etc.

If a resident suffers a loss e.g. bike or personal items they should report this to both the police and their insurer as soon as possible.

If you see any suspicious behaviour in the common areas or around the building, please call the police who will then supply a police report number. This information should then be forwarded to y our Community Manager who can then initiate an insurance claim for common property loss e.g. broken windows, damaged doors etc.

If a resident suffers a loss e.g. bike or personal items, they should report this to both the police and their insurer as soon as possible.

Maintenance



Waste Management

The occupier of a Community Lot must provide a garbage bin for the storage of garbage upon their respective Lots, and to ensure that arrangements are made for collection of garbage by the local Council or its contractor, in accordance with that Council's By-laws and garbage collection arrangements from time to time.

Your waste is collected by your local Council where details on pick up days and frequency can be located within the Council website (details below).

Other Wastes

Most councils in South Australia provide free hard waste collection for residential properties.

Please see below link for hard waste disposal and recycling centers:

www.cityofadelaide.com.au

Please refer to your local council website for details of how to arrange a hard rubbish collection.

Caretaking Services

The Community Corporation has made arrangements for the ongoing upkeep of Common Property including lawns, gardens and some common assets.

Caretaking services are conducted on a regular basis with the scope of works and frequency determined by the Community Corporation.

To ensure the common property is maintained to a high standard, your assistance in keeping areas clean and clear for access is appreciated.

The below is an example of the type of services provided in maintaining the common property:

- Mow lawns and maintain garden beds
- Remove any junk mail and loose litter
- Maintain the garbage area in a clean condition
- Rake and remove all excess leaf litter from hard surface areas
- Mechanically blow all hard surface areas and keep free from weeds
- Maintain clothesline area in a clean and weed-free condition (if applicable)
- Clean drainage grates
- Report any Occupational Health and Safety concerns (i.e. trip hazards)

Your Community Corporation has appointed CMS Services to undertake the regular Caretaking services at the property.

If there are any concerns with the of cleanliness of the common areas, please do not approach the contractor directly. Please direct your enquiry to your managing agent if you are a tenant, or to ASCM if you are an owner for any issues to be addressed.

Fire Safety

The resident is responsible for understanding fire safety procedures. Please contact any Fire Safety Service if you have any concerns around equipment that should be installed and maintained within an individual unit. This matter can then be addressed with the Property Manager who can liaise with an Owner to have the proper equipment provided within a unit. Owners are responsible to maintain fire equipment within the unit e.g. smoke detectors. This should be maintained by the owner on an annual basis.

The Community Corporation has engaged the services of Proficient Fire Protection to maintain all Fire safety obligations at the property.



Renovation & repairs within a private lot

The Community Corporation is required to be notified in writing of renovations if those works will affect common property or other lots which includes:

- noise and generation of dust while work is being undertaken.
- debris and materials on common property.
- alterations to common services such as drainage or moving of walls which may affect the structural integrity of the building.
- access by contractor including parking on common property which may require the approval of the Community Corporation.

If any works require a planning or building permit, notice must be given to the Community Corporation of the application. If there is any doubt as to the need for a permit, an owner should discuss this with their architect or builder to determine the requirement.

Any works undertaken by the owner must be of a professional standard.

It may also be appropriate to contact Council as a permit may be necessary for what appears to be even minor matters, such as installation of a water tank or solar panels.

The Proprietor or occupier of a Lot must keep the Lot, including without limitations exterior of the building on the Lot, clean and tidy. Any repairs that the Community Corporation may be responsible for must be reported to either the Committee or Manager as soon as possible.

Any works which will alter the external appearance of the lot requires approval at a properly convened general meeting of the Community. An example would be the installation of a shade on a balcony. Although within the lot, to change the external appearance requires the consent of the Community. This includes any works that will potentially affect the structural integrity of the building (roof) and or items placed on the common property without approval, (portable toilet, building materials)

Owners should be aware of the extent of their lot before commencing works to ensure common property is not being altered as this requires the consent of the Community Corporation. This may require seeking advice as to the extent of the boundary of the lot as set out on the plan.

Air Conditioner Installations

In the event that you require an air conditioning unit to be installed, this will need to be approved by the Community Corporation. Please contact the Community Manager for further details. The following information will be required to submit for approval by the Community Corporation:

- The proposed location of the air conditioning unit. Please provide drawings if possible.
- Picture of the unit type to show what aesthetic impact it will have on the building.
- Advise whether there will be a noise impact affecting neighbouring apartments.

Once ASCM is in receipt of the above information, we will forward this to the Committee for consideration.



Entrusted by over 5,500 unit owners throughout South Australia

Adelaide Strata & Community Management

1/102 Greenhill Road
Unley SA

t. (08) 8490 1300
e. admin@ascm.com.au

ASCM.COM.AU
SMARTERCOMMUNITIES.COM.AU



While Adelaide Strata & Community Management has made every effort to ensure material and information published in this guide is accurate and current, Adelaide Strata & Community Management makes no representations or warranties about the suitability, accuracy, adequacy or completeness of that material or information and reliance on any such material or information is done so solely at your risk. All content is subject to change and is provided to you as presented, without any warranty of any kind, either expressed or implied and we do not undertake to keep this guide up to date.

Adelaide Strata & Community Management Pty Ltd (ASCM) ABN 73 058 467 056 is a fully owned subsidiary of Smarter Communities Pty Ltd ABN 25 065 006 859

PURPOSE:	SECONDARY COMMUNITY STRATA	AREA NAME:	ADELAIDE	APPROVED: JERZY MROTEK 12/06/2009	C25458
MAP REF:	6628/42/H	COUNCIL:	THE CORPORATION OF THE CITY OF ADELAIDE		
LAST PLAN:	C25455, D77697	DEVELOPMENT NO:	020/C021/07/001/21342	DEPOSITED: ORAZIO DEANGELIS 03/07/2009	SHEET 1 OF 25
					17729_text_01_v06_Version_6

AGENT DETAILS: CALDER HARRIS SURVEYORS PTY LTD
SUITE 3, 95 KING WILLIAM ST
UNLEY SA 5061
PH: 82721822
FAX: 82725007

AGENT CODE: CALD

REFERENCE: B2591-SCR 1C.200

SURVEYORS CERTIFICATION: I Rodney Neil Burford , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
9th day of June 2009 Rodney Neil Burford Licensed Surveyor

SUBJECT TITLE DETAILS:

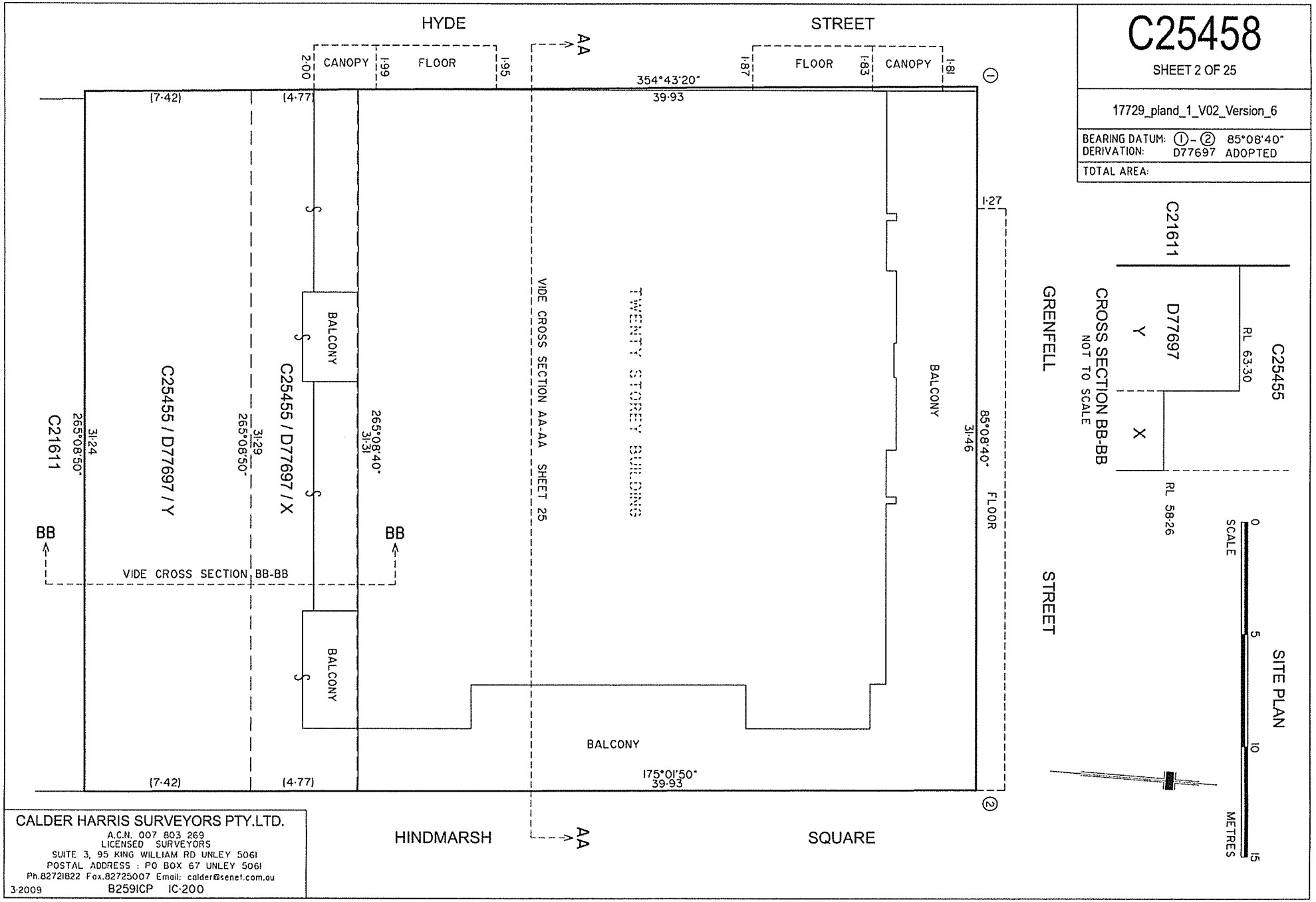
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
PT CT	6021	172		LOT(S)	4	C	25455	ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: PORTION OF D77697 MARKED X EXISTS BELOW A LEVEL OF 58.26 METRES A.H.D.
PORTION OF D77697 MARKED Y EXISTS BELOW A LEVEL OF 63.30 METRES A.H.D.
LOT 4 IN C25455 EXISTS AT BASEMENT, GROUND, MEZZANINE AND FIRST TO NINETEENTH FLOOR LEVELS INCLUSIVE
ENCROACHMENT OF FLOORS OCCURS OVER GRENFELL STREET (PUBLIC ROAD) VIDE C25455
ENCROACHMENT OF FLOORS, BALCONIES AND CANOPIES OCCURS OVER HYDE STREET (PUBLIC ROAD) VIDE C25455
NOT WITHSTANDING ANY BOUNDARIES DELINEATED ON THE PLAN ALL STRUCTURAL COLUMNS ETC. ARE COMMON PROPERTY VIDE C25455
ADDITION OF WORD 'WALL' ON SHEETS 15 AND 23 VIDE DDP 11221213 PRO RG 7.08.2009



C25458

SHEET 2 OF 25

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BEARING DATUM: ① - ② 85°08'40"
DERIVATION: D77697 ADOPTED

TOTAL AREA:

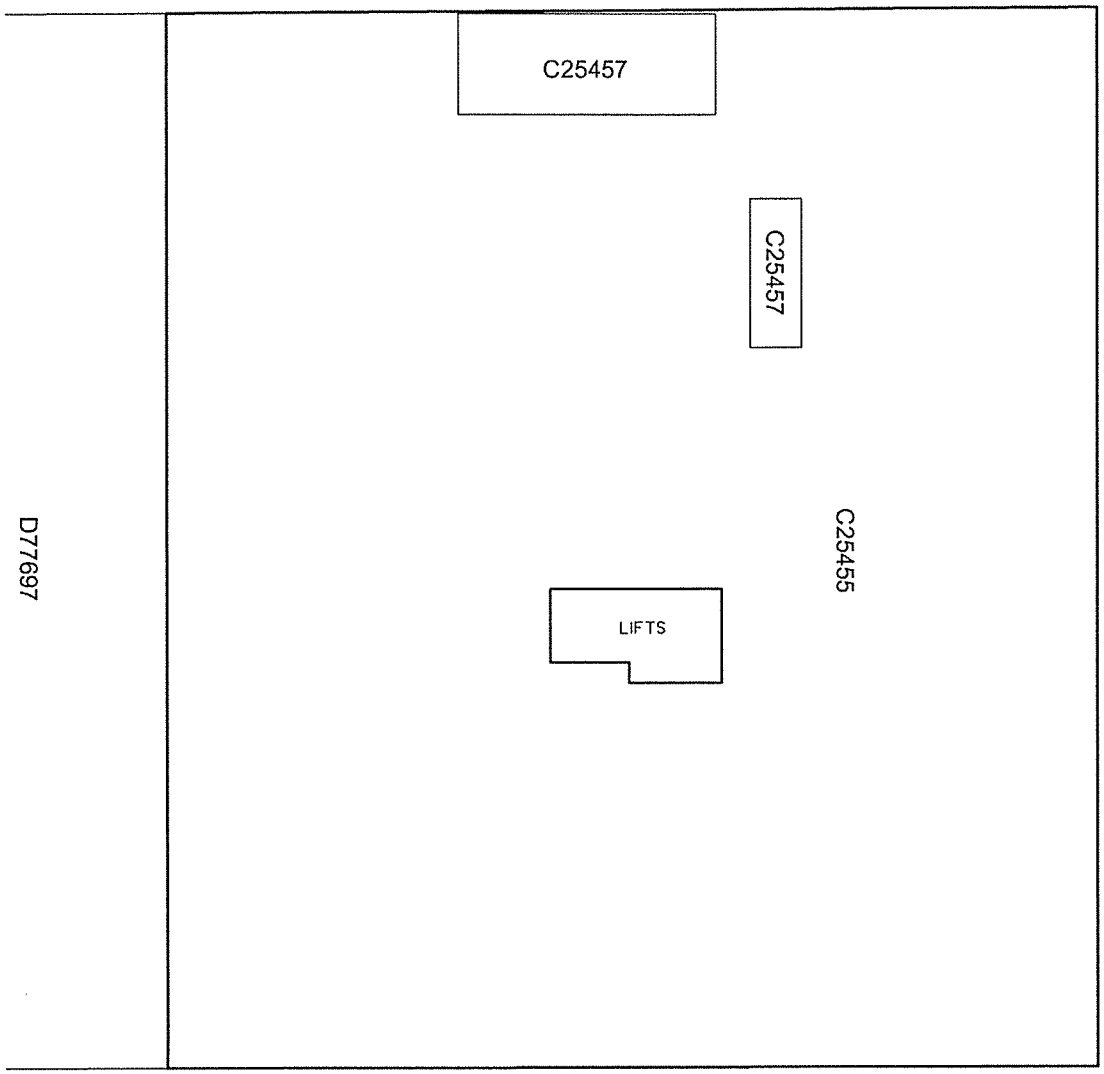
CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

3-2009 B2591CP IC·200

C25458

SHEET 3 OF 25

17729_pland_2_V02_Version_6



SCALE 0 5 10 15 METRES

BASEMENT FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
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C25458

SHEET 4 OF 25

17729_pland_3_V02_Version_6



GROUND FLOOR PLAN

SCALE 0 5 10 15 METRES

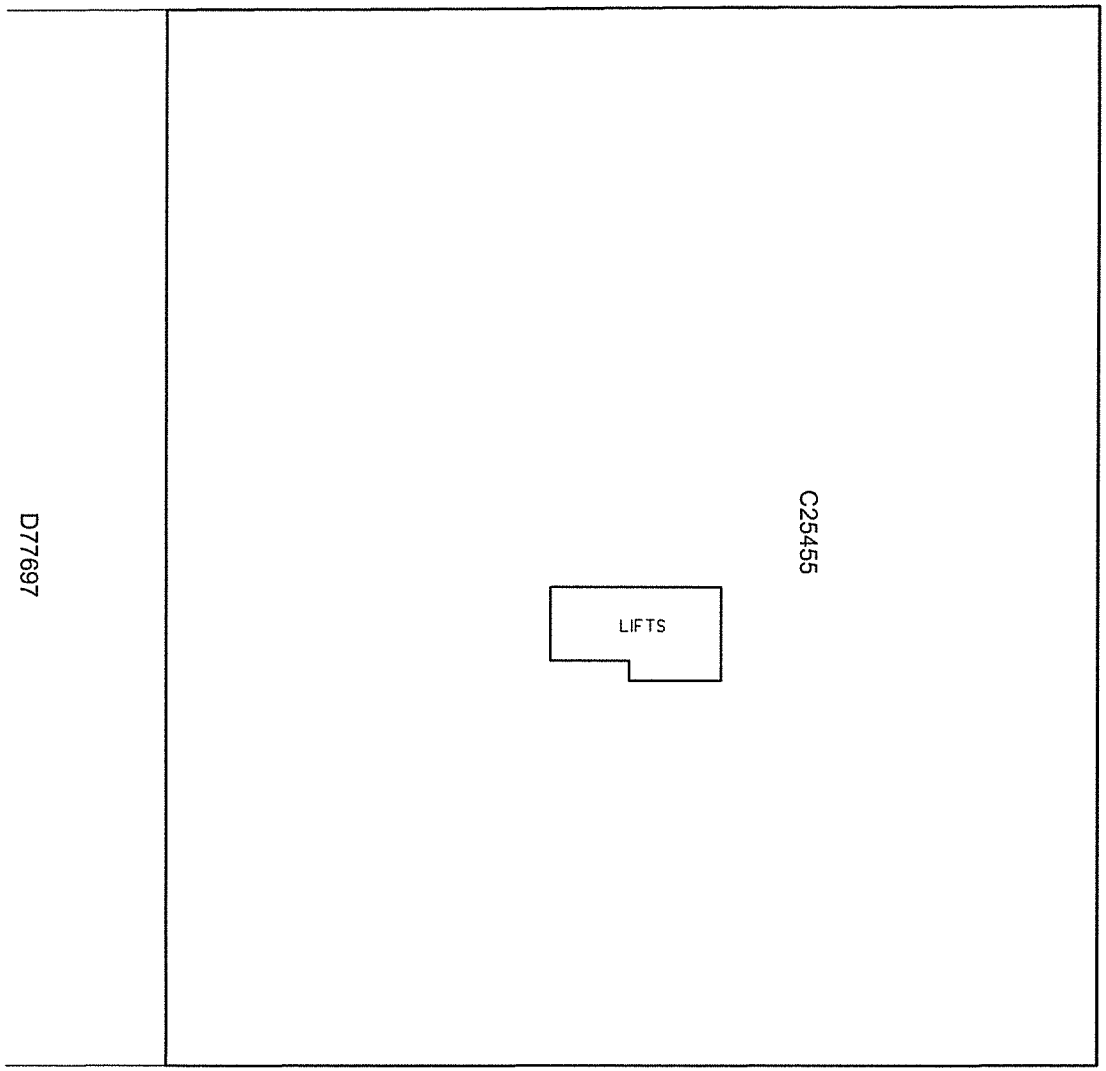
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C25458

SHEET 5 OF 25

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MEZZANINE RAMP PLAN

SCALE 0 5 10 15 METRES

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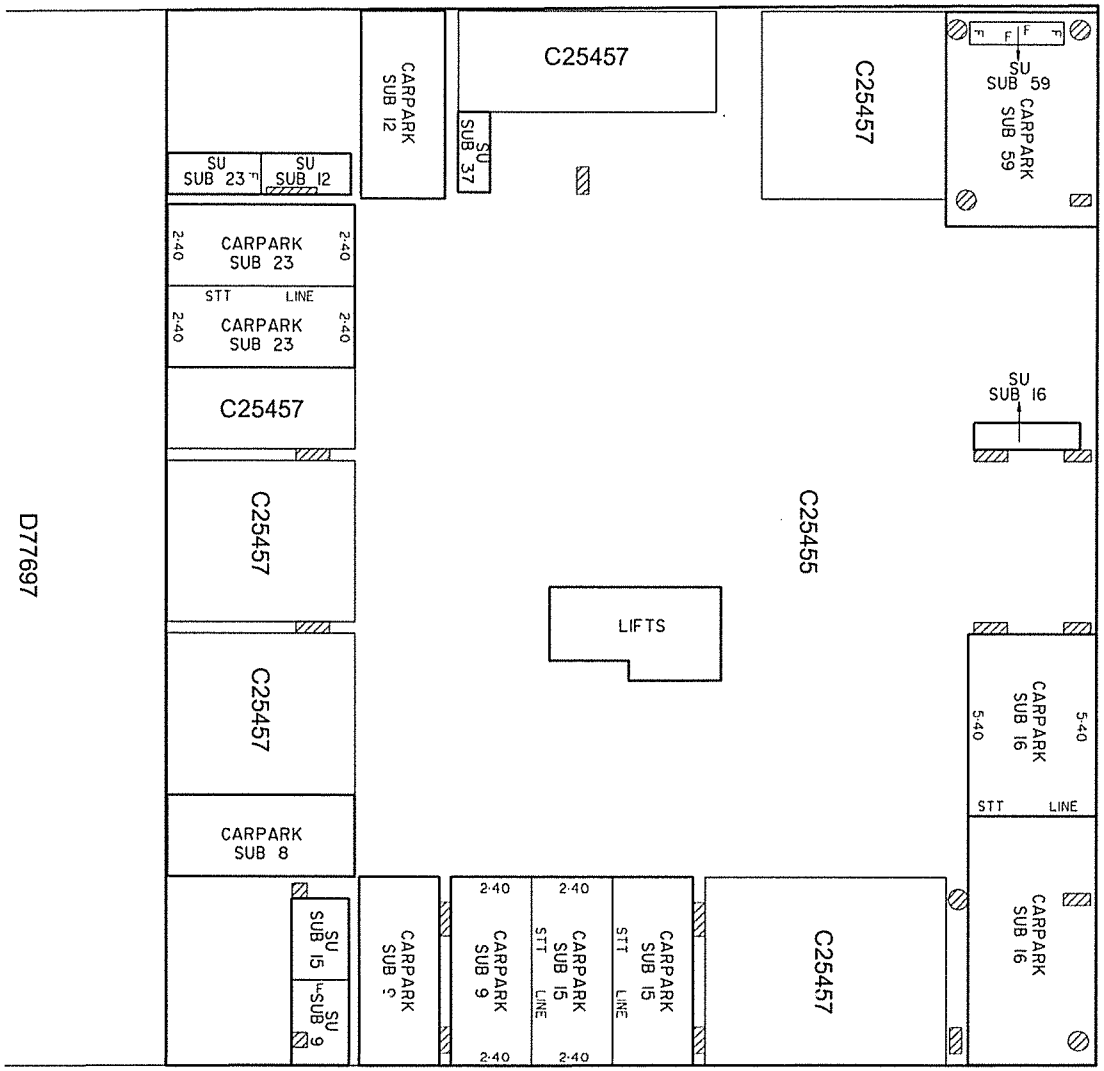
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C25458

SHEET 6 OF 25

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THE UPPER AND LOWER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK IS THE UPPER SURFACE OF THE CONCRETE SLAB AND 3 METRES ABOVE UNLESS LIMITED TO THE UNDERSIDE OF THE CEILING OR OVERHANGING STRUCTURES



LEGEND	
STT LINE	STRAIGHT LINE
	COLUMN
SU	STORAGE UNIT

FIRST FLOOR PLAN

SCALE 0 5 10 15 METRES

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
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SUITE 3, 95 KING WILLIAM RD UNLEY 5061
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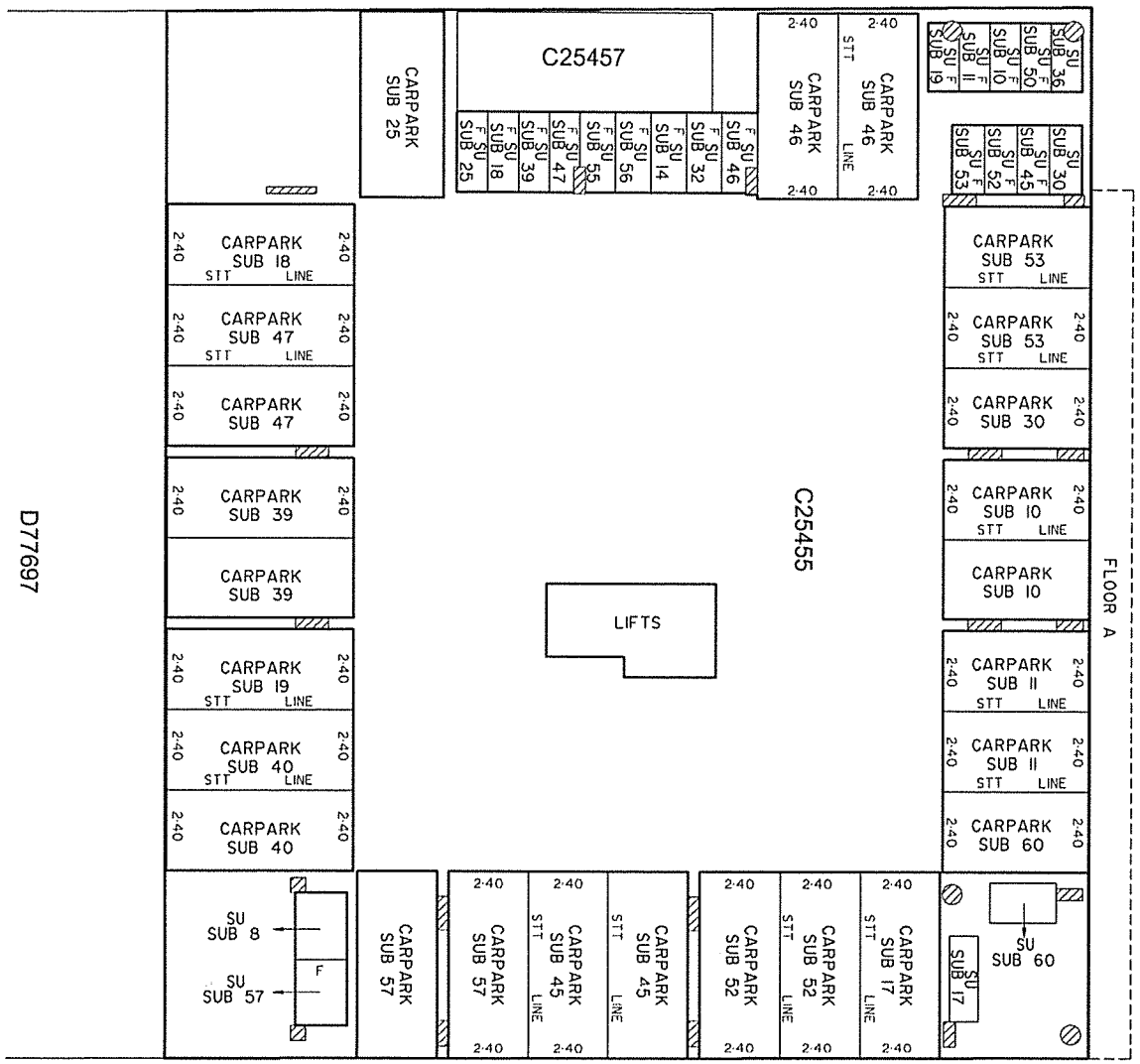
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SHEET 7 OF 25

17729_pland_6_V03_Version_6

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LEGEND	
STT LINE	STRAIGHT LINE
▨	COLUMN
SU	STORAGE UNIT



SECOND FLOOR PLAN

SCALE 0 5 10 15 METRES

CALDER HARRIS SURVEYORS PTY.LTD.
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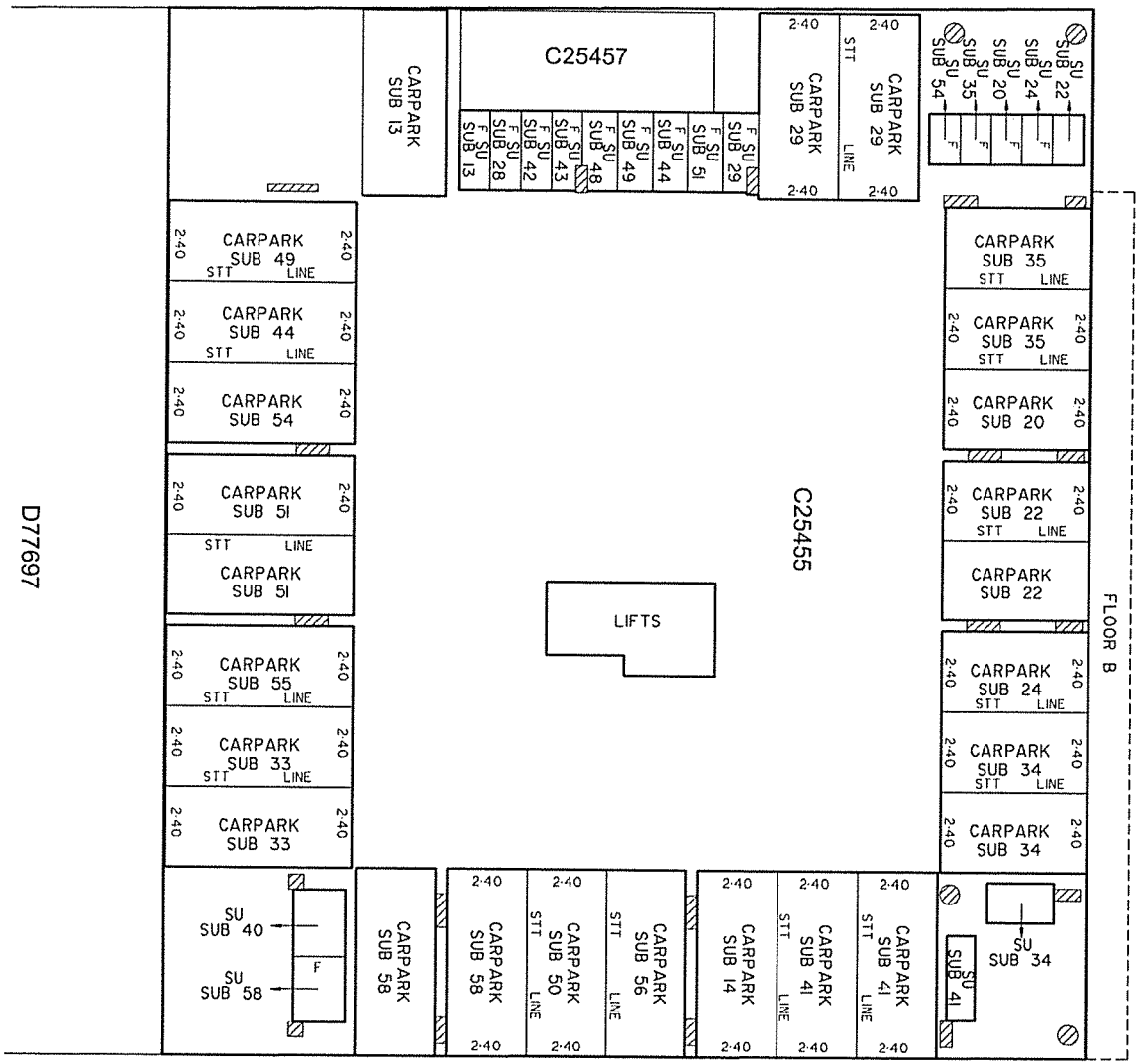
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SHEET 8 OF 25

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THE UPPER AND LOWER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK IS THE UPPER SURFACE OF THE CONCRETE SLAB AND 3 METRES ABOVE UNLESS LIMITED TO THE UNDERSIDE OF THE CEILING OR OVERHANGING STRUCTURES

LEGEND	
STT LINE	STRAIGHT LINE
	COLUMN
SU	STORAGE UNIT



THIRD FLOOR PLAN

SCALE 0 5 10 15 METRES

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
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SUITE 3, 95 KING WILLIAM RD UNLEY 5061
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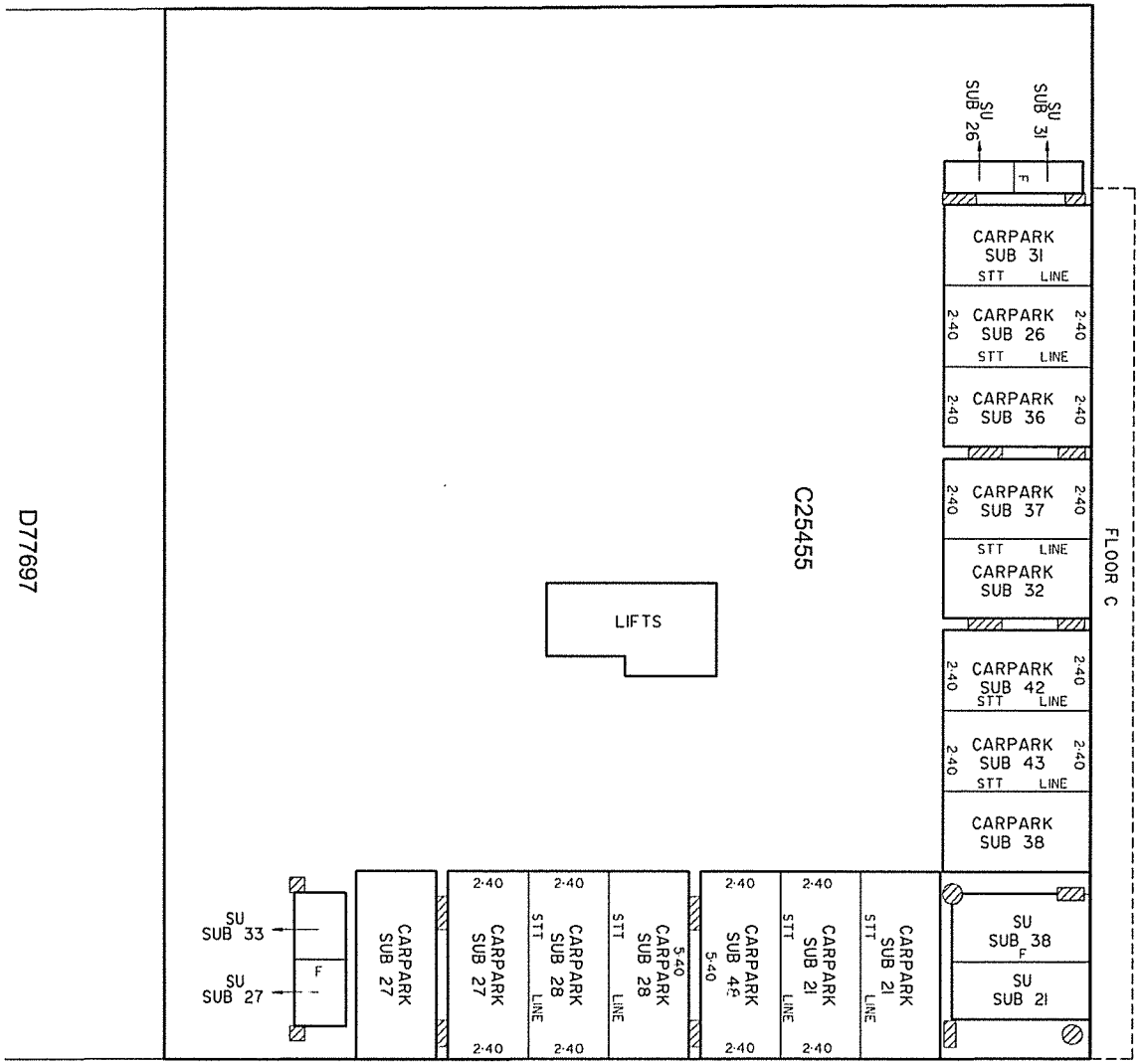
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SHEET 9 OF 25

17729_pland_8_V03_Version_6

THE UPPER AND LOWER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK IS THE UPPER SURFACE OF THE CONCRETE SLAB AND 3 METRES ABOVE UNLESS LIMITED TO THE UNDERSIDE OF THE CEILING OR OVERHANGING STRUCTURES

LEGEND	
STT LINE	STRAIGHT LINE
▨	COLUMN
SU	STORAGE UNIT







FOURTH FLOOR PLAN

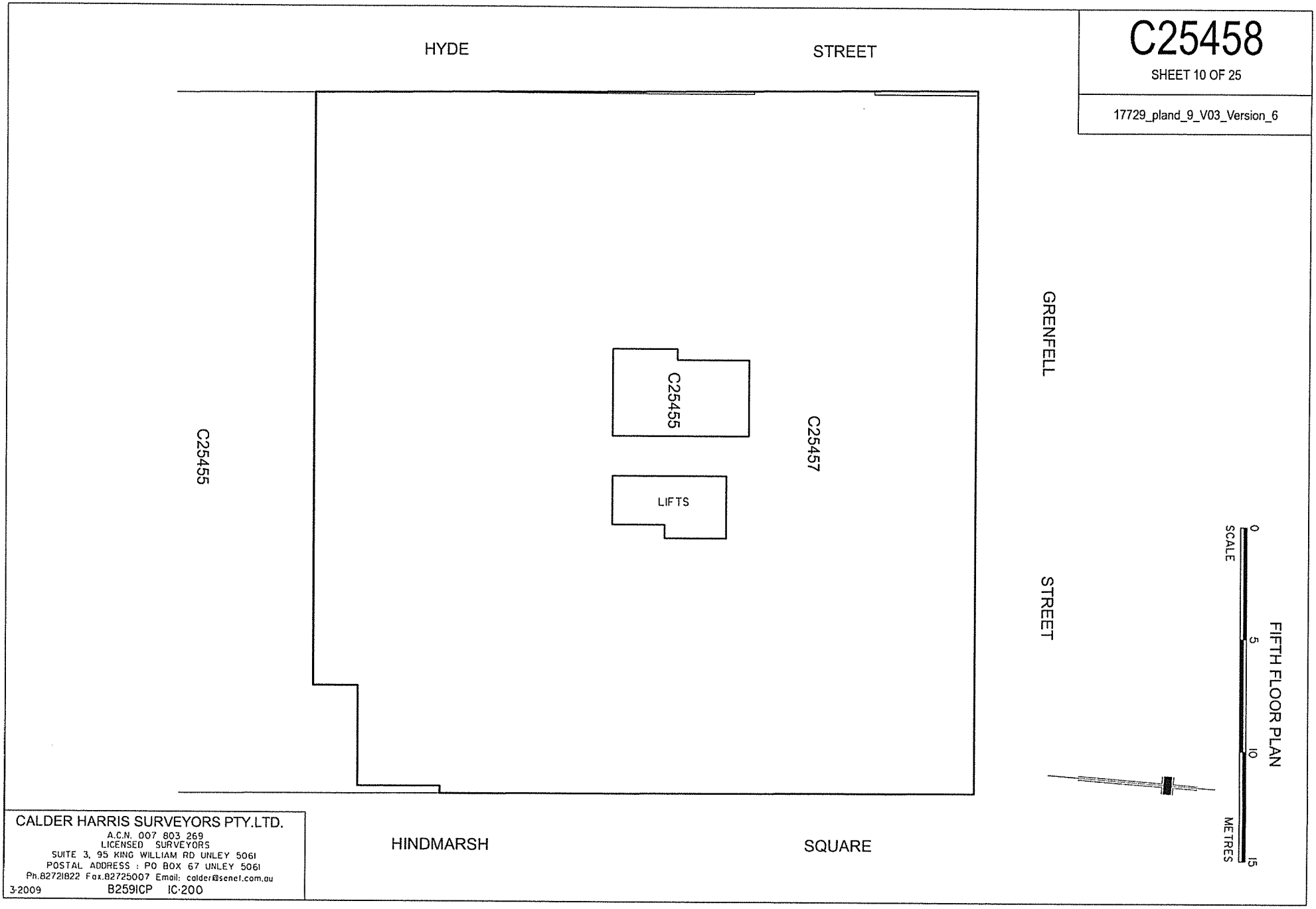
CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

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SHEET 10 OF 25

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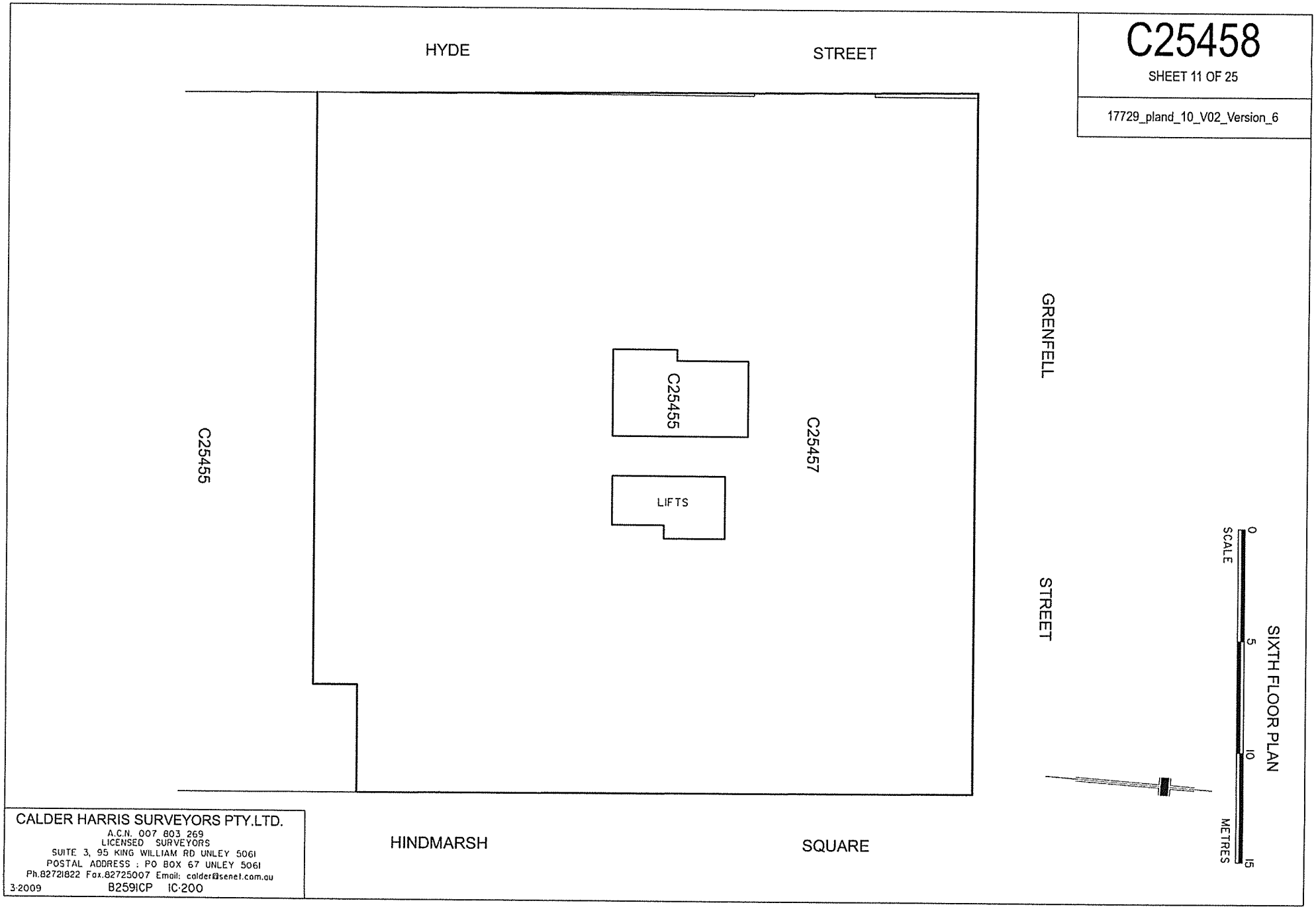
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SHEET 11 OF 25

17729_pland_10_V02_Version_6



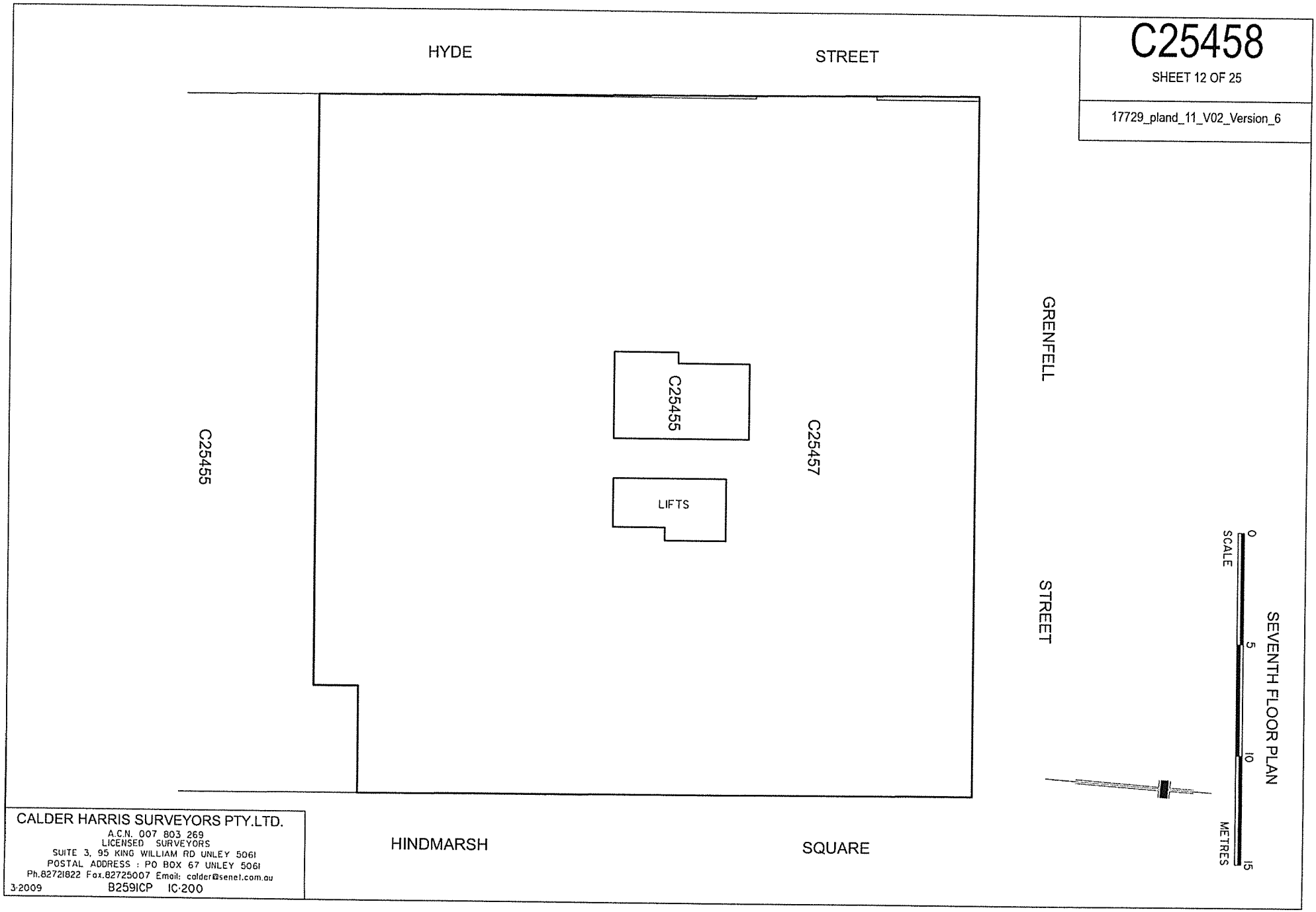
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SHEET 12 OF 25

17729_pland_11_V02_Version_6



SEVENTH FLOOR PLAN

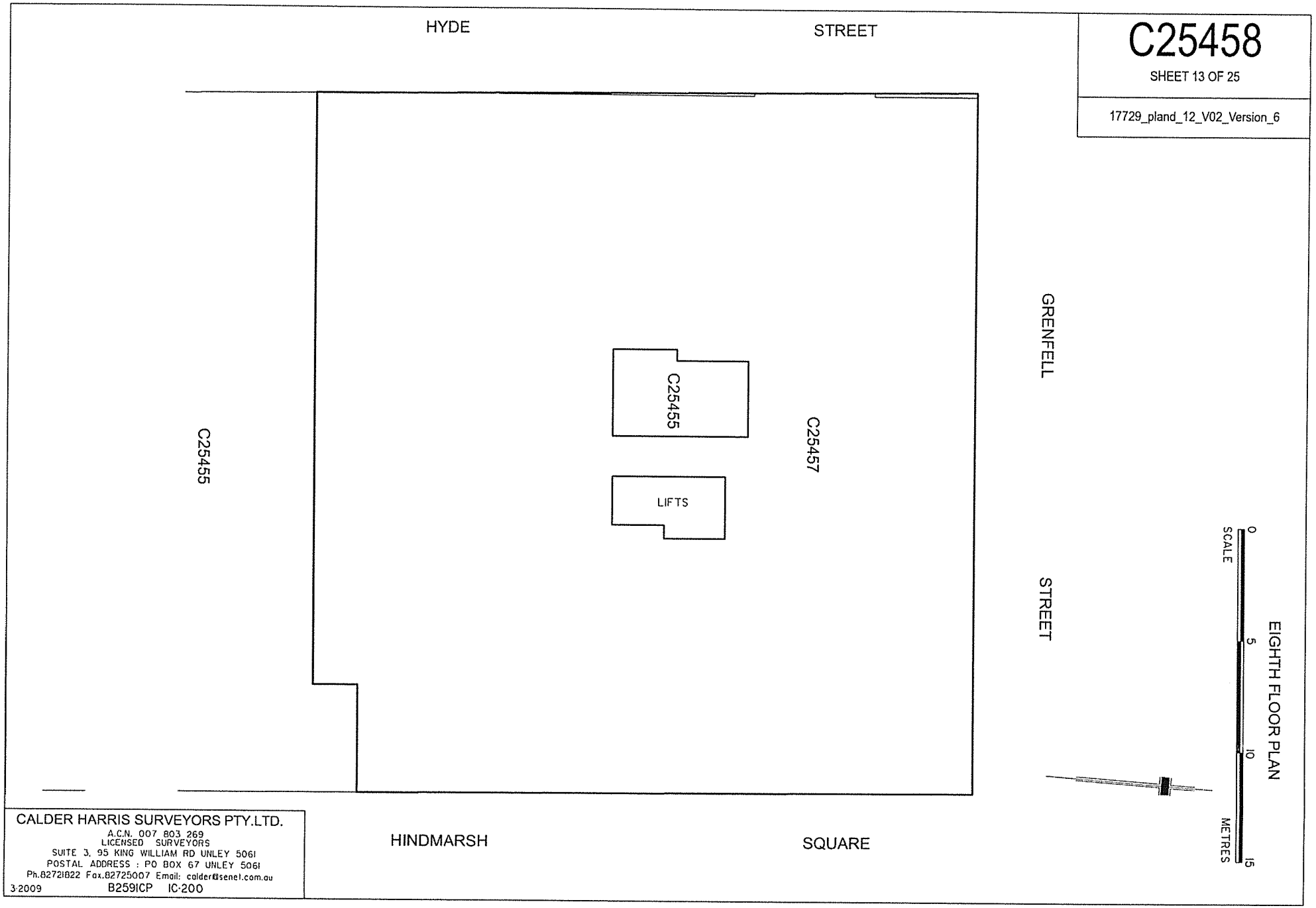
CALDER HARRIS SURVEYORS PTY.LTD.
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LICENSED SURVEYORS
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

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SHEET 13 OF 25

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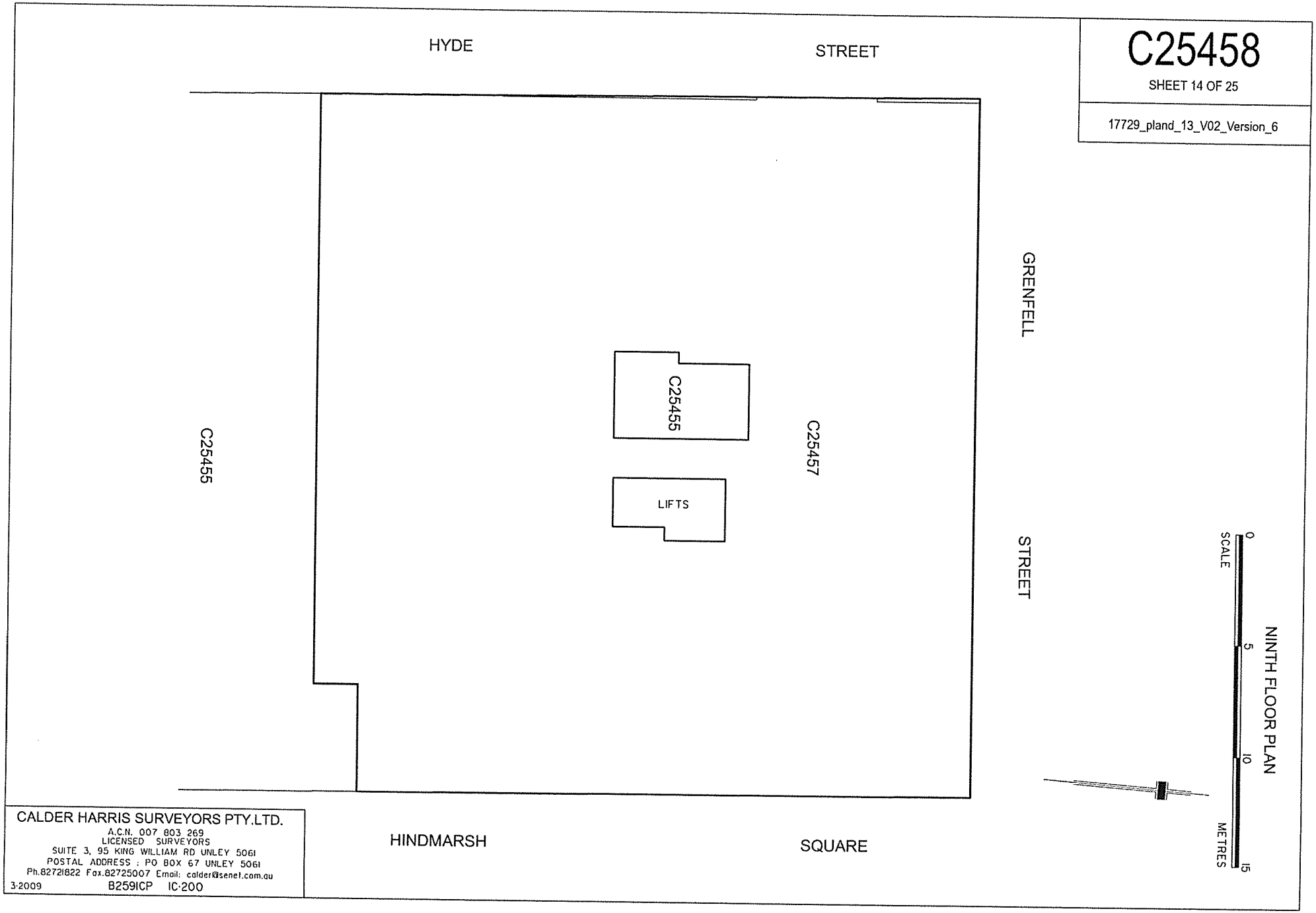
CALDER HARRIS SURVEYORS PTY.LTD.
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SHEET 14 OF 25

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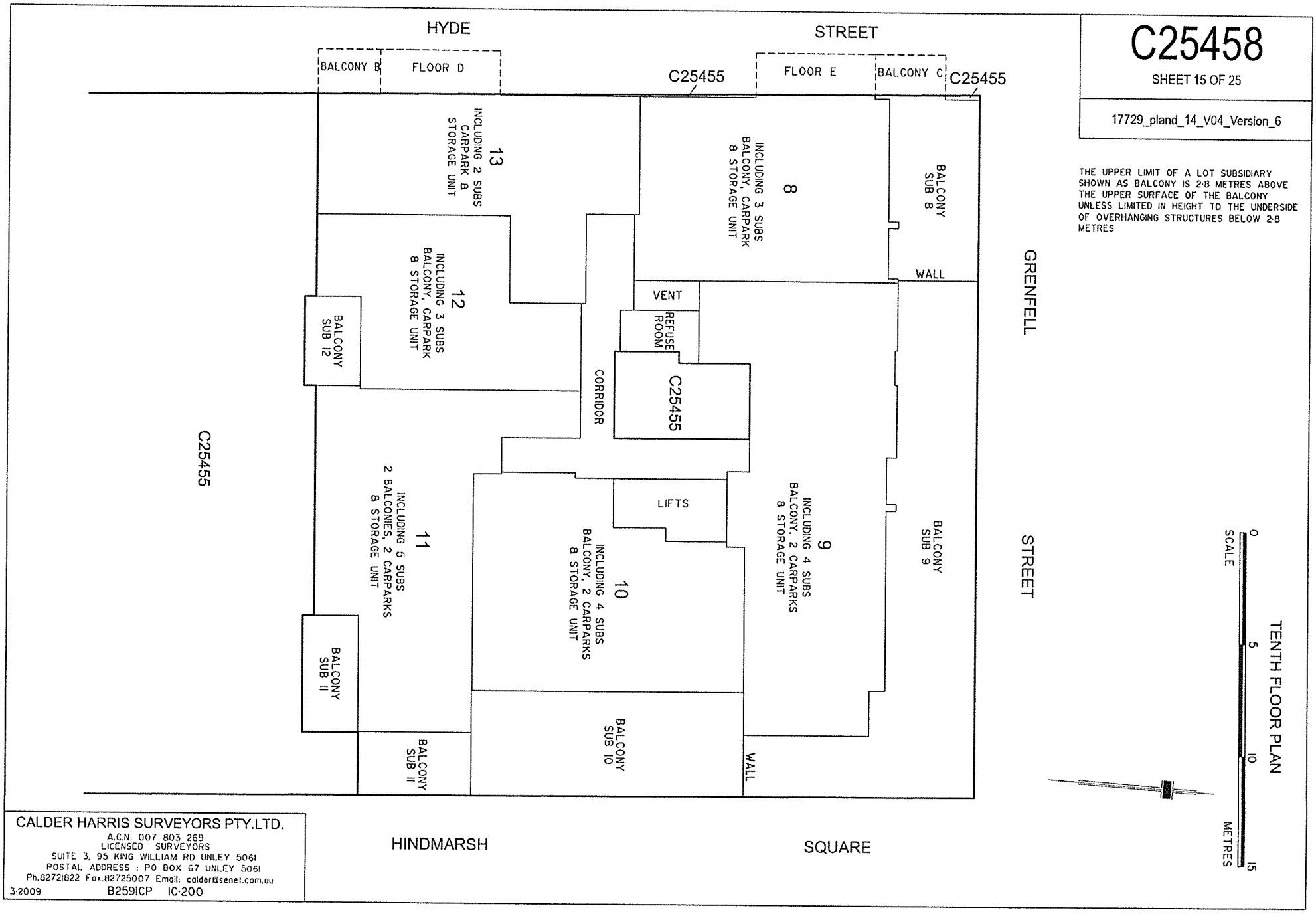
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SHEET 15 OF 25

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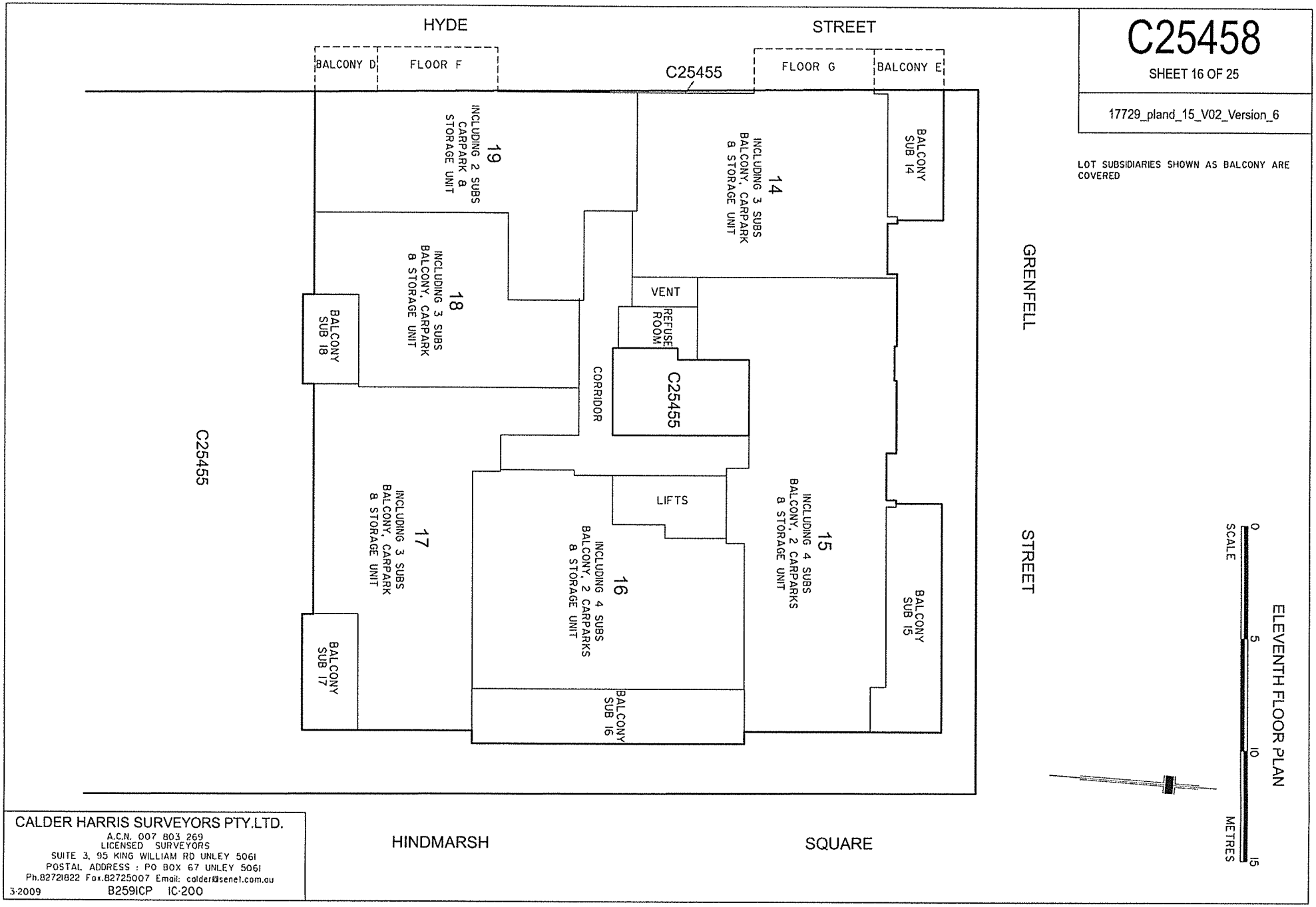
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·8 METRES



TENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
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LICENSED SURVEYORS
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
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SHEET 16 OF 25

17729_pland_15_V02_Version_6

LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED

ELEVENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
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Ph.82721822 Fax.82725007 Email: calder@senet.com.au

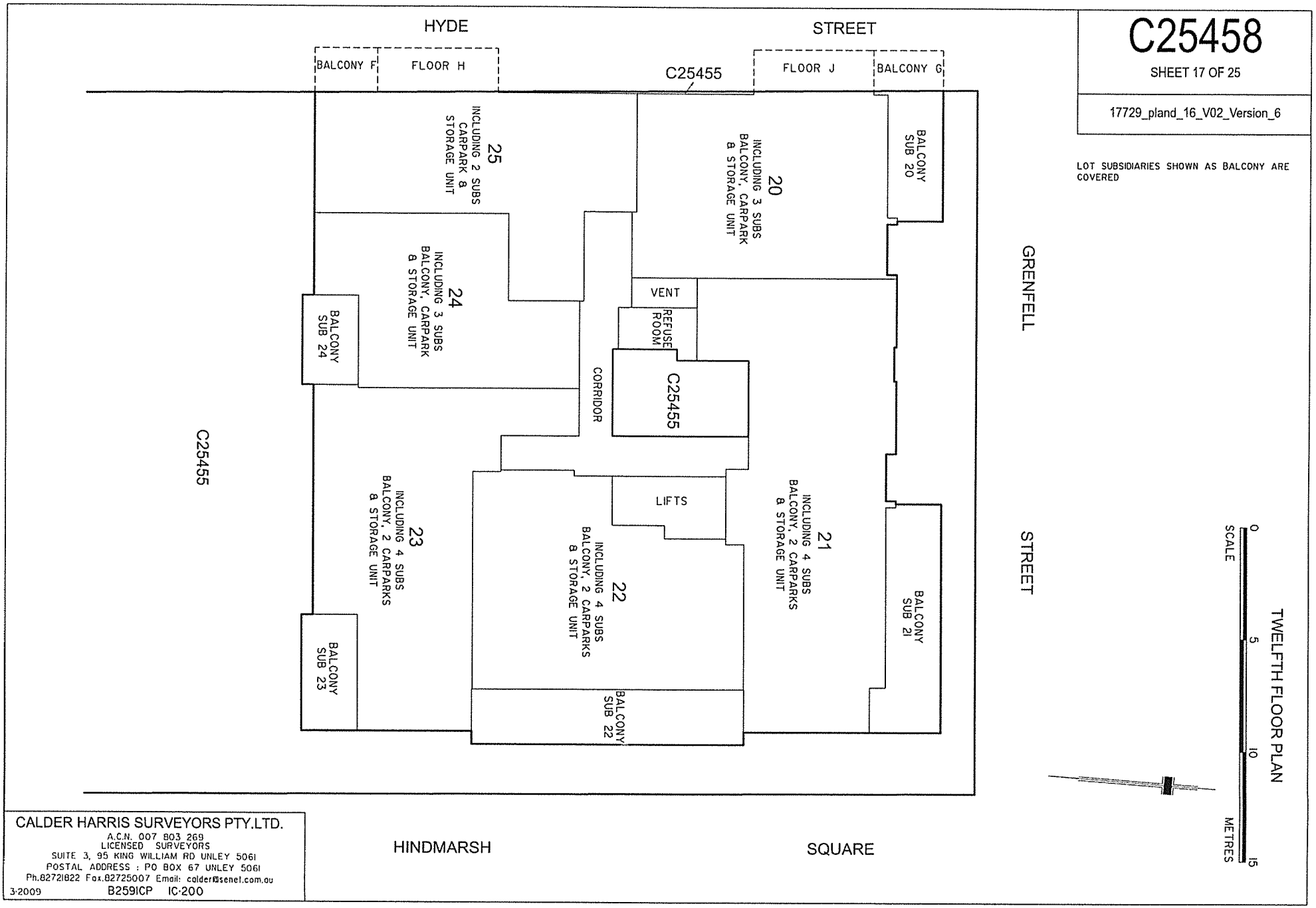
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SHEET 17 OF 25

17729_pland_16_V02_Version_6

LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED



TWELFTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
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Ph.82721822 Fax.82725007 Email: calder@senet.com.au

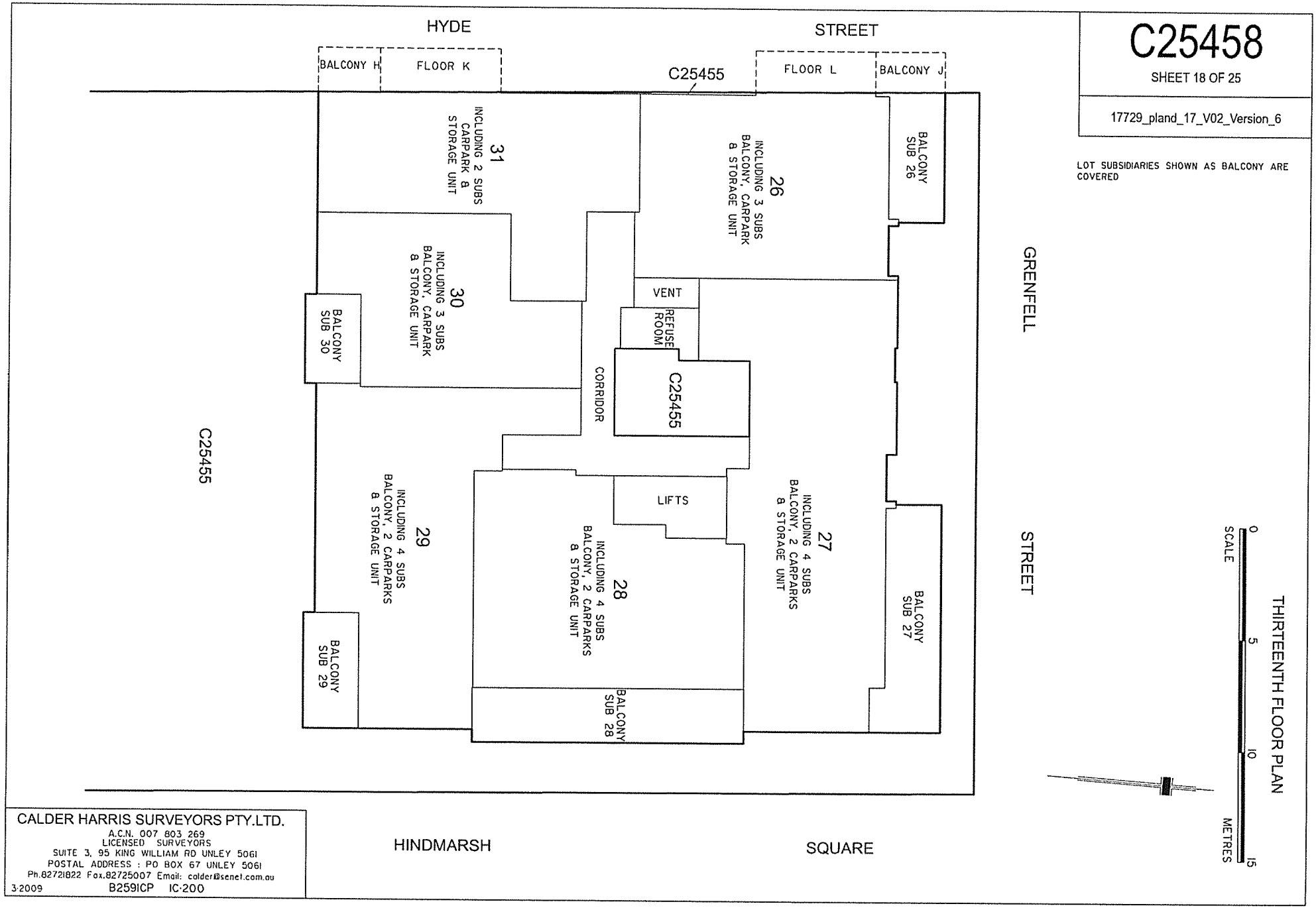
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SHEET 18 OF 25

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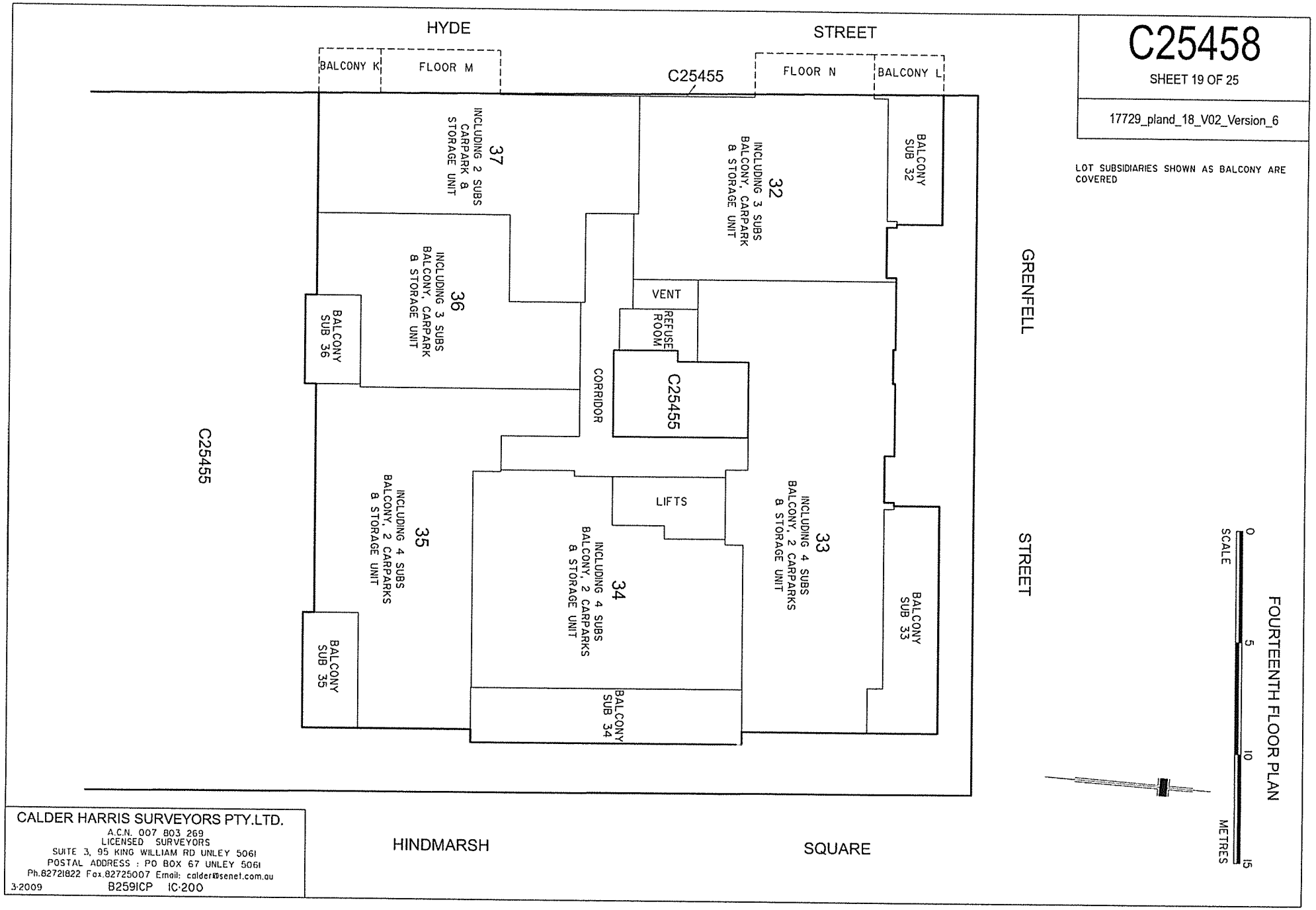
LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED



THIRTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
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SHEET 19 OF 25

17729_pland_18_V02_Version_6

LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED

FOURTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

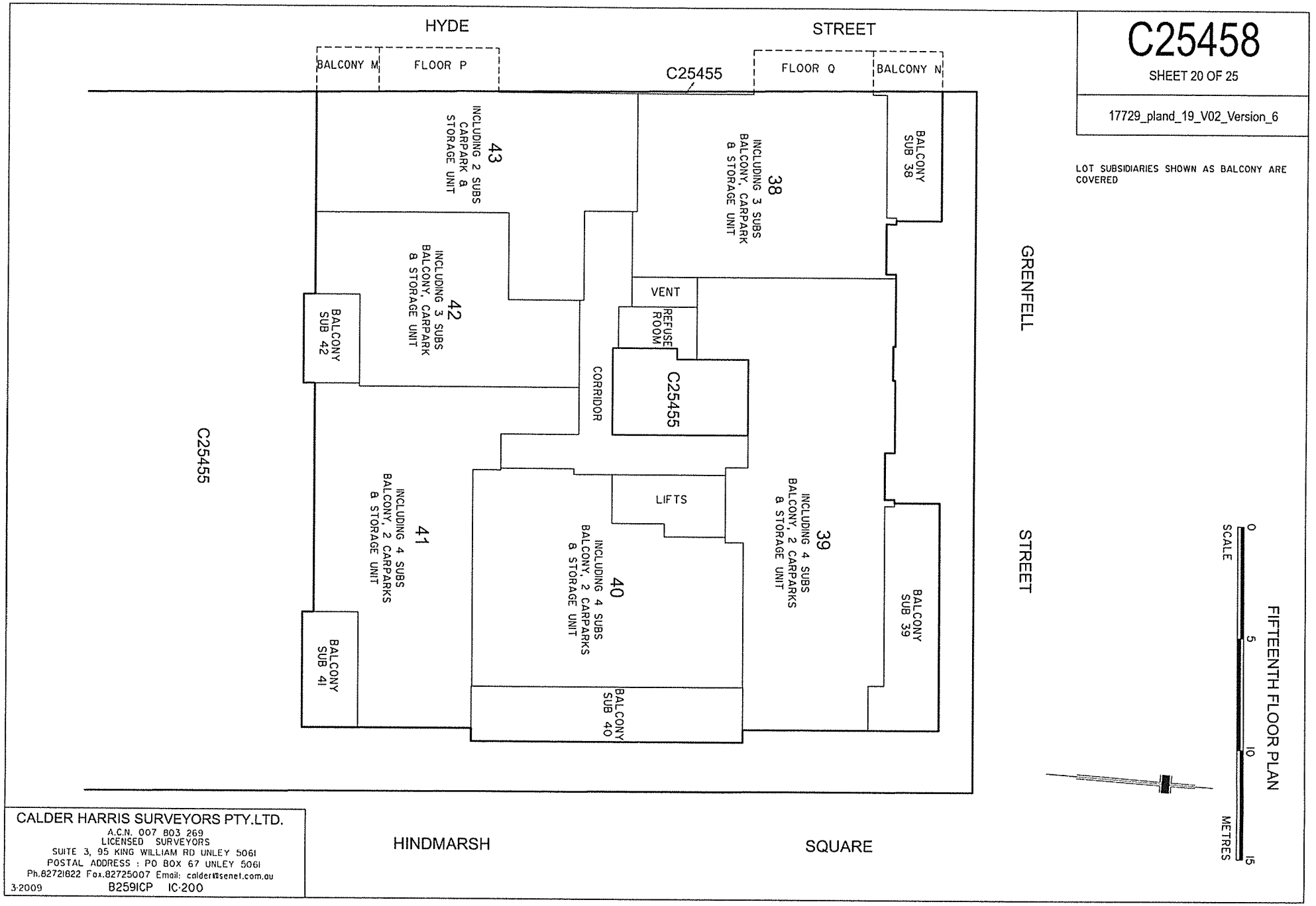
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SHEET 20 OF 25

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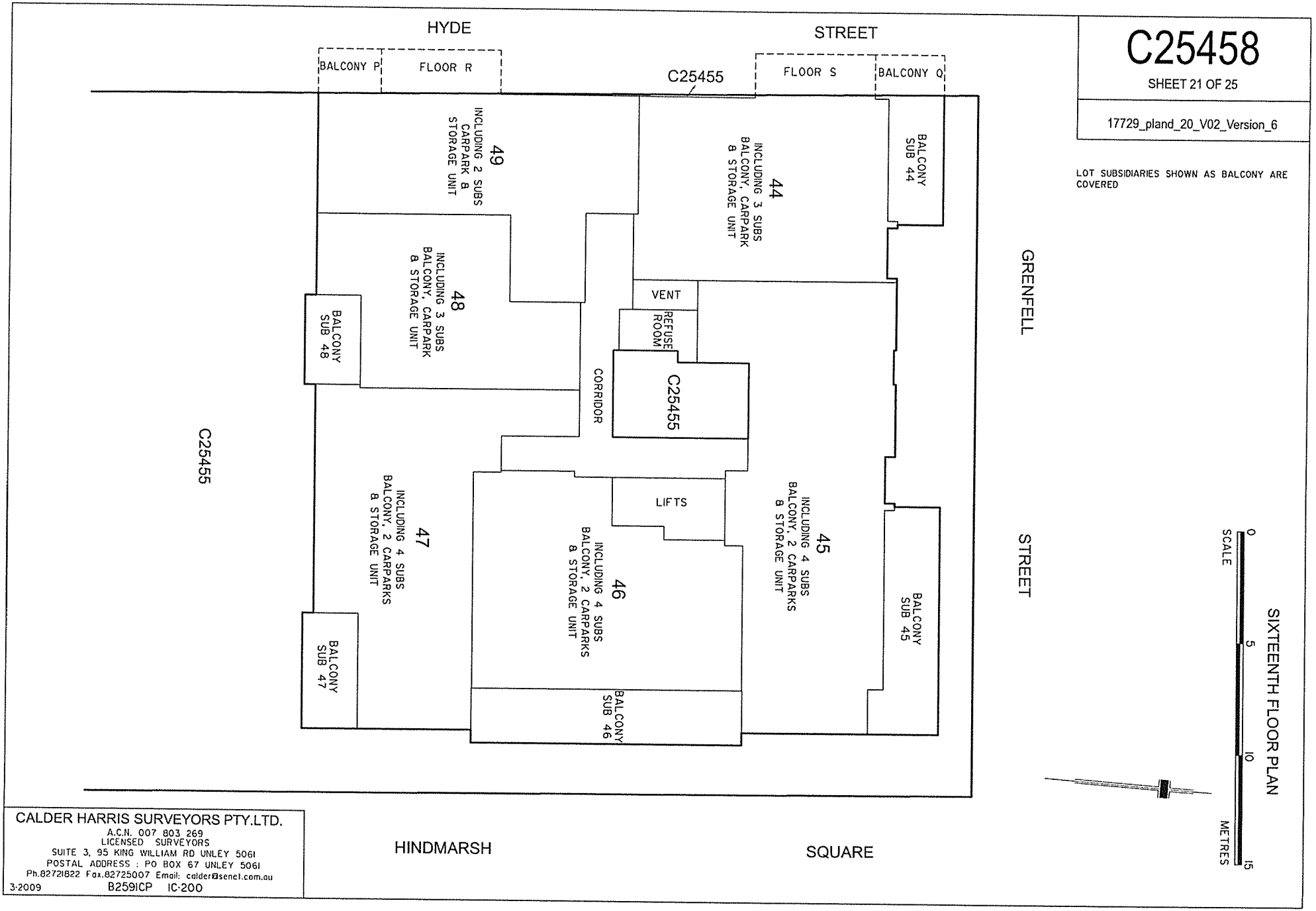
LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED



FIFTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721622 Fax.82725007 Email: calder@senet.com.au

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SHEET 21 OF 25

17729_pland_20_V02_Version_6

LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED

SIXTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

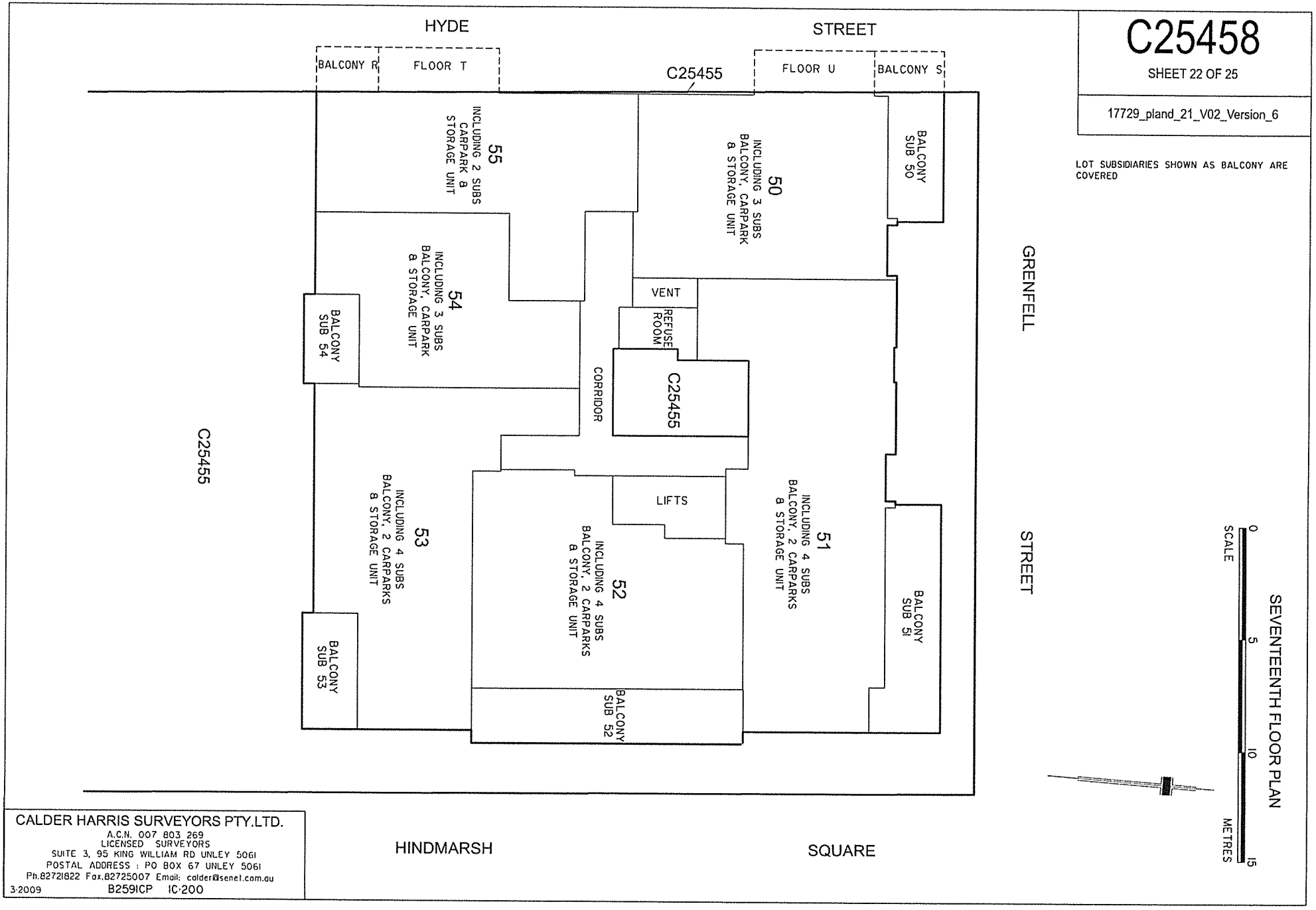
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SHEET 22 OF 25

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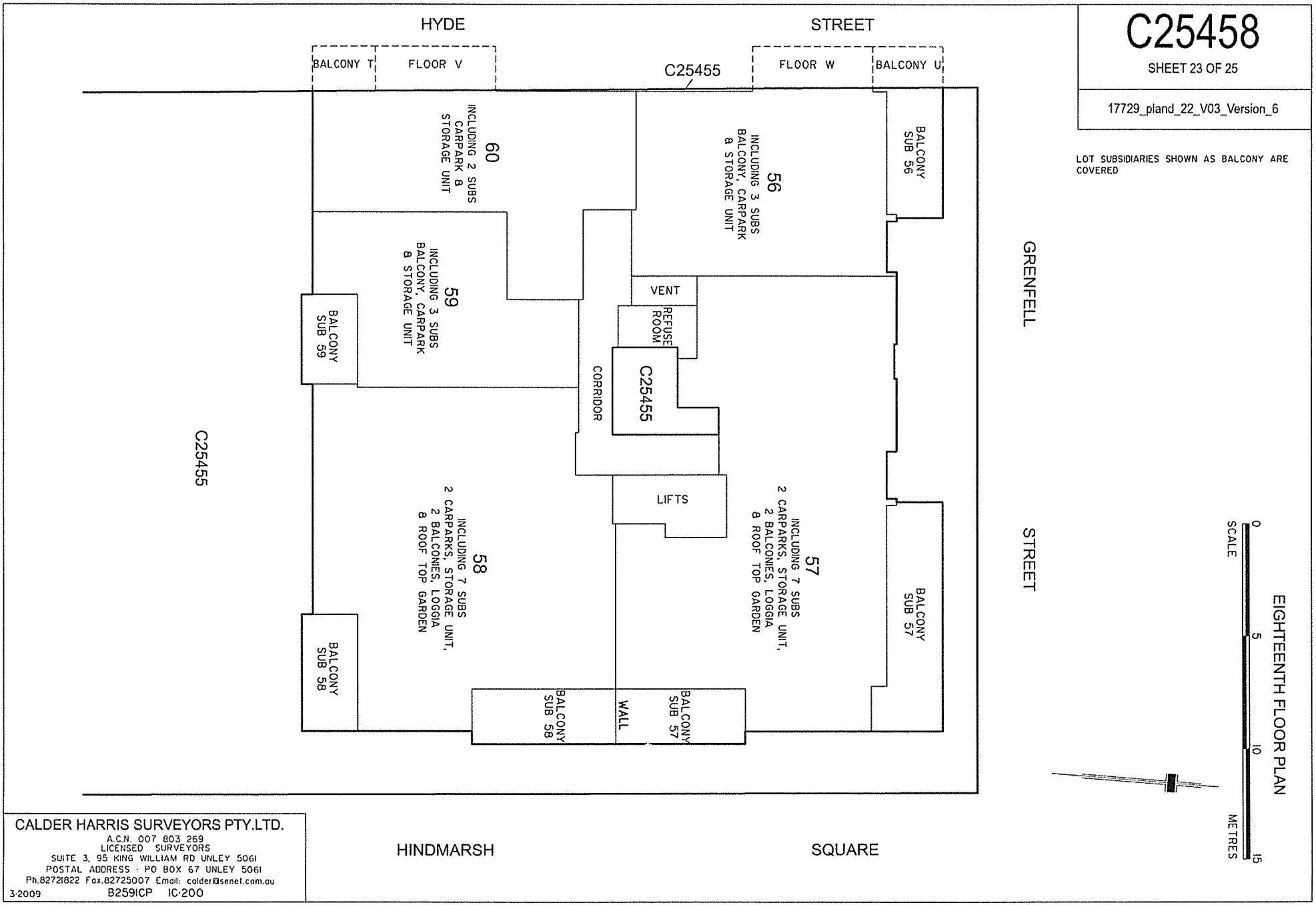
LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED



SEVENTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
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SHEET 23 OF 25

17729_pland_22_V03_Version_6

LOT SUBSIDIARIES SHOWN AS BALCONY ARE COVERED

EIGHTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
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Ph.82721822 Fax.82725007 Email: calder@senet.com.au

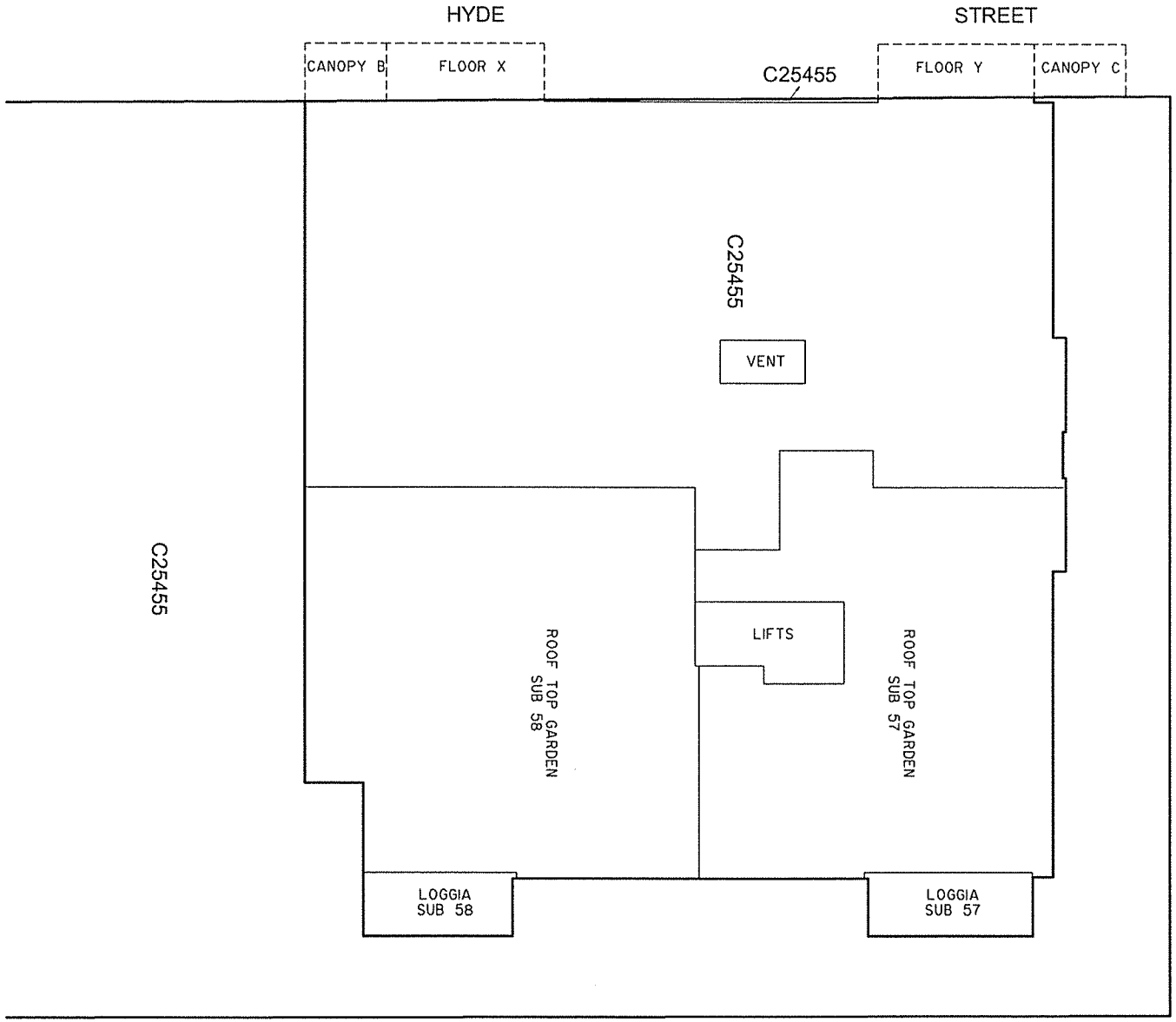
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SHEET 24 OF 25

17729_pland_23_V03_Version_6

THE UPPER LIMIT OF THE LOT SUBSIDIARY SHOWN AS ROOF TOP GARDEN AND LOGGIA IS 3 METRES ABOVE THE CONCRETE SLAB UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES



SCALE 0 5 10 15 METRES

NINTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

3·2009 B259ICP IC·200

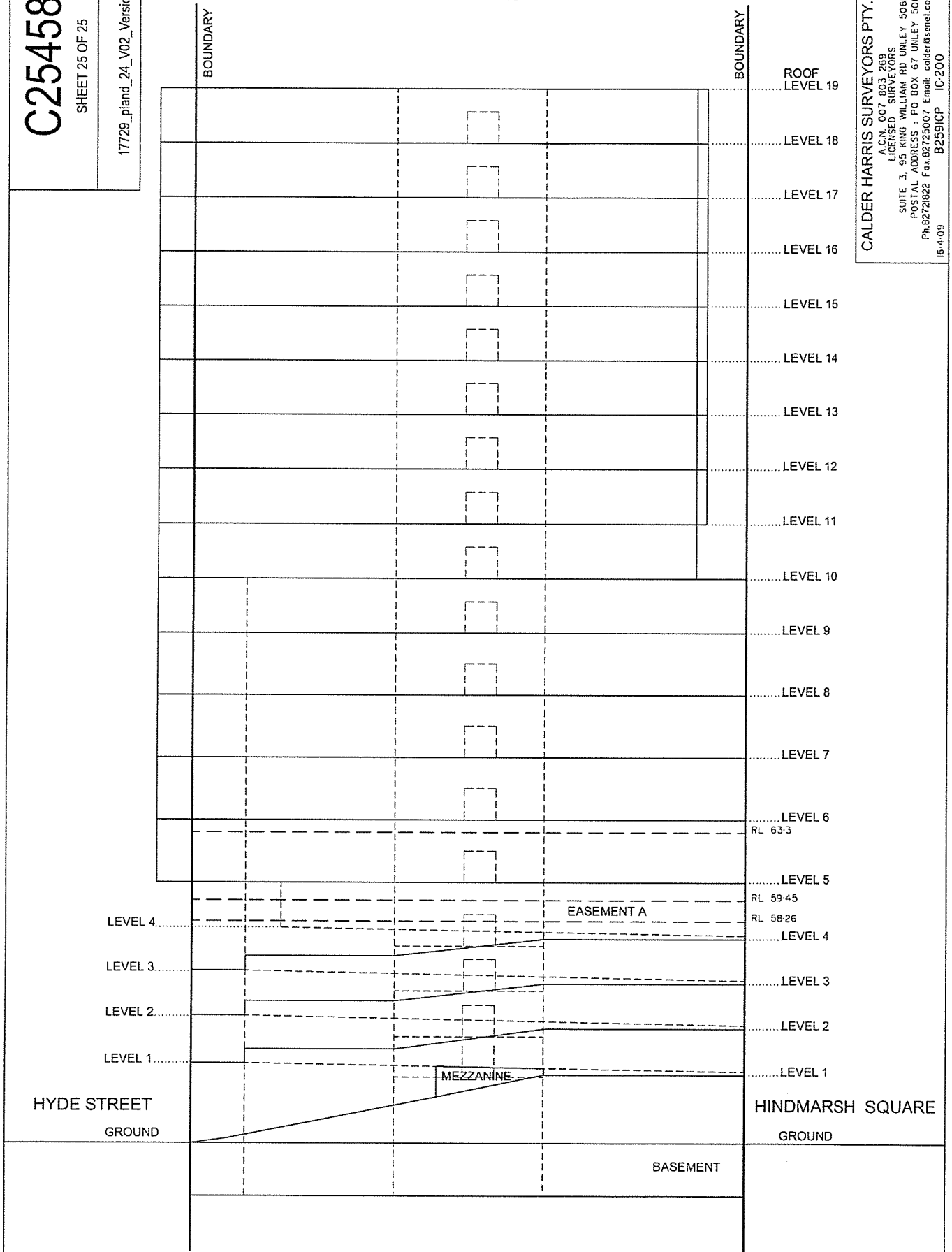
C25458

SHEET 25 OF 25

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CROSS SECTION AA-AA

NOT TO SCALE



CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au
16·4·09 B259ICP IC-200

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS					
LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
8	231		35	241	
9	354		36	147	
10	270		37	211	
11	260		38	234	
12	133		39	322	
13	197		40	248	
14	214		41	246	
15	302		42	150	
16	228		43	214	
17	214		44	239	
18	137		45	327	
19	201		46	253	
20	219		47	251	
21	307		48	153	
22	233		49	217	
23	231		50	244	
24	140		51	369	
25	204		52	258	
26	224		53	256	
27	312		54	157	
28	238		55	221	
29	236		56	250	
30	143		57	624	
31	207		58	591	
32	229		59	162	
33	317		60	224	
34	243		AGGREGATE	13033	

COMMUNITY PLAN NUMBER

CP 25458

THIS IS SHEET 26 ~~OF SHEETS~~

APPROVED 16.6.09

DEPOSITED 3/7/2009

PRO REGISTRAR-GENERAL

APPLICATION 11191548

CERTIFICATE OF LAND VALUER

I **Nicola Lombardi** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purpose of the Community Titles Act 1996.

Dated the **13th** day of **March 2009**

N Lombardi

Signature of Land Valuer

Wednesday, 13 May 2026

Form1 Adelaide
Via: form1@form1adelaide.com.au

Dear Sir/ Madam,

Re: Property Search for Community Corporation No. 25455 Inc

Registered Proprietor: Community Corporation 25458 Inc.
Lot Number: 4
Unit Number: 4
Paid to Date: 14/05/2026
Arrears: Nil

Please find enclosed documents forming the Section 139 property search as follows:

- Statement pursuant to Section 139 of the Community Titles Act 1996
- Statement of accounts last prepared by the corporation
- Minutes of the general meetings of the Corporation and meetings of its management committee (if any) for a period not exceeding two years
- Corporation bylaws & scheme description
- Corporation registered plan
- Current policies of insurance taken out by the Corporation

Change of Ownership Advice
Once settlement is finalised, please send through the advice of the change of ownership to our office as a matter of priority. This can either be posted or emailed to corporations@munroproperty.com.au

Should you have any queries please do not hesitate to contact the undersigned.

Kind Regards,

Jason Nash
Senior Management Consultant

P 08 8132 2000
136 The Parade, Norwood
munroproperty.com.au
RLA 150778
Munro Property Group Pty Ltd

STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT 1996*

Date of Statement: **13 May 2026**

Community Lot in respect of which the Statement is issued:Lot **4** in **Community Plan** No**. 25455 at "The Conservatory" (P), 47 Hindmarsh Square, ADELAIDE SA 5000**

Person requesting certificate:
Name: Form1 Adelaide,
Address: Via: form1@form1adelaide.com.au

The Community corporation certifies the following with respect to the Lot being the subject of this Statement:

1. Administrative fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
$281,318.36	01 Nov 2025 to 31 Oct 2026

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$70,329.59	01 Nov 2025 to 31 Jan 2026	06 Feb 2026
$70,329.59	01 Feb 2026 to 30 Apr 2026	01 Mar 2026
$70,329.59	01 May 2026 to 31 Jul 2026	01 May 2026
$70,329.59	01 Aug 2026 to 31 Oct 2026	01 Aug 2026

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
$111,823.16	01 Nov 2025 to 31 Oct 2026

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$27,955.79	01 Nov 2025 to 31 Jan 2026	06 Feb 2026
$27,955.79	01 Feb 2026 to 30 Apr 2026	01 Mar 2026
$27,955.79	01 May 2026 to 31 Jul 2026	01 May 2026
$27,955.79	01 Aug 2026 to 31 Oct 2026	01 Aug 2026

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

A copy of the Balance Sheet at the date of this Statement is attached.

5. Particulars of any Expenditure

(a) Incurred by the Corporation

As per the Minutes provided.

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

As per the Minutes provided.

6. Insurance policies

Particulars of all insurance policies that the community corporation has taken out.

Policy No.	CS0006125842	CHU Underwriting Agencies Pty Ltd	
Type:	Building	Broker:	

Premium: $62,182.22 Paid on: 29/04/2026 Policy start date: 30/04/2026 Next due: 30/11/2026

Cover	*Sum insured*	*Excess*	*Notes*
Sum Insured	$90,590,000.00	$5,000.00	Exploratory costs - Burst Pipes $5,000. Fire $100,000
Loss of Rent/Temp Accom(15%)	$13,588,500.00		
Catastrophe	$13,588,500.00		
Public Liability	$50,000,000.00		
Machinery Breakdown (Over 5Kw)	$500,000.00	$5,000.00	Chiller - $5,000.00
Voluntary Workers	$200,000 / $2,000		
Appeal Expenses	$100,000.00		
Common Area Contents	$905,900.00		
Fidelity Guarantee	$250,000.00		
Office Bearers Legal Liability	$2,000,000.00		
Extended Cover-Rent/Temp Accommodation (15%)	$2,038,275.00		
Escalation in Cost of Temp Accommodation	$679,425.00		
Cost of Storage and Evacuation	$679,425.00		
Government Audit Costs	$25,000.00		
Legal Defence Expenses	$50,000.00	$1,000.00	
Lot Owners Fixtures & Improvements	$250,000.00		
Flood	Excluded		

Commission $10,005.27

7. Documents Supplied

(i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
(ii) Statement of Accounts of the corporation last prepared by the corporation
(iii) The current policies of insurance taken out by the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.

NOTE:

An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

This Statement was prepared on behalf of Community Corporation No. 25455 Inc by



Jason Nash
Munro Property Group
136 The Parade
NORWOOD SA 5067

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
bc@munroproperty.com.au
www.munroproperty.com.au

INTERIM REPORTS

for the financial year to 31/05/2026

Community Title Scheme 25455

"The Conservatory" (P), 47 Hindmarsh Square, ADELAIDE SA 5000

Manager: Jason Nash

	Page
Statement of Financial Position	1
Statement of Financial Performance	2

Statement of Financial Position
As at 11/05/2026

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
bc@munroproperty.com.au
www.munroproperty.com.au

Community Corporation No. 25455 Inc

"The Conservatory" (P), 47 Hindmarsh Square, ADELAIDE SA 5000

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(94,243.47)
Owners Equity--Admin	59,266.57
	(34,976.90)
Sinking Fund	
Operating Surplus/Deficit--Sinking	3,556.36
Owners Equity--Sinking	274,891.29
	278,447.65
Net owners' funds	**$243,470.75**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	4,638.43
Receivable--Levies--Admin	37,304.41
Receivable--Owners--Admin	(60,358.31)
	(18,415.47)
Sinking Fund	
Cash at Bank--Sinking	246,766.85
Receivable--Levies--Sinking	14,828.38
	261,595.23
Unallocated Money	
	0.00
Total assets	243,179.76
Less liabilities	
Administrative Fund	
Admin-- GST Holding	8,456.88
Creditors--Other--Admin	8,104.55
	16,561.43
Sinking Fund	
Sinking -- GST Holding	(16,852.42)
	(16,852.42)
Unallocated Money	
	0.00
Total liabilities	(290.99)
Net assets	**$243,470.75**

Munro Property Group Pty Ltd
136 The Parade NORWOOD SA 5067
08 8132 2000
bc@munroproperty.com.au
www.munroproperty.com.au

Community Corporation No. 25455 Inc

"The Conservatory" (P), 47 Hindmarsh Square, ADELAIDE SA 5000

Administrative Fund

		Current period 01/10/2025-11/05/2026
Revenue		
143100	Levies Due (Special)--Admin	20,238.79
143000	Levies Due--Admin	294,342.00
145101	Recovery--Electricity Owner	37,346.69
145005	Recovery--Owner	931.82
142400	TAX	688.00
	Total revenue	353,547.30
Less expenses		
153820	Admin - Contractor Compliance Management	106.72
150800	Admin--Auditors--Audit Services	210.00
151401	Admin--Bank Charges--Account Fees	19.56
154000	Admin--Consultant Fees	5,386.64
154150	Admin--Consultant Fees--External	252.70
150600	Admin--Consultant--BAS Prep. & Lodgement	471.81
153809	Admin--Consultant--Comms/Data/Technology	370.00
153802	Admin--Consultant--Meeting Fee	210.00
151605	Admin--Consultant--Public Officer Fee	60.00
157000	Admin--Telephone Charges	604.52
157004	Admin--Telephone Charges--Intercom	1,090.84
159100	Insurance--Premiums	129,651.50
162950	Maint Bldg - Facilities Management	14,441.63
160000	Maint Bldg--Airconditioning--Repair	11,150.00
160200	Maint Bldg--Airconditioning--Service	29,008.00
167200	Maint Bldg--Building Repairs--General	1,375.00
167220	Maint Bldg--Building Repairs--Water Ingress	2,154.30
163000	Maint Bldg--Cleaning	5,740.57
163005	Maint Bldg--Cleaning--Windows/Glass	41,759.10
164200	Maint Bldg--Consultant--General	4,700.88
164800	Maint Bldg--Electrical--Repairs	17,017.69
165800	Maint Bldg--Fire Protection	31,468.88
165807	Maint Bldg--Fire Protection--Alarm Response	2,050.00
171000	Maint Bldg--Mechanical Services	9,427.86
172000	Maint Bldg--Pest/Vermin Control	950.57
172200	Maint Bldg--Plumbing	2,783.99
164700	Maint Bldg--Repairs--Automatic Doors	1,265.00
174601	Maint Bldg--Telephone Services -Fire/Lift/Security	631.89
190200	Utility--Electricity	96,092.13

Administrative Fund

		Current period 01/10/2025-11/05/2026
190400	Utility--Gas	28,806.73
191200	Utility--Water & Sewerage	8,532.26
Total expenses		447,790.77
Surplus/Deficit		(94,243.47)
Opening balance		59,266.57
Closing balance		**-$34,976.90**

Sinking Fund

		Current period 01/10/2025-11/05/2026
Revenue		
243000	Levies Due--Sinking	117,000.00
	Total revenue	117,000.00
Less expenses		
271600	Maint Bldg--Painting	25,080.00
260800	Maint Bldg-Repairs--Balcony	88,363.64
	Total expenses	113,443.64
Surplus/Deficit		3,556.36
	Opening balance	274,891.29
Closing balance		**$278,447.65**

MUNRO™ Property Group Pty Ltd
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MINUTES OF THE ANNUAL GENERAL MEETING OF COMMUNITY CORPORATION NO. 25455 INC.

Meeting in accordance with *The Community Titles Act 1996*

Conservatory on Hindmarsh (Primary)
41 - 51 Hindmarsh Square, Adelaide, SA, 5000

In accordance with *The Community Titles Act 1996 Section 81(1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **16 February 2024**
TIME: **11:30 AM**
LOCATION: **136 The Parade, Norwood, SA, 5067**

Attendance

Lot 1	Milinazec Pty Ltd	Represented by Mr Panto Zecevich
Lot 2	Zecmilina Pty Ltd	Represented by Mr Panto Zecevich
Lot 3	Sentinel Northern Australia Inv. Pty Ltd	Represented by Ms Yvonne Barnes
Lot 4	Community Corporation No. 25458 Inc.	Represented by Mr Scott Verco

Others in attendance
Jason Nash on behalf of Munro.

Apologies
Nil.

Proxy Voting
Nil.

Quorum
At the time of the meeting, 4 of the 4 financial members were represented, and the meeting opened at 11:34 AM.

Meeting Opening, Appointment of Meeting Chairperson & Minute Secretary

Resolved that Jason Nash of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a).*

Motion CARRIED.
Yes: 4 No: 0 Abstain: 0 Inv: 0

Declaration of Interest

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting. No declarations were made.

Confirmation of Previous Minutes

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5a)*, that the minutes of the last Annual General Meeting held on the 26th of October 2022 be confirmed as a true record of the proceedings of that meeting.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Acceptance of Financial Statements

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5(d))* and *The Community Titles Regulations 2011 Section 16,* that the full financial statements year ending 30th of September 2024 having been circulated, tabled and discussed be accepted as a true and accurate record of the Corporation's financial standings.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Appointment of Body Corporate Manager

Resolved that Munro is to be appointed as manager of the Corporation in accordance with *The Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the management agreement.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

SERVICES COVERED BY ANNUAL MANAGEMENT FEE

See Management Contract of Appointment

The Manager has the functions and duties provided for under the Act including:

<u>Accounting</u>

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;

- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

Maintenance

- Arrange for minor (< $1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

General

- Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

Election of Office Bearers

Resolved in accordance with *The Community Titles Act 1996 Section 76*, that the Corporation appoint the following office bearers for the coming year:

Presiding Officer – Yvonne Barnes
Secretary - Scott Verco
Treasurer – Yvonne Barnes

As per *The Community Titles Act 1996 Section 92*, If a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Appointment of Management Committee

The Community Titles Act 1996 Section 92(2) states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

Resolved the appointment of a management committee comprised of the office bearers, along with Panto Zecevich. Resolved also that the management committee be authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

Review of Insurance

As per *The Community Titles Act 1996 Section 103(1a,b) & (2(b,c))* the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials, in addition to the building or buildings divided by the strata plan. As per Section 104 of *The Community Titles Act 1996,* the Corporation must also hold fidelity guarantee cover and public liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

As per *The Community Titles Act 1996 Section 103 & 104*, the community insurance must be for the full cost of replacing the buildings or improvements on the common property and in the case of a strata scheme – the building or buildings divided by the strata plan. *The Community Titles Act 1996 Section 106(2)* states "a person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement."

A copy of the corporation's current insurance policy is attached to these minutes.

It was noted that the corporation's current insurer, Chubb, had only offered a 3-month renewal and declined to offer cover beyond the expiry date of 30th April 2024.

Further, the broker handling the corporation's insurance, Websters, has withdrawn their service, effective immediately.

The manager advised that Munro is working with other brokers to place the policy. Confirmation of the current balcony work being completed will likely be required, as well as confirmation about the building's ACP status.

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

Landlords / Contents Insurance

Munro advises all owners that the Corporation's insurance does not cover the landlord or contents insurance. Each owner is responsible for ensuring that they have cover in place

which suits their individual needs. The Corporation's policy also does not include public liability cover for individual units.

Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

Insurance Valuation & Renewal Instructions

In accordance with *The Community Titles Act 1996 Section 103(2),* the Corporation must consider the value of the sum insured to include a total rebuild of the common property. It is stated in *The Community Titles Act 1996 Section 103(3)* that any shortfall resulting in the under insurance must be met by the Corporation members.

Munro advised the members that they are not qualified to advise on a replacement value for insurance purposes owners are to be mindful that in case of a major event, council legislative requirements may have changed over the years thus incurring additional costs when rebuilding and if the members are unsure as to what the policy should be renewed for, they should obtain the advice of a valuer.

It is noted that the Corporation's last valuation was completed on by QIA with the recommended replacement sum being $90,590,000

Resolved that Munro renew the insurance as per instructions provided at the meeting.

If no members present or if no clear instructions are received, in order to remain compliant with legislation and to ensure that the common property remains insured at all times, Munro is authorised to automatically renew the Corporation insurance policy up to 2 weeks before maturity each year at the limits of cover held by the Corporation or as determined by a meeting of the Corporation.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Alterations, Additions & Approvals

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:
(a) the erection, alteration, demolition or removal of a building;
(b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

There were no applications tabled for consideration.

Common Property Maintenance

As per *The Community Titles Act Section 75(1(b))* it is the responsibility of the Corporation to carry out repairs and maintenance to the common property and ensure that its integrity is maintained.

Facilities Management

It was noted that Knight Frank were engaged as facilities for the primary corporation, at a cost of $28,000 per year. The current agreement expired on 1/12/23. The manager will follow up Knight Frank for a renewal proposal, inclusive of a detailed scope of works.

Apt. 10.01 Balcony Repairs

There was a discussion regarding the ongoing balcony tiling and waterproofing rectification work on Apt. 10.01. It was noted that the work was urgently agreed to in late December 2023 following notification from the commercial tenants on the 9th floor of their intent to vacate the premises due to ongoing water ingress issues, which would have legal implications for the corporation potentially exceeding $1M. The water ingress had worsened considerably since the re-tiling work carried out by Platinum Plumbing for the owner of 10.01.

The work is being carried out by Urathane Solutions; one of three companies who tendered for the work based on a scope of works prepared by Magryn Engineers. David Frampton of Magryn Engineers has been engaged as project manager for the work.

Similar rectification work to the balconies of 10.02 and 10.06 is being considered and is likely to be carried out at a later date.

Representatives from the primary corporation and Knight Frank are meeting with the contractor's supervisor and David Frampton each Friday. Work is expected to be completed the week ending Friday 1st March.

Building Security

The manager advised that SA Electronics had been engaged to install security cameras at the carpark entrance and top of the carpark ramp. Cameras are also being installed in the residential entry foyer.

Contracts

The manager will follow up the status of the maintenance contracts in place for the various building components. Current contractors are:

Cleaning / Caretaking – Onsite Services
Building BMS – Emtrol
Airconditioning & Hot Water Plant – Applied Airconditioning
Electrical – Nilsen
Fire Equipment – Proficient Fire
Entry Doors – Dormakaba

Co-gen Turbine

It was noted that the co-gen turbine had been inoperative for some time. There was discussion about the efficiency and merit of having the turbine running at all, with further costs required to have it returned to operation. It was agreed that the turbine was probably not necessary and there were more efficient ways for the building to generate alternative power. The manager will investigate the corporation's options for decommissioning and possibly removing the turbine, including implications of any maintenance contracts in place.

Window Cleaning

It was noted that Window Clean SA will be attending the week beginning 18th March. Carpark cleaning will be coordinated at the same time.

Emergency Works

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of afterhours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

BUDGET & CONTRIBUTIONS

Review & Acceptance of Administration Fund

Resolved, in accordance with *The Community Titles Act 1996 Section 116,* that the proposed administration budget and consequently the annual contributions being $340,000 plus GST be accepted.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Review & Acceptance of Sinking Fund

Resolved, in accordance with *The Community Titles Act 1996 Section 116,* that the proposed sinking fund budget and consequently the annual contributions being $160,000 plus GST be accepted.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Other Contributions

It is noted that the BMS costs are charged as a separate contribution, and that is set at $60,000 for this year.

Electricity costs for individual lots are also recovered separately.

Contributions

Both contributions are to be divided by lot entitlement and paid in quarterly instalments.

Forward Budget

It was noted that the Corporation requested a sinking fund report be prepared at the 2022 AGM. The manager will chase that up with the previous manager, and if not yet ordered, will arrange one with Acumentis SA Pty Ltd.

General Business

Legal Action

It was noted that the next directions hearing for the ongoing legal action between the corporation and the owner of 18.02 will take place in mid-March. The manager is responding to a request from the solicitors for further historical correspondence and minutes of meetings.

Approval of Debt Recovery Process for Arrears

Resolved unanimously as per *The Community Titles Act 1996 Section 114(8),* "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

Process for Collection of Unpaid Contributions

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than $50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost $55.00).
- For levies unpaid 90 days after their due date and greater than $500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost $150.00).
- Any and all additional solicitors' costs will be payable by the owner.

All costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

Interest Charged on Overdue Accounts

As per *The Community Titles Act 1996 Section 14(b)* the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears." The Corporation to confirm that the interest rate of 15% per annum remain in place and be applied to owners who fall in arrears with their payments.

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Appointment of Public Officer

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936,* a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

Motion CARRIED.

Yes: 4	No: 0	Abstain: 0	Inv: 0

Engagement of Auditor

Defeated as per *The Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

Motion DEFEATED.

Yes: 0	No: 4	Abstain: 0	Inv: 0

It was agreed that an auditor was not required to audit the Corporation's accounts.

Member Register

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that may occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property.

Next Meeting Date & Meeting Closure

The date and time for the next Annual General Meeting is to be set under consultation with the Presiding Officer. The meeting closed at 1.17 PM.

Munro Property Group Pty Ltd
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Approved Budget
to apply from 01/10/2023

Communmity Corporation 25455 Inc

"The Conservatory" (P), 47 Hindmarsh Square,
ADELAIDE SA 5000

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	340,000.00
Recovery - Other	60,000.00
Recovery--Electricity Owner	50,000.00
Total revenue	450,000.00
Less expenses	
Admin - Contractor Compliance Management	161.00
Admin--Accounting--Tax Return	268.00
Admin--Auditors--Audit Services	727.00
Admin--Bank Charges	50.00
Admin--Consultant Fees	8,080.00
Admin--Consultant--BAS Prep. & Lodgement	400.00
Admin--Consultant--Comms/Data/Technology	555.00
Admin--Consultant--Meeting Fee	200.00
Insurance--Premiums	120,000.00
Maint Bldg--Building Repairs--General	10,000.00
Maint Bldg--Caretaking	9,000.00
Maint Bldg--Cleaning	2,000.00
Maint Bldg--Cleaning--Windows/Glass	32,000.00
Maint Bldg--Electrical--Lamps & Tubes	5,000.00
Maint Bldg--Electrical--Repairs	3,000.00
Maint Bldg--Fire Protection	40,000.00
Maint Bldg--Mechanical Services	60,000.00
Maint Bldg--Pest/Vermin Control	2,000.00
Maint Bldg--Plumbing	2,500.00
Maint Bldg--Roof	1,800.00
Maint Grounds - Garden maintenance	1,000.00
Staff--Contract Building Manager	28,000.00
Utility--Electricity	80,000.00
Utility--Water & Sewerage	15,000.00
Total expenses	421,741.00
Surplus/Deficit	28,259.00
Opening balance	106,641.92
Closing balance	$134,900.92

Total units of entitlement	20000
Levy contribution per unit entitlement	$18.70
Budgeted standard levy revenue	340,000.00
Add GST	34,000.00
Amount to raise in levies including GST	$374,000.00

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	160,000.00
Total revenue	160,000.00
Less expenses	
Maint Bldg - Tiling	250,000.00
Maint Bldg--Plumbing--Hot Water Service	10,000.00
Total expenses	260,000.00
Surplus/Deficit	(100,000.00)
Opening balance	37,971.75
Closing balance	-$62,028.25
Total units of entitlement	20000
Levy contribution per unit entitlement	$8.80
Budgeted standard levy revenue	160,000.00
Add GST	16,000.00
Amount to raise in levies including GST	$176,000.00

MINUTES OF THE ANNUAL GENERAL MEETING
COMMUNITY CORPORATION 25455 INC.
41-51 Hindmarsh Square, Adelaide SA 5000

DATE :- **26th October 2022** at **10:15 AM**

LOCATION :- U1/102 Greenhill Road Unley – and/or via Teleconference Call

1. **PRESENT (**In-person and/or via Teleconference call**):-**

Milinazec Pty Ltd represented by Panto Zecevich	Zecmilina Pty Ltd represented by Panto Zecevich
Sentinal Northern Australia Investments Pty Ltd represented by Bradley Freitas (via Teleconference)	
Community Corporation 25458 Inc. represented by Scott Verco	

- **In Attendance :-**

Adrian Roach representing Adelaide Strata & Community Management.
Jason Nash and Mahendra Shrivastava representing Munroe Property Group (Manager(s) for CC 25458)
Duncan Appleton and David Favretto (via Teleconference) representing Knight Frank as Facilities Managers

- **Guests :-**

John Sheahan (Lot 1802 Owner – CC 25458) (via Teleconference)
Oliver Sheahan representing Sheahan Lock Partners and Lot 1802 owner (via Teleconference)

- **Quorum :-**

A Quorum was declared as there were 4 out of a possible 4 units represented.

- **Meeting Assistance**

It was agreed that the Body Corporate Manager would assist the Presiding Officer in the conduct of the meeting and the Secretary by recording the minutes.

- **Agenda Item 6.10 brought forward**

The Chairperson proposed that Agenda Item 6.10 be brought forward to the start of the meeting being the matter for discussion prudent to the guests of the meeting. All members were in agreement accordingly.

6. 10. Sky-Garden(s) / Roof Leak Repairs / By-Law 44 Considerations

ASCM Body Corporate Manager as Chairperson provided a brief overview of the facts know to all parties present, pertaining to concerns regarding the roof leaks from the sky gardens impacting apartments on level 18 and requirements for sky garden tiling, screed and waterproofing membrane repairs/replacement.

A quote from Brothers in Building was tabled for Lot 1802 sky garden tiling, screed and waterproofing membrane repairs/replacement dated March 10, 2022 for the sum of $104,299.25

Legal Advice / Defect Claim:
The legal advice requested from and provided by Lynch Meyer dated 6 September 2022 was noted and table.

Some discussion and concern arose that the recent advice from Lynch Meyer presents contrary to earlier advice given to the Corporation that provided for the Primary and Secondary Corporations having adopted the policy of tiling, screed and waterproofing membrane repairs/replacement to balconies being a Lot Owner responsibility as not deemed as ‘Common Property’.

It was noted that the only Court action outcome or precedent at this time is from NSW and the associated Act as identified in the recent legal advice.

Some discussion ensued regarding the defect claim that was initiated within the defect period(s) and subsequently permitted to lapse without being served against Developers. It was noted that all Owners and representatives of Community Corporation 25455 Inc. were offered the opportunity to provide instructions if wishing to proceed with the defect claim and that Community Corporation 25458 Inc. had also convened an Extraordinary General Meeting for the secondary Lot Owners to consider the matter and subsequently determined to not proceed on a commercial basis, understanding associated significant legal costs and no guarantee of cost being awarded if the claim was won.

It was noted that the Owner of Lot 1801 has had on-going defect concerns for the sky garden tiling and waterproofing with the Developer since 2011, returning on multiple occasions for tiling defect repairs, and that this has not been resolved satisfactorily to date, and remains an open issue to the understanding of the Corporation at this time. A query was tabled if this open action between the Developers and Lot 1801 could be expanded to include Lot 1802 sky garden.

Responsibility for sky garden / roof leak repairs:
It was agreed that the Primary Corporation (CC25455) accept responsibility for the repair/replacement of the sky garden roof tiling, screed and water proofing membrane to Secondary Lots 1801 and 1802, based on the legal advice available.

Subsequent water damages from roof leak water ingress into Lots 1801 and 1802 to be addressed ASAP after the cause of leaks has been rectified, being understood to be within the boundaries of Lot 4 (CC25458).

Structural Engineer:
It was agreed that Adelaide Strata and Community Management as Body Corporate Manager for Community Corporation 25455 Inc. seek a quote from a structural engineer (Magryn & Associates proposed as they already have knowledge of the building concerns) for the Office Bearers to approve to proceed ASAP, inclusive of the Engineer taking on the responsibility to oversee and sign off for all required repairs as per the Engineer's recommendations.

A consideration was proposed and agreed for the Engineer to consider potential upgrades when replacing the tiling, screed and water proofing membrane understanding new technologies available

By-Law 44 – Contributions by Owners
It was noted that By-law 44.2.1 provides rules relating to Retail/Commercial Lots (Lots 2 and 3) stating; "will not be required to contribute towards the following costs and expenses:" and subsequent clauses (a), (b), (c), (d).

Funding and Extraordinary General Meeting:
It was resolved that the Office Bearers are approved to select the Structural Engineer, and the subsequent contractor to undertake repairs base on quotes when made available (quotes to be sought ASAP upon receipt of the Engineer's Report).

It was further agreed that the Corporation will require an Extraordinary General Meeting ASAP to raise funds for the services of the Structural Engineer, and the Contractor engaged for repairs for the sky gardens of Lots 1801 and 1802, and subject to any legal advice to the contrary in respect of By-Law 44, to determine which Lot(s) the levy will be funded by.

At this time, the guests retired from the meeting and the members proceeded with the Agenda items accordingly.
- John Sheahan (Lot 1802 Owner – CC 25458) (via Teleconference)
- Oliver Sheahan representing Sheahan Lock Partners and Lot 1802 owner (via Teleconference)

2. MINUTES OF THE PREVIOUS GENERAL MEETING

Motion tabled; The Minutes of the General Meeting held on 27/10/2021 be accepted as a true and accurate record.

Motion Carried

3. FINANCIAL STATEMENT

Motion tabled; The Financial Statement as circulated to owners for the period 01/10/2021 to 30/09/2022 be accepted and adopted as tabled.

The financial statement indicated the following:

	Income	Expenses	Surplus / Deficit	Equity
Administration Fund	$ 394,591.80	$ 381,535.69	$ 13,056.11	**$ 103,049.10**
Sinking Fund	$ 45,454.60	$ 68,858.89	$ -23,404.29	**$ 126,136.98**

Motion Carried

4. APPOINTMENTS

4.1. Body Corporate Managers

The Proposed Management Agreement was tabled for inspection and motion presented;

Motion tabled; Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of **$ 8,710.00** (inclusive of GST). The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Motion Carried

4.2. Office Bearers

The following appointments were made for the coming year:

- Presiding Officer; Panto Zecevich
- Secretary; Scott Verco
- Treasurer; Panto Zecevich

4.3. Management Committee

It was resolved that the Office Bearers constitute a Management Committee.

4.4. Appointment of Auditor

The Corporation appoint Kelly+Partners Chartered Accountants, as the Auditors of the Corporation.

Motion Carried

5. REVIEW OF INSURANCE POLICIES

The Body Corporate Manager advised the meeting that Adelaide Strata & Community Management is an Authorised Representative on behalf of BCB Strata Insurance Brokers and explained that the Strata Corporation is required to provide clear instructions to the Body Corporate Manager for the renewal of the insurance.

A Strata Corporation must keep all buildings and building improvements on the site insured to their full replacement value.

The replacement value of buildings and building improvements is the cost of their complete replacement including the cost of any necessary preliminary demolition work, any necessary surveying, architectural or engineering work and any other associated or incidental costs.

It is advised that the Corporation obtain regular insurance valuations to confirm that the insurance cover is sufficient to comply with the requirements of the Strata Titles Act.

5.1. Insurance Valuation

The Body Corporate Manager advised that the Corporation last arranged for an insurance valuation in 02/12/2019 and that the replacement value was assessed then at $ 76,000,000

The Manager further noted that a fresh insurance valuation has been requested as agreed at the previous 2021 Annual General Meeting and pending receipt.

5.2. Current Insurance Details

The Body Corporate Manager tabled a copy of the Corporation's current policy.

The Body Corporate Manager advised regarding a renewal proposal and other quotations from financially secure strata insurers for a further year's insurance to be made available for consideration.

- Current Cover Through; Insurance Chubb

5.3. Insurance Renewal Directions

Motion tabled; The Body Corporate Manager is authorised to renew the current insurance policy, subject to any valuation resolved for limits of cover, and any directions from the Office Bearers for Quotes for insurance cover presented.

The Body Corporate Manager is to arrange insurance for the following limits of cover:

• Building Sum Insured	$ 76,760,000	(Subject to valuation)
• Legal Liability	$ 50,000,000	
• Office Bearers Liability	$ 2,000,000	
• Fidelity Cover	$ 450,000	(noted incorrect on Agenda)
• Common Contents	$ 100,000	
• Catastrophe Cover	$ 22,800,000	

Motion Carried

- **Financial Services Guide & Product Disclosure Statement**

As the Corporation has elected to place insurance cover through a broker or insurer other than BCB Strata Insurance Brokers please refer to our Management Agreement, Schedule 1.2. NB; Work undertaken by the manager in renewing cover or in submitting and following up claims will be subject to an additional charge. The broker or insurer will be responsible for provision of Financial Services Guides and Product Disclosure Statements.

- **Standing Direction**

To ensure that the Body Corporate continues to have insurance that meets the requirements of the Strata Titles Act, it was agreed that the Corporation grant a Standing Direction to Adelaide Strata & Community Management to automatically renew the Body Corporate insurance policies up to 7 days before maturity each year at the limits of cover held by the Body Corporate or as determined by a meeting of the Corporation.

The Body Corporate Manager is authorised to renew the Corporation insurance policy in accordance with the recommendations of the Brokers.

6. PROPERTY MAINTENANCE

Asset Manager

It was noted that the Corporation has engaged Knight Frank with a contract Agreement Term of 3 Years, requiring 3 months' notice for early termination.

- Contract start date noted 01/12/2020 – due for renewal 01/12/2023.

Automatic Doors – Residential (Lot 4)

It was noted that maintenance of the automatic foyer doors to the Residential Lot (lot 4) were a part of the common property of the building ('Entry' & 'Foyer' as identified on Corporation Plans) and the responsibility of the Primary Corporation to maintain.

It was further noted that Lot 4 is the primary user of this area with limited use by other parties (contractors etc) for access to services, roof or the building and street as fire egress.

- As previously resolved, Lot 4 would continue to maintain the foyer cleaning (entry door servicing/repairs arranged through the Primary Corporation), and be reimbursed 15% of expenses incurred, on presentation of invoices to the Primary Corporation.

Caretaking

It was resolved that the Corporation continue with the services from 'Onsite Services' for general cleaning of the common areas and car parking access.

Garage Roller Doors

It was resolved that the Corporation resolved to discontinue the services of 'Besam/Assay Abloy Entrance Systems' and engage Dormakaba for on-going 3 monthly maintenance of the garage roller doors.

Garage Remotes and Upgrade to access System
The Body Corporate Manager tabled a proposal from Jason Nash representing Community Corporation 25458 for an upgrade to the garage roller door entry system and with new remote controllers to address security concerns into the building.

It was noted that the costs for the up-grade plus remotes was approximately $12,000.00 with garage remotes costing $50.00 being primarily funded by Community Corporation 25458 Inc.

After discussion, It was resolved that Community Corporation 25458 Inc. is approved to engage the contractor to upgrade the garage roller door entry system subject to provision of 10 remotes to the Lot 3 for access to their respective parking spaces, and additional remotes for contractors and a spare to be held by the Primary Corporation. It was further agreed that the existing system be decommissioned and removed 30-45 days after the new system has been installed.

Building Maintenance – BMS
It was resolved that the Corporation continue with the services of 'Emtrol' for the building maintenance.

Building Maintenance – Air Conditioning Systems
It was resolved that the Corporation continue with the services of Applied Air Conditioning for the building maintenance.

Co-Gen Plant Replacement
The Manager noted that the Co-Gen replacement turbine is now in progress with installation expected in December 2021.

Electrical Maintenance
It was resolved that the Corporation continues with the services of Nilsen (SA) Pty Ltd for electrical maintenance at the Corporation. Some concerns were noted regarding services provide by Nilsen (SA) Pty Ltd and for the Facilities Manager to speak with the contractor accordingly.

Fire Equipment Maintenance
It was resolved that the Corporation continue with the services of 'Proficient Fire Protection' at the Corporation, which includes amortised charges for 3 yearly services to equipment.

Pest Control
It was resolved that the Corporation continue with the quarterly services of 'Eco Pest Control' at the Corporation based on the previously quoted $1,000 p.a.

Fire Evacuation
It was resolved that the Corporation continue with the services of 'First Five Minutes' for evacuation training for the building, preferably around 4PM or potentially after hours to avail better participation.

Window Cleaning
It was resolved that the Body Corporate Manager arrange for "Clean Windows SA' to attend for window cleaning at the Corporation on a twice yearly basis, in April/May and October/November of each year.

Back-Flow Valves
It was resolved that the Facilities Manager arrange for maintenance of back flow valves, pending presentation of certification documents from SA Water. It was further noted that there are 5 devices servicing the building.

NBN Connections – Lift Phones
The Manager clarified with owners of Lots 3 & 4 regarding lift phones migration to SIM device and that with NBN now connected to the building with old land-line services will be cancelled.

Façade Cladding Review for replacement considerations
It was noted that the façade ACP has been determined as a low risk concern and agreed to monitor at this time. A query was raised and agreed for David from Knight Frank to enquire with contractors who upgraded the Lot 3 foyer entrance façade if they can qualify the nature and layout of the structural framework behind the cladding to better understand potential risks.

Common Tree in front of Lot 4 Entrance
It was noted that the tree is being maintained six monthly by Austral Tree Services and due for maintenance.

Pool & Gym Use and Maintenance Management
It was noted that as Lot 4 is still a sole user of the pool and gym area, that the Primary Corporation has agreed to leave management of Lot 1 with the residential secondary Corporation.

Solar Repairs – Failed Inverter
It was noted that the building solar system has an inverter that has failed and quotes being sought for Office Bearers to consider to upgrade the system. It was further noted there is an additional expensive to instal a new cable from the roof to basement for compliance to upgrade.

- As there were no further maintenance/repair items for discussion, the meeting proceeded.

7. STATEMENT OF NON-RECURRENT EXPENDITURE (Sinking Fund Analysis)

The Body Corporate Manager advised that under the current legislation a Corporation of 7 or more Lots, or with a minimum of $100,000 Common Property must present at the Annual General Meeting, a statement of expenditure detailing proposed expenditure (other than recurrent expenditure) for the period prescribed by the regulations, being 3 years for a Corporation of 7 to 20 lots and 5 years for a Corporation with more than 20 lots.

The Body Corporate Manager noted the Sinking Fund Forecast for the Corporation prepared December 2009 by Catalyst Property Services, noting the proposed expenditure was presented in the Cash Flow Projection for consideration.

The Corporation adopted the following statement of proposed non-recurrent expenditure;

	2022-2023	2023-2024	2025-2026	2027-2028	2029-2030	2031 - 2034
PROJECTED OPENING FUNDS	**$126,136.98**	**$131,136.98**	**$86,636.98**	**$114,136.98**	**$134,136.98**	**$179,136.98**
Projected Levy Income	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	400,000.00
Additional / Special						
Projected Expenditure						
Air Conditioning / Chillers						
Building Repairs	-5,000.00	-5,000.00	-5,000.00	-5,000.00	-5,000.00	0.00
Replace exterior Lights (2034 - $16.5K)						-16,500.00
R&M Windows/Door/Glazing (8 Yearly)						-11,200.00
Electrical Works						
Replace switchboards & Rewire Common areas (2034 - $12K)						-12,000.00
Fire Equipment; Smoke Detector Replacements						-185,400.00
Fire Extinguishers				-25,000.00		
Fire Panel Replacement/Re-wire		-22,000.00				
Overhaul Water, Fire, Sprinkler Pumps		-50,000.00				
Garage Doors		-3,000.00				
Refurbish Building Entries			-10,000.00			
Common Area Tiling			-7,500.00			
Replace roof membrane (2034 - $41K)						-41,000.00
Painting Works		-14,500.00				
Replace sprinkler heads (2029 - $21K)						-21,000.00
Replace Co-Gen Generator System (2022)	-40,000.00					
PROJECTED CLOSING FUNDS	**$131,136.98**	**$86,636.98**	**$114,136.98**	**$134,136.98**	**$179,136.98**	**$292,036.98**

8. BUDGET AND LEVIES

The manager tabled a budget for the coming year and the meeting adopted the following:

EXPENDITURE	*Annual $*
Management Charges	
Account Management	**66.00**
Bank Charges	**20.00**
Income Tax Preparation	**205.00**
Instalment Tax	**400.00**
Management Fee	**8,710.00**
Insurance	
Insurance	**88,000.00**
Insurance Stamp Duty	**10,500.00**
Insurance Excess / Glazing or Other	**1,500.00**
Repairs & Maintenance	
Air Conditioning	**3,000.00**
Anchor Testing	**2,200.00**
Asset Manager (Knight Frank)	**26,500.00**
Back Flow Valves	**1,000.00**
BMS & Eng Maint (Res) 15%	**11,290.00**
BMS & Eng Maint (Non Res) 85%	**45,150.00**
Emtrol Pty Ltd - BMS @ $2800 / Qtr.	
Applied Air Conditioning @ $2520 / Mth	
Nilsen (SA) Pty Ltd - Electrical Works @ $1,250 /Mth	
Building Maintenance / Contingency	**8,000.00**
Graffiti Removal	**500.00**
Caretaking / Cleaning (@ $155/Wk)	**8,870.00**
Carpark & Driveway (Cleaning)	**2,750.00**
Co-Generation Maintenance	**6,050.00**
Common Lighting	**5,000.00**
Door Maintenance - Mutual (@ $180 / Qtr)	**1,200.00**
Electrical works/repairs	**3,000.00**
Fire Equipment Maintenance	**38,500.00**
Proficient Fire Protection @ $1750 / Mth	
First 5 Minutes @ $765 / Qtr	
Pest Control (Eco Pest Control - $425 / Qtr)	**2,000.00**
Plumbing Repairs/Maintenance	**2,500.00**
Roller Door *(Assa Abloy @ $400 / Qtr)*	**1,600.00**
SA Metro Fire Callout Fee	**1,800.00**
Security *(Woodpend)*	**400.00**
Sump Pump Maintenance	**1,000.00**
Tree Maintenance (Lot 4 Entrance)	**1,000.00**
Window Cleaning	**32,000.00**
Internet *(Internode @ $90 / Mth)*	**1,200.00**
Services	
Entry Foyer (15% maint. To Lot 4) - Reimbursement	**6,000.00**

Services	
Audit Preparation Fee	**145.00**
Auditor Fee (CTA Section 138 (4) & CTR Clause 24)	**660.00**
Archive / Data Storage	**20.00**
BAS Payment	**500.00**
Building Reports - Risk Assessment - Amortize 5 yearly	**400.00**
Building Reports / Inspection Fees * Registrations *	**800.00**
BAS Preparation	**820.00**
Disbursements (Fixed $440) + Work Orders/Reports $176	**620.00**
Electrical Power Usage - Mutual	**18,000.00**
Electrical Power Usage	**90,000.00**
Facilities & Equip. AZZO Tech.-Software $1900/Qtr.	**8,000.00**
Co-Generation Gas	**20,000.00**
Meeting Fee	**330.00**
Monitoring - Fire Alarm	**1,200.00**
Telephone (Fire / Mutual)	**2,400.00**
Valuation (Last done 2019)	**1,200.00**
Water Usage	**15,000.00**
Thermography *(Switchboard test - Included in Electrical Works)*	
$482,006.00	
GST On Expenses	**-41,281.00**
$27,920.00	
TOTAL EXP	**$440,725.00**

8.1. Quarterly Levies

Motion tabled; The Corporation Administration Levy and the Sinking Fund Levy be set in accordance with the proposed budget, raising a total of $316,000.00 in the Administrative Fund & a total of $50,000.00 in the Sinking Fund.

Motion Carried

8.2. Quarterly BMS Levies (Residential & Non-Residential)

Motion tabled; The Corporation Special Admin Fund 1/3 Levy for the Building Management Systems be set in accordance with the proposed budget, raising a total of $62,084.00 in the Administrative Fund.

Motion Carried

Levies are to be paid quarterly in advance in accordance with **Lot Entitlement** and will apply until changed by resolution at a future general meeting.

Quarterly LEVIES PER LOT including GST

						INDICATIVE ONY	
Lot No	**LEV**	**Administration Fund**	**Sinking Fund**	**BMS**	**Total**	**Co-Gen Gas**	**Electrical Power**
1	***54***	$213.30	$33.75	$96.24	$343.29	$38.75	
2	***1433***	$5,660.35	$895.63	$2,553.82	$9,109.80	$1,028.42	
3	***5480***	$21,646.00	$3,425.00	$9,766.19	$34,837.19	$3,932.83	
4	***13033***	$51,480.35	$8,145.63	$3,104.75	$62,730.73		
BMS	***6967***						
	20000	$79,000.00	$12,500.00	$15,521.00	$107,021.00	$5,000.00	

- Levies will be due on the following dates:- 1st February , 1st May, 1st August, 1st November

8.3. Shortfall of Funds

Where the Corporation has insufficient funds to meet its recurrent expenditure the Body Corporate Manager is authorised to convene an Extraordinary General Meeting to determine that the Corporation makes arrangements to raise the necessary funds.

Only a general meeting can authorise the collection of funds additional to the fees resolved at this meeting.

9. APPROVALS FOR PRESCRIBED WORKS

9.1. CCTV for Lot 4 Foyer entry and Garage area(s)

It was noted that quotes have been sought to consider installation of CCTV to the common areas of the Corporation to provide security vision over the residential foyer entry area and garage entry and lift areas.

It was agreed for the Office Bearers to review available quotes and if wishing to proceed, for an EGM to be convened to consider approval by special resolution.

9.2. Lot 4 – Apartment/Lot 1002 Plantation Shutters

An application for installation of plantation shutters to Lot 1002 of Community Corporation 25458 (Lot 4) was tabled, noting this has been pre-approved by General meeting of Community Corporation 25458 and now requires approval/endorsement of the Primary Corporation.

Motion tabled; To resolve that the Owner of Lot 1002 within Lot 4 (Community Corporation 25458 Inc) is approved by special resolution to install plantation shutters to the external windows of the Lot.

Votes for: 4 **Motion Carried**

10. ADOPTION OF POLICIES

10.1. Review of Previous Policies;

The Body Corporate Manager reviewed the previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners' and 'Maintenance Policy', and advised that these will continue without change.

Disbursements Directions (Correspondence to Owners)
The Corporation resolved that owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.

Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

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
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 any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owners'.

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.

Levy Arrears
Following an overview of the procedures followed to collect overdue levies it was resolved that the following policies and procedures be adopted:

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
   Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant Unit/Lot owner.

3. Any arrears exceeding 75 days
   The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm directions regarding further action for debt recovery, including legal action.

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

5. Costs
   All related costs associated with the recovery of any outstanding monies will be recovered from the relevant Unit/Lot owner as a debt against the Unit/Lot.

Notices from the Corporation to Owners
It was resolved that the Corporation agree to provide notices, as directed by a unit holder, to a nominated person or organisation in addition to the notice provided to the unit holders.

Maintenance Policy
The Corporation adopt the following maintenance procedures to assist in expediting repairs;

a) The Corporation authorise general repairs to proceed where costs are less than $500 to $600 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.
b) Unless alternate instructions are resolved at a general meeting of the Corporation;
   - The Corporation's preference is for 2 quotes for general repairs of $500.00 to $2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
   - The Corporation's preference is for 3 quotes for any general repairs exceeding $2,000.00
c) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;
   - The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented.

11. GENERAL BUSINESS

Building works by Lot Owners
Owners are requested to be mindful of any building works that will impact on other building occupants from noise transference through the building and to keep Body Corporate Manager(s) and Facilities Manager informed when any works are being planned.

After-Hours Emergency Maintenance
In the event that the Common Property required emergency after hours attendance residents should call Knight Frank (Duncan Appleton as Facilities Manager - +61 434 184 460) and if unavailable to call ASCM on 8490 1300 and follow the prompt for the After Hours service contractor (Stark Plumbing & Suburban Maintenance).

12. VENUE, DATE AND TIME OF NEXT MEETING

The next AGM is to be scheduled at 10:15 AM on or about Wednesday 25th October 2023 at U1/102 Greenhill Road Unley.

13. MEETING CLOSURE

The meeting closed at 12:05 PM

Orig: LF 11191552

15:05 5-Jun-2009
7 of 9 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
LF
Series No.
7

176

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: COWELL CLARKE CCL1

Correction to: COWELL CLARKE CCL1

PRIMARY

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

1. .....
2. .....
3. .....
4. .....

Lands Titl 12:35 12/06/09 205266
REGISTRATION FEE $112.00

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

ITEM(S)	AGENT CODE
	CCL1

PICK-UP NO.	
CP	

CORRECTION DV 45
17.6.2009

PASSED

FILED ~~16.6.2009~~ 3.7.2009

PRO REGISTRAR-GENERAL

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Lic No.1

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY-LAWS

COMMUNITY CORPORATION NO. 25455 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION
CONSERVATORY ON HINDMARSH SQUARE

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

.....

Full Name: Richard Neville McNeil
Address: Level 5, 63 Pirie Street Adelaide SA 5000

COMMUNITY CORPORATION NO. 25455 INCORPORATED

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COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY TITLES NO. 25455 INC

IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the owners of the Community Lots and any persons entering the Community Parcels.

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

PART 1 – DEFINITIONS

1. BY-LAW 1 – DEFINITION

The definitions and interpretations set out herein and set out in section 3 of the Community Titles Act 1996 shall apply to these By-Laws and unless the context otherwise requires, the expressions:

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

1.2 "**Builder**" means the builder appointed by the Developer to construct the Building;

1.3 "**Building**" means the building comprising the Community Parcel;

1.4 "**Common Property**" means the Common Property created by Community Plan No.25455;

1.5 "**Corporation**" means Community Corporation No. 25455 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the corporation appointed in writing;

1.6 "**Retail/Commercial Lots**" means the secondary community strata lots created by the division of Primary Strata Lot 2 ;

1.7 "**Community Parcel**" means the whole of the land comprised in Community Plan No. 25455;

1.8 "**Developer**" means Conservatory on Hindmarsh Square Pty Ltd;

1.9 "**Lot**" means a Community Lot comprised in Community Plan No.25455;

1.10 "**Lot Holder**" means the owner of a lot;

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

1.12 "**Office Lots**" means the secondary community strata lots created by the division of the Primary Strata Lot 3 in Community Plan No. 25457; and

1.13 "**Residential Lots**" means the secondary community strata lots created by the division of the Primary Strata Lot 4 in Community Plan No.25458.

1.14 "**Swimming Pool and Gymnasium Area**" means that portion of the Community Parcel comprising Primary Strata Lot 1 being the Lot comprising the swimming pool, gymnasium, spa, toilets showers and steam room in the basement of the Building.

Unless the contrary intention appears the following applies:

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

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

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

(e) words of any gender include every gender;

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

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

(h) headings are inserted for convenience and do not effect the interpretation of these By-Laws.

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

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION

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

2.2 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.

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

2.4 The Corporation must maintain, and retain all items installed in or about the Common Property as part of the Development comprising the Community Scheme which have been incorporated into the design of the Development which pertain to the following matters:

2.4.1 Energy Efficient Design; and

2.4.2 Minimisation of:

(a) Energy Consumption

(b) Mains water usage;

(c) Water to landfill

(d) Greenhouse gas emissions

and may only replace such items with like items or items which maintain or enhance the environmental sustainability and management of the Common Property.

3. BY-LAW 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 the residents in the community scheme and their visitors.

PART 3 – COMMUNITY PARCEL

4. BY-LAW 4 – PROHIBITED ACTIVITIES

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

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

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

4.3 interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;

4.4 be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;

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

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

4.8 use any portion of the Residential Lots as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services except as a home office with the consent of the relevant Council and otherwise in compliance with these By-Laws;

4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;

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

4.11

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

4.11.2 The following penalties shall apply in respect of a contradiction of this by-law 4.11:

(a) First breach - $50.00 or such greater amount as the Corporation shall determine from time to time

(b) Second breach - $100.00 or such greater amount as the Corporation shall determine from time to time

(c) Third offence – the maximum penalty prescribed under the Act

(d) Fee to remove wheel clamp – maximum penalty prescribed under the Act.

If any breach of this by-law continues unremedied for 24 hours then a further breach of this by-law shall be deemed to have occurred.

4.12 rollerblade, roller skate or ride a skateboard;

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

4.14 take any boat, surfboard or sailboard in any lift, corridor of foyer forming part of the common area;

4.15 install or permit to be installed any audible security alarm or siren other than a smoke alarm;

4.16 use on the Community Parcel any item comprising or containing a sub-woofer or speaker at a level exceeding 80Dba;

4.17 place any item of furniture on any external balcony other than an item of furniture designed and intended for outdoor use; and

4.18 hang any painting or other wall hanging or other object on the walls or other part of any external balcony.

4.19 place any pot plants on any external balcony other than pots which are charcoal in colour.

PART 4 – COMMON PROPERTY

5. BY-LAW 5 – PROHIBITED ACTIVITIES

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

5.1 camp or sleep overnight;

5.2 play any game in such a manner as to interfere with the safety or comfort of any other person;

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

5.4 carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;

5.5 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon; and

5.6 obstruct any corridor, hallway, passage or other access way.

6. BY-LAW 6 – ACCESS LICENCE

The Corporation will enter into an agreement with the Developer and the Builder pursuant to which the Corporation will grant:

6.1 the Developer and its authorised agent the right to access the Building and the Common Property to carry on the marketing of unsold Residential Lots, Retail/Commercial Lots or Office Lots in the Building involving among other things placing signs and other marketing material on Lots which are unsold and the Common Property ("**Marketing Activities**"); and

6.2 the Developer and the Builder (and their respective contractors) access to the Common Property to carry out rectification and repair works ("**Repair Works**"). Neither the Corporation nor any owner or Occupier of a Lot will make any objection or bring any claim or action against either the Developer or the Builder as a consequence of anything connected with:

6.2.1 the Repair Works and any access rights exercised by the Developer or the Builder in respect of them and any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from the repair works; or

6.2.2 the Marketing Activities and any access rights exercised by the Developer in respect of the Marketing Activities exercised by the Developer in respect of the Marketing Activities and any inconvenience that may result from them.

7. BY-LAW 7 – USE OF SWIMMING POOL AND GYMNASIUM

7.1 The owners acknowledge that the Corporation must take and maintain a lease of the Swimming Pool and Gymnasium Area from the owner of that Lot.

7.2 The owners and Occupiers of Retail/Commercial Lots shall not be entitled to have access to or to use the Swimming Pool and Gymnasium Area.

7.3

7.3.1 The owners and Occupiers of Office Lots shall be entitled to have access to and to use the Swimming Pool and Gymnasium Area subject to the payment by such owners and Occupiers of a fee to the Corporation

7.3.2 The fee to be charged by the Corporation for the purposes of by-law 7.2 shall be as reasonably determined by the Corporation and approved by the owner from time to time of the Swimming Pool and Gymnasium Area pursuant to the lease referred to in By-Law 7.1 provided that the fee applicable for the first two (2) years from the date of deposit of the Community Plan shall be as nominated by the owner of the Swimming Pool and Gymnasium Area and as specified in the Lease.

7.4 The owners and Occupiers of Residential Lots shall be entitled to have access to and use of the Swimming Pool and Gymnasium Area without the payment of a fee but subject to the obligation to contribute towards the costs of operation (including all insurance), repair and maintenance of the Swimming Pool and Gymnasium Area incurred by the Corporation with respect to the Swimming Pool and Gymnasium Area.

7.5 Occupiers must comply with the rules of uses of that part of the Common Property comprising the Swimming Pool and Gymnasium Area as set by the Corporation or the Manager of that facility as appointed from time to time by the Corporation.

7.6 Without limiting the provisions of By-Law 7.1 no bicycle (other than gym equipment) shall be permitted in the gymnasium.

7.7 The Corporation shall be responsible for providing all equipment to be used in the Swimming Pool and Gymnasium Area and for that purpose the Corporation intends to lease that equipment the cost of which will in addition to the costs referred to in By-Law 7.4 form part of the financial contributions to be made by the owners pursuant to Section 114 of the Act, subject to the operation of By-Law 44.

7.8 For so long as the Developer is an owner of a Residential Lot, a Retail/Commercial Lot or an Office Lot the Developer shall not be obliged to make any financial contribution pursuant to By-Law 7.7.

PART 5 – USE OF COMMUNITY LOTS

8. BY-LAW 8 – USE OF LOTS

A person bound by these By-Laws:

8.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose or for any purpose inconsistent with the Scheme Description;

8.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or By-Law there under for the time being in force;

8.3 the Corporation shall be permitted by each Lot Holder or Occupier and shall have the right at all reasonable times and on giving the Lot Holder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

8.3.1 to inspect the Lot;

8.3.2 to carry out maintenance repairs or work; and

8.3.3 to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these By-Laws are being observed;

8.4 must pay upon all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;

8.5 must, subject to the Act and these By-Laws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;

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

8.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the provision of By-Law;

8.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lot Holder or Occupier of the Lot shall ensure all the fire, security and garage doors are kept locked or secure in an operation state (as the case may be) when not in immediate use;

8.9 must not use or permit to be used any barbecue other than a gas barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;

8.10 must take every responsible precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

8.11 must surrender all keys or access cards belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any termination on the termination of any tenancy;

8.12 must not store bicycles, boats, sailboards, surfboards and other outdoor recreation or equipment in the Lot. Such items must be stored in a Lot subsidiary (but not a balcony Lot subsidiary);

8.13 must not use a high pressured water spraying device to clean the balcony of the Lot provided that the use of a garden hose for the purpose of watering plants on the balcony of a Lot shall be permitted;

8.14 must not display "for let", "for sale" or other such signs on or about the Lot;

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

8.16 must not conduct a garage sale on the Lot or a Lot subsidiary.

9. BY-LAW 9 – BUILDING WORKS AND CORPORATION'S APPROVAL

9.1 The owner or Occupier of a Lot must not undertake any building works within or about or relating to a Lot unless:

9.1.1 all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the secretary of the Corporation;

9.1.2 such works are undertaken strictly in accordance with those permits approvals and consents referred to in By-Law 9.1.1; and

9.1.3 such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Occupiers of Lots;

provided that this by-law 9.1 shall not apply to the Developer or any occupier of a lot owned by the Developer in relation to any lots owned by the Developer.

9.2 The owner or Occupier of a Lot must not proceed with any such works until the owner or Occupier:

9.2.1 submits to the Corporation plans and specifications of any works proposed by the owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

9.2.2 supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonable satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and compatible with the overall services to the Building and the individual floors;

9.2.3 receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation's approval must be paid by the Corporation or Occupier; and

9.2.4 pays the costs referred to in By-Law 9.2.3 to the Corporation.

9.3 The owner or Occupier of a Lot must ensure that the Corporation or Occupier and the owner's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Corporation concerning the method of building operations, means of access, use of common areas and on site

management and building protection, and hours of work and that such servants agents and contractors are supervise in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

9.4 The owner or Occupier of a Lot must ensure the owner or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

9.4.1 building materials must not be stacked or stored in the front side or rear of the Building;

9.4.2 scaffolding must not be erected on the Common Property of the exterior or the Building;

9.4.3 construction work times must comply with the local laws of the City of Adelaide;

9.4.4 the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state; and

9.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.

9.5 Before any of the owner's or Occupier's works commence the owner or Occupier must:

9.5.1 cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Corporation; and

9.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Corporation.

9.6 Access shall not be available to other Lots on the plan or Common Property for installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of Common Property.

9.7 The owner or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property or the service or therein which are caused by such works and, if the owner or Occupier fails to immediately do so, the body corporate may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor or Occupier shall indemnify and keep indemnified the body corporate against any cost or liabilities incurred by the body corporate in so making good the damage or dirtying.

9.8 The owner or Occupier of a Lot must forthwith make good any damage resulting from such works or, if the body corporate elects to make good any damage itself reimburse to the body corporate the cost of making good any such damage.

9.9 This By-Law does not apply to the Developer for so long as the works comprising the construction of the development on the Community Parcel are being undertaken and completed including the undertaking of any Repair Works.

9.10 If alterations to internal floor finishes are approved by the Corporation pursuant to By-Law 9.1 the acoustic rating in respect of such altered floor finishes must exceed the requirements of the Building Code of Australia.

9.11 If the owner or Occupier of a Residential Lot elects to have fitted window treatments it must ensure that all such window treatments have fitted to them a white backing facing the exterior of the Lot. If the owner or occupier of a Residential Lot elects to fit window treatments than as a minimum the windows must have fitted to them a Verosol roller blind or equivalent that are manual chain or automatically operated as per the Verosol roller blind the specifications of which are approved by the Corporation. No other window treatments visible from outside a Residential Lot are permitted including without limitation curtains, drapes or wooden louvers.

10. BY-LAW 10 – SATELLITE DISHES

The owner or Occupier of a Lot must not without the Corporation's approval erect a satellite dish on a Lot and if such approval is obtained such satellite dish must be concealed from view.

11. BY-LAW 11 – OWNER OF LOT MUST MAINTAIN AND REPAIR

11.1 The owner of a Lot must maintain and keep in good repair Buildings and structural improvements to the Lot.

11.2 The owner of a Lot must carry out any work ordered by a council or other public authority in respect of the Lot.

11.3 The owner of a Lot must carry out any work required by the Corporation in respect of the Lot.

11.4 The owner of a Lot shall be responsible to maintain repair and replace the air conditioning equipment including the condenser servicing the owner's Lot.

12. BY-LAW 12 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY

12.1 The Occupier of a Lot must keep the Lot in a clean and tidy condition.

12.2 The Occupier of a Lot must:

12.2.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and

12.2.2 comply with any requirements of the Council for the disposal of garbage.

13. BY-LAW 13 – MOVING ARTICLES TO AND FROM LOTS

The Lot Holder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from the Lot:

13.1 goods or furniture may be delivered to and from the Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and under the supervision of the Corporation;

13.2 goods or furniture being moved to or from the Lot shall only be carried in the lift installed in the Building (if any) designated for the purpose of carrying goods or

furniture (the "**Goods Lift**") but in carrying the goods or furniture in the goods lift priority shall at all times be given to passenger traffic;

13.3 before goods or furniture are carried in the Goods Lift the sides of the Goods Lift shall be covered in such manner as the Corporation shall direct to prevent scratching or damage;

13.4 goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lot Holder; and

13.5 appropriate measures must be taken to ensure that the security of the Building is maintained at all times while goods or furniture are being delivered to or removed from the Building.

14. BY-LAW 14 – BUILDING INSURANCE

The Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Buildings within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the Scheme unless otherwise consented to by the Corporation.

15. BY-LAW 15 – THIRD PARTY PROPERTY AND BODILY INJURY INSURANCE

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

The policy of insurance to be carried by the Lot Holder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of $10,000,000 in respect of any accident or event.

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

16. BY-LAW 16 – PROHIBITION OF DISTURBANCE

16.1 The Occupier of a Lot must not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

16.2 The Occupier of a Lot must ensure as far as practicable that persons who are brought or allowed on to the Lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

17. BY-LAW 17 – KEEPING OF PETS

17.1 Subject to the Act and subject to By-Law 17.2, a person bound by these By-Laws must not, without the consent of the Corporation, keep any animal in, or in the vicinity of a Lot.

17.2 Notwithstanding the provisions of By-Law 17.1 the Developer when entering into a Contract for Sale of a Lot may consent to the Purchaser of that Lot keeping an animal in the Lot, having regard to the Purchaser's circumstances at the time of the Contract, and the age and size of the animal. Such consent by the Developer is deemed to be the consent of the Corporation.

18. BY-LAW 18 – LEASING

Where a Lot Holder leases the Lot the Lot Holder must inform the Corporation as to the identity of the Lessee.

19. BY-LAW 19 – CHANGE IN OWNERSHIP

A Lot Holder must immediately notify the Corporation of:

19.1 any change in ownership of the Lot, or any change in address of a Lot Holder; and

19.2 any change in the occupancy of the Lot.

20. BY-LAW 20 – ENVIRONMENTAL MATTERS

20.1 The owners acknowledge that the development undertaken on each lot comprised in the Community Scheme was undertaken to incorporate high standards of environmental sustainability and management in respect of:

20.1.1 Energy Efficient Design; and

20.1.2 Minimisation of:

(a) Energy Consumption

(b) Mains water usage

(c) Waste to landfill

(d) Greenhouse gas emissions

20.2 The owner or Occupier of a lot must maintain and retain all items installed in and about the lot which have been incorporated into the design of the dwelling on the lot which pertain to the matters specified in By-Law 20.1 and may only replace such items with items which maintain or enhance the environmental sustainability and management of the lot.

21. BY-LAW 21 – SALE OF LOT

A person bound by these By-Laws:

21.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as not to cause a disturbance to other persons on the Community Parcel;

21.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel provided that this by-law shall not apply to the Developer in respect of any Lot owned by the Developer; and

21.3 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

PART 6 – GENERAL PROVISIONS

22. BY-LAW 22 – DISPLAY OF SIGNS AND ADVERTISEMENTS

22.1 Subject in all respects to By-Law 22.2 a person must not display a sign advertisement on a Lot or the Common Property without the approval of the Corporation.

22.2 Nothing in By-Law 22.1, prohibits the owner or Occupier of the Retail/Commercial Lots from affixing signage to the Lot or the Common Property provided the signage:

22.2.1 is only for the purposes of identifying the business carried on from the Lot and the hours of operation of the business;

22.2.2 each sign comprising the signage does not exceed 420mm in width and 297mm in height provided that this by-law 22.2.2 shall not apply to the Developer in respect of any Lot owned by the Developer; and

22.2.3 complies with the requirements of all relevant authorities.

23. BY-LAW 23 – NAMING RIGHTS AND SIGNAGE RIGHTS

The owner from time to time of Primary Strata Lot 1 shall be entitled for no licence fee to have the following rights:

23.1 the sole and exclusive right to determine the name of the building including the right to grant to such other parties as that owner shall determine in its absolute discretion naming rights in respect of the building; and

23.2 the sole and exclusive right to grant to owners or Occupiers of the building or third parties the right to erect signage on the Common Property including without limitation the roof and appropriate locations on the external walls forming part of the Common Property. In exercising its rights pursuant to this By-Law the owner must comply with the provisions of By-Law 9.1, 9.3, 9.7 and 9.8 provided that the owner shall not be obliged to comply with the other provisions of By-Law 9.

23.3 The owner of Primary Strata Lot 1 shall be solely responsible for any costs and expenses incurred in respect of that portion of the Common Property upon which signage is erected pursuant to this By-law including all costs of repair and maintenance together with all costs incurred in respect of electricity supplied to any such signage.

24. BY-LAW 24 – TELECOMMUNICATIONS LICENCE

The owner from time to time of Primary Strata Lot 1 shall be entitled for no licence fee to have the following rights:

24.1 The sole and exclusive right to install and maintain on that portion of the Common Property comprising the roof such telecommunications equipment as the owner shall in its absolute discretion determine including without reference antennas, receivers, radio transmitters and associated cabling; and

24.2 The sole and exclusive right to grant to owners or occupiers of the building or third parties the right to place telecommunications equipment on those portions of the Common Property comprising the roof. In exercising its rights pursuant to this by-law the owner must comply with the provisions of by-law 9.1, 9.3, 9.7 and 9.8

provided that the owner shall not be obliged to comply with the other provisions of by-law 9.

24.3 The owner of Primary Strata Lot 1 shall be solely responsible for any costs and expenses incurred in respect of those portions of the Common Property upon which any equipment is erected pursuant to this By-law including all costs of repair and maintenance together with all costs in respect of electricity supplied to that equipment.

25. BY-LAW 25 – EXCLUSIVE LICENCE TO OCCUPY COMMON PROPERTY

25.1 The owner of any Office Lot or Residential Lot where that lot including any lot subsidiary (other than a car park lot subsidiary or a storage lot subsidiary) adjoins a portion of the Common Property which portion of Common Property can only be accessed via the relevant Lot, shall have the sole and exclusive licence to use for no licence fee that portion of the Common Property;

25.2 The Office Lot owners and Residential Lot owners to whom the licence has been granted pursuant to By-Law 25.1 must maintain, repair and keep the relevant portion of the Common Property in respect of which the licence has been granted in good condition and must keep such Common Property in a clean and tidy condition.

26. BY-LAW 26 – INDEMNITY AND RELEASE

A person bound by these By-Laws shall:

26.1 indemnify and forever hold harmless the Corporation from an against any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising our of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to the negligence of the Corporation; and

26.2 occupy and use and keep the Lot at the risk in all things of the Lot Holder and the Lot Holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except at to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

27. BY-LAW 27 – ACCESS FOR MAINTENANCE AND WINDOW CLEANING

Subject to the provision by the Corporation of prior notice the Corporation and contractors appointed by the Corporation shall be entitled to have access to each Lot for the purpose of undertaking maintenance, cleaning and repair to the common property including without limitation external window cleaning.

28. BY-LAW 28 – SERVICES

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

29. BY-LAW 29 – PERMITS

29.1 In any By-Law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

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

29.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

29.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of committees as it thinks appropriate.

29.5 A permit holder shall comply with each and every condition of the permit.

Each event which is a breach of the permit shall constitute a separate offence under these By-Laws.

29.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

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

30. BY-LAW 30 – OFFENCES

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

Maximum Penalty: The maximum prescribed under the Act.

31. BY-LAW 31 – BREACH

Where a person bound by these By-Laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

32. BY-LAW 32 – REMOVAL OF PERSONS

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a By-Law in that part.

33. BY-LAW 33 – WAIVER

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

34. BY-LAW 34 – NOTICE

Any notice required to be served under these By-Laws shall be sufficiently served on the Lot Holder if left on the Lot addressed to the Lot Holder or if addressed to the Lot Holder at the last known address of the Lot Holder and forwarded by pre-paid post and if notice is

given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

35. BY-LAW 35 – SECURITY OF COMMON PROPERTY

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

36. BY-LAW 36 – NOTIFICATION OF DEFECTS

A proprietor or Occupier of a Lot must promptly notify the Corporation or its Managing Agent on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Corporation.

37. BY-LAW 37 – COMPENSATION TO CORPORATION

37.1 The proprietor or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that proprietor or Occupier or their respective tenants, licensees or invitees.

37.2 In circumstances where the Corporation arranges for a service call to the Community Parcel and the reason for that service call relates to a particular lot or lots or is necessitated by reason of an act or omission of an owner or Occupier then the Corporation shall be entitled to recover the costs incurred in respect of such service call directly from the relevant owner or Occupier.

38. BY-LAW 38 – SECURITY KEYS

38.1 The Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

38.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the proprietor or the Corporation.

38.3 A proprietor or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or Occupier and is not disposed of other wise than by returning it to the Corporation.

38.4 A proprietor or Occupier of a Lot must promptly notify the Corporation if a Security Key is lost or destroyed.

39. BY-LAW 39 – COMPLAINTS AND APPLICATIONS

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Corporation.

40. BY-LAW 40 – STORAGE CAGES

A proprietor or Occupier of a Lot must not install a storage cage nor alter an existing storage cage in any way without first obtaining the written consent of the Corporation,

which consent may be refused or granted on certain conditions by the Corporation at its absolute discretion.

41. BY-LAW 41 – NO TRADE OR BUSINESS FROM RESIDENTIAL LOTS

41.1 The owner or Occupier of a Residential Lot must not use that Lot or any part of the Common Property for any trade or business including the sale or offering for sale of any goods or merchandise nor permit others to do so.

41.2 The owner or Occupier of the Retail/Commercial Lots and Office Lots may carry on a trade or business from the relevant Lot, provided:

41.2.1 the development plan governing the use of that Lot permits the trade or business to be carried on from that Lot;

41.2.2 any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;

41.2.3 the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and Occupiers of other Lots; and

41.2.4 in respect of Retail/Commercial Lots only the trade or business must not be undertaken outside the hours of 7.00am to 1.00am on weekdays and 7.00am to 2.00am on weekends.

42. BY-LAW 42 – BUILDING WARRANTIES

The Corporation will, if the Developer is able to procure the Builder so to do, enter into a Deed with the Builder pursuant to which Deed the Builder will provide to the Corporation the statutory warranties contained in Section 32(2) of the Building Work Contractors Act 1995 with intent that the Corporation may directly enforce a breach of those warranties by the Builder. The Deed will incorporate the warranties contained in section 32(2) of the Building Work Contractors Act 1995 and otherwise be in a form reasonably satisfactory to the Corporation the Builder and the Developer.

43. BY-LAW 43 – AIR CONDITIONING EQUIPMENT

43.1 All air conditioning equipment including condensers which provide air conditioning services exclusively to individual Lots will be situated on the Common Property.

43.2 In the event that any air conditioning equipment referred to in By-Law 43.1 or any part thereof including any condenser is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the owner's Lot over the Common Property by virtue of the operation of Section 24(1)(c)(i) of the Act.

44. BY-LAW 44 – CONTRIBUTIONS BY OWNERS

44.1 In determining the financial contribution to be levied against owners, the Corporation must have regard to the benefit derived by the owner of a Lot in respect of the relevant expenditure for which the contribution is to be levied.

44.2 Without limiting the provision of the By-Law44.1:

44.2.1 the owners of the Retail/Commercial Lots will not be required to contribute towards the following costs and expenses:

(a) costs incurred in operating (including insurance) and maintaining the Swimming Pool and Gymnasium Area;

(b) costs of cleaning and maintaining the car park; and

(c) costs incurred in cleaning and maintaining the ground floor entrance foyer to the residential apartments, the corridors in the Building above ground floor level of the Building and the fire stairs; and

(d) costs and expenses incurred in respect of any common property to which either the owner or occupier of a Community Lot does not have access or in respect of common property including infrastructure and plant and equipment which does not service the Community Lots.

44.2.2 The owners of Office Lots will not be required to contribute towards the costs and expenses incurred in operating (including insurance) and maintaining the Swimming Pool and Gymnasium Area.

44.2.3 the owners and Occupiers of the Retail/Commercial Lots shall not without the consent of the Corporation be entitled to access any part of the Building other than the relevant Retail/Commercial Lot of which they are the owner or Occupier and any common property on the ground floor of the building and any common property forming part of the commercial lots secondary scheme.

45. BY-LAW 45 – CONTRIBUTIONS BY OWNERS – GAS TURBINE

45.1 Portion of the equipment comprising the property of the Community Corporation comprises a gas turbine which gas turbine produces;

45.1.1 electricity which is fed into the internal power grid for the Common Property; and

45.1.2 produces hot water for heating the swimming pool and otherwise for use in the Swimming Pool and Gymnasium Area and provides hot water for the Residential Lots.

45.2

45.2.1 The Corporation shall from time to time allocate the cost of the gas supplied to operate the gas turbine having regard to the comparative benefit derived by the Residential Lots, the Office Lots and the Retail/Commercial Lots from the generation of electricity and the production of hot water.

45.2.2 As at the date of the deposit of the Community Plan, the cost of the gas supplied to operate the gas turbine shall be borne as follows:

(a) by the Residential Secondary Community Corporation as to 50%;

(b) by the Office Secondary Community Corporation as to 50%; and

(c) by the Retail/Commercial Secondary Community Corporation as to 0%.

45.3 The Swimming Pool and Gymnasium Area shall not be obliged to contribute to the cost of the gas supplied to operate the gas turbine.

46. BY-LAW 46 – GREASE ARRESTOR – RETAIL/COMMERCIAL LOTS

46.1 This By-Law shall apply only to the Retail/Commercial Lots.

46.2 A grease arrestor to the extent that one is required in respect of a Retail/Commercial Lot can only be located either:

46.2.1 in that portion of the common property in the basement of the Building marked "Grease Arrestor" ("Grease Arrestor Room"); or

46.2.2 in such other part of the Common Property as the Corporation shall approve.

46.3 The Corporation must allow the installation by the Developer or an Owner or Occupier of a Retail/Commercial Lot of a grease arrestor in the Grease Arrestor Room and must not unreasonably withhold its consent to the installation of a grease arrestor pursuant to By-law 46.2.2 and must further permit the installation and connection of all plumbing from the grease arrestor in the Grease Arrestor Room or such other approved area to the relevant Community Lot.

47. BY-LAW 47 – EXCLUSIVE LICENCE TO OCCUPY - BASEMENT STORAGE LICENCE

47.1 The owner from time to time of Primary Strata Lot 1 shall be entitled for no licence fee to have the following rights:

47.1.1 The sole and exclusive right to occupy a portion of the common property comprising the storage area in the basement of the Building as a storage area; and

47.1.2 The sole and exclusive right to grant the right to occupy such portions of that storage area as the owner of that Lot shall determine at its sole discretion from time to time and without consultation with any other party and on such terms and conditions as that owner shall determine.

47.2 The owner of Primary Strata Lot 1 must notify the Corporation in writing of any licence granted by that owner in accordance with the provisions of By-law 47.2.

47.3 The owner of Primary Strata Lot 1 shall be solely responsible for any costs and expenses incurred in respect of the storage areas including all costs of repair and maintenance together with all costs in respect of electricity supplied to the storage area.

PRIMARY

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	ADELAIDE	APPROVED: JERZY MROTEK 12/06/2009	C25455
MAP REF:	6628/42/H	COUNCIL:	THE CORPORATION OF THE CITY OF ADELAIDE	DEPOSITED: ORAZIO DEANGELIS 03/07/2009	SHEET 1 OF 25
LAST PLAN:	D77697	DEVELOPMENT NO:	020/C019/07/001/21341		17717_text_01_v06_Version_6

AGENT DETAILS: CALDER HARRIS SURVEYORS PTY LTD
SUITE 3, 95 KING WILLIAM ST
UNLEY SA 5061
PH: 82721822
FAX: 82725007

AGENT CODE: CALD

REFERENCE: B2591CP 1C.200

SURVEYORS CERTIFICATION: I Rodney Neil Burford , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
11th day of June 2009 Rodney Neil Burford Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6021	172		ALLOTMENT(S)	1	D	77697	ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING	COMMON PROPERTY	LONG	RIGHT(S) OF WAY WITH LIMITATIONS	A		ALLOTMENT 2 IN D77697	RTC11009562
NEW	COMMON PROPERTY	LONG	EASEMENT(S) WITH LIMITATIONS	B	FOR ELECTRICITY SUPPY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	
NEW	COMMON PROPERTY	SHORT	EASEMENT(S) WITH LIMITATIONS	C	FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	

ANNOTATIONS: PORTION OF D77697 MARKED X EXISTS BELOW A LEVEL OF 58.26 METRES A.H.D.
PORTION OF D77697 MARKED Y EXISTS BELOW A LEVEL OF 63.30 METRES A.H.D.
ENCROACHMENT OF FOOTINGS AND CANOPY OCCURS OVER HINDMARSH SQUARE (PUBLIC ROAD)
ENCROACHMENT OF FOOTINGS, CANOPIES, FLOORS AND BALCONY OCCURS OVER GRENFELL STREET (PUBLIC ROAD)
ENCROACHMENT OF CONSERVATORIES, FLOORS, BALCONIES AND CANOPY OCCURS OVER HYDE STREET (PUBLIC ROAD)(GRO MEMORIAL NO.103 BK 543)
NOT WITHSTANDING ANY BOUNDARIES DELINEATED ON THE PLAN ALL STRUCTURAL COLUMNS ETC. TO BE COMMON PROPERTY
LOT 3 EXISTS AT BASEMENT, GROUND, FIRST, SECOND, THIRD AND FIFTH TO NINETH FLOOR LEVELS INCLUSIVE
LOT 4 EXISTS AT BASEMENT, GROUND, MEZZANINE, FIRST TO NINETEENTH FLOOR LEVELS INCLUSIVE

C25455

SHEET 2 OF 25

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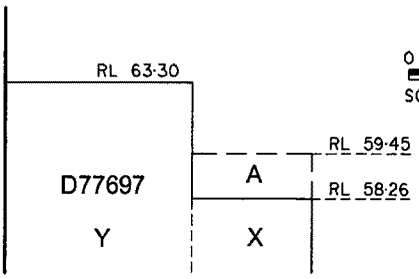
BEARING DATUM: ① – ② 85°08'40" ADOPTED
DERIVATION: D77697

TOTAL AREA: 1252m²

SITE PLAN

0 5 10 15
SCALE METRES

EASEMENT LIMITATION(S) SCHEDULE	
IDENTIFIER	HEIGHT LIMITATION
B	UPPER LIMIT 44 METRES A.H.D.
C	UPPER LIMIT 45·65 METRES A.H.D.



CROSS SECTION BB-BB
NOT TO SCALE

GRENFELL STREET

CANOPY
FLOOR
FOOTING
BALCONY
TWENTY STOREY BUILDING
STREET
SQUARE
HYDE
HINDMARSH
VIDE CROSS SECTION AA-AA SHEET 25
VIDE CROSS SECTION BB-BB
D77697 / X / A
D77697 / Y
C21611
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SHEET 3 OF 25

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BASEMENT FLOOR PLAN

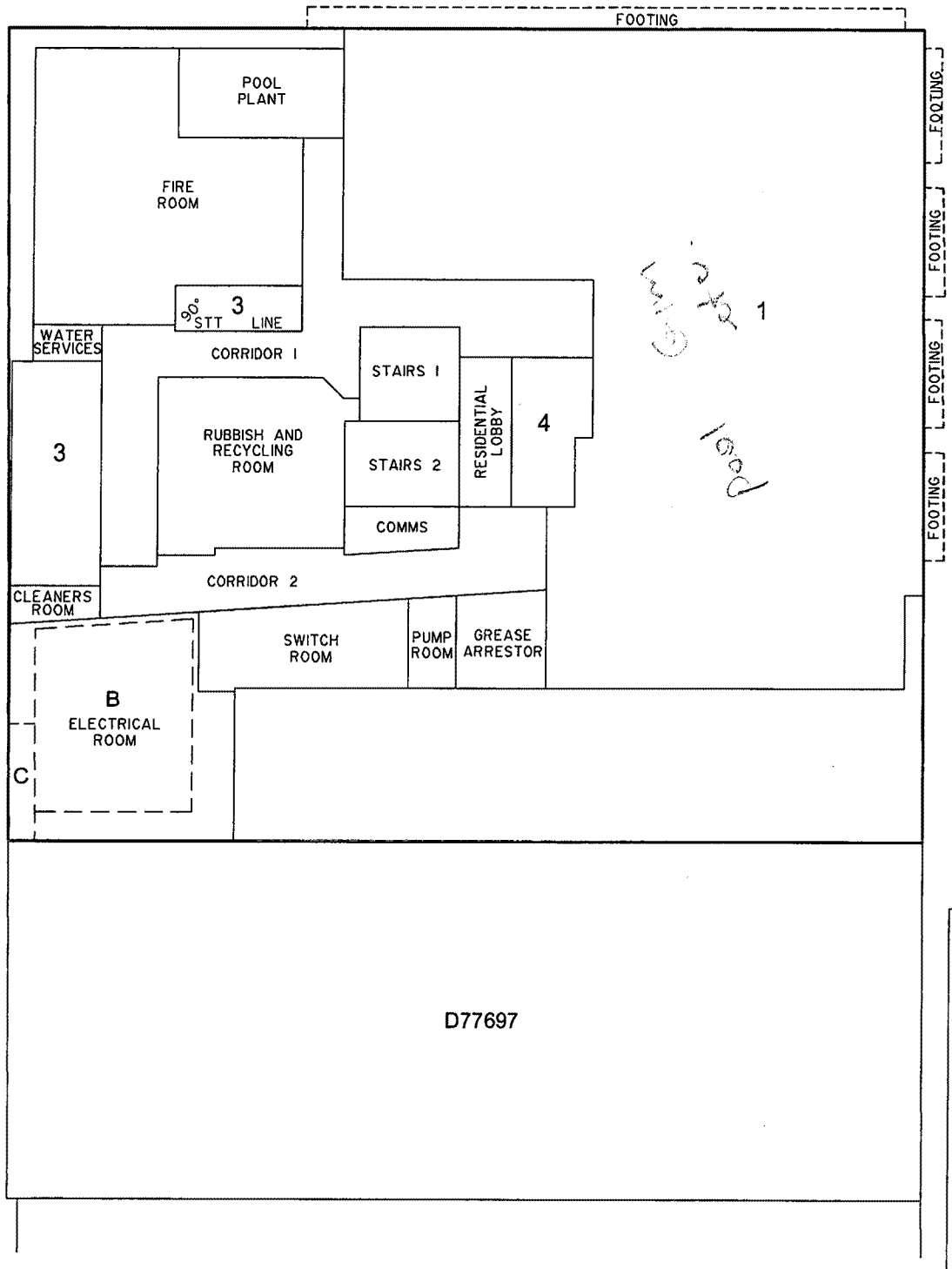
0 5 10 15

SCALE METRES

GRENFELL STREET

HYDE STREET

HINDMARSH SQUARE

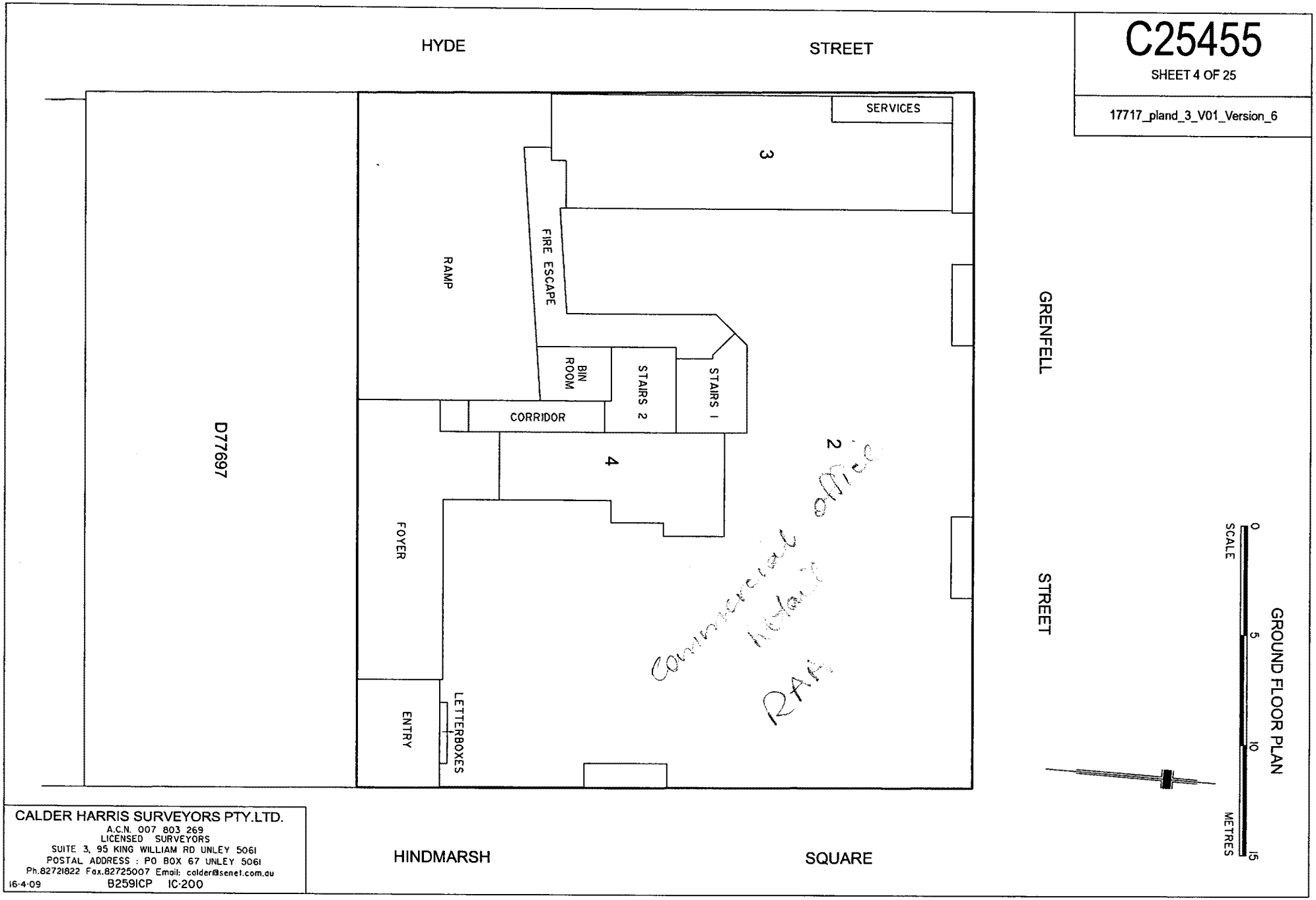


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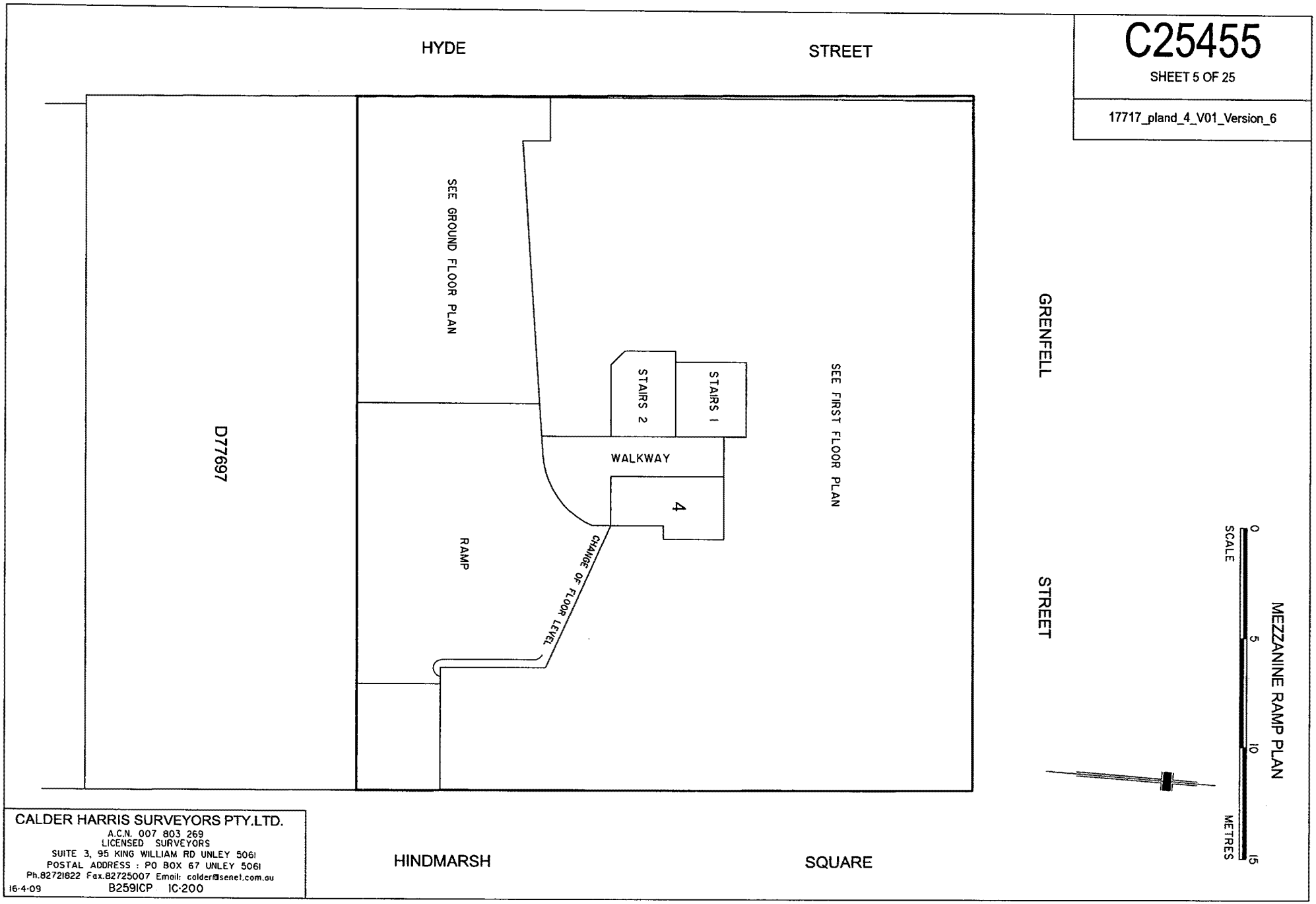
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MEZZANINE RAMP PLAN

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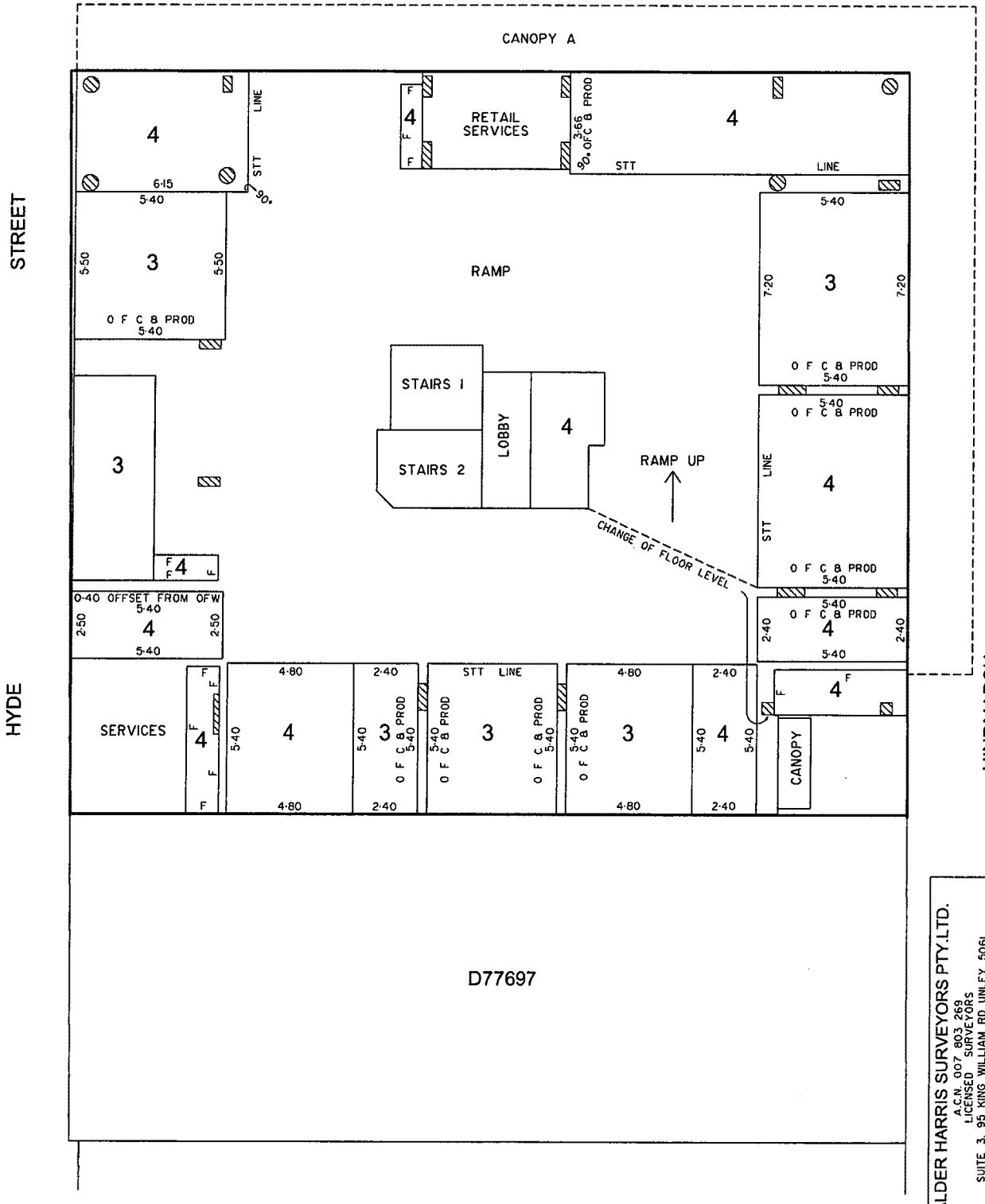
SHEET 6 OF 25

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LEGEND	
OFW	OUTSIDE FACE OF WALL
OFC	OUTSIDE FACE OF COLUMN
F	FENCE
STT LINE	STRAIGHT LINE
	COLUMN

FIRST FLOOR PLAN

SCALE 0 5 10 15 METRES



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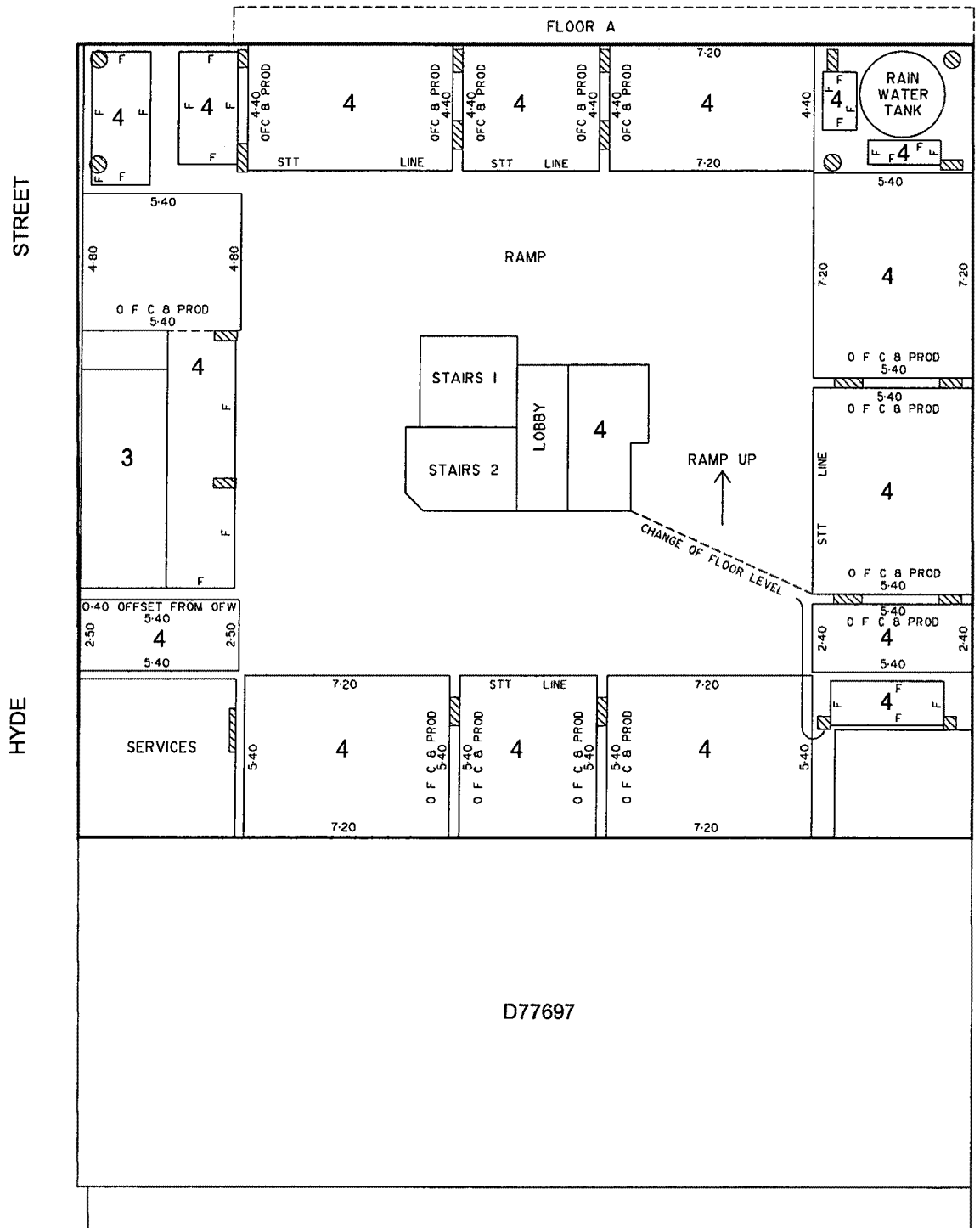
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LEGEND	
OFW	OUTSIDE FACE OF WALL
OFC	OUTSIDE FACE OF COLUMN
F	FENCE
STT LINE	STRAIGHT LINE
	COLUMN

SECOND FLOOR PLAN

0 5 10 15

SCALE METRES



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SHEET 8 OF 25

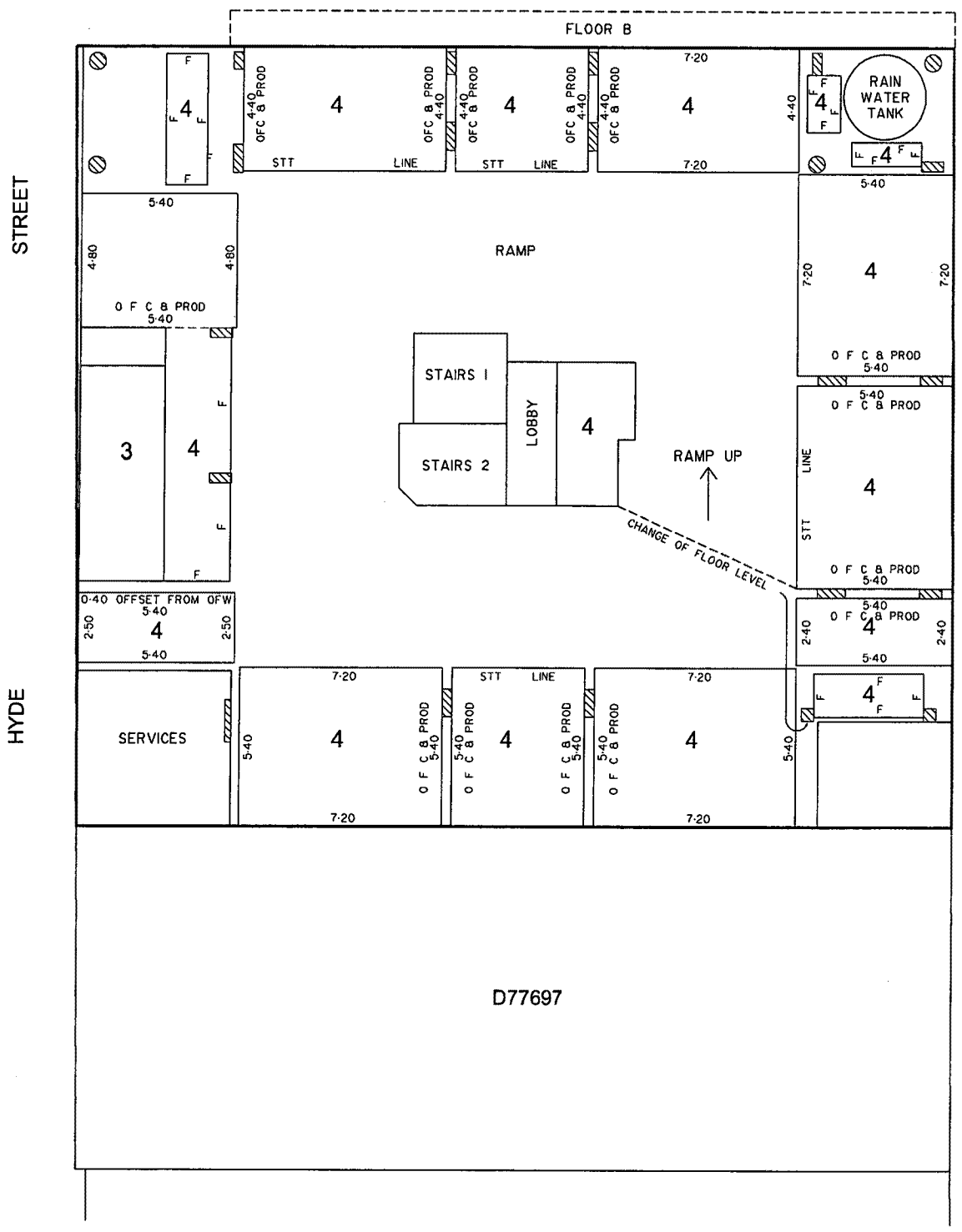
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LEGEND

OFW	OUTSIDE FACE OF WALL
OFC	OUTSIDE FACE OF COLUMN
F	FENCE
STT LINE	STRAIGHT LINE
	COLUMN

THIRD FLOOR PLAN

SCALE 0 5 10 15 METRES



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LEGEND	
OFW	OUTSIDE FACE OF WALL
OFC	OUTSIDE FACE OF COLUMN
F	FENCE
STT LINE	STRAIGHT LINE
	COLUMN

FOURTH FLOOR PLAN

0 5 10 15

SCALE METRES



GRENFELL STREET

STREET

HYDE

SQUARE

HINDMARSH

FLOOR C

4 4·40 OFC & PROD 4·40 4 4·40 OFC & PROD 4·40 4 4·40 OFC & PROD 4·40 4 7·20 4·40 4 7·20

F F F F F F F F

STT LINE STT LINE 7·20

5·40

RAMP

7·20 4 7·20

O F C & PROD 5·40

5·40 O F C & PROD

STAIRS 1

STAIRS 2

4

RAMP UP

LINE STT 4

CHANGE OF FLOOR LEVEL

O F C & PROD 5·40

5·40 O F C & PROD

2·40 4 2·40

5·40

F F 4 F F

SEE THIRD FLOOR PLAN

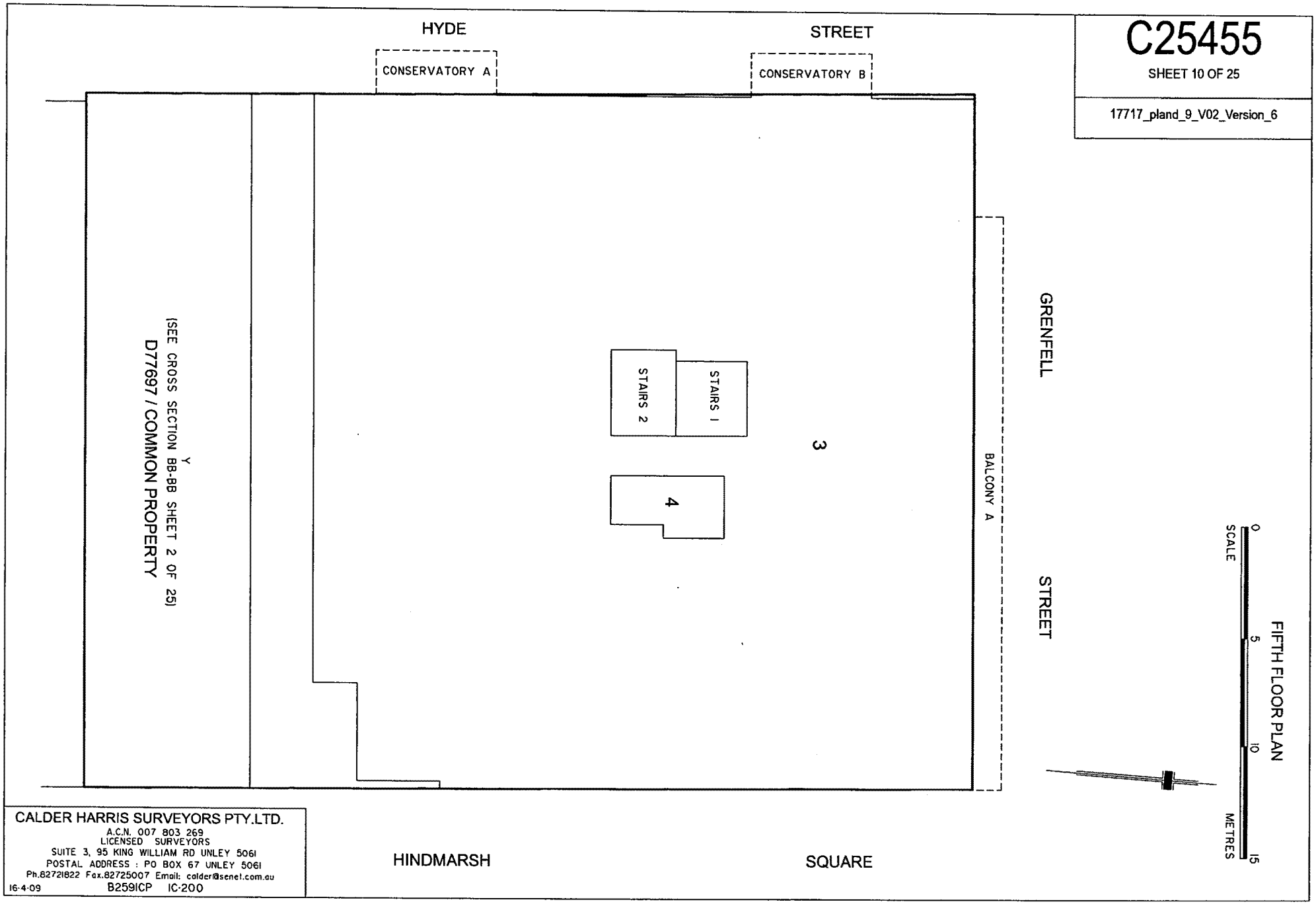
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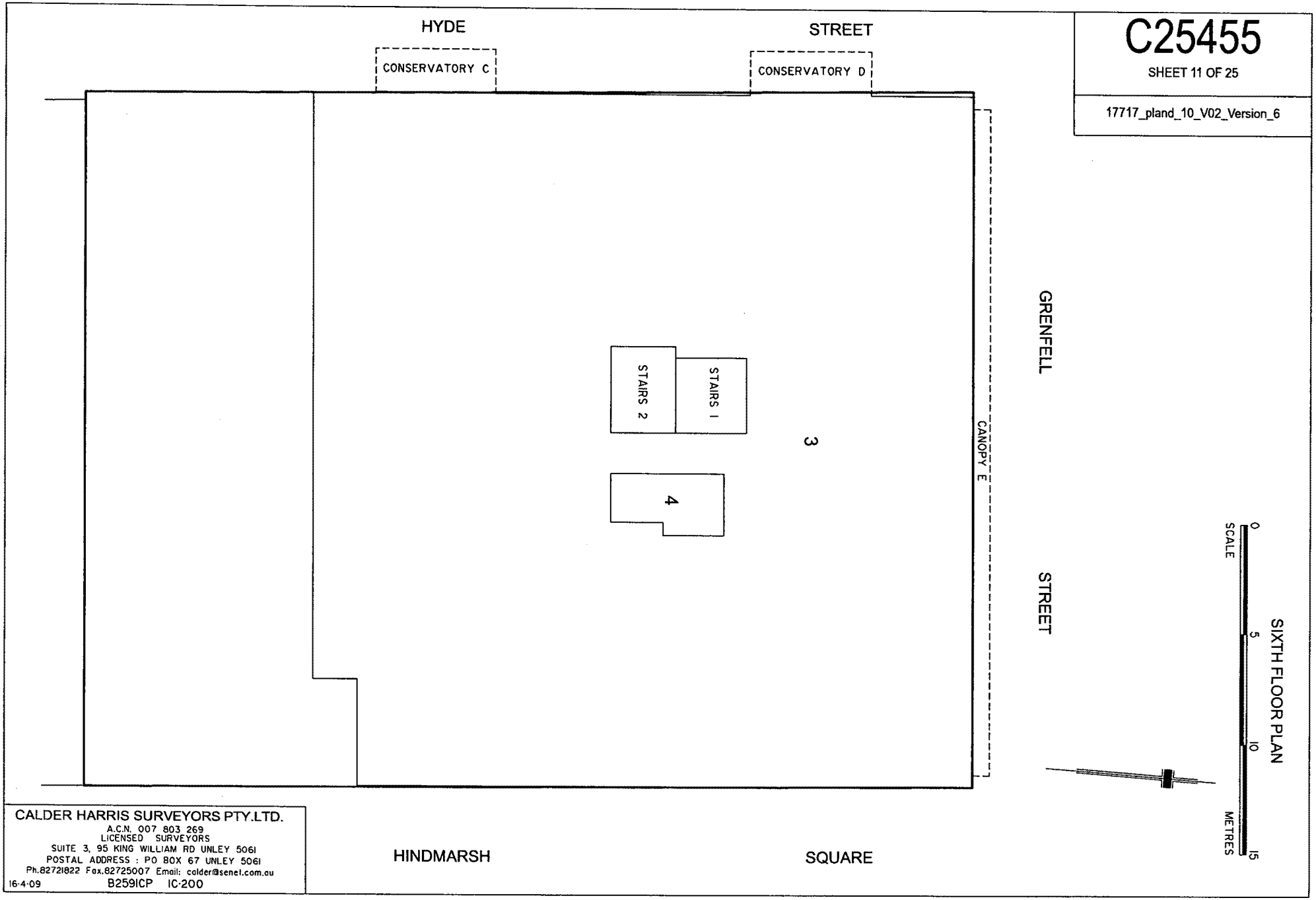
D77697 / COMMON PROPERTY

D77697

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HYDE
STREET
CONSERVATORY A
CONSERVATORY B
C25455
SHEET 10 OF 25
17717_pland_9_V02_Version_6
GRENFELL
STREET
BALCONY A
STAIRS 1
STAIRS 2
3
4
Y
(SEE CROSS SECTION BB-BB SHEET 2 OF 25)
D77697 / COMMON PROPERTY
FIFTH FLOOR PLAN
SCALE
0
5
10
15
METRES
HINDMARSH
SQUARE
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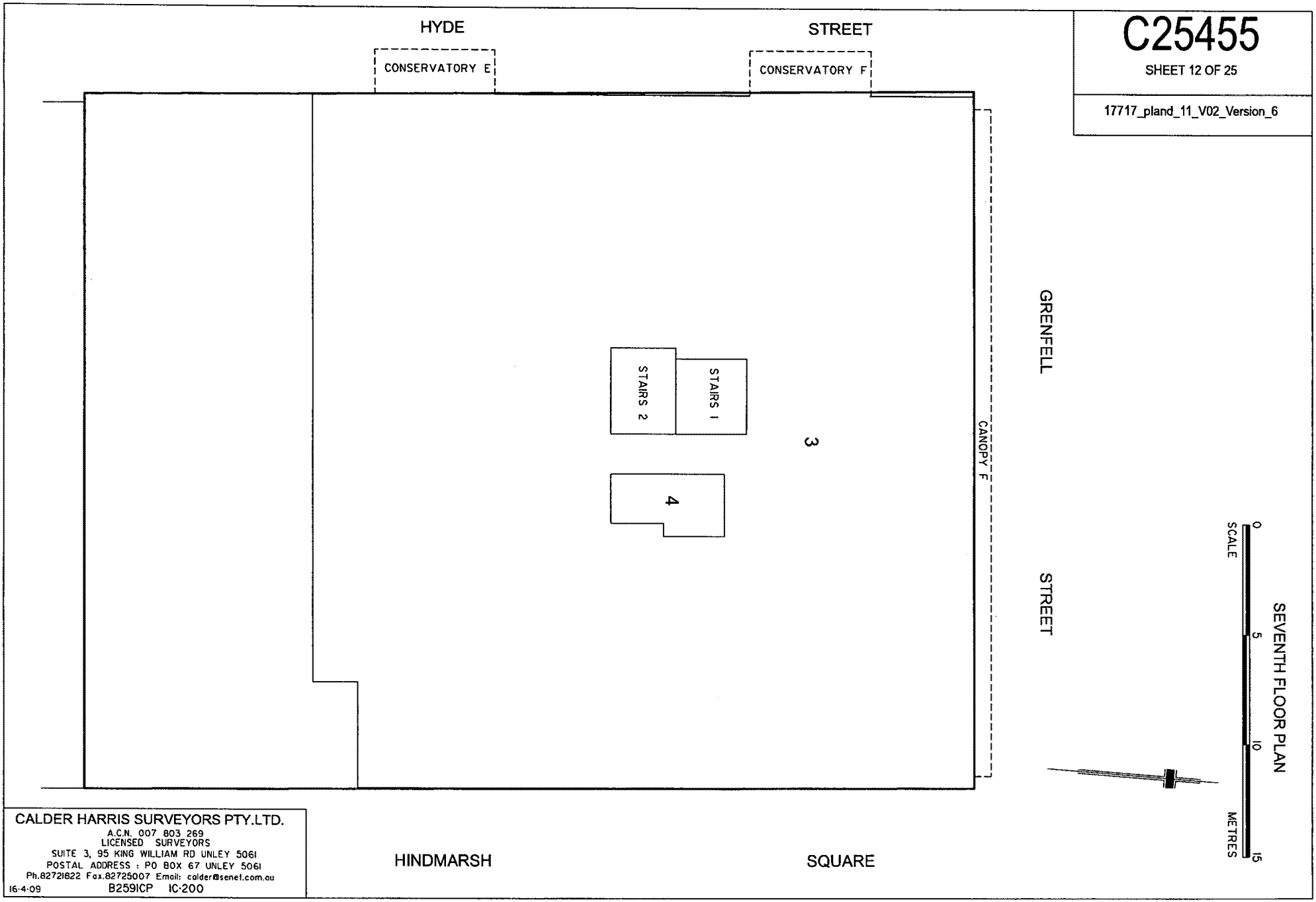
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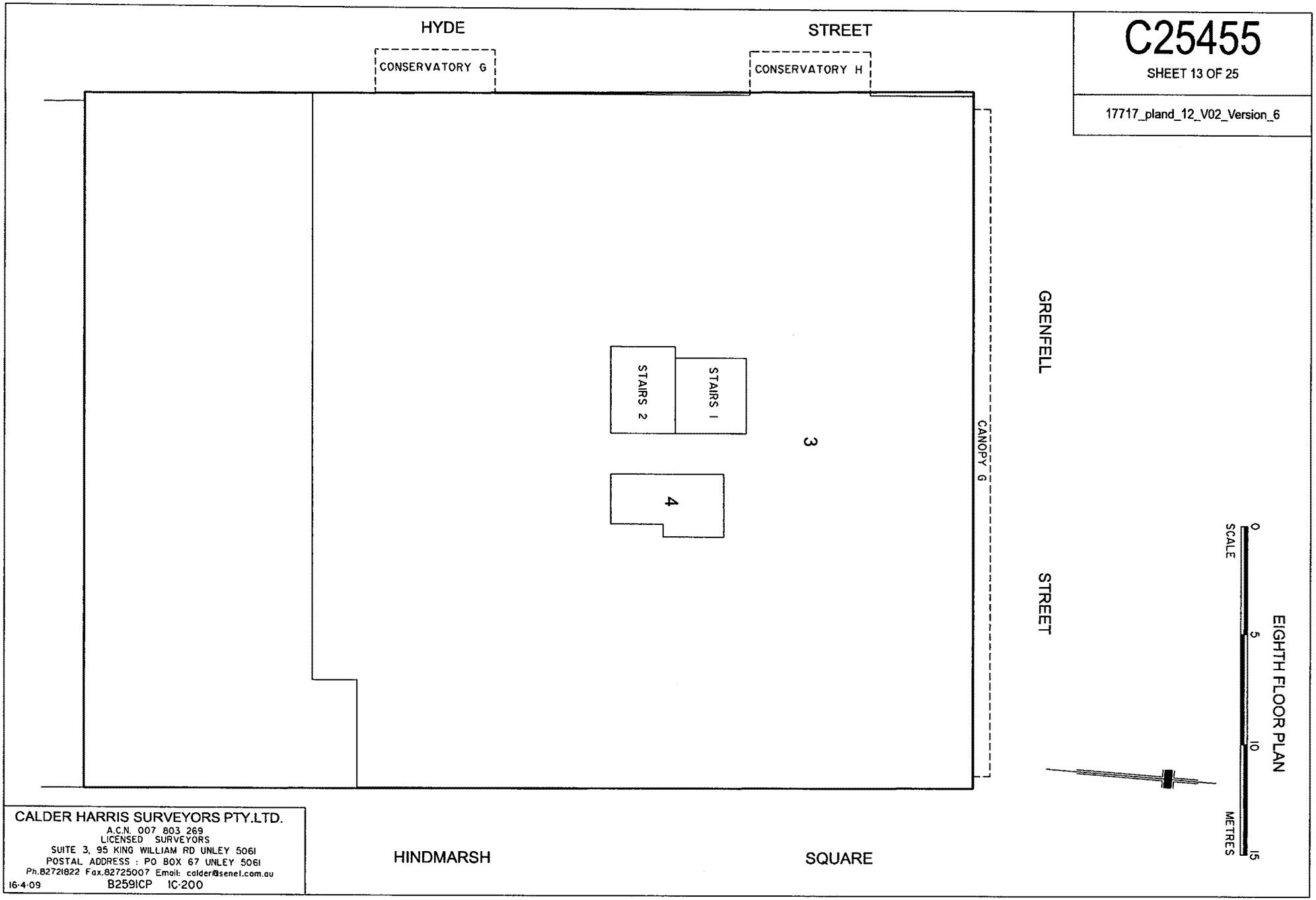
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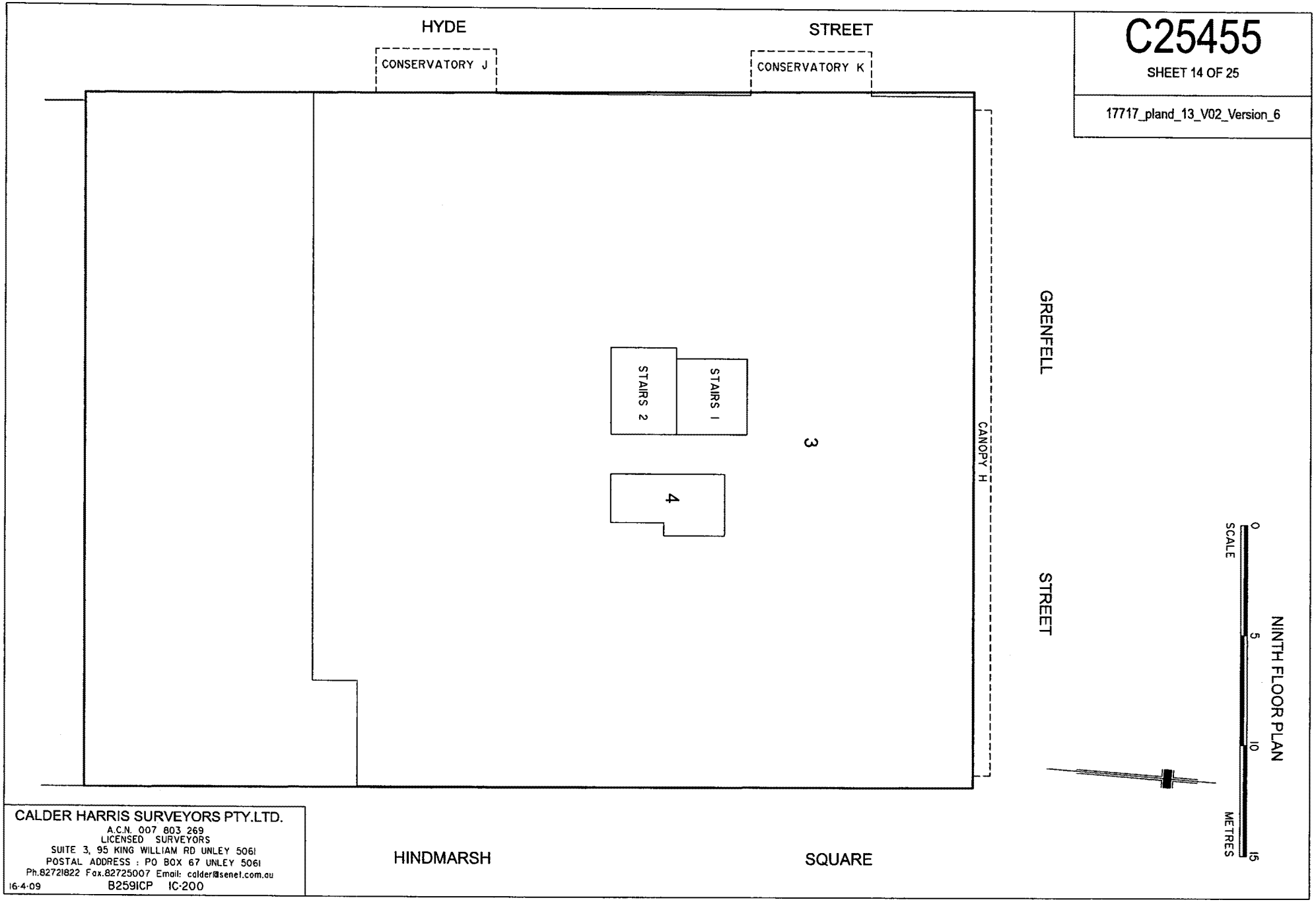
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SHEET 13 OF 25

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SHEET 14 OF 25

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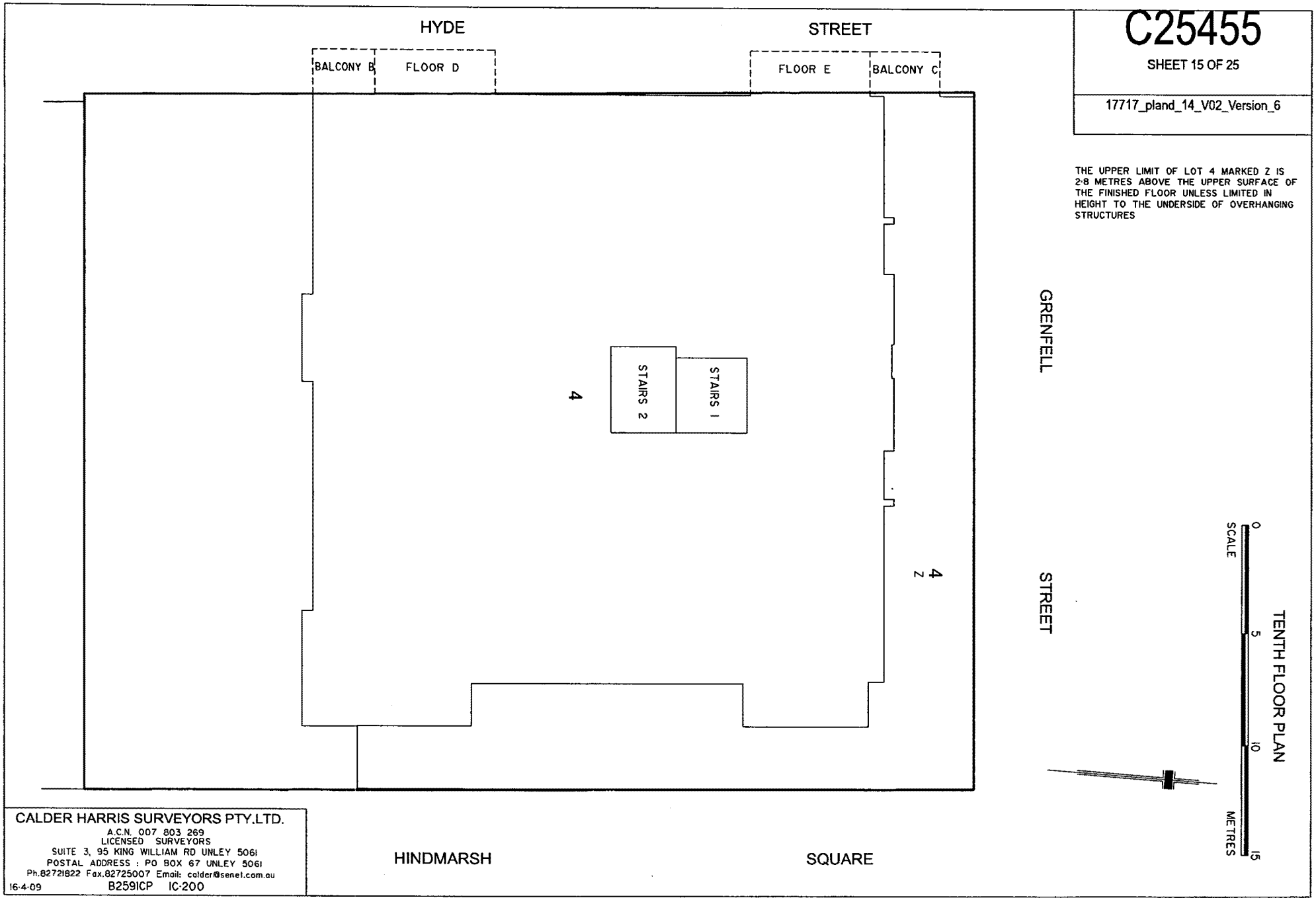
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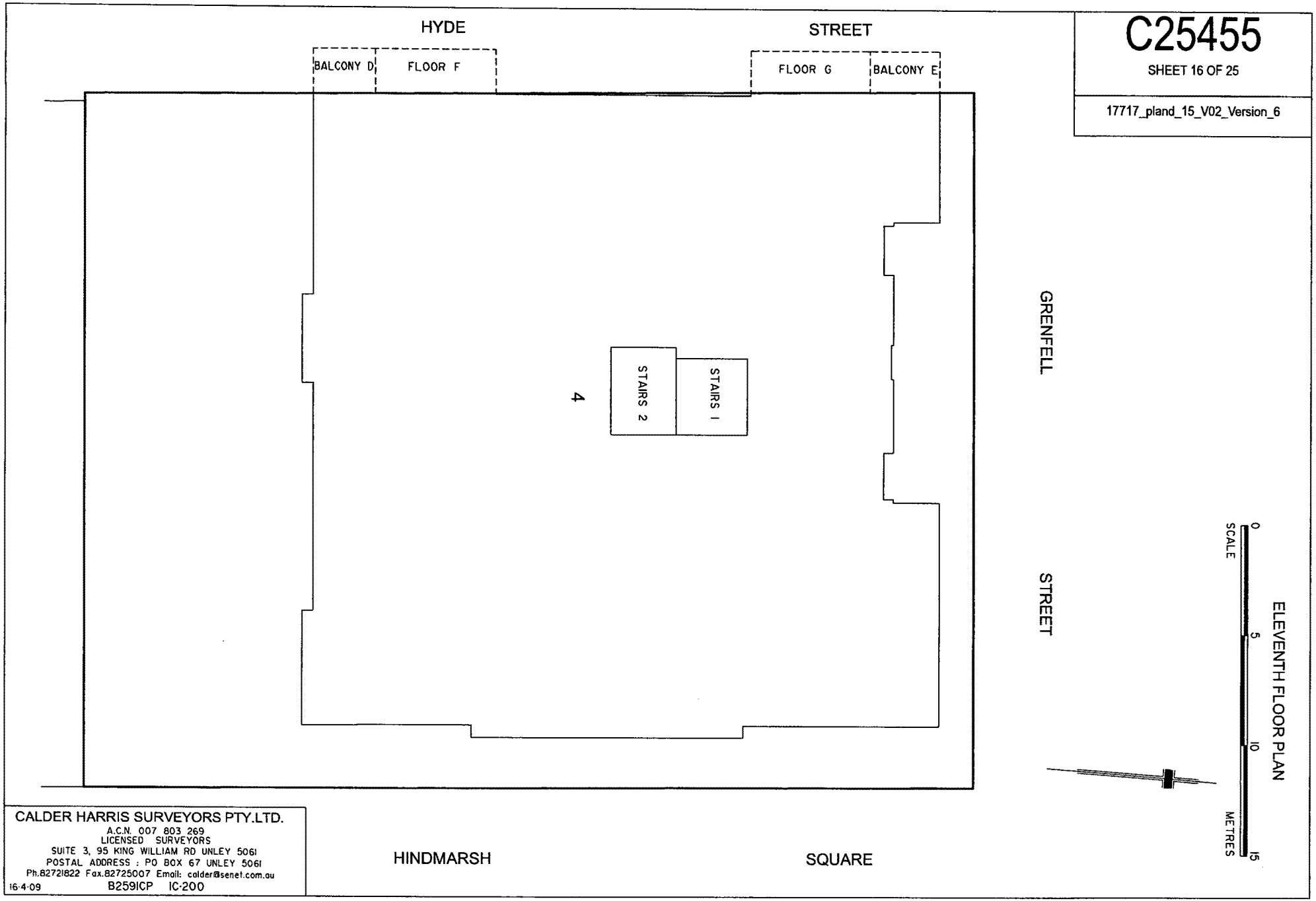
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THE UPPER LIMIT OF LOT 4 MARKED Z IS 2·8 METRES ABOVE THE UPPER SURFACE OF THE FINISHED FLOOR UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES

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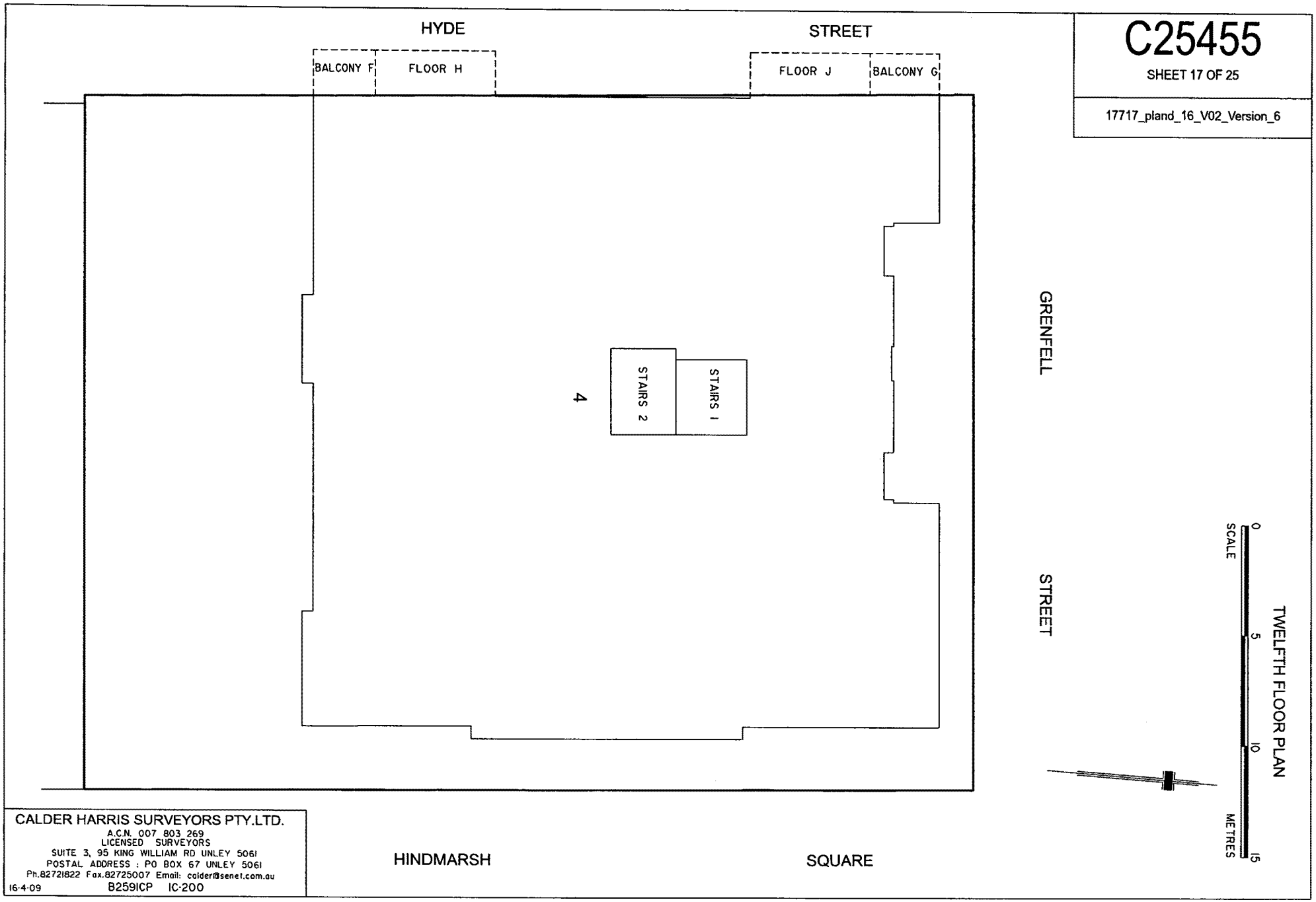
SHEET 16 OF 25

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ELEVENTH FLOOR PLAN

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16-4-09 B2591CP IC-200



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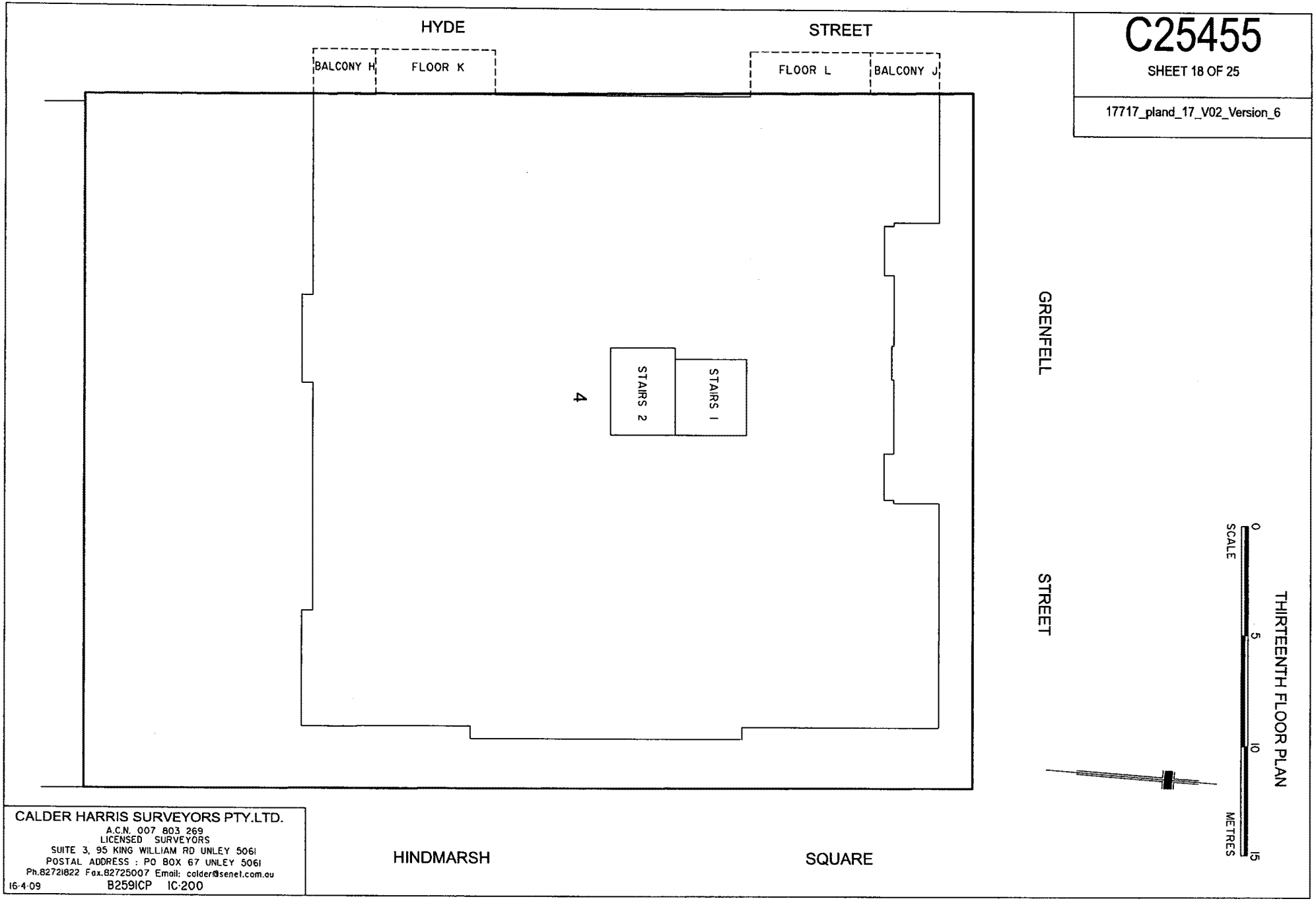
SHEET 17 OF 25

17717_pland_16_V02_Version_6

TWELFTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

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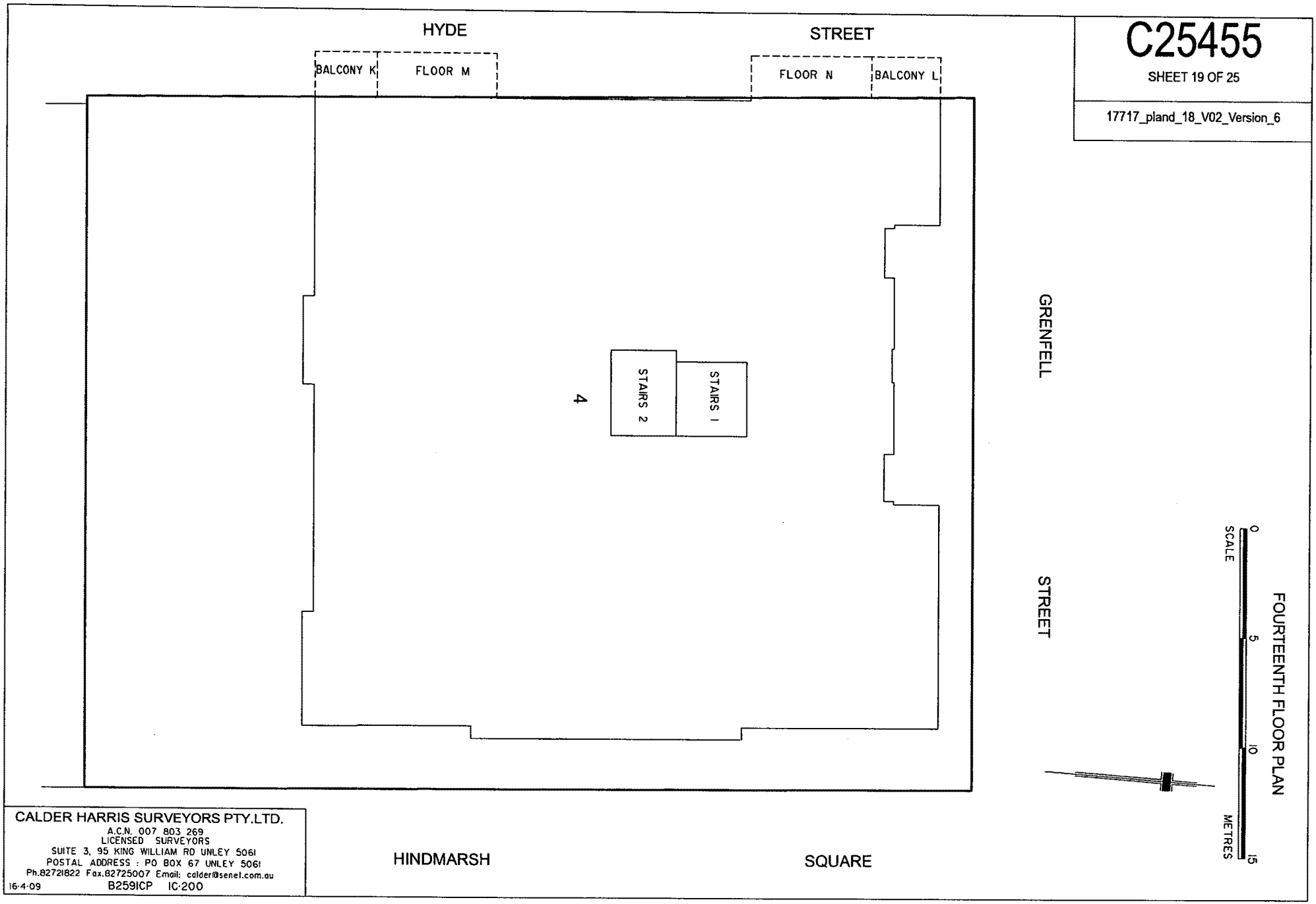
SHEET 18 OF 25

17717_pland_17_V02_Version_6

THIRTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
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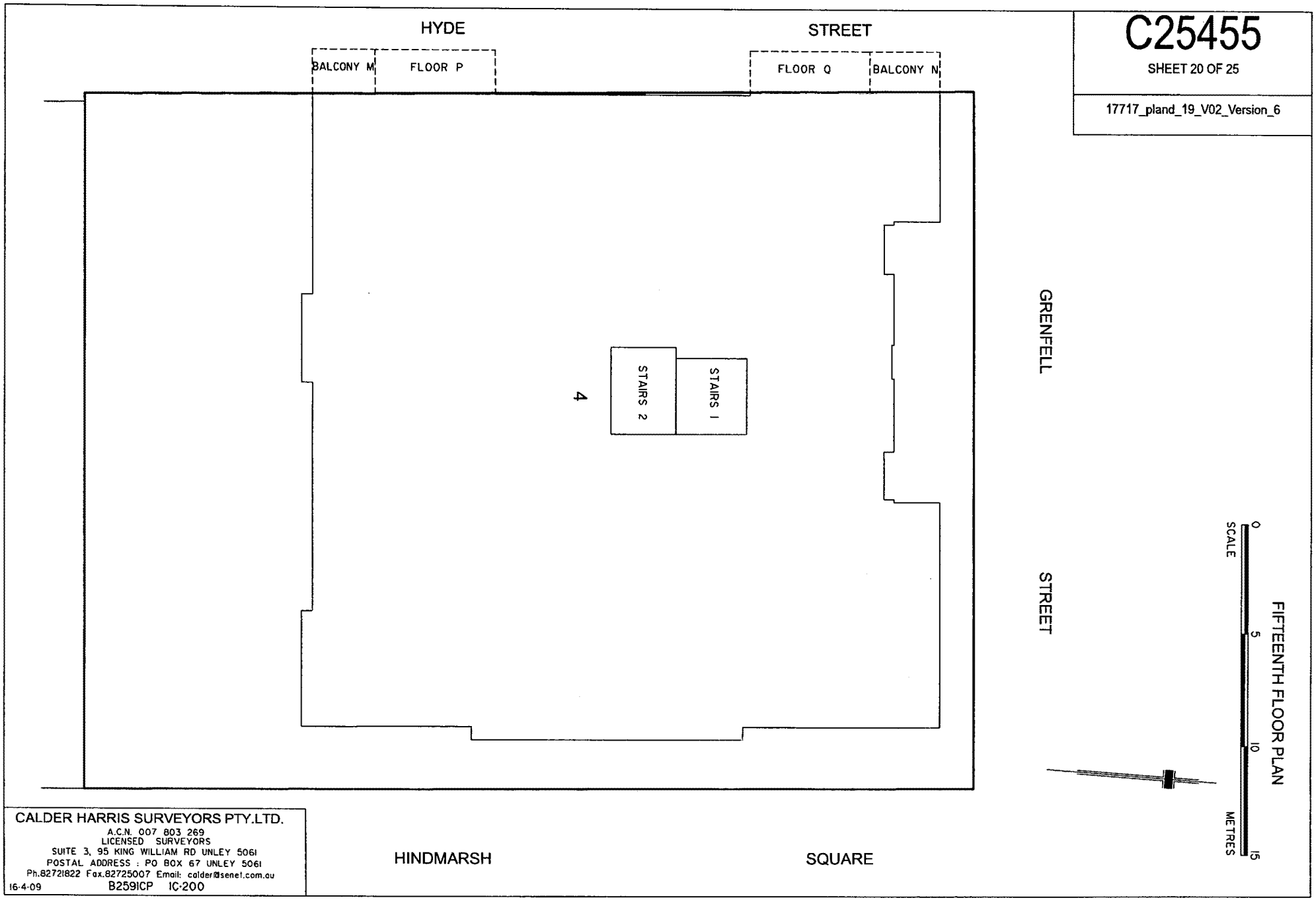
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SHEET 19 OF 25

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CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

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C25455

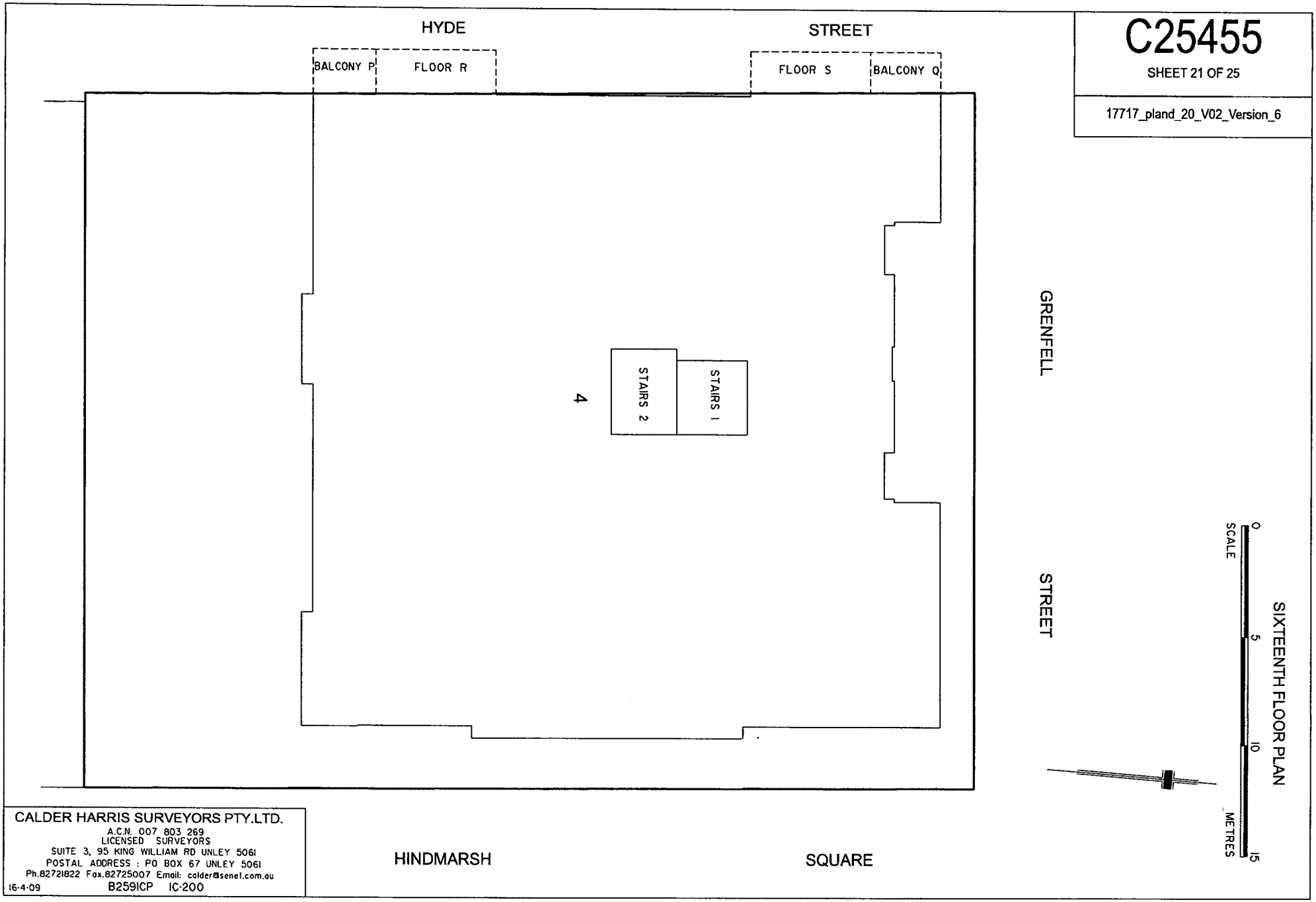
SHEET 20 OF 25

17717_pland_19_V02_Version_6

FIFTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

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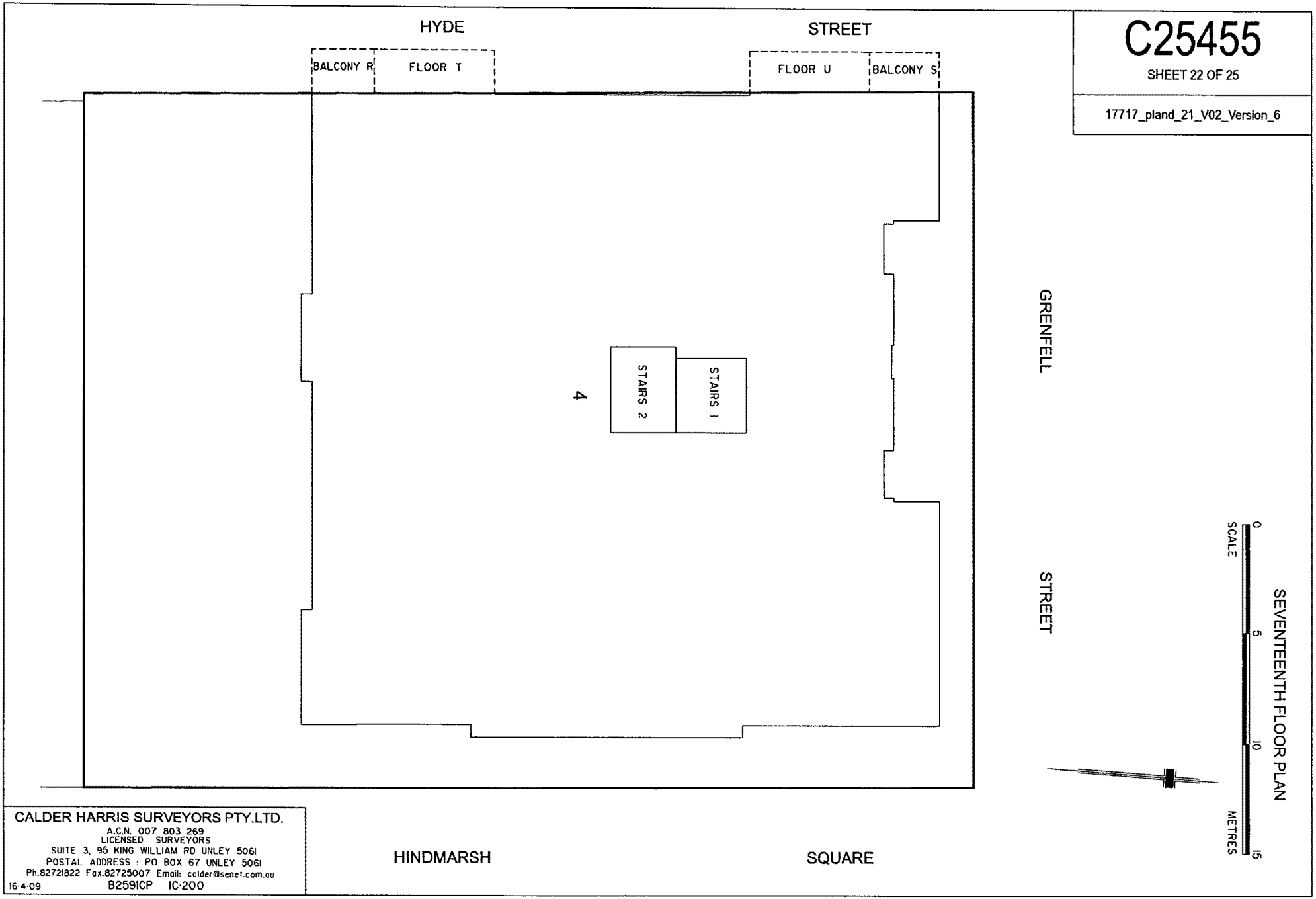
SHEET 21 OF 25

17717_pland_20_V02_Version_6

SIXTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

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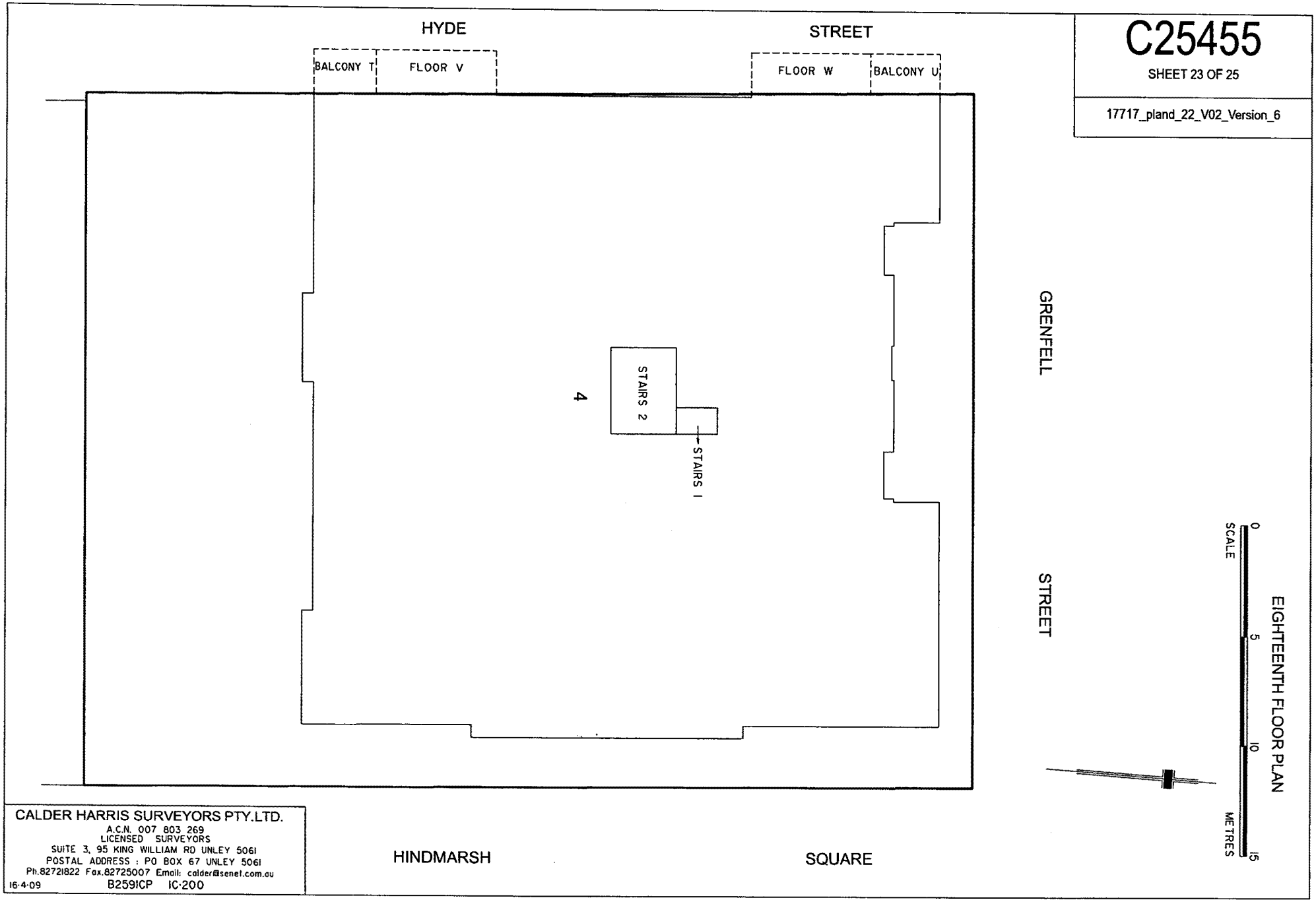
SHEET 22 OF 25

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SEVENTEENTH FLOOR PLAN

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
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16-4-09 B259ICP IC-200



C25455

SHEET 23 OF 25

17717_pland_22_V02_Version_6

EIGHTEENTH FLOOR PLAN

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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

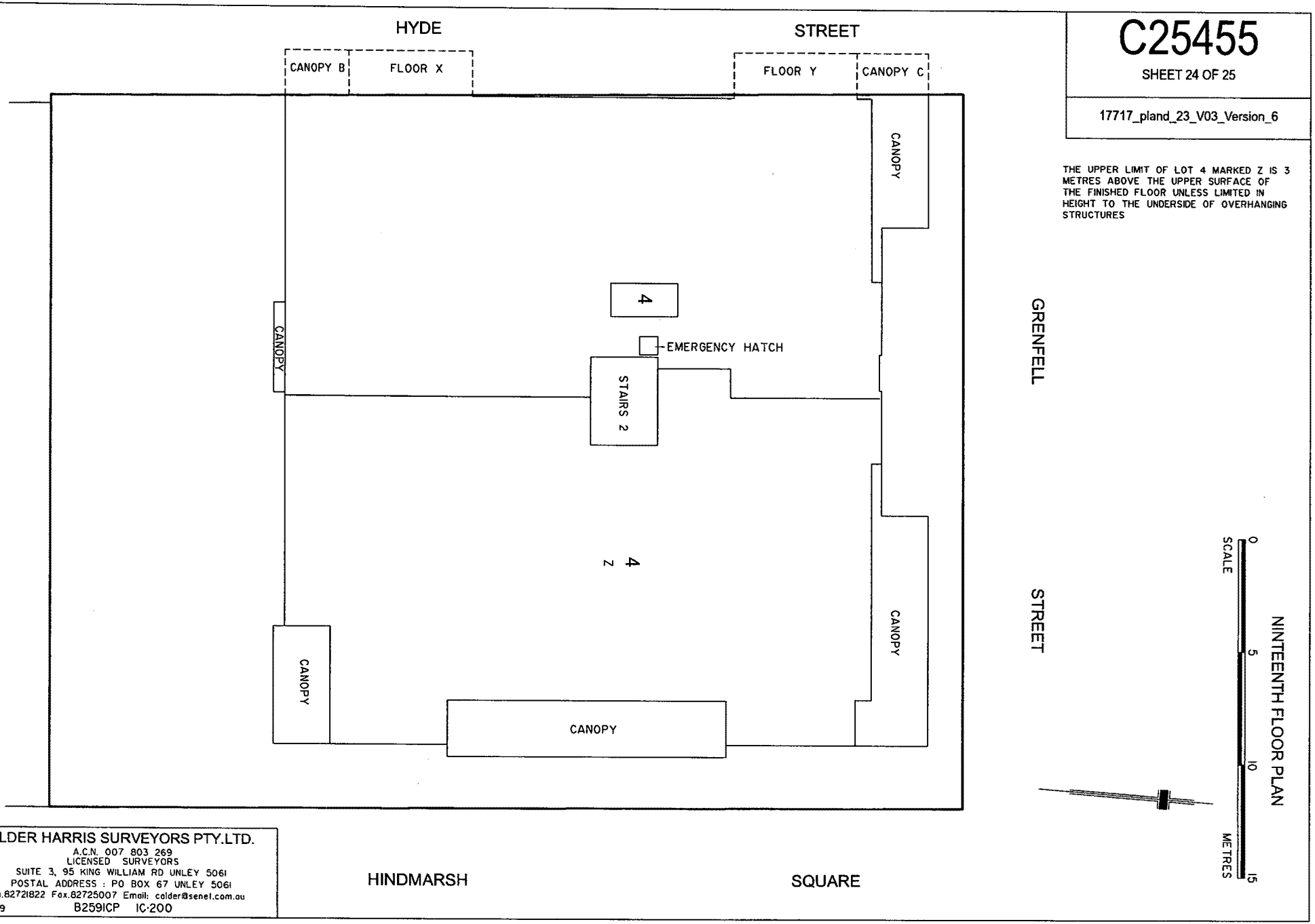
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C25455

SHEET 24 OF 25

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THE UPPER LIMIT OF LOT 4 MARKED Z IS 3 METRES ABOVE THE UPPER SURFACE OF THE FINISHED FLOOR UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES



CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
SUITE 3, 95 KING WILLIAM RD UNLEY 5061
POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au

16·4·09 B2591CP IC·200

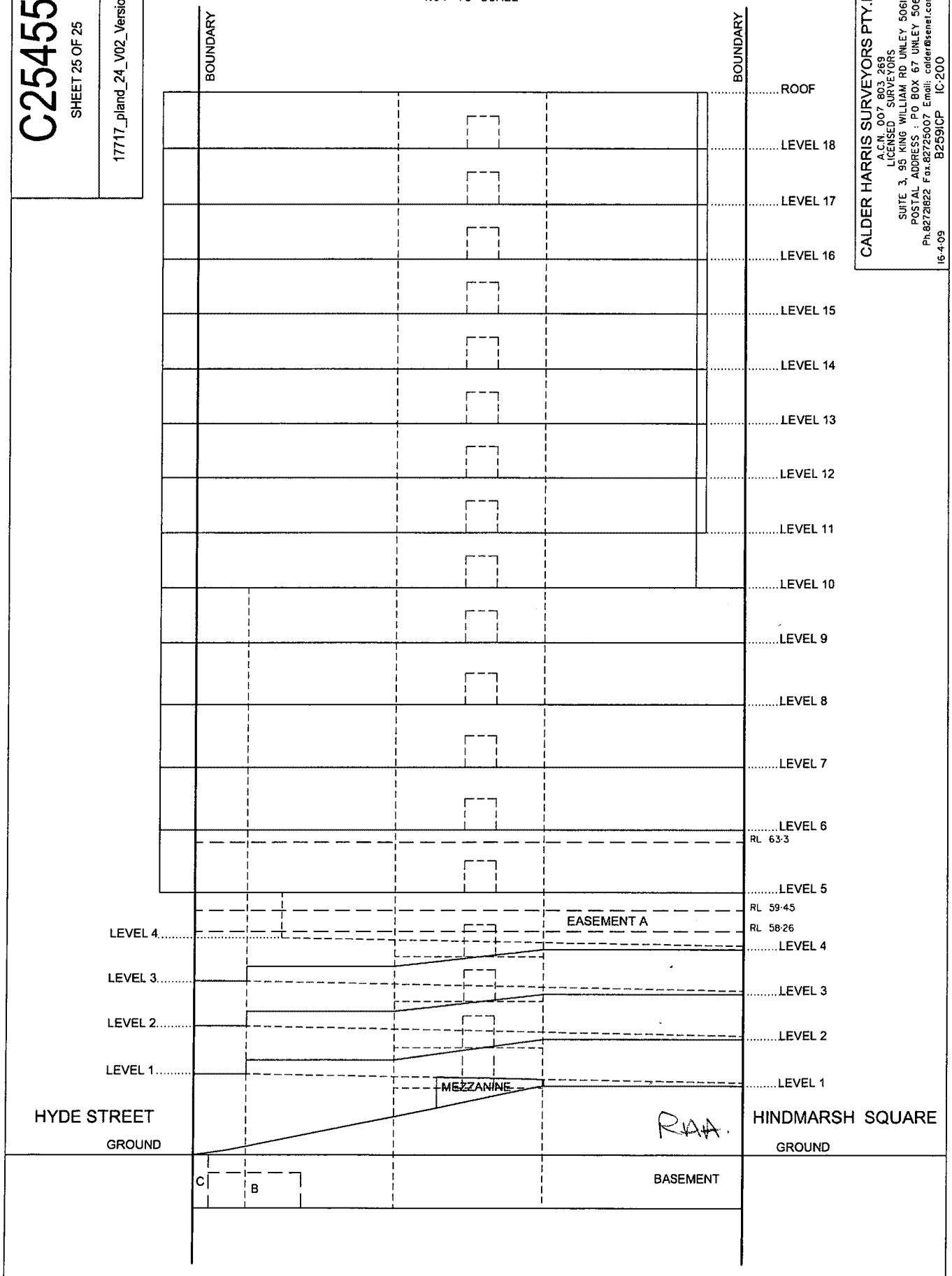
C25455

SHEET 25 OF 25

17717_pland_24_V02_Version_6

CALDER HARRIS SURVEYORS PTY.LTD.
A.C.N. 007 803 269
LICENSED SURVEYORS
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POSTAL ADDRESS : PO BOX 67 UNLEY 5061
Ph.82721822 Fax.82725007 Email: calder@senet.com.au
16-4-09 B2591CP IC-200

CROSS SECTION AA-AA
NOT TO SCALE



LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	54	
2	1433	
3	5480	CP 25457
4	13033	CP 25458
AGGREGATE	20000	

Pool
RNA
Commercial
Residential

COMMUNITY PLAN NUMBER

CP 25455

THIS IS SHEET 26 ~~OF SHEETS~~

APPROVED
16.6.09

DEPOSITED
3 / 7 / 2009
PRO REGISTRAR-GENERAL

APPLICATION 11191546

CERTIFICATE OF LAND VALUER

I **Nicola Lombardi** being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purpose of the Community Titles Act 1996.

Dated the **13th** day of **March 2009**

Signature of Land Valuer

Orig: LF 11191549

15:05 5-Jun-2009
4 of 9 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
LF
Series No.
4

176

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

PRIMARY

Lodged by: COWELL CLARKE CCL1

Correction to: COWELL CLARKE CCL1

Lands Titl 12:35 12/06/09 205266
REGISTRATION FEE $112.00

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

1. .....
2. .....
3. .....
4. .....

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

ITEM(S)	AGENT CODE
	CCL1

PICK-UP NO.	
CP	

CORRECTION DV 45 17.6.2009	PASSED
FILED ~~16.6.2009~~ 3.7.2009	

PRO REGISTRAR-GENERAL

© LAWSOFT PTY LTD (June 2005)

Lic No.1

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

6. Tecon Australia will issue this certificate of occupation however we will require a written request for the certificate accompanied by a builder's statement of compliance, confirmation of compliance with all conditions of Provisional Building Rules Certification a report from the SAFS in relation to the fire fighting and detection systems, the relevant Schedule of Essential Safety Provisions Form 2's signed by the responsible contractors for the work and a copy of the title confirming that the building has rights to overhang the neighbouring site and the public place.

7. A Schedule of Essential Safety Provisions Form 1, as required by Regulation 76 of the Development Regulations 1993, has been attached to this consent. The items to be inspected or tested are detailed in this schedule.

8. Adjoining owners affected by this development are required to be notified 28 days prior to the commencement of work.

Given under my hand at Adelaide, 27 March 2008

KEVIN SCARCE, Governor

MUDP08/001CS

Department of the Premier and Cabinet
Adelaide, 27 March 2008

NOTICE delegating certain powers to the Minister for Urban Development and Planning, in relation to the Amended Development Authorisation for the Hindmarsh Square Apartment Complex.

DEVELOPMENT ACT 1993: SECTION 48

Notice by the Governor

Preamble

1. I have given a provisional development authorisation pursuant to section 48 of the Development Act 1993, concerning the development of an apartment complex, incorporating environmentally sustainable development features at 41-51 Hindmarsh Square and 131-139 Grenfell Street (RAA Corner), Adelaide.

2. It is appropriate to delegate certain powers to the Minister for Urban Development and Planning in relation to this matter.

Delegation

PURSUANT to section 48 (8) of the Development Act 1993 and with the advice and consent of the Executive Council, I delegate to the Minister for Urban Development and Planning, in relation to the provisional development authorisation referred to in Clause 1 above given by me this day:

(a) the power to make a decision on any reserved matters specified within that provisional development authorisation (provided that the essential nature of the development is not changed);

(b) the power to grant or permit any variation associated with that provisional development authorisation (provided that the essential nature of the development is not changed);

(c) in relation to that provisional development authorisation, or any variation—the power to vary or revoke conditions, or to attach new conditions, under section 48 (7) of the Development Act 1993 (provided that the essential nature of the development is not changed); and

(d) the power to make a decision under section 48 (2) *(a)* on any amendment to the Public Environment Report which is subject to section 47 procedures under the Development Act 1993, for the proposed development, as amended from time to time.

Given under my hand at Adelaide, 27 March 2008.

KEVIN SCARCE, Governor

MUDP08/001CS

FISHERIES MANAGEMENT ACT 2007: SECTION 115

TAKE notice that pursuant to section 115 of the Fisheries Management Act 2007 ('the Act'), Derek Hamer of SARDI Aquatic Sciences (the 'exemption holder') is exempt from section 78 (2) of the Act, the Fisheries Management (General) Regulations 2007 and the Fisheries Management (Fish Processor) Regulations 2007, insofar as he or a person acting as his agent may take southern rock lobster (*Jasus edwardsii*) that are less than the minimum legal size using a registered boat for a non-commercial purpose, and may store and transport the rock lobster for research purposes, and may deposit the rock lobster in the waters of the Northern Zone, subject to the conditions in Schedule 1, during the period 19 March 2008 to 31 March 2008, unless varied or revoked earlier.

SCHEDULE 1

1. Boats registered pursuant to the following Northern Zone Rock Lobster Fishery Licences may undertake the exempted activity—N025, N096, N011, N091 and N075.

2. The following fish processor may store the rock lobster under the direction of the exemption holder—Airlobster Pty Ltd.

3. A maximum of 100 rock lobster may be taken and stored pursuant to this exemption.

4. Any rock lobster stored at the premises of a registered fish processor must be kept separate from another fish at the registered premises and must be marked clearly.

5. Rock lobster may only be deposited in the waters of the Northern Zone Rock Lobster Fishery at the direction of the exemption holder.

6. An exemption holder must not contravene or fail to comply with the Act, or any other regulations made under that Act, except where specifically exempted by this notice.

Dated 19 March 2008.

W. ZACHARIN, Director of Fisheries

FISHERIES MANAGEMENT ACT 2007: SECTION 79

TAKE note that the notice made under section 79 of the Fisheries Management Act 2007, dated 7 December 2007, referring to the Spencer Gulf Prawn Fishery, is hereby varied such that it will be unlawful for a person fishing pursuant to a Spencer Gulf Prawn Fishery Licence to use prawn trawl nets in the areas specified in Schedule 1 during the period specified in Schedule 2.

SCHEDULE 1

The waters of the Spencer Gulf Prawn Fishery that are:

1. North of the following co-ordinates, starting at position latitude 34°19.00'S, longitude 137°31.00'E, then to position latitude 34°19.00'S, longitude 137°25.00'E, then to position latitude 33°57.00'S, longitude 137°25.00'E, then to position latitude 33°51.00'S, longitude 137°18.00'E, then to position latitude 33°55.00'S, longitude 137°09.00'E, then to position latitude 33°59.00'S, longitude 137°12.00'E, then to position latitude 34°10.00'S, longitude 137°01.00'E, then to position latitude 34°10.00'S, longitude 136°55.00'E, then to position latitude 34°17.00'S, longitude 136°50.00'E, then to position latitude 34°17.00'S, longitude 136°45.00'E, then to position latitude 34°04.00'S, longitude 136°45.00'E, then to position latitude 33°54.00'S, longitude 136°35.00'E.

2. Within the Wardang Island area, commencing at position latitude 34°19.00'S, longitude 137°30.00'E, then to position latitude 34°19.00'S, longitude 137°20.00'E, then to position latitude 34°23.00'S, longitude 137°15.00'E, then to position latitude 34°54.00'S, longitude 137°15.00'E.

SCHEDULE 2

From 2000 hours on 4 April 2008 to 0700 hours on 5 April 2008.

Dated 25 March 2008.

S. SLOAN, Senior Fisheries Manager

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION

COMMUNITY CORPORATION NO. 25455 INC

COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION

"CONSERVATORY ON HINDMARSH SQUARE"

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

.....

Full Name: Richard Neville McNeil
Address: Level 5, 63 Pirie Street Adelaide SA 5000

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2. NATURE OF DEVELOPMENT 3

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5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOPMENT THE COMMON PROPERTY 4

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8. COMPLETION 4

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

COMMUNITY TITLES ACT, 1996

SCHEME DESCRIPTION

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

The whole of the land comprised in Certificate of Title Volume 6021 Folio 172 being the property located at 41-47 51 Hindmarsh Square Adelaide South Australia ("**Scheme Land**").

2. NATURE OF DEVELOPMENT

2.1 The community plans for the scheme comprise a primary strata plan of community division and three (3) secondary strata plans of community division.

2.2 The primary strata plan will effect the division of the twenty (20) storey building situated on the land described in paragraph 1 into four (4) community strata lots, together with common property.

2.3 The secondary office strata plan will effect a division of primary strata lot 3 into secondary lots, lot subsidiaries and common property ("**Office Secondary Plan**").

2.4 The secondary residential strata plan will effect a division of primary strata lot 4 into 53 secondary lots, lot subsidiaries and common property ("**Residential Secondary Plan**").

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

3.1 Primary Lot 2 is to be used solely for any commercial office retail or other use permitted by law including without limitation as a licensed or unlicensed café or licensed or unlicensed restaurant. RAA

3.2 All of the lots in the Office Secondary Plan are to be used solely for office use. Lot 3

3.3 All of the lots in the Residential Secondary Plan are to be used solely for residential use. Lot 4

3.4 Primary Lot 1 is to be used as a swimming pool and gymnasium and for storage purposes.

3.5 The Common Property in the primary strata plan is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with and subject to the restrictions in respect of such use specified in the By-laws of the Community Scheme.

3.6 The Common Property in the Office Secondary Plan is to be used by the proprietors and occupiers of the Secondary community lots in that scheme and persons authorised by them from time to time in accordance with the By-laws of the Office Scheme.

3.7 The Common Property in the Residential Secondary Plan is to be used by the proprietors and occupiers of the Secondary community lots in that scheme and persons authorised by them from time to time in accordance with the By-laws of the Residential Scheme.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

4.1 The standard of work performed and the materials used are of a fair average standard or such higher standard as the developer in its absolute discretion determined.

4.2 The development of the Community Lots and the Common Property has taken place in accordance with all statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development and in a proper and workman like manner.

4.3 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or common property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer.

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOPMENT THE COMMON PROPERTY

5.1 The developer has constructed a driveway on the Common Property and installed service infrastructure in accordance with the Development Approval obtained in respect of the development.

5.2 The standard of work performed and the materials used on the Common Property are of a fair average standard or such higher standard as the developer in its absolute discretion determined.

6. STAGING OF DEVELOPMENT

The Scheme is not a staged development and has been completed.

7. CONDITIONS OF APPROVAL

7.1 The division of the community parcel is subject to conditions imposed by the relevant planning authority.

7.2 The conditions that will continue after completion of the development and will be the responsibility of the Community Corporation and owners of the community lots.

7.3 A copy of the Notice dated the 27 March 2008 pursuant to Section 48 of the Development Act is attached to this Scheme Description and is marked Annexure "A".

7.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

8. OTHER IMPORTANT FEATURES OF THE SCHEME

The further division of primary strata lot 2 will not be prohibited subject to all required statutory approvals being obtained.

DATED 3 JUNE 2009

ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

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.

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.

Signed: .....

DELEGATE FOR Governor of South Australia

Dated: 14 May 09

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CHECKED BY LANDS TITLES OFFICE

ANNEXURE A

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Murray-Darling Basin Natural Resources Management Board, pursuant to the provisions of the Natural Resources Management Act 2004:

Member: (from 14 April 2008 until 13 April 2010)
Emily Claire Jenke
Derek Cecil Walker

Member: (from 14 April 2008 until 13 April 2011)
Anne Louise Hartnett
Joseph Lindsay Keynes
Joanne Louise Pfeiffer
Frances Mary Simes

By command,

CARMEL ZOLLO, for Premier

MRMCS08/022

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Radiation Protection Committee, pursuant to the provisions of the Radiation Protection and Control Act 1982:

Deputy Member: (from 27 March 2008 until 31 December 2010)
Mary Jane Moss (Deputy to Constantine)
Joseph Mazzone (Deputy to Circelli)

By command,

CARMEL ZOLLO, for Premier

EPCS08/0005

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Guardianship Board, pursuant to the provisions of the Guardianship and Administration Act 1993:

President: (from 1 April 2008 until 31 March 2013)
Jeremy Moore

By command,

CARMEL ZOLLO, for Premier

AGO0217/04CS

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Lotteries Commission of South Australia, pursuant to the provisions of the State Lotteries Act 1966:

Member: (from 1 April 2008 until 31 March 2010)
Hans Jurgen Ohff

Presiding Member: (from 1 April 2008 until 31 March 2010)
Hans Jurgen Ohff

By command,

CARMEL ZOLLO, for Premier

MOE08/001CS

Department of the Premier and Cabinet
Adelaide, 27 March 2008

HIS Excellency the Governor in Executive Council has been pleased to appoint Paul McMahon as an Industrial Relations Commissioner of the Industrial Relations Commission of South Australia for a term commencing on 31 March 2008, pursuant to the provisions of the Fair Work Act 1994.

By command,

CARMEL ZOLLO, for Premier

MIR08/006CS

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, GAIL GAGO, Minister for Environment and Conservation, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY:

1. Resume the land defined in The First Schedule.
2. Dedicate the Crown Land defined in The Second Schedule as an Emergency Services Reserve and declare that such land shall be under the care, control and management of the Minister for Emergency Services.

The First Schedule

Portion of Community Purposes Reserve, portion of Allotment 115, now identified as Allotment 251 in Deposited Plan 76457, Town of Whyte-Yarcowie, Hundred of Whyte, County of Victoria, the proclamation of which was published in the *Government Gazette* of 30 August 1984 at page 692, being portion of the land comprised in Crown Record Volume 5759, Folio 619.

The Second Schedule

Allotment 251 in Deposited Plan 76457, Town of Whyte-Yarcowie, Hundred of Whyte, County of Victoria, exclusive of all necessary roads.

Dated 27 March 2008.

GAIL GAGO, Minister for Environment and Conservation

DEH 10/1107

CROWN LANDS ACT 1929: SECTION 5

TAKE NOTICE that pursuant to the Crown Lands Act 1929, I, GAIL GAGO, Minister for Environment and Conservation, Minister of the Crown to whom the administration of the Crown Lands Act 1929 is committed DO HEREBY resume the land defined in The Schedule.

The Schedule

Plantation Reserve, Section 333, Hundred of Randell, County of York, the proclamation of which was published in the *Government Gazette* of 3 December 1970 at page 2558, The Third Schedule, being the whole of the land comprised in Crown Record Volume 5752, Folio 640.

Dated 27 March 2008.

GAIL GAGO, Minister for Environment and Conservation

DEH 13/1145

Department of the Premier and Cabinet
Adelaide, 27 March 2008

NOTICE granting development approval, subject to conditions outlined, for the Hindmarsh Square Apartment Complex.

DEVELOPMENT ACT 1993: SECTION 48

Decision by the Governor

Preamble

1. The Governor, by a decision made on 27 May 2004 and published in the *Gazette* of that date at pages 1350-1354, granted provisional development authorisation under section 48 of the Development Act 1993, for the development of a 19 storey apartment complex located at 41-51 Hindmarsh Square and 131-139 Grenfell Street (RAA Corner), incorporating environmentally sustainable development features and comprising:

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

- the construction of a 19 level residential apartment tower and podium (ten storeys high) containing 127 apartments, with ground and part first floor retail and office use;
- renovation of the adjacent two-storey State Heritage listed YWCA building (incorporating a café, gymnasium, function room, lounges and wine storage areas);
- redevelopment of the roadway on the western side of Hindmarsh Square in front of the apartment allotment; and
- a three-level basement car park extending 30 metres under the Hindmarsh Square roadway (for the width of the development site only), with provision for 158 car spaces, 27 bicycle spaces, storage, plant rooms and water storage tank.

That provisional development authorisation was subject to the 22 conditions attached to the authorisation.

2. Conservatory on Hindmarsh Square Pty Ltd (formerly Grenfell St East Pty Ltd), the person having the benefit of the development authorisation applied for an amendment to that development authorisation to amend the development which was still for a 19 storey building but contained several changes, including:

- deletion of the underground car parking intruding into the roadway of Hindmarsh Square;
- an elevated car park incorporated into the building at levels 2 to 5. The car park façade includes solar panels and passive ventilation. The number of car parking spaces has been reduced from 155 to 116;
- the building of 19 storeys no longer constructed over the adjoining YWCA heritage building;
- the number of apartments reduced from 124 to 72 and more commercial space included with an increase from 832 m² to 3 600 m²; and
- all green elements such as water retention, water saving, waste management, power generation and energy usage minimisation maintained or improved.

3. The proposal was the subject of an Amended Development Report and an Amended Assessment Report under section 47 of the Development Act 1993.

4. The Governor, by a decision made on 1 September 2005 and published in the *Gazette* of that date at pages 3145-3149 granted provisional development authorisation under section 48 of the Development Act 1993, for the amended development.

5. Amended proposals and reserved matters for the Hindmarsh Square Development were subsequently considered and approved by the Development Assessment Commission and published in the *Gazette* on 2 March 2006, 13 July 2006, 24 May 2006, 7 June 2007, 18 October 2007 and 25 October 2007.

6. Application has now been made to the Governor under section 48 of the Development Act 1993, to grant an approval for four land division applications (020/D022/07, 020/C019/07, 020/C020/07 and 020/C021/07).

7. Details of the land division plans and associated correspondence for the Torrens title land division application 020/D022/07 and community title land division applications 020/C019/07, 020/C020/07 and 020/C021/07 were uploaded onto EDALA on 31 May 2007.

8. The Governor has in considering the applications had regard to all relevant matters under section 48 (5) of the Development Act 1993.

Decision

PURSUANT to section 48 of the Development Act 1993, and with the advice and consent of the Executive Council, in relation to a proposal submitted by Conservatory on Hindmarsh Square Pty Ltd to develop the Hindmarsh Square Apartment Complex at 41-51 Hindmarsh Square and 131-139 Grenfell Street, I:

(a) grant a provisional development authorisation in relation to the proposed major development, subject to the conditions and notes to the applicant below;

(b) pursuant to section 48 (6) reserve a decision on the following matters:

(i) Compliance with the Building Rules in relation to the YWCA State Heritage listed building;

(c) specify all matters relating to this provisional development authorisation as matters in respect of which conditions of this authorisation may be varied or revoked, or new conditions may be attached;

(d) specify for the purposes of section 48 (11) *(b)* the period of two years from the date hereof as the time within which substantial work must be commenced on the site of the development.

Conditions of Approval

1. Except where minor amendments may be required by other legislation, or by conditions imposed herein, the proposed major development shall be undertaken in strict accordance with:

(a) the following drawings contained within the letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to Planning SA dated 30 April 2004, outlining the final, amended application except to the extent that they are varied by the plans as described in paragraph *(c)* *(e)* and *(g)*:

- Drawing Titled: 'Location Plan' 1:500; Drawing Number: 503225 A000 C; dated 16 April 2004;
- Drawing Titled: 'Plan B01'; 1:100; Drawing Number: 503225 A109 F; dated 16 April 2004;
- Drawing Titled: 'Plan B02'; 1:100; Drawing Number: 503225 A110 G; dated 16 April 2004;
- Drawing Titled: 'Plan B03'; 1:100; Drawing Number: 503225 A111 A; dated 16 April 2004 (new drawing);
- Drawing Titled: 'Plan L00' 1:100; Drawing Number: 503225 A100 C; dated 16 April 2004;
- Drawing Titled: 'Plan L01'; 1:100; Drawing Number: 503225 A101 C; dated 16 April 2004;
- Drawing Titled: 'Plan L02'; 1:100; Drawing Number: 503225 A102 C; dated 16 April 2004;
- Drawing Titled: 'Plan L03-L09' 1:100; Drawing Number: 503225 A103 C; dated 16 April 2004;
- Drawing Titled: 'Plan L10'; 1:100; Drawing Number: 503225 A104 C; dated 16 April 2004;
- Drawing Titled: 'Plan L11-L18'; 1:100; Drawing Number: 503225 A105 C; dated 16 April 2004 (except to the extent that they may be varied by a document in paragraph *(b)*, dated 30 April 2004);
- Drawing Titled: 'Plan Roof'; 1:100; Drawing Number: 503225 A108 C; dated 16 April 2004 (except to the extent that they may be varied by a document in paragraph *(b)*, dated 30 April 2004);
- Drawing Titled: 'North Elevation'; 1:200; Drawing Number: 503225 A200 C; dated 16 April 2004;
- Drawing Titled: 'East Elevation'; 1:200; Drawing Number: 503225 A201 C; dated 16 April 2004;
- Drawing Titled: 'West Elevation/South Elevation'; 1:200; Drawing Number: 503225 A202 C; dated 16 April 2004; and
- Drawing Titled: 'Sections'; 1:200; Drawing Number: 503225 A203 C; dated 16 April 2004;

(b) the following documents except to the extent that they are varied by the plans as described in paragraph *(d)* and *(f)*:

- Development application, 'Residential apartment building with retailing and offices and basement car parking at 131-139 Grenfell Street/41-51 Hindmarsh Square, Adelaide', prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 26 May 2003 (except to the extent that it may be varied by a subsequent document in this paragraph);
- Development Report, Hindmarsh Square Apartment Complex, prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 5 November 2003 (except to the extent that it may be varied by a subsequent document in this paragraph);

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

- Response to Submissions Document, Hindmarsh Square Apartment Complex, prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 18 December 2003 (contained within an appendix to the Assessment Report noted below) (except to the extent that it may be varied by a subsequent document in this paragraph);
- Assessment Report prepared by the Minister for Urban Development and Planning and released 8 March 2004 (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to the Minister for Urban Development and Planning dated 18 March 2004, outlining the applicant's response to the Assessment Report (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Grenfell East Pty Ltd to the Minister for Urban Development and Planning dated 24 March 2004, proposing amendments to the proposal (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Grenfell East Pty Ltd to the Minister for Urban Development and Planning dated 22 April 2004, outlining additional transport initiatives (except to the extent that it may be varied by a subsequent document in this paragraph);
- Letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to Planning SA dated 30 April 2004, outlining a final, amended application and accompanying plans, including reduction of the apartment tower height by two levels; reduction of the extent of the three-level basement car park (located under the apartment complex and adjacent roadway and footpath) with no encroachment in front of the adjacent property to the south; and a list of reserved matters for further application and decision-making (except to the extent that it may be varied by a subsequent document in this paragraph); and
- Correspondence from Jack Hines (for Grenfell East Pty Ltd) to Planning SA dated 30 April 2004, listing final design of the apartment complex roof line and Level 18 of the complex as reserved matters for later decision-making subject to further application;

(e) the following drawings accompanying the Further Information and Clarification letter dated 27 June 2005 and the Amended Development Report dated 4 April 2005, except to the extent that they are varied by the plans as described in paragraph *(e)* and *(g)*:

- Drawing Titled: 'Site Plan'; 1:500; Drawing Number: D-04335-01-01; dated 24 June 2005;
- Drawing Titled: 'Basement Floor Plan'; 1:100; Drawing Number: D-04335-02-01; dated 24 June 2005;
- Drawing Titled: 'Ground Floor Plan'; 1:100; Drawing Number: D-04335-02-02; dated 24 June 2005;
- Drawing Titled: 'Level 1 Floor Plan'; 1:100; Drawing Number: D-04335-02-03; dated 24 June 2005;
- Drawing Titled: 'Ramp Arrangement Floor Plan'; 1:100; Drawing Number: D-04335-02-04; dated 24 June 2005;
- Drawing Titled: 'Level 2 Floor Plan'; 1:100; Drawing Number: D-04335-02-05; dated 24 June 2005;
- Drawing Titled: 'Level 3 Floor Plan'; 1:100; Drawing Number: D-04335-02-06; dated 24 June 2005;
- Drawing Titled: 'Level 4 Carparking'; 1:100; Drawing Number: D-04335-02-07; dated 24 June 2005;
- Drawing Titled: 'Level 5 Floor Plan'; 1:100; Drawing Number: D-04335-02-08; dated 24 June 2005;
- Drawing Titled: 'Level 6 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-09; dated 24 June 2005;
- Drawing Titled: 'Level 7-9 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-10; dated 24 June 2005;
- Drawing Titled: 'Level 10—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-11; dated 24 June 2005;
- Drawing Titled: 'Level 11—18-Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-12; dated 24 June 2005;
- Drawing Titled: 'East Elevation (Hindmarsh Square)'; 1:200; Drawing Number: D-04335-04-01; dated 24 June 2005;
- Drawing Titled: 'North Elevation (Grenfell Street)'; 1:200; Drawing Number: D-04335-04-02; dated 24 June 2005;
- Drawing Titled: 'West Elevation/South Elevation'; 1:200; Drawing Number: D-04335-04-03; dated 24 June 2005;
- Drawing Titled: 'Section 1'; 1:200; Drawing Number: D-04335-05-01; dated 24 June 2005;
- Drawing Titled: 'Perspective'; Drawing Number: D-04335-12-02; dated 24 June 2005;
- Drawing Titled: 'Shadow Diagram'; 1:1000; Drawing Number: D-04335-12.01; dated 24 June 2005;
- Drawing Titled: 'Ground Floor Plan Display YWCA Building'; 1:100; Un-numbered drawing submitted with drawings dated 24 June 2005; and
- Drawing Titled: 'Roof Floor Plan'; 1:100; Drawing Number: D-04335-02-13; dated 28 March 2005;

(d) the following documents except to the extent that they are varied by the plans as described in paragraph *(f)*:

- Letter from Tecon Australia dated 15 February 2006, which includes copies of the varied drawings for the Temporary Display Unit in the YWCA Building and its associated Building Rules Certification;
- Correspondence dated 14 February 2006 by Pruszinski Architects;
- Amended Development Report, Hindmarsh Square Apartment Complex, prepared by Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) dated 4 April 2005 (except to the extent that it may be varied by a subsequent document in this paragraph); and
- Letter from Connor Holmes Pty Ltd (for Grenfell East Pty Ltd) to the Assessment Branch, Planning SA dated 27 June 2005, outlining the applicant's response to issues raised in emails seeking further information dated 29 May 2005 and 8 June 2005;

(e) the following drawings except to the extent that they are varied by the plans as described in paragraph *(g)*:

- Architectural drawings numbered 05354-02-03, 05354-03-01, 05354-03-02, 05354-03-03, 05354-06-01 & 05354-06-02 by Pruszinski Architects, dated 21 December 2005;
- Mechanical services drawings numbered LCE2453A-M01 by Lucid Consulting Engineers, dated 13 February 2006;
- Electrical services drawings numbered LCE2453A-E01 by Lucid Consulting Engineers, dated 13 February 2006; and
- Hydraulic services drawings numbered LCE2453A-H01 by Lucid Consulting Engineers, dated 13 February 2006;

(f) the following document:

- Letter from Connor Holmes Pty Ltd (for the Conservatory on Hindmarsh Square) to the Assessment Branch, Planning SA dated 21 March 2006;

(g) the following drawings:

- Drawing Titled: 'Site Plan'; 1:500; Drawing Number: D-04335-01-01; dated 15 March 2006;

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

- Drawing Titled: 'Basement Floor Plan'; 1:100; Drawing Number: D-04335-02-01; dated 15 March 2006;
- Drawing Titled: 'Ground Floor Plan'; 1:100; Drawing Number: D-04335-02-02; dated 15 March 2006;
- Drawing Titled: 'Ramp Arrangement Floor Plan'; 1:100; Drawing Number: D-04335-02-03; dated 15 March 2006;
- Drawing Titled: 'Level 1 Floor Plan'; 1:100; Drawing Number: D-04335-02-04; dated 15 March 2006;
- Drawing Titled: 'Level 2 Floor Plan'; 1:100; Drawing Number: D-04335-02-05; dated 15 March 2006;
- Drawing Titled: 'Level 3 Floor Plan'; 1:100; Drawing Number: D-04335-02-06; dated 15 March 2006;
- Drawing Titled: 'Level 4 Carparking'; 1:100; Drawing Number: D-04335-02-07; dated 15 March 2006;
- Drawing Titled: 'Level 5 Floor Plan'; 1:100; Drawing Number: D-04335-02-08; dated 18 May 2006;
- Drawing Titled: 'Level 6 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-09; dated 18 May 2006;
- Drawing Titled: 'Level 7 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-10; dated 18 May 2006;
- Drawing Titled: 'Level 8 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-11; dated 18 May 2006;
- Drawing Titled: 'Level 9 Commercial Floor Plan'; 1:100; Drawing Number: D-04335-02-12; dated 18 May 2006;
- Drawing Titled: 'Level 10—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-13; dated 18 May 2006;
- Drawing Titled: 'Level 11—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-14; dated 18 May 2006;
- Drawing Titled: 'Level 12—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-15; dated 18 May 2006;
- Drawing Titled: 'Level 13—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-16; dated 18 May 2006;
- Drawing Titled: 'Level 14—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-17; dated 18 May 2006;
- Drawing Titled: 'Level 15—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-18; dated 18 May 2006;
- Drawing Titled: 'Level 16—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-19; dated 18 May 2006;
- Drawing Titled: 'Level 17—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-20; dated 18 May 2006;
- Drawing Titled: 'Level 18—Residential Floor Plan'; 1:100; Drawing Number: D-04335-02-21; dated 18 May 2006;
- Drawing Titled: 'Roof Floor Plan'; 1:100; Drawing Number: D-04335-02-22; dated 15 March 2006;
- Drawing Titled: 'North Elevation (Grenfell Street)'; 1:100; Drawing Number: D-04335-04-01; dated 15 March 2006;
- Drawing Titled: 'East Elevation (Hindmarsh Square)'; 1:100; Drawing Number: D-04335-04-02; dated 15 March 2006;
- Drawing Titled: 'South Elevation'; 1:100; Drawing Number: D-04335-04-03; dated 15 March 2006; and
- Drawing Titled: 'West Elevation'; 1:100; Drawing Number: D-04335-04-03; dated 18 May 2006;

(h) the following documents:

- Email from Paul Pruzinski Architects to the Assessment Branch Planning SA dated 10 May 2007;
- Letter and accompanying drawings dated 25 May 2007 from Tecon Australia in regard to Building Rules Certification for Demolition Works at 41 Hindmarsh Square;
- Letter and accompanying drawings dated 12 October 2007 from Tecon Australia in regard to Building Rules Certification to construct a 19 level apartment, office, retail and car parking complex at 41 Hindmarsh Square; and
- Land division plans and associated correspondence for Torrens title land division application 020/D022/07 and community title land division applications 020/C019/07, 020/C020/07 and 020/C021/07, uploaded onto the Electronic Land Division Lodgement Site (EDALA) on 31 May 2007.

2. The applicant shall submit further information and application(s) in relation to the matters that have been reserved, to the satisfaction of the Minister for Urban Development and Planning.

3. No building works on any part of the development, with the exception of demolition works, shall commence until a favourable decision has been notified to the applicant by the Governor or the Governor's delegate in respect of those reserved matters referred to in subparagraph (i) in paragraph *(b)* of the Decision section above.

4. Subject to condition 3, the applicant may commence a stage of building works before receiving the Governor's decision concerning building rules compliance for other stages (refer reserved matter (i) in paragraph *(b)* of the Decision section above.) No building works shall commence on a stage of the development, however, until a favourable decision in relation to building rules compliance in respect of that stage has been notified in writing to the applicant by the Governor or the Governor's delegate.

5. A decision on building rules compliance (refer reserved matter above) will only be made after a Building Rules assessment and certification has been undertaken and issued by the Adelaide City Council, or a private certifier, in accordance with the provisions of the Development Act 1993, and after the Minister for Urban Development and Planning receives a copy of all relevant certification documentation, as outlined in Regulation 64 of the Development Regulations 1993 (refer to 'Notes to Applicant' below for further information).

6. Further sustainability modelling, for the selection of materials and finishes and sustainability features of the apartment complex, shall be undertaken in consultation with a group consisting of the Urban Design Unit of Planning SA, Heritage SA, Department for Environment and Heritage and the Working Party referred to in the applicant's Development Report, dated 5 November 2003.

7. Before any works commence, a Construction Environmental Management Plan (CEMP) shall be prepared in consultation with and approved by the Environment Protection Authority, Planning SA and the Adelaide City Council, to address management issues during construction and to be lodged with the Minister for Urban Development and Planning. An Environmental Consultant shall be engaged to audit the management plan in accordance with commitments made by the applicant in the Original Response to Submissions dated 18 December 2003. Matters to be addressed in the CEMP must include (but shall not be limited to):

- reference to, and methods of adherence to, all relevant Environment Protection Authority (EPA) policies and codes of practice for construction sites, including the inclusion of a copy of Schedule 1 of the Environment Protection Act 1993 as an Appendix to the Construction Environmental Management Plan to ensure contractors are aware of EPA requirements, in accordance with commitments made in the applicant's Response to Submissions, dated 18 December 2003;
- timing, staging and methodology of the construction process and working hours (refer also to condition outlining working hours);
- a Risk Assessment relating to the potential impacts of construction activities;
- traffic management strategies during construction of the apartment complex, including transport beyond the development site;

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C019/07

- management of infrastructure services during construction and/or relocation and re-establishment of local amenity and landscaping;
- control and management of construction noise, vibration, dust and mud;
- stormwater and groundwater management during construction;
- identification and management of contaminated soils and groundwater, should these be encountered;
- site security, fencing and safety and management of impacts on local amenity for residents, traffic and pedestrians;
- disposal of construction waste and refuse in an appropriate manner according to the nature of the waste;
- protection and cleaning of roads and pathways; and
- overall site clean up.

8. The applicant shall conduct monitoring of the effectiveness of attaining the agreed post-construction sustainability targets and regularly lodge documented outcomes, where the information is available, with Planning SA, the Department for Environment and Heritage (Office of Sustainability) and the Sustainability Working Party, in accordance with commitments made in the letter from the applicant dated 30 April 2004 and confirmed in the letter from Connor Holmes to Planning SA dated 27 June 2005. The applicant shall also report in person to the Working Party to verify the attainment of the sustainability goals of the development on a regular basis, to be agreed between the applicant and the Working Party.

9. Operating hours for construction activities and truck movements to and from the site shall be from 7 a.m. to 7 p.m., Monday to Saturday inclusive. If it is considered necessary for construction works to also be undertaken on Sundays, construction hours shall be from 9 a.m. to 6 p.m. on Sundays (refer 'Notes to Applicant' relating to EPA noise emission policies).

10. Any collected groundwater or stormwater shall only be discharged to the stormwater system if it meets quality control criteria specified in Environment Protection Authority requirements to avoid sedimentation of local pipes and pollution of the Torrens Lake (refer 'Notes to the Applicant' for relevant requirements.)

11. All drainage, finished floor levels, landscaping, and public works associated with the development, including the disposal of stormwater and earthworks, shall be carried out in accordance with accepted engineering standards and to the reasonable satisfaction of the Adelaide City Council.

12. Any hazardous substances (e.g. fuels, compressed gases, solvents, paints, asbestos, polychlorinated biphenyls (PCB's) and other construction-related substances), shall be removed and disposed of in accordance with Environment Protection Authority requirements.

13. Provision shall be made for 32 bicycle parking spaces in addition to the provision of bicycle racks for use by RAA staff (the location of which is to be determined in consultation with Planning SA and the Adelaide City Council).

14. The apartment complex and car park shall be maintained in a serviceable condition and operated in an orderly, tidy, safe and healthy manner at all times.

15. The waste and general storage and service/operational areas of the apartment complex building shall be kept in a neat, tidy, safe and healthy condition at all times and the service area access door shall remain closed at all times, other than when loading or unloading is taking place.

16. Any machinery, plant operating equipment, lighting, building façade designs, or sound devices associated with the apartment complex development shall not impair or impinge upon the enjoyment or safety of residents of the apartment complex, adjoining properties (or occupiers thereof), or the local traffic and pedestrian environment.

17. Details of any external advertising signage affecting the locality and the adjacent two-storey YWCA State Heritage listed building shall be developed in consultation with, and to the approval of the Development Assessment Commission in consultation with Heritage SA.

18. The internal leaf of the new northern infill wall shall be set out as a reconstruction of the original wall. The main finished wall face shall be set on the same alignment as the original, and projecting elements (eg pilasters and mouldings) and recessed elements (window reveals) shall be set out to the same dimensions, locations and profiles as the original. The work shall be documented to the reasonable satisfaction of the Heritage SA prior to commencement and be completed prior to occupation of the new building.

19. That payment of $15 500 shall be made into the Planning and Development Fund (four allotments @ $3 878/allotment) for DA 020/C019/07.

20. That payment of $15 500 shall be made into the Planning and Development Fund (four allotments @ $3 878/allotment) for DA 020/C020/07.

21. That payment of $201 500 shall be made into the Planning and Development Fund (52 allotments @ $3 878/allotment) for DA 020/C021/07. ((All cheques for the Planning and Development Fund shall be made payable and marked 'Not Negotiable' to the Development Assessment Commission and payment made on Level 5, Roma Mitchell House, 136 North Terrace, Adelaide, (opposite the Railway Station) or sent to G.P.O. Box 1815, Adelaide, S.A. 5001.))

NOTES

- Pursuant to Development Regulation 64, the applicant is advised that the Adelaide City Council or private certifier conducting a Building Rules assessment must:
  - (a) provide to the Minister for Urban Development and Planning a certification in the form set out in Schedule 12A of the Development Regulations 1993 in relation to the building works in question; and
  - (b) to the extent that may be relevant and appropriate:
    - (i) issue a schedule of essential safety provisions under Division 4 of Part 12;
    - (ii) assign a classification of the building under these regulations; and
    - (iii) ensure that the appropriate levy has been paid under the Construction Industry Training Fund 1993.

  Regulation 64 of the Development Regulations 1993, provides further information about the type and quantity of all Building Rules certification documentation for Major Developments required for referral to the Minister for Urban Development and Planning.
- The Adelaide City Council or private certifier undertaking Building Rules assessment and certification must ensure that the assessment and certification are consistent with this provisional development authorisation (including any conditions or notes that apply in relation to this provisional development authorisation).
- This provisional development authorisation does not extend to the provision of any wind turbines, as indicated in the letter from Grenfell East Pty Ltd to the Minister for Urban Development and Planning dated 24 March 2004, or any other such devices. Any such turbines or devices, if subsequently proposed, will require a new application under the appropriate assessment process.
- Should the applicant wish to vary the development or any of the components of the development in relation to which a decision has been reserved, an application may be submitted, pursuant to section 48B of the Development Act 1993, provided that the development application variation remains within the ambit of the Amended Development Report and Amendment to the Assessment Report referred to in this provisional development authorisation. If an application variation involves substantial changes to the proposal, pursuant to section 47 of the Development Act 1993, the applicant will be required to prepare an amended Development Report for public inspection and purchase. A further amended Assessment Report may also be required to assess any new issues not covered by the Assessment Report and the Amendment to the Assessment Report and a decision made by the Governor pursuant to section 48 of the Development Act 1993.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C019/07

- If the development is not substantially commenced within two years of the date hereof, the Governor may cancel this development authorisation.
- The applicant is reminded that Heritage SA of the Department for Environment and Heritage (DEH) shall be consulted in regard to any physical intervention to the northern wall on the adjacent YWCA State Heritage listed building, which is listed as a reserved matter for further decision-making in this provisional development authorisation. Any such work must be executed in accordance with requirements notified to it by the DEH and must be consistent with the decision by the Governor (or his delegate) on the reserved matter (e.g. materials, finishes and colour schedules).
- The proponent is advised of the General Environmental Duty under section 25 of the Environment Protection Act 1993, which requires that a person must not undertake any activity, which pollutes, or may pollute; without taking all reasonable and practical measures to prevent or minimise harm to the environment.
- The applicant is advised of the requirement to comply with the Environment Protection Authority's (EPA) 'Stormwater Pollution Prevention Code of Practice for the Building and Construction Industry' during demolition and construction of the development.
- The applicant is advised that noise emissions from the apartment complex development will be subject to the Environment Protection (Industrial Noise) Policy 1994, Environment Protection Authority Guidelines and Information Sheet Number 7 ('Construction Noise', July 2002) and the Environment Protection Act 1993.
- The applicant will consult with the Adelaide City Council about the type, nature and ongoing maintenance of any landscaping undertaken in relation to the apartment complex, in accordance with commitments (excluding those relating to the underground car park) made by the applicant in the original Response to Submissions document, dated 18 December 2003.
- The applicant is advised that the Development Act 1993, outlines the roles and responsibilities of the applicant and the Adelaide City Council for matters relating to building works during and after construction of the apartment complex development and associated works.
- It is recommended that the applicant consult with Planning SA when applying to the Adelaide City Council for a 'Certificate of Occupancy', to ascertain that all conditions of this provisional development authorisation and decisions on reserved matters have been complied with in an appropriate manner, including those relating to Building Rules assessment and certification requirements.
- The Minister for Urban Development and Planning has a specific power to require testing, monitoring and auditing under Section 48C of the Development Act 1993.

Advisory Notes for the Temporary Display Unit

- Pursuant to Regulation 74 of the Development Regulations 1993 the applicant or builder proposing to undertake the development is advised of their obligation to give the Council 1 day's notice of the commencement and completion of the development and at the stages notified by council with the Development Approval. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB (8) of the Development Regulations 1993.
- Tecon Australia Pty Ltd has formed the opinion that the building is not unsafe or structurally unsound and that access for people with disabilities has been considered as required by Section 53A of the Development Act 1993.
- The report by Tecon Australia Pty Ltd is based on the building rules assessment only and does not suggest or infer compliance with any other legislation.
- A certificate of occupation will not be required for this new work as the building is lawfully occupied and there is no change in classification.
- A Schedule of Essential Safety Provisions Form 2 and a *pro forma* Builders Statement of compliance have been attached to this consent. These forms shall be completed by the builder and returned to Tecon Australia at the completion of the development.
- The existing method of recording the maintenance of the essential safety provisions shall be amended as necessary to include the alterations to the fire and life safety items.

Advisory Notes for Demolition Works

1. Pursuant to Regulation 74 of the Development Regulations 1993 the applicant or builder proposing to undertake the development is advised of their obligation to give the relevant authority 1 day's notice of the commencement and completion of the development and at the stages notified by relevant authority with the Development Approval. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB (8) of the Development Regulations 1993.

2. The report by Tecon Australia is based on the building rules assessment only and does not suggest or infer compliance with any other legislation.

Advisory Notes for Construction of the Apartment/Commercial/Retail and Car Parking Components

1. Alternative solutions for the following items have been accepted by this office:

- the distance between alternative exits on the apartment levels;
- hose reels to the apartments and mezzanine;
- the fire hydrant operating pressures;
- the location of the discharge from the apartment exhaust systems;
- deletion of EWIS from basement and car park;
- the use of the main entrance lobby as the Fire Control Centre;
- the use of life safety doors to apartments in lieu of fire doors;
- the omission of automatic fire sprinklers from the swimming pool area; and
- the location of the re-entry from Fire isolated stairs.

2. Pursuant to Regulation 74 Development Regulations 1993, the applicant or builder proposing to undertake the development is advised of their obligation to give the Council 1 day's notice of the commencement and completion of the development and at the stages notified by council with the Development Authorisation. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB (8) of the Development Regulations 1993.

3. This report based on the Building Rules assessment only and does not suggest or infer compliance with any other legislation.

4. This certification does not include the fit out of any commercial or retail area, such work shall be the subject of a separate approval.

5. A certificate of occupation will be required for this new work and will nominate the maximum number of occupants for this area as:

Storey	Portion	Class	No. of Persons
Basement	Storage	7b	4
	Recycling	8	2
	Gymnasium and pool area	9b	20
Ground floor	Retail	6	500
1st to 4th floors	Car park	7a	25
5th to 9th floors	Offices	5	75
10th to 18th floors	Apartments	2	N/A
Roof	Roof garden	10b	N/A

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Commercial Strata Insurance Plan

Policy No	**CS**0006125842
Policy Wording	CHU COMMERCIAL STRATA INSURANCE PLAN
Period of Insurance	30/04/2026 to 30/11/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 25455 INC.
Situation	47 HINDMARSH SQUARE ADELAIDE SA 5000

Policies Selected

Policy 1 – Insured Property
Building: $90,590,000
Common Area Contents: $905,900
Loss of Rent & Temporary Accommodation (total payable): $13,588,500

Policy 2 – Liability to Others
Sum Insured: $50,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $2,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $500,000

Policy 7 – Catastrophe Insurance
Sum Insured: $13,588,500
Extended Cover - Loss of Rent & Temporary Accommodation: $2,038,275
Escalation in Cost of Temporary Accommodation: $679,425
Cost of Removal, Storage and Evacuation: $679,425

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: $250,000

Flood Cover is excluded.

ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Date Printed 01/05/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM569-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT 1996*

Date of Statement: **12 May 2026**

Community Lot in respect of which the Statement is issued:Lot **40** in **Community Plan** No**. 25458 at "The Conservatory" (R), 47 Hindmarsh Square, ADELAIDE SA 5000**

Person requesting certificate:
Name: Form1 Adelaide,
Address: Via: form1@form1adelaide.com.au

The Community corporation certifies the following with respect to the Lot being the subject of this Statement:

1. Administrative fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
$13,814.76	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$3,453.69	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
$3,453.69	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
$3,453.69	01 Apr 2026 to 30 Jun 2026	01 Apr 2026
$3,453.69	01 Jul 2026 to 30 Sep 2026	01 Jul 2026

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
$1,408.48	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$352.12	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
$352.12	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
$352.12	01 Apr 2026 to 30 Jun 2026	01 Apr 2026
$352.12	01 Jul 2026 to 30 Sep 2026	01 Jul 2026

Amount owing $0.00

Interest due on unpaid levies $0.00

Amount in credit for prepaid levies $0.00

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

A copy of the Balance Sheet at the date of this Statement is attached.

5. Particulars of any Expenditure

(a) Incurred by the Corporation

The primary corporation has entered into a settlement agreement as of 14/5/26 with the owner of Apt. 18.02 to rectify the tiling and waterproofing of the roof garden of that apartment and the neighbouring apartment 18.01. The estimated cost of the rectification and settlement sum is approximately $1.1M, of which the secondary corporation contributes 65.16%.

This settlement agreement is to be resolved at a general meeting to be held within 90 days of the agreement.

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

As per the Minutes provided.

Further, the above-mentioned settlement agreement with the 18.02 will, once resolved at a general meeting, require the lot holder to contribute its share as per lot entitlement. Should the corporation resolve to fund this cost entirely by way of special levy, this contribution will be approximately $14,000. It is likely that the contribution will be paid in instalments over a 12 month period from the date of resolution.

6. Insurance policies

Particulars of all insurance policies that the community corporation has taken out.

Policy No.	CS0006125842	CHU Underwriting Agencies Pty Ltd			
Type:	Building	Broker:			
Premium:	$62,182.22	Paid on: 29/04/2026	Policy start date: 30/04/2026	Next due: 30/11/2026	
Cover		*Sum insured*	*Excess*	*Notes*	
Sum Insured		$90,590,000.00	$5,000.00	Exploratory Costs - Burst Pipes $5,000 - Fire $100,000	
Loss of Rent/Temp Accom(15%)		$13,588,500.00			
Office Bearers Legal Liability		$2,000,000.00			
Voluntary Workers		$200,000 / $2,000			
Appeal Expenses		$100,000.00			
Catastrophe		$13,588,500.00			
Machinery Breakdown (Over 5Kw)		$500,000.00	$5,000.00	Chiller $5,000	
Common Area Contents		$905,900.00			
Public Liability		$50,000,000.00			
Fidelity Guarantee		$250,000.00			
Extended Cover-Rent/Temp Accommodation (15%)		$2,038,257.00			
Escalation in Cost of Temp Accommodation		$679,425.00			
Cost of Storage and Evacuation		$679,425.00			

Government Audit Costs	$25,000.00
Legal Defence Expenses	$50,000.00
Lot Owners Fixtures & Improvements	$250,000.00
Flood	Excluded

Commission $0.00

7. Documents Supplied

(i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
(ii) Statement of Accounts of the corporation last prepared by the corporation
(iii) The current policies of insurance taken out by the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.

NOTE:

An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

This Statement was prepared on behalf of Community Corporation 25458 Inc. by



Jason Nash
Munro Property Group
136 The Parade
NORWOOD SA 5067