Form 1—Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

1 Purchaser:

Address:

2. Purchaser's registered agent:

Address:

3 Vendor:

Stephen Harold Nelson

Address

50 / 9 East Terrace Adelaide SA 5000

4 Vendor's Registered Agent:

Klemich Real Estate RLA 174424

Address

1/245 Fullarton Road, Eastwood, SA 5063

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

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

50/9 East Terrace Adelaide SA 5000 being the whole of the land contained in Volume 5609 Folio 842

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 thesale 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:

50/9 East Terrace 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:

georgie@klemich.com.au

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

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

1/245 Fullarton Road, Eastwood, SA 5063

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

Note—

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onusof 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 anacknowledgment of service of the notice in writing;

(b) if you intend to serve the notice by fax or email, you obtain a record of thetransmission 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 havebeen 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;

(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;

(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,

Stephen Harold Nelson

of

50 / 9 East Terrace Adelaide SA 5000

being 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: 04/08/2026 21:47

Signed:

Digitally signed with Livesign - 04/08/2026 21:42

Stephen Nelson

Stephen Harold Nelson

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

(section 9)

To the purchaser:

I, Matthew John Kelly certify that 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	Not Applicable
Date:	04/08/2026 19:55
Signed:	Digitally signed with Livesign - 04/08/2026 19:55 Matthew Kelly Matthew John Kelly

*Person authorised to act on behalf of Vendor'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 one of the following items in the table:

(A) under the heading 1. General—

1.1 Mortgage of land

1.2 Lease, agreement for lease, tenancy agreement or licence

1.3 Caveat

1.4 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 beomitted, 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 andall 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, theparticulars 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 ofthe 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?*~~ ~~[YES/NO]~~

~~*Are there attachments?*~~ ~~[YES/NO]~~

~~*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. 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? NO

Are there attachments? YES

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

Fristly: See Annexure "A" & Property Interest Report attached hereto

Secondly and Thirdly: See certificate of title attached hereto

Description of land subject to easement:

The whole of the land comprised in Certificate of Title Register Book Volume 5609 Folio 842

Nature of easement

Firstly: Statutory Easement to SA Power Networks

Secondly: Easement with limitations over the land marked E on CP 20189

Thirdly: Right of way with limitations over the land Marked M on CP20189

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? [YES/NO]

If YES give details

Not Applicable

~~*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.*~~

~~*Is this item applicable?*~~ ☐

~~*Will this be discharged or satisfied prior to or at settlement?*~~ ~~[YES/NO]~~

~~*Are there attachments?*~~ ~~[YES/NO]~~

~~*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 the restrictive covenant operates:~~

~~Does the restrictive covenant affect the whole of the land being acquired?~~ ~~[YES/NO]~~

If NO, give details:

Does the restrictive covenant affect land other than that being acquired NO

1.4 ~~Lease, agreement for lease, tenancy agreement or licence~~

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

~~*Note —*~~

~~*Do not omit this item. 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?*~~ ~~[YES/NO]~~

~~*Are there attachments?*~~ ~~[YES/NO]~~

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

~~Names of parties:~~

~~Period of lease, agreement for lease etc:~~

~~From to~~

~~Amount of rent or licence fee~~

~~$ per fortnight~~

~~Is the lease, agreement for lease etc in writing?~~ ~~[YES/NO]~~

~~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):~~

~~*1.5* Caveat~~

~~*Is this item applicable?*~~ ☐

~~*Will this be discharged or satisfied prior to or at settlement?*~~ ~~[YES/NO]~~

~~*Are there attachments?*~~ ~~[YES/NO]~~

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

~~Name & address of caveator:~~

~~Particulars of interest claimed::~~

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

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):*

See Statutory Council Search attached hereto – including attachment for approval for Apartments, 8 storeys (92 units)

Conditions of authorisation

See Statutory Council Search attached hereto

5.2 ~~section 50(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?*~~ ~~[YES/NO]~~

~~*Are there attachments?*~~ ~~[YES/NO]~~

~~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):~~

6. ~~Repealed Act conditions~~

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

~~*Note-*~~

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

~~Is this item applicable?~~ ☐

~~Will this be discharged or satisfied prior to or at settlement?~~ ~~[YES/NO]~~

~~Are there attachments?~~ ~~[YES/NO]~~

~~*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):

See Revenue SA Emergency Services Levy Certificate

Date of Notice: 21/07/2026

Amount of levy payable: $122.55

~~19. *Land Tax Act 1936*~~

19.1 ~~Notice, order or demand for payment of land tax~~

~~Is this item applicable?~~ ☐

~~Will this be discharged or satisfied prior to or at settlement?~~ ~~[YES/NO]~~

~~Are there attachments?~~ ~~[YES/NO]~~

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

~~Date of notice, order or demand:~~

~~Amount payable (as stated in the notice):~~

21. *Local Government Act 1999*

21.1 Notice, order, declaration, charge, claim or demand given or made under the Act

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):

See Statutory Council Search attached hereto

Date of notice, order etc: 24 July 2026

Name of council by which, or person by whom, notice, order etc is given or made:

Adelaide City Council

Land subject thereto:

The whole of the land in Certificate of Title Volume 5609 Folio 842

Nature of requirements contained in notice, order etc

Council Rates and Charges Payable

Time for carrying out requirements:

Payable prior to or at settlement

Amount payable (if any): $2181.90

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):

See Property Interest Report, Plan SA Report and Statutory Council Search certificate attached hereto and SA Planning & 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)::

Parcel ID: C20189 FL50
Certificate Title: CT5609/842
Property Address: UNIT 50 9 EAST TCE ADELAIDE SA 5000

Zones
Capital City (CC)

Subzones
No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 153.5 metres AHD)
The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a
hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing
The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling
types into residential and mixed use development.

Design
The Design Overlay seeks to ensure significant development positively contributes to the liveability,
durability and sustainability of the built environment through high-quality design.

Heritage Adjacency The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage
Places maintains the heritage and cultural values of those places.

Hazards (Flooding - Evidence Required)
The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate
potential impacts of potential flood risk through appropriate siting and design of development.

Noise and Air Emissions
The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive
development from adverse impacts of noise and air emissions.

Prescribed Wells Area
The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree
The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through
appropriate development and redevelopment.

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

Is the land designated as a local heritage place? NO

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

		Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? Note:- For further information about the Planning and Design Code visit *www.code.plan.sa.gov*	YES

~~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.]*~~	~~*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:~~	~~☐~~ ~~[YES/NO]~~ ~~[YES/NO]~~

34 *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirements	*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)*: See SA Water Certificate of Charges Date of notice or order: 21/7/2026 Name of person or body who served notice or order: SA Water Amount payable (if any) as specified in the notice or order: $191.85 Nature of other requirement made (if any) as specified in the notice or order: Payable prior to or at settlement	☑ YES YES

Schedule—Division 2—Other particulars ☐

~~(section 7(1)(b))~~

~~Particulars of transactions in last 12 months~~ ☐

~~If the vendor, within 12 months before the date of the contract of sale —~~

~~(a) obtained title to the land; or~~

~~(b) obtained an option to purchase the land; or~~

~~(c) entered into a contract to purchase the land (whether on the vendor's ownbehalf or on behalf of another),~~

~~the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:~~

~~1 The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:~~

~~2 The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction:~~

~~3 Particulars of the consideration provided for the purposes of the transaction:~~

~~The above particulars must be provided for each transaction~~

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

1 Name of community corporation:

COMMUNITY CORPORATION 20189 INC.

Address of community corporation:

9 EAST TERRACE ADELAIDE

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:

Search from Strata Data attached

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):

As per search attached

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

As per search attached

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

As per search attached

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

N/A

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

1087/99999

[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	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:

N/A

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:

N/A

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

Name:

Strata Data

Address:

PO Box 6 Glenside SA 5064

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 ofthe 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-lawsof 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 of building indemnity insurance~~ ☐

~~Note —~~

~~Building indemnity insurance is not required for —~~

~~(a) domestic building work for which approval under the *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:~~

~~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]~~

~~If YES give details:~~

~~(a) Date of the exemption:~~

~~(b) Name of builder granted the exception:~~

~~(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:~~

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even

though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

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

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES & ATTACHMENTS

The following documents are annexed hereto -

Form R3
Annexure A - SA Power Networks Easement Notice
Annexure B - Taking of Underground Water Notice
Annexure C - Council Search
Property Interest Report (PIR) Including Copy of certificate(s) of title
Certificate of Water and Sewer Charges & Encumbrance Information
Certificate of Land Tax Payable
Certificate of Emergency Services Levy Payable
Search from Strata Data including of By-laws, plan, scheme description and development contract

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 2026

Signed: _____

_____
Purchaser(s)

*(*Strike out whichever is not applicable)*

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 1995 regulation 15A

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 the Office of Consumer and Business Affairs recommends that you check the website: www.ocba.sa.gov.au/Realestate/

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 preventative termite treatment program in place? Was the property treated at some stage with persistent organochlorines (now banned) or other toxic termiticides as 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? 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.ocba.sa.gov.au/consumeradvice/realestate

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.

ANNEXURE 'A' (1 page)

Electricity Infrastructure - Building Restrictions and Statutory Easements

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 DMITRE for further details.

Statutory easements

Separate from the above 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 provide these 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 telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (Clause 2 of Schedule 1 of the Electricity Corporations (Restructuring and Disposal) Act 1999; section 48A of the Electricity Act 1996).

A statutory easement is not generally registered on the title for the land.
To avoid risking injury and damage, it is recommended that the location of underground services be confirmed by telephoning Dial-Before-You-Dig on 1100.

For further clarification on these matters, please contact SA Power Networks' Real Estate Branch on telephone 8404 5897 or 8404 5894.

Date: 24 July 2026

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5609/842
Owner Name	Mr S H Nelson
Address of Property	Floor 6 50/9 East Terrace, 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

SEARCHLIGHT TECHNOLOGY P/L
PO Box 232, RUNDLE MALL SA 5000

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	21 July 2026
Receipt Number	7148452
Document Issue Date	24 July 2026
Property Address	Floor 6 50/9 East Terrace, ADELAIDE SA 5000
Property Description	Lot 50 CP 20189
Property Titles	CT-5609/842
Owner of Property	Mr S H Nelson

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 19860 6

Property Location	**Floor 6 50/9 East Terrace, ADELAIDE**
Rateable Valuation	$18,000
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,181.90**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$0.00
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$2,181.90**

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: SEARCHLIGHT TECHNOLOGY P/L

Address: PO Box 232, RUNDLE MALL SA 5000

File reference:

Phone number:

Certificate of Title:	CT-5609/842
Property Description:	Lot 50 CP 20189
Property Address:	Floor 6 50/9 East Terrace, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr S H Nelson
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 6 50/9 East Terrace, ADELAIDE SA 5000*** ***Reference:*** **1999/00669-4**

Certificate of Title: ***CT-5609/842*** ***Dated:*** ***24 July 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:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~

PRESCRIBED INFORMATION

	~~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.

ATTACHMENTS

Attachment – Development Conditions

APPROVAL under the Development Act, 1993 was given on 12/8/96 for

Apartments - 8 storeys (92 units), **41891**

SUBJECT to the following Conditions:

The landscaping hereby approved as an integral part of this application shall be undertaken or completed to the reasonable satisfaction of the Council within two months of any of the said six (6) level residential apartment being occupied and such landscaping (including both paving and planting) shall be maintained in good condition. Should any plants either languish or die, the applicant (or any person hereafter having the benefit of this approval) shall, when reasonably required by the Council, replace such plants with others which in the opinion of the Council are likely to flourish.

One hundred and four (104) car parking spaces shall be provided for use in association with the premises which are the subject of this application and shall be within 400 metres of the boundary of the said premises and shall be available for exclusive use in association with the said premises during normal business hours. Details of the location and nature of such car parking spaces shall be submitted to and approved by Council prior to the commencement of use of the said premises and details of any change of location of such car parking spaces shall only be submitted to and approved by Council prior to the commencement of use of the said premises and such change.

Section 36(2) - The conditions and modifications granted pursuant to this Section shall be complied with.

MODIFICATIONS

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Part E1 of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow a single diesel pump set serving the carpark fire sprinkler system, and fire hydrant system in lieu of separate pump sets as required by the BCA provided that the proposed diesel pump can satisfy simultaneous water flow and pressure requirements of the hydrant system and fire sprinkler system.

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause E2. 2(e)(iv) of the Building Code of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow omission of stair pressurisation provided that all fire doors leading to fire isolated stairs are provided with smoke seals.

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause C3. 2(b) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the external openings of the units facing the eastern boundary adjacent to the south-east corner to be constructed without having to be protected in accordance with the provisions of Clause C3. 4 provided the balustrades are of masonry imperforate construction as detailed on the submitted drawings.

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause C3. 11(h)(iii) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the windows facing the internal egress balconies to extend below a height of 1. 5 meters above the balcony floor level.

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause D1. 7(c) of the Building Code of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the ground floor discharge of Stair 1 to be within 6 metres of the non-fire related external lobby walls, subject to the lobby being fitted out generally with non-combustible materials.

Attachment - Change of Use

41891 - Change use – demolition of warehouse and construct 8 Storey Apartment building

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 0203389044

Data Extract Date: 24/07/2026

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: C20189 FL50

Certificate Title: CT5609/842

Property Address: UNIT 50 9 EAST TCE ADELAIDE SA 5000

Zones

Capital City (CC)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 153.5 metres AHD)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land? (Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: https://plan.sa.gov.au/

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

https://code.plan.sa.gov.au/

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

Property Interest Report

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

Title Reference	CT 5609/842	**Reference No.**	2801429
Registered Proprietors	S H*NELSON	**Prepared**	16/07/2026 14:52
Address of Property	Unit 50, 9 EAST TERRACE, ADELAIDE, SA 5000		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 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	Register Search (CT 5609/842)
Date/Time	16/07/2026 02:52PM
Customer Reference	2600755
Order ID	20260716008053

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 5609 Folio 842

Parent Title(s)	CT 5176/161, CT 5603/554				
Creating Dealing(s)	ACT 8582288				
Title Issued	29/12/1998	**Edition**	9	**Edition Issued**	25/01/2022

Estate Type

FEE SIMPLE

Registered Proprietor

STEPHEN HAROLD NELSON
OF 1A SPRINGFIELD AVENUE SPRINGFIELD SA 5062

Description of Land

LOT 50 PRIMARY COMMUNITY STRATA PLAN 20189
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED E ON CP 20189 (RTC 8582287)

TOGETHER WITH RIGHT(S) OF WAY WITH LIMITATIONS OVER THE LAND MARKED M ON CP 20189 (RE 7131030)

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
09/11/1998	8582291	DEVELOPMENT CONTRACT	FILED
30/05/2007	10712647	SCHEME DESCRIPTION	FILED
21/03/2024	14242264	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

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Certificate of Title

Title Reference	CT 5609/842
Status	CURRENT
Easement	YES
Owner Number	19140986
Address for Notices	UNIT 50, 9 EAST TCE ADELAIDE, SA 5000
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

STEPHEN HAROLD NELSON
OF 1A SPRINGFIELD AVENUE SPRINGFIELD SA 5062

Description of Land

LOT 50 PRIMARY COMMUNITY STRATA PLAN 20189
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13706481
Dealing Date	20/01/2022
Sale Price	$485,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0203389044	CURRENT	Unit 50, 9 EAST TERRACE, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

Notations on Plan

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Lodgement Date	Dealing Number	Descriptions	Status
09/11/1998 11:10	8582291	DEVELOPMENT CONTRACT	FILED
30/05/2007 13:13	10712647	SCHEME DESCRIPTION	FILED
21/03/2024 16:41	14242264	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0203389044
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/1999
Property Location	Unit 50, 9 EAST TERRACE, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	STEPHEN HAROLD NELSON
Owner Number	19140986
Address for Notices	UNIT 50, 9 EAST TCE ADELAIDE, SA 5000
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1325 - Fifth Floor Home Unit
Description	H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C20189 LOT 50	CT 5609/842

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$186,000	$560,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$186,000	$510,000			

Building Details

Valuation Number	0203389044
Building Style	High Rise Home Units (lifts)
Year Built	1999
Building Condition	Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	73 sqm
Number of Main Rooms	4

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

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Certificate of Title

Title Reference: CT 5609/842

Status: CURRENT

Parent Title(s): CT 5176/161, CT 5603/554

Dealing(s) Creating Title: ACT 8582288

Title Issued: 29/12/1998

Edition: 9

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
20/01/2022	25/01/2022	13706481	TRANSFER	REGISTERED	STEPHEN HAROLD NELSON
16/07/2007	06/08/2007	10750525	TRANSFER	REGISTERED	FENG JUAN GU
16/07/2007	06/08/2007	10750524	DISCHARGE OF MORTGAGE	REGISTERED	10703309
16/05/2007	13/06/2007	10703309	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
16/05/2007	13/06/2007	10703308	DISCHARGE OF MORTGAGE	REGISTERED	10337639
04/11/2005	02/12/2005	10337639	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
23/02/2005	02/03/2005	10171879	TRANSFER	REGISTERED	ANTHONY DAVID BRAXTON-SMITH
23/02/2005	02/03/2005	10171878	DISCHARGE OF MORTGAGE	REGISTERED	9166723
23/07/2002	21/08/2002	9389575	TRANSFER	REGISTERED	IRENE SPENCER
29/08/2001	17/09/2001	9166723	MORTGAGE	REGISTERED	AMP BANK LTD.
29/08/2001	17/09/2001	9166722	TRANSFER	REGISTERED	GERALD KINGSWOOD WHITE, IRENE SPENCER
03/02/1999	16/02/1999	8626825	TRANSFER	REGISTERED	A.P.H. CHENG NOMINEES PTY. LTD.
03/02/1999	16/02/1999	8626822	DISCHARGE OF MORTGAGE	REGISTERED	8408557
03/02/1999	16/02/1999	8626821	DISCHARGE OF MORTGAGE	REGISTERED	8408556
09/12/1997	04/03/1998	8408557	MORTGAGE	REGISTERE	M.DALLWITZ TRUSTS PTY.

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Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
				D	LTD.
09/12/1997	04/03/1998	8408556	MORTGAGE	REGISTERED	ST.GEORGE BANK LTD. (ACN: 055 513 070)

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Product	Check Search
Date/Time	16/07/2026 02:52PM
Customer Reference	2600755
Order ID	20260716008053

Certificate of Title

Title Reference: CT 5609/842

Status: CURRENT

Edition: 9

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
09/11/1998	10/12/1998	8582291	DEVELOPMENT CONTRACT	FILED	C20189
30/05/2007	04/06/2007	10712647	SCHEME DESCRIPTION	FILED	C20189
21/03/2024	24/04/2024	14242264	BY-LAWS	FILED	C20189

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 03389 04 4	CT5609842	21/7/2026	8855	2802478

COPILOT
12/431 KING WILLIAM ST
ADELAIDE SA 5000
matthew.kelly@copilot.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S H NELSON
Location: U50 9 EAST TCE ADELAIDE LT 50 C20189
Description: H/UNIT CP **Capital Value:** $ 560 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/7/1999	Water rates	:	88.00
Sewer main available:	1/7/1999	Sewer rates	:	103.85
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	191.85

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 88.00 Sewer: 103.85 Bill: 7/10/2026

This account has no meter of its own but is supplied from account no 02 03388 05 *.

The Water Use apportionment option is Nil.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.

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

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

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

SA Water

South Australian Water Corporation

Name:
S H NELSON

Water & Sewer Account
Acct. No.: **02 03389 04 4**

Amount: _____

Address:
U50 9 EAST TCE ADELAIDE LT 50 C20189

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0203389044

BPAY

Biller code: 8888
Ref: 0203389044

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: 0203389044

CERTIFICATE OF LAND TAX PAYABLE

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

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: 2802478

DATE OF ISSUE
21/07/2026

III EC CONSULTANTS PTY LTD
LEVEL 12
431 KING WILLIAM STREET
ADELAIDE SA 5000

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

OWNERSHIP NAME
S H NELSON

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
50 / 9 EAST TCE / ADELAIDE SA 5000 / LT 50 C20189

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0203389044	CT 5609/842	$186,000.00	0.2745 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 **19/10/2026**

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: 7021207928** 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.

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: 2802478

DATE OF ISSUE
21/07/2026

III EC CONSULTANTS PTY LTD
LEVEL 12
431 KING WILLIAM STREET
ADELAIDE SA 5000

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

OWNERSHIP NUMBER	OWNERSHIP NAME
19140986	S H NELSON

PROPERTY DESCRIPTION

50 / 9 EAST TCE / ADELAIDE SA 5000 / LT 50 C20189

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0203389044	CT 5609/842	$560,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	177.40
- REMISSION	$	104.85
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	122.55

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 **19/10/2026**

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

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
19140986

OWNERSHIP NAME
S H NELSON

ASSESSMENT NUMBER
0203389044

AMOUNT PAYABLE
$122.55

AGENT NUMBER
100033810

AGENT NAME
III EC CONSULTANTS PTY LTD

EXPIRY DATE
19/10/2026

+70212080170022> +001571+ <0551047128> <0000012255> +444+

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7021208017** 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.

STRATA DATA

Date: 21 July 2026

To: Searchlight Technology

Email: searches@searchlighttechnology.com.au

Property Address: 50/9 EAST TERRACE ADELAIDE, SA 5000

Please find enclosed your **$66.00 Section Search** for the above mentioned property.

The section search is the initial search documentation that is required to be issued as a part of the sale contract and includes the following;

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- By-Laws (Community Corporations)

Payment of updated financial search is recommended prior to settlement to confirm outstanding amounts, Financial Update searches are at a cost of $27.50 inclusive of GST.

Please note all searches are emailed to guarantee fast, efficient delivery.

Important Information: This property is part of a Community plan, additional approval for pets may be required. This process involves seeking consent from the corporation, which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Community plan. Please consult the attached By-Laws and resolutions for approvals currently in place.

Kind Regards,

Strata Data
For and on behalf of COMMUNITY CORPORATION 20189 INC.

E: reception@stratadata.com.au
P: 08 8372 2777

STRATA DATA

Tax Invoice

ABN: 20 080 960 112

Date: 21-Jul-26

Invoice #: SS00001

Searchlight Technology

Due Date: 21/7/2026

Description		Total
		$66.00
	50/9 East Terrace	
Corporation:	Community Corporation 20189	
	GST	6.00
	Total	**$ 66.00**

Make all cheques payable to Strata Data or use invoice number as reference when paying by EFT.

647 Portrush Rd, Glen Osmond SA 5064. Tel: Office 8372 2777 Fax 8379 0703

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY:
Name: Searchlight Technology
Address: searches@searchlighttechnology.com.au

REGARDING:
Corporation: COMMUNITY CORPORATION 20189 INC.
Unit No. & Address: 50/9 EAST TERRACE ADELAIDE
Owners: Stephen Harold Nelson

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 1087 Total of all Entitlements = 99999

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	$856.03	30/09/2026
Sinking Fund Levy	$244.58	30/09/2026
Current Levy	**Amount**	**Frequency**
Admin Fund Levy	$856.03	Quarterly
Sinking Fund Levy	$244.58	Quarterly

1.3 Arrears

Levies	Due as at 21/07/2026	Charged but due after 21/07/2026
Amount Due	$0.00	$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	$0.00	

Biller Code: 96503
Ref: 23201195700020189506

1.4 Lot Expenditure by the Strata Corporation

(a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings

(b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

(a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT

(b) Held at : Macquarie Trust Account (BCSA)

(c) Sum standing to the credit of fund: $321,835.25 comprising Admin: $152,753.86 and Sinking: $169,081.39

(d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings

(e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings

(f) Particulars of other assets. All those defined as common property upon the land :
Refer to minutes of meetings

(g) Amount held in external account : $1,101,061.00

(h) Liabilities (excluding those above as described in 1.2 herein)

Refer to minutes of meetings

Water Payment Method: Common - Corporation

PART 2 : INSURANCE

Insurer : CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Building	$69,080,652.00	HU0006144508	15/04/2027
Office Bearers	$20,000,000.00	HU0006144508	15/04/2027
Government Audit Costs	$25,000.00	HU0006144508	15/04/2027
Catastrophe Cover	$20,724,195.00	HU0006144508	15/04/2027
Common contents	$690,807.00	HU0006144508	15/04/2027
Public Liability	$20,000,000.00	HU0006144508	15/04/2027
Machinery breakdown	$50,000.00	HU0006144508	15/04/2027
Voluntary workers	$300,000.00	HU0006144508	15/04/2027
Fidelity Guarantee	$250,000.00	HU0006144508	15/04/2027
Lot Owners fixtures and improvements	$250,000.00	HU0006144508	15/04/2027

Notes

PART 3 : DOCUMENTS SUPPLIED

(a) Minutes of General & Committee Meetings of the Corporation for the last two years

(b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)

(c) Statement of Accounts of the Corporation last prepared

(d) All current policies of insurance taken out by the Corporation

(e) The Corporation Bylaws

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at STRATA DATA, 647 PORTRUSH ROAD GLEN OSMOND SA 5064 on any working day between 10:00am and 4:00pm. Phone 8372 2777 to make an appointment.

Statement Dated 21/07/2026

Signed for and on behalf of COMMUNITY CORPORATION 20189 INC.



John Shainu

BODY CORPORATE MANAGER

Please Note : Conveyancer's attention is drawn to the following :

The Community Titles Act requires that :

1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.

1.2 s114(7) "Payment of a contribution, instalment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.
(8) A contribution, instalment or interest may be recovered as a debt."
(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.

1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

The information provided in this certificate confirms any levies raised on our system at the time of issue. Please check with Strata Data to see if any recent meetings have taken place and/or special levies have been agreed to but not yet raised/generated on our system.

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777
Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE

(to be filled in only for new owners)

COMMUNITY CORPORATION 20189 INC.
50/9 EAST TERRACE ADELAIDE

SETTLEMENT DATE / / 20

UNIT OWNERS NAME

UNIT OWNERS ADDRESS

DATE & PLACE OF BIRTH (COMPANY TITLES ONLY)

CONTACT DETAILS HOME WORK

MOBILE EMAIL

CORRESPONDENCE TO OWNER / AGENT ACCOUNTS TO OWNER / AGENT (please circle)

Will this unit be rented Yes / No , if Yes then please complete the details below

RENTAL MANAGER/AGENTS

(if applicable)

ADDRESS

CONTACT PERSON

CONTACT DETAILS HOME WORK

MOBILE EMAIL

TENANT NAMES

CONTACT DETAILS HOME WORK

MOBILE EMAIL

CONVEYANCER ACTING ON BEHALF OF VENDOR

CONVEYANCER ACTING ON BEHALF OF PURCHASER

Should the need arise for us to make contact with the new owner, it is important for us to have a complete set of accurate and up to date contact details. Please ensure that we are provided with the new owners contact details including a contact phone number, on the form provided.

Thank you for your assistance in keeping our records up-to-date.

Minutes of the Annual General Meeting

Corporation	*COMMUNITY CORPORATION 20189 INC.*
Address	*9 EAST TERRACE, ADELAIDE*
Meeting Date	**25th of March, 2025 commencing at 6:00 PM**
Location	**278A Rundle St Adelaide, South Australia 5000**

Present in Person

Lot: 5 Ms Suzanne Johnson
Lot: 6 Mr Nigel Greaves And Ms Cassandra Walters
Lot: 9 Mr Ellias Gelios
Lot: 12 Mr Michael Porta
Lot: 31 Mr Paul Turley
Lot: 38 Dr Douglas Kewley
Lot: 40 Mr Ken Medhurst
Lot: 41 Ms Iryna Mazonka
Lot: 46 Ms Leanne Madison
Lot: 47 Ms Janette Snell
Lot: 52 Ms Louise Vlach
Lot: 62 Mr Ian Wilson
Lot: 63 Mr Bob Wiskich
Lot: 64 Mr Benito Cao Lopez, Ms Adela Alfonsi
Lot: 67 Ms Elizabeth Farrant
Lot: 68 Ms Lucy Kosch
Lot: 91 Mr & Ms Towers & Jie

Apologies

Nil

Present by Proxy

Lot: 4 Sonian Nelson Nominees Security Pty Ltd By Proxy To Strata Data
Lot: 7 Bruce Edward Hampel By Proxy To Strata Data
Lot: 8 Richard Lea By Proxy To Mr Bob Wiskich
Lot: 13 Beeong Reit Pty Ltd By Proxy To Strata Data
Lot: 16 Mrs K Jacobson By Proxy To Strata Data
Lot: 17 Dr Maria Giannacopoulos By Proxy To Ms Louise Vlach
Lot: 21 Ms Jennifer Harris By Proxy To Strata Data
Lot: 23 Ms Matilda Kyungsook Han By Proxy To Strata Data
Lot: 28 Mr & Mrs S P & K A Boras By Proxy To Strata Data
Lot: 32 Mr Clive Matthews By Proxy To Mr Bob Wiskich
Lot: 33 Mr Robert Williams By Proxy To Strata Data
Lot: 37 Mr Bernard Clifford By Proxy To Nigel Greaves
Lot: 39 Ms Margo Leatch By Proxy To Mr Ken Medhurst
Lot: 45 Cassandra Joan Haines By Proxy To Ms Calixta Cheers
Lot: 48 Mr John Fernandez By Proxy To Ms Janette Snell
Lot: 50 Stephen Harold Nelson By Proxy To Mr Bob Wiskich
Lot: 53 Under The Mattress Super Fund By Proxy To Strata Data
Lot: 54 Mr & Mrs C & G Bolton By Proxy To Strata Data
Lot: 55 Mr Steven James Kavanagh By Proxy To Strata Data
Lot: 59 Mr J D Odlum By Proxy To Strata Data
Lot: 65 Mr Dms- Jg Pty Ltd By Proxy To Strata Data

Lot: 73 Dr Sally Ann Downes By Proxy To Mr Max Downes
Lot: 74 Mr R C & S I Atf Condon Watts Investment Trust By Proxy To Strata Data
Lot: 77 Mr Glenn David Hammond By Proxy To Mr Bob Wiskich
Lot: 78 Ms Eiko Yokoyama By Proxy To Strata Data
Lot: 79 Mr & Mrs A & L A Newman By Proxy To Strata Data
Lot: 80 Mrs Carlene Coates By Proxy To Mr Bob Wiskich
Lot: 81 Ian Harris James By Proxy To Mr Bob Wiskich
Lot: 84 Mr Jim Litchfield By Proxy To Strata Data
Lot: 86 Mrs Pamela Joan Willoughby By Proxy To Strata Data
Lot: 87 Mr Gicio Pty Ltd By Proxy To Strata Data
Lot: 88 Mr Rod Gregory By Proxy To Strata Data
Lot: 89 Mr Stephen Henschke By Proxy To Mr Bob Wiskich
Lot: 90 D & K Mcllroy Nominees Pty Ltd By Proxy To Strata Data
Lot: 93 Ms Xiaoping Soong By Poa To Mr Mu Young

In attendance
John Shainu representing Strata Data

Quorum
The Body Corporate Manager advised that the Corporation had currently four un-financial lots with the payments due. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 6:10 pm.

Chairperson
It was resolved “that John Shainu of Strata Data assist the Presiding Officer by chairing the meeting.” *Carried Unanimously*

Confirmation of Minutes
It was resolved “that the minutes of the previous General Meeting(s), held on 7th of March, 2024 be accepted as a true and correct record of that meeting.” *Carried Unanimously*

Financial Report
It was resolved “that the statement of income and expenditure for the period Monday 01 January 2024 to Tuesday 31 December 2024 was reviewed, received and accepted as an accurate record of the corporation’s current financial standing.” *Carried Unanimously*

Public Officer
It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Financial Statement Audit
It was resolved “That the financial statement, as distributed with the meeting agenda, be audited as required by section 138 of the Community Titles Act.” *Carried Unanimously*

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website: https://www.stratadata.com.au/insurance/product-disclosure-statements/

Strata Data cannot provide advice as to the appropriate level of insurance. It is suggested that the Corporation arrange for an insurance valuation of the common areas to avoid a claim not being fully met due to the Corporation being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

The Body Corporate Manager informed the members present that the insurance was recently renewed, with the Committee making the decision on the renewal, as the building insurance was set to expire on 15th March 2025. Due to timing constraints between the renewal date and the Annual General Meeting, it could not be tabled at the meeting. It was resolved "that the insurance renewal date be extended to 15th April 2026, allowing owners the opportunity to review and vote on it at the meeting. Strata Data is to inform the insurer about the extension date for the renewal and do the endorsement accordingly." *Carried Unanimously*

It was resolved "that the sums insured be:

Building Insurance	$65,791,097.00
Common Area Insurance	$657,911.00
Public Liability Insurance	$20,000,000.00
Office Bearers Liability	$20,000,000.00
Catastrophe Insurance	30% of the building sum insured
Fidelity Guarantee	$250,000.00
Machinery Breakdown	$50,000.00
Excess	$5000.00 (Standard)
Renewal Date for these sums is	15/03/2026 (to be revised to 15/04/2026)
Last Valuation Date	04/03/2024
Last Valuation Sum	$65,791,097.00

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

Recently the building insurance was renewed though CHU direct as per the direction of the Committee." *Carried Unanimously*

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website https://www.stratadata.com.au/insurance/ or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors
The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors
A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)
A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors
A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Maintenance Requirements
Incident at Carpark
The Body Corporate Manager discussed an incident that occurred yesterday at the corporation, where a contractor's van, due to the height of materials stored inside, struck a sprinkler head in the parking lot. This caused flooding and triggered the building's alarm system. The Metropolitan Fire Service, along with the cleaners, fire contractor, and plumber, attended the site immediately to manage the situation and bring it under control.

The members were informed that the costs incurred would be on-charged to the owner, with the contractor's insurance expected to cover the expenses. The Body Corporate Manager also confirmed that the owners had been notified via email regarding the incident and associated costs.

Balcony Works Update
The Body Corporate was informed about the three quotes which were obtained for Balcony Works.

Contractor	Scope of work	Total Amount Inc GST
Duratec	Repairs to Apartment 6 & 11	$215,076.42
	Repairs to Apartment 1,2,4,5,6,7,8,10,11	Not available/provided
New Element Building Company	Repairs to Apartment 6 & 11	$137,225.00
Lead Construct	Repairs to Apartment 6 & 11	$104,761.80
	Repairs to Apartment 1,2,4,5,6,7,8,10,11	$254,509.20

After review, the Body Corporate agreed that apartments 6 and 11, as well as other apartments on the second level, should be prioritised for repairs. During the discussion, one of the members provided positive feedback on Lead Construct's workmanship and the quality of work delivered to another corporation.

It was resolved "that the members present accepted the quotation from Lead Construct for the repairs on the second level, amounting to $254,509.00, and approved their engagement for the work. That if any variations arise due to the expiry of the quotation, the Standing Committee will review and be empowered to approve the revised amount. That the project will be funded from the existing Sinking Fund." *Carried Unanimously*

Maintenance Condition and Safety Report
The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Community Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person's health and safety.

It was resolved "that in accordance with Section 75(1)(b) of the Community Titles Act the Body Corporate resolves to engage an appropriately qualified, insured and registered contractor to compile a report to identify the condition of Common Property and identify any hazard which may be deemed a risk to the health and safety of any person." *Carried Unanimously*

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

Approvals, Alterations & Additions
Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions
Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year.

The Body Corporate Manager tabled a budget with a total annual contribution of $390,000.00

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	$300,000.00
Sinking Fund	$90,000.00
Total Contribution	$390,000.00

This contribution is payable quarterly and divided by entitlement on 1st of July 2025.

Transferring a Term Deposit from Sinking Fund to Administration Fund
The members were informed that an Extraordinary General Meeting (EGM) will be conducted via postal ballot in due course. As part of the agenda, a resolution will be presented proposing the transfer of funds from the Sinking Fund to the Administration Fund, with a fully worded motion provided for owners to consider and vote on.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

Post meeting Notes
The Committee has decided to merge two near-expiring term deposits into one. The Treasurer will review the best available interest rate options. Please note that this is solely a merging of the two existing term deposits.

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers
Moved Mr Bob Wiskich Seconded Mr Max Downes “that Mr Benito Cao Lopez be appointed to the positions of Presiding Officer and Ms Louise Vlach Secretary and that Ms Lucy Kosch be appointed to the position of Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners is appointed.” *Carried Unanimously*

Committee Members
Ms Elizabeth Farrant
Mr Nigel Greaves
Ms Jie Towers
Mr Michael Porta

Appointment of Body Corporate Manager
It was resolved “That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate.” *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is $28,100 including GST.

Next Annual General Meeting
The next Annual General Meeting will be held on 24th March 2026 at 6:00 pm at Lenox Avenue, 278A Rundle Street, Adelaide, South Australia 5000.

Closure
There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 7:40 pm.



Minutes of the Annual General Meeting

Corporation	*COMMUNITY CORPORATION 20189 INC.*
Address	*9 EAST TERRACE, ADELAIDE*
Meeting Date	**24th of March, 2026 commencing at 6:00 PM**
Location	**278A Rundle Street Adelaide, South Australia 5000**

Present in Person

Lot: 6 Ms Cassandra Walters, Mr Nigel Greaves
Lot: 12 Mr Michael Della Porta
Lot: 14 Ms Brenda Dutschke
Lot: 38 Dr Douglas Kewley
Lot: 40 Mr & Mrs K J & P J Medhurst
Lot: 45 Cassandra Joan Haines
Lot: 46 Leanne Madison
Lot: 48 Mr John Peter Fernandez
Lot: 52 Ms Louise Dagmar Vlach
Lot: 55 Mr Steven Kavanagh, Mrs Antonella Kavanagh
Lot: 64 Ms Holly Mcilroy, Mr Derek Mcilroy
Lot: 68 Lucy Josephine Kosch
Lot: 90 D & K Mcilroy Nominees Pty Ltd
Lot: 91 Ms Jie Towers

Apologies

Lot: 9 Ellias Paul Gelios
Lot: 73 Dr Sally Ann Downes by Proxy to Mr Max Downes
Lot: 85 Dr Hin-Seak Leng by Proxy to Mr Paul Turner (Real Estate Partners)

Present by Proxy

Lot: 1 Ms Amber Ochota by Proxy to Strata Data
Lot: 4 Sonian Nelson Nominees Security Pty Ltd by Proxy to Strata Data
Lot: 5 Suzanne Edna Johnson by Proxy to Mr Nigel Greaves
Lot: 8 Richard Maclure Lea by Proxy to Strata Data
Lot: 13 Beeong Reit Pty Ltd by Proxy to Strata Data
Lot: 16 Mrs K Jacobson, Mr Paul Johnson by Proxy to Strata Data
Lot: 17 Dr Maria Giannacopoulos by Proxy to Ms Louise Vlach
Lot: 19 Bin He by Proxy to Ms Jie Towers
Lot: 21 Ms Jennifer Harris by Proxy to Strata Data
Lot: 24 MR Paul Nicholas Dear by Proxy to Strata Data
Lot: 28 MR & MRS S P & K A BORAS by Proxy to Strata Data
Lot: 29 Dr N Yasin by Proxy to Ms Jie Towers
Lot: 31 Paul Turley by Proxy to Strata Data
Lot: 32 Mr Clive Matthews by Proxy to Mr Nigel Greaves
Lot: 33 Ms Allison Williams by Proxy to Mr Nigel Greaves
Lot: 37 Mr Bernard Clifford by Proxy to Strata Data
Lot: 39 Ms Margo Leatch by Proxy to Mr Ken Medhurst
Lot: 44 Mr Gregory Graham by Proxy to Strata Data
Lot: 47 Ms Janette Snell by Proxy to Mr John Fernandez
Lot: 50 Stephen Harold Nelson by Proxy to Strata Data
Lot: 53 Under the Mattress Super Fund by Proxy to Strata Data
Lot: 59 Craig Stewart Freeman by proxy to Mrs Wilhelmina Derks
Lot: 61 Mr Maurice Mcshane by Proxy to Strata Data
Lot: 62 Mr Ian Donald Wilson by Proxy to Ms Brenda Dutschke
Lot: 63 Mr R L Wiskich by Proxy to Ms Brenda Dutschke
Lot: 65 Mr DMS- JG Pty Ltd by Proxy to Strata Data
Lot: 66 Mr Robert Kennett by Proxy to Strata Data

Lot: 67 Ms Elizabeth Farrant by Proxy to Ms Lucy Kosch
Lot: 76 Mr Gertraud Dean by Proxy to Strata Data
Lot: 79 Mr & Mrs A & L A Newman by Proxy to Strata Data
Lot: 80 Mrs Carlene Coates by Proxy to Strata Data
Lot: 81 Ian Harris James, Judith Ann James by Proxy to Mr Nigel Greaves
Lot: 82 Mr Hsu-En Lee by Proxy to Ms Jie Towers
Lot: 84 Mr Jim Litchfield, Mrs Tazuko Litchfield by Proxy to Strata Data
Lot: 86 Mrs Pamela Joan Willoughby by Proxy to Strata Data
Lot: 87 Mr Gicio Pty Ltd by Proxy to Strata Data
Lot: 88 Mr & Mrs Rod & Toni Gregory by Proxy to Strata Data
Lot: 89 Mr Stephen Henschke by Proxy to Strata Data
Lot: 93 Ms Xiaoping Soong by Proxy to Strata Data

In attendance
John Shainu representing Strata Data

Quorum
The Body Corporate Manager advised that the Corporation had currently two un-financial lots with the payments due. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 6:23 pm.

Chairperson
It was resolved “that John Shainu of Strata Data assist the Presiding Officer by chairing the meeting.” *Carried Unanimously*

Confirmation of Minutes
It was resolved “that the minutes of the previous General Meeting(s), held on 25th of March, 2025 be accepted as a true and correct record of that meeting.” *Carried Unanimously*

Financial Report
It was resolved “that the statement of income and expenditure for the period Wednesday 01 January 2025 to Wednesday 31 December 2025 was reviewed, received and accepted as an accurate record of the corporation’s current financial standing.” *Carried Unanimously*

Financial Statement Audit
It was resolved “That the financial statement, as distributed with the meeting agenda, be audited as required by section 138 of the Community Titles Act.” *Carried Unanimously*

Note: The members present advised that last year’s Audit Report be circulated together with the Minutes for the purpose of owners’ records.

Review of Sums Insured
General Advice Warning
Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd’s Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website: https://www.stratadata.com.au/insurance/product-disclosure-statements/

Strata Data cannot provide advice as to the appropriate level of insurance. It is suggested that the Corporation arrange for an insurance valuation of the common areas to avoid a claim not being fully met due to the Corporation being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from XXX separate insurers, inclusive of the current insurer. The current insurer also included a suggested Insurance increase of 10% as well as the cost of the policy should the Corporation choose to increase the sum insured by 10%.

The Body Corporate resolved to have an insurance valuation and instructed Strata Data to endorse the insurance policy at the valued amount or the existing level of sum insured, whichever is greater.

It was resolved "that the sums insured be:

Building Insurance	As per Valuation (the current sum $69,080,652.00)
Common Area Insurance	$690,807
Public Liability Insurance	$20,000,000.00
Office Bearers Liability	$20,000,000.00
Catastrophe Insurance	$20,724,195
Fidelity Guarantee	$250,000
Machinery Breakdown	$50,000
Excess – Standard	$5,000
Excess – Water Damage/Burst Pipes	$10,000
Renewal Date for these sums is	15/04/2026
Last Valuation Date	04/03/2024
Last Valuation Sum	$65,791,097.00

Excess may be subject to change at next renewal.

Flood Cover
The policy currently includes flood cover.

Strata Data was appointed to place this insurance with CHU direct on behalf of the Corporation." *Carried Unanimously*

Maintenance Requirements
Balcony Repairs Update The Body Corporate Manager advised the members present that, during the previous financial year, the Corporation completed the first phase of works, which included Apartments 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11. It was further noted that, in the current year, the Corporation intends to undertake works relating to the balcony railings of Apartments 1, 11 and 16, together with balcony repairs to Apartment 57. The committee will also undertake an assessment of additional apartments for inclusion in the second phase of works. Owners will be notified in due course to facilitate access and provide any necessary information.

Other Relevant Business
Various Maintenances

- **Lift upgrades and maintenance**
  The members discussed the condition of the lifts, noting that a breakdown in 2024 resulted one of the lift being inoperable for a few weeks due to the unavailability of required materials within the state. Following consideration, the Corporation requested that a comprehensive report be obtained for both lifts through the current contractor outlining the condition of both lifts, together with recommendations regarding the stocking of critical materials and any upgrade requirements to minimise future downtime.

- **Stormwater Gutters replacement**
  The members noted that the Corporation undertook gutter replacement works to the southern side of the building in 2024. It was further noted that the second phase of gutter replacement to the opposite side requires investigation.Following discussion, it was agreed that Strata Data will contact Adelaide Plumbing (Steve) to inspect the condition of the gutters and provide advice as to whether further replacement works are required.

Transfer of Funds (Internal Fund)
It was resolved "that a sum of $70,000.00 be transferred from the Sinking Fund to the Administration Fund to assist with cash flow requirements and maintain adequate liquidity for the Corporation's ongoing operational expenses." *Carried Unanimously*

Balcony Cleaning and Upkeep
The members discussed the importance of maintaining balcony areas in a clean and tidy condition, including ensuring that areas surrounding stormwater drainage points are kept free from dirt, debris and obstructions. It was agreed that Strata Data will issue a notice to all owners and residents as a reminder to keep balcony areas clean and to ensure that stormwater drains remain clear at all times.

Fire/Smoke Alarms
The members noted that not all apartments are connected to the Metropolitan Fire Service system and that individual apartments are fitted with smoke alarms. Concerns were raised that the batteries in some smoke alarms may not have been replaced for an extended period. Following discussion, it was resolved "that Strata Data obtain quotations and engage a suitably qualified contractor to attend all apartments, in coordination with the building caretaker, to inspect the smoke alarms, replace batteries as required, and provide certification." *Carried unanimously*

Approvals, Alterations & Additions
Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions
Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year.

The Body Corporate Manager tabled a budget with a total annual contribution of $405,000.00

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	$315,000.00
Sinking Fund	$90,000.00
Total Contribution	$405,000.00

This contribution is payable quarterly and divided by entitlement on 1st of July 2026.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers
It was resolved "that Mr Michael Della Porta be appointed to the positions of Presiding Officer and Ms Louise Vlach Secretary and that Ms Lucy Kosch be appointed to the position of Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners is appointed." *Carried*

Unanimously

Committee Members
Ms Elizabeth Farrant
Mr Nigel Greaves
Ms Jie Towers
Mr Craig Freeman

Appointment of Body Corporate Manager
It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate." *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is $29,224 including GST.

Next Annual General Meeting
The next Annual General Meeting is scheduled for 23rd March 2027 at 6:00 pm. The venue is to be confirmed; however, the body corporate has indicated a preference for the meeting to be held at Cinema Palace.

Closure
There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 7:45 pm.

Encl: Report from the outgoing Presiding Officer



Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE
12th August 2024 commencing at 17:30 PM
278A Rundle St Adelaide, South Australia 5000

Present
Ms Adela Alfonsi - Member
Ms Elizabeth Farrant - Treasurer
Mr Nigel Greaves - Secretary
Mr Clive Matthews – Member
Ms Jessica Towers - Member
Mr Bob Wiskich - Presiding Officer
Mr Mu Young – Member

Absent: Nil
Present by Proxy: Nil

Quorum
The Chairperson declared that a quorum was in attendance and the meeting opened at 17:35.
Meeting items from agenda

Agenda:

Confirmation of previous meeting's minutes held at 16/05/2024 - It was moved by Mr Bob Wiskich “that the minutes of the previous committee meetings, held on 16th May 2024 be accepted as true and correct records of those meetings.” CARRIED.

1. Insurance Excess:

Strata data provided updated advice on responsibility for insurance excess: excess shouldn’t be passed on to lot owners except in cases of gross negligence unless bylaws are amended. Excess claims have not been passed on to lot owners for the last three years. Bylaws relating to maintenance responsibilities and negligence, and responsibility for insurance excess charges to be reviewed – Clive to action.

2. Electrical:

Travis has installed sunset sunrise lights, new sensor lights in the foyer are not being used as they are too powerful and will interfere with sunset sunrise lights, replacement sensor lights have been ordered, lockable power outlets have been ordered for common areas.

3. Gardens:

The issue with the irrigation controller has been fixed. Concerns were raised over the health of some of the palm trees. It was suggested that we consider planning for the replacement of some palm trees in case of disease and for diversification. Elizabeth to talk to Bret/Andrew.

4. Finances:

$100,000 has been moved from the admin fund to the sinking fund and split into two $50,000 term deposits, one of the term deposits is to be reallocated to the admin fund at the AGM.

5. Balconies:

Adela has completed a matrix of quotes received to repair the balconies.

As the total cost is likely to be close to the balance of the sinking fund it was suggested the works and cost of the work be spread over 5 years with the two most badly affected balconies repaired first.

Adela will consult Duratec, and Mu will consult New Element, to confirm they can undertake the work in stages. Elizabeth suggested we also obtain a quote from Lead Construct who are currently doing the pool repair work in her building, Bob will contact Lead Construct to request a quote for units 6 and 11.

6. Cracking Inspections:

Cracks were inspected two years ago and hadn't moved since previous inspection. Jessica to organize another inspection, Bob to show where to inspect.

7. Fobs and Keys:

Bob to share matrix of suggested prices for issuing new fobs and keys.

A letter is to be sent out at the next AGM to alert owners to the plan to audit and disable unused fobs – letter should come from Strata Data

8. Display Cabinet:

A QR code to display the bylaws has been put in the display cabinet. Elizabeth has shared a copy of the Residents Handbook and Nigel will put a QR code link to this document in the display cabinet as well.

9. General Business.

Elizabeth has created documents to be used to notify residents leaving personal property in common areas.

A resident using a neighbours carpark has been identified and warned that they will receive a fine if they do it again, Bob will add a slide to the screen in the foyer reminding residents they may be fined for using a neighbour’s car park without permission.

The next meeting, previously scheduled or October 3rd will be rescheduled to accommodate committee members unable to attend on this date.

There being no further discussions the presiding officer closed the meeting at 18:59.

Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE
10h October 2024 commencing at 17:30 PM
278A Rundle St Adelaide, South Australia 5000

Present
Ms Adela Alfonsi - Member
Ms Elizabeth Farrant - Treasurer
Mr Nigel Greaves - Secretary
Ms Jessica Towers - Member
Mr Bob Wiskich - Presiding Officer

Apologies:
Mr Clive Matthews – Member
Mr Mu Young – Member

Absent: Nil
Present by Proxy: Nil

Quorum
The Chairperson declared that a quorum was in attendance and the meeting opened at 17:32

Meeting items from agenda

Agenda:

1. **Previous Minutes Review**

Confirmation of previous meeting's minutes held on 12/08/2024 - It was moved by Mr Bob Wiskich “that the minutes of the previous committee meetings, held on 12th August 2024 be accepted as true and correct records of those meetings.” Seconded by Ms Elizabeth Farrant, Carried.

2. **Balconies**

The committee has received updated quotes from Duratec and New Element and is waiting for a quote from Lead Construct. Bob has provided Lead Construct with the engineer’s report and addendum. Need to clarify the Duratec quote includes flashing. The committee plans to provide options at the next AGM.

Adela to advise Duratec we are taking proposal to the AGM.

Bob to follow with Lead Construct.

3. **Cracking inspection**

Jessica has looked at engineers available to perform the inspection. When the preferred engineer is available she will make herself abailable to assist with the inspection. Two

cracks and wearing of the concrete near the carpark entrance and crack on a column near the carpark exit to be inspected. Expense to be charged to sinking fund.

4. **Electrical**

Keyed isolation switches have been installed in the carpark, Brett has the key. New shaded lamps have been ordered for the courtyard. Cameras in the lifts will be updated in the coming weeks.

5. **Bylaws and Handbook**

A QR code to access the residents handbook has been put on the notice board. Nigel will also put the code up in the display cabinet and update the handbook for approval at the next meeting.

6. **Fobs and Keys**

Bob has made a document setting out the suggested allowable number of keys and fobs for each appartment. The committee suggested increasing the pricing of building fobs to $75.00, Garage fobs to $150, and stairwell keys to $150, and giving Brett the authority to approve or deny requests for extra keys or fobs.

7. **Finances**

Admin fund balance is $132,414.82, Telstra tower income has been received by Strata Data but they are waiting for documentation before adding it to the admin fund. Sinking fund balance is $1,361,173.19. Elizabeth suggested consolodating some of the term deposit accounts.

8. **General**

Insurance – Bob suggested approaching some insurance companies for quotes, Bob, Adela, and Jessica to action. Clive's update on insurance excess issue rescheduled for next meeting.

Fish pond – Elizabeth suggested replacing the netting over the fish pond with more discreeet netting, committee decided to wait to see if the kookaburra continues to be a problem.

Lifts – Both lifts have been out of order and one lift is still not working, JPS have ordered one replacement part but no spare. Bob suggesting looking at other lift maintenance providers. Adela to contact John Shainu to get a copy of the JPS contract.

There being no further discussions, the presiding officer closed the meeting at 18:48.

Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE
4th December 2024 commencing at 17:30 PM
9 East Terrace Adelaide, South Australia 5000

Present
Ms Adela Alfonsi - Member
Ms Elizabeth Farrant - Treasurer
Mr Nigel Greaves - Secretary
Ms Jessica Towers - Member
Mr Bob Wiskich - Presiding Officer

Apologies:
Mr Clive Matthews – Member
Mr Mu Young – Member

Absent: Nil
Present by Proxy: Nil

Quorum
The Chairperson declared that a quorum was in attendance and the meeting opened at 17:34

Meeting items from agenda

Agenda:

1. **Previous Minutes Review**

Confirmation of previous meeting's minutes held on 10/10/2024 - It was moved by Mr Bob Wiskich “that the minutes of the previous committee meetings, held on 10th October 2024 be accepted as true and correct records of those meetings.” Seconded by Ms Elizabeth Farrant, Carried.

2. **Electrical**

New shaded lamps have been installed in the courtyard.

3. **Cracking inspection**

The engineer has inspected the cracks and we are waiting for his report. Jessica reported the enginerr advised the wall in the courtyard is heritage listed so can’t be repaired unless siginificantly damaged. Engineer has verbally recommended settlement defraction cracks not be fixed as they are cosmetic and repair work could cause further damage.

4. **Balcony works**

Bob has spoken to Lead Construct and they have looked at some balconies and are expected to send a quote next week. They suggest repairing a small number of balconies and assess the effectiveness of repairs after a year. Adela suggested taking all of the

current quotes to the engineers for advice. Bob suggested taking a table of options to the AGM

5. **Lifts**

Lifts are expected to be running tomorrow. Bob suggested a post incident review with JPS to assess why the repairs took three months to complete, what can be done differently next time, and if the maintenance subscription fee is appropriate given that one of the lifts hasn't had any work done on it for three months.

We don't know yet if we will be charged separately for the part required to get the lift working again or if it will be covered by the normal fee, we also don't know if we will be charged for the part which JPS ordered that didn't fit.

6. **Glazing**

Adela has posted information to Jandi about glazing options and will take a plan for glazing options to the AGM to present to other owners considering installing double glazing. Frame colour will need to be prescribed.

7. **Finances**

Admin fund balance is $129,772.11, sinking fund balance is $1,370,411.55. Telstra tower income is now in admin fund.

8. **General**

Nigel suggested changes to the residents handbook to match signage in the building and change a reference to ETSA to SA Power Networks. Committee agreed.

Bob will share a pricing spreadsheet for fobs and keys. A resident has suggested a payment for returning unused fobs and garage fobs. Committe rejected.

The AGM will be planned for March, the most likely date is the Tuesday after the end of Fringe. Lenox Avenue have been approached and are happy to host the meeting.

The next committee meeting is planned for February 5th.

There being no further discussions, the presiding officer closed the meeting at 18:32.

Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE
23rd February 2025 commencing at 4 PM
9 East Terrace Adelaide, South Australia 5000

Present
Ms Adela Alfonsi - Member
Ms Elizabeth Farrant - Treasurer
Mr Nigel Greaves - Secretary
Mr Bob Wiskich - Presiding Officer
Mr Mu Young – Member

Apologies:

Ms Jessica Towers - Member

Absent:
Mr Clive Matthews – Member

Present by Proxy: Nil

Quorum
The Chairperson declared that a quorum was in attendance and the meeting opened at 16:09.

Meeting items from agenda

Agenda:

1. **Previous Minutes Review**

Confirmation of previous meeting's minutes held on 04/12/2024 - It was moved by Mr Bob Wiskich “that the minutes of the previous committee meetings, held on 4th December 2024 be accepted as true and correct records of those meetings.” Seconded by Ms Adela Alfonsi, Carried.

2. **Finances**

Elizabeth reported the admin fund balance is $153,886.82 and the sinking fund balance is $1,404,808.87, proposed to leave fees as are.

Term deposits are to be combined, approval at the AGM isn’t needed.

3. **Balcony**

We now have three quotes which are similar in price, each quote is about $250,000 to do floor 3. The option to do nothing, repair a subset of the balconies, repair all balconies on a floor, or repair all balconies to be taken to the AGM. Choice of vendor for repairs to be taken to AGM. There was a motion to clarify future responsibilities for balconies.

4. **Gardener**

Brett recommends accepting the cheapest quote on a 12 month contract, he will monitor the gardener’s work. Bob to follow up to check this option includes annual fertilizing.

5. **AGM**

Lenox Avenue has been booked as the venue for the AGM on the 25th of March

6. **Carparks**

Misuse of parking spaces including storing items and leaving rubbish in parks to be raised at AGM. Owners of cars seen using a parking space without permission for the first time will be issued a warning, fines starting from $55 will be issued from the second time.

7. **General discussions**

Jessica to call owners to encourage attendance or proxies at the AGM.

There being no further discussions, the presiding officer closed the meeting at 17:07.

Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE

Tuesday 8th April 2025 commencing at 6:00 pm

Present:
Mr Benito Cao Lopez - Presiding Officer/Chair
Ms Lucy Kosch – Treasurer
Ms Louise Vlach – Secretary
Mr Michael Della Porta - Member
Ms Elizabeth Farrant - Member
Mr Nigel Greaves - Member
Ms Jessica Towers - Member

Apologies:
Nil

The Chairperson declared that a quorum was in attendance and the meeting opened at 6:03 pm

Meeting Items from Agenda

1. **Review of Minutes of the Previous Meeting.**
   It was moved that the minutes of the Committee Meeting on 23 February 2025 were a true and correct record of the meeting.
   Moved: Elizabeth Farrant
   Seconded: Nigel Greaves
   Carried

2. **Communication**
   Committee members agreed to use the chat feature Jandi for communication.
   Benito will set up folders for discussion topics, including the Balcony Repair execution.

3. **Carparking misuse**
   There has been an increase in incidents of people parking in the wrong space without the owner's permission. The bylaws are clear on parking (9.1), and we have the option to impose a fine of up to $500.

   Committee members decided that offenders will be warned once and fined on the 2nd incident. Strata Data will send the invoice for the fine.

   Action: The procedure around carpark misuse will be communicated at the next AGM.

4. **Finances**
   Term Deposits
   The Strata currently has nine term deposits. There are two that matured in March. These should be amalgamated to reduce fees. Strata Data will need to be reminded to do this.

Action: Lucy to tell John Shainu to organise to amalgamate the two term deposits.

Building Accounts and Costs

Lucy identified two items in the building accounts and

Action: Lucy to ask Strata Data if the line item for 'building phone' is for the CCTV line.

Action: Lucy to ask about the amount of $1000 that was transferred to the sinking in February.

5. **Balcony Project**

The Balcony upgrade was agreed to at the AGM. The Committee agreed that Strata Data should commence this project asap.

Benito will:

- Initially discuss the project with Lead Construct.
- Discuss the project with Bret for insight on how to run the project.
- Then meet with Bret, John Shainu and Lead Construct together to discuss commencement of the project.

If an apartment owner refuses to allow access for the balcony repairs, they will need to sign a waiver. Strata Data/John Shainu will supply a waiver covering risks and liability.

Action: Commence the process and see if any owners oppose the balcony upgrades. It is Strata Data's responsibility to inform the apartment owners.

6. **PO Delegate**

Benito will be away in May and June. 2025. Lucy Kosch and Louise Vlach will be contacts in Benito's absence.

Fobs and Keys from previous members

Committee members will need fobs and keys to access the building.

Action: Contact former committee members to any collect fobs and keys still in their possession and then order any additional fobs and keys from Strata Data.

7. **Foyer Seats to be cleaned**

The fabric on the seating in the building foyer is significantly stained. Committee members discussed options for cleaning the fabric. The wooden bench in the passageway between the entrance foyer and main building is no longer attached to the ground.

Action: Jessica has a carpet cleaner and will attempt to clean the fabric on the seats. She will be reimbursed for costs.

Action: Ask Bret to secure wooden chair in foyer

8. **Lifts**

Recent problems with the lifts and the need to have them upgraded will be discussed at the next Committee meeting. Members noted that the lifts have been upgraded in the last eight years.

Jessica mentioned that the strata group at the apartments in Bank Street are very pleased with the costs and service for their recent lift upgrade.

Action: Benito will ask Bob Wiskich for information about the previous upgrade.

Action: Jessica will get information on company that replaced lifts in Bank Street.

9. **Any other business**

Future Committee Meetings

It was agreed to hold meetings on Tuesdays at 6:00 pm on the following days:

- 29th July 2025
- 7th October 2025
- 25th November 2025
- 3rd February 2026

There being no other business, the meeting was closed at 7:00 pm.

Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE

Tuesday 5th August 2025 commencing at 6:00 pm

Present:
Mr Benito Cao Lopez - Presiding Officer/Chair
Ms Lucy Kosch – Treasurer
Ms Louise Vlach – Secretary
Mr Michael Della Porta - Member
Ms Elizabeth Farrant - Member
Mr Nigel Greaves - Member
Ms Jessica Towers - Member

Apologies:
Nil

The Chairperson declared that a quorum was in attendance and the meeting opened at 6:05 pm
Meeting Items from Agenda

1. **Review of Minutes of the Previous Meeting**
   It was moved that the minutes of the Committee Meeting on 8 April 2025 were a true and correct record of the meeting.
   Moved: Benito Cao
   Seconded: Jessica Towers
   Carried

2. **All-access Key /Fob**
   All committee members have received keys and fobs, except for Louise Vlach. She will contact Bret to arrange

3. **Telstra Phone Tower Facility**
   Telstra have submitted a new proposal to place a mobile phone tower on the building roof and are requesting a signature on a deed of surrender for the previous agreement and approval of a new lease starting 1 October 2025.

   The engineering plans have changed from original approval despite the lease structure remaining the same. It was noted that the previous installation caused damage to one of the apartments.

   The Committee decided against approving Telstra's proposal without expert assessment due to past installation damages affecting apartment integrity and issues with exhaust vents in the car park.

   Action: Benito to compile a list of engineering experts from Bob, John, and Jessica's recommendations with the aim of engaging an engineer to review Telstra’s plans.

Action: Lucy and Louise to compare the two lease proposal documents and identify differences, if any.

4. **Finances**

Lucy advised that the financial report shows total funds at approximately $1.5 million, with $950,000 in term deposits.

The issues with the NAB term deposit are ongoing, with $270,000 sitting in Strata Data trust account earning lower interest. There is an estimated $4,700 interest loss (minus a $1,700 reimbursement).

There have been issues around setting up an NAB profile to access the accounts, as committee members are not NAB customers.

Action: Benito or Lucy will set up an NAB profile.

Two Macquarie term deposits are maturing this week and will be combined. We will need to decide on term deposit reinvestment duration (6-12 months) depending on available rates.

5. **Balcony Project**

The Balcony renovation project is scheduled to start in October with a 10-week timeline.

Bret, John Shainu and Diako Abraham (Lead Construct manager) met in July around project coordination. John and Strata Data will develop a communication strategy for to advise residents of the project logistics.

Nigel suggested that affected residents be offered storage space in the building for items on their balconies during the construction work.

Action: Nigel will Ask Brett about available storage space for residents' balcony items during renovation

6. **Foyer Seats**

Cleaning the foyer seats will be postponed until after winter.

7. **Evacuation Procedures in case of fire in the building**

At a recent social gathering some Botanic Apartment residents expressed concern about the recent fires, including not hearing a fire alarm. Louise suggested that the committee communicate the current fire and evacuation procedures to residents to reassure them that the current procedures are effective.

Elizabeth told the committee that the building may a lack comprehensive fire alarm system due to its age. Individual apartments have hardwired alarms with battery backups.

The committee members agreed on a two-part approach:

1. Producing an educational document about the building's fire systems and emergency procedures for all residents.
2. Developing a voluntary self-identification system for vulnerable residents who may require assistance evacuating in the event of an emergency.

Action: Committee members to research existing emergency procedures with Bret.

Action: Lucy and Louise to draft emergency evacuation education document for committee review

8. **Communication of By Law Breaches**
   The recent Airbnb bylaw violation was addressed by Strata Data with formal letter to residents, reminding them of the existing rules.

   The committee was satisfied with the way that Strata Data handled the Airbnb matter.

9. **Any other business**
   There being no other business, the meeting was closed at 6:55 pm.

Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE

Wednesday 15th October 2025 commencing at 6:00 pm

Present:
Mr Benito Cao Lopez - Presiding Officer/Chair
Ms Lucy Kosch – Treasurer
Ms Louise Vlach – Secretary
Mr Michael Della Porta - Member
Ms Elizabeth Farrant - Member
Mr Nigel Greaves - Member

Apologies:
Ms Jessica Towers - Member

The Chairperson declared that a quorum was in attendance and the meeting opened at 6:04 pm

Meeting Items from Agenda

1. **Review of Minutes of the Previous Meeting.**
   The Chair asked that it be noted in the minutes that the committee are satisfied with Strata Data's actions around the Air BnB matter.

   It was then moved that the minutes of the Committee Meeting on 5th August 2025 were a true and correct record of the meeting.
   Moved: Benito Cao Lopez
   Seconded: Nigel Greaves
   Carried

2. **Balcony Project**
   The project is going ahead. Benito Cao Lopez summarised the processes around the project:
   - Strata Data has commenced contacting apartment owners.
   - The tile selection has been finalised, with the final selection chosen for high slip resistance and a close colour match to the existing building tiles.
   - Apartment air conditioners will be decommissioned and attached to the building walls during the balcony repairs and replaced at ground level once the work is completed.
   - Unit 4 will incur costs to remove the structure on the balcony.
   - Owners can leave their balcony plants in the atrium and balcony furniture in storage rooms as appropriate.

   The first payment installation for the project has been requested and approved.

3. **Telstra Structure Update**
   Contract

After the review of the updated Telstra contract by Benito Cao Lopez, Lucy Kosch and Louise Vlach, Benito Cao Lopez requested Telstra correct Clause 12 in the contract. The contract has been updated with the correct clause.

Decision: That the Committee agree to approve the new lease and deed of surrender.
Moved: Benito Cao Lopez
Seconded: Michael Della Porta
Carried.

Engineer's Report

Alex Sitaris of Genesis Consulting Engineers has prepared the engineering report on behalf of the committee.

Telstra have agreed to pay for the report.

The report suggests changes to make the antenna structure more rigid and less prone to dynamic movement. A draft of the report has been approved. Alex Sitaris and the Telstra engineer will meet this week.

4. **Finances**

Building Accounts

Lucy Kosch has reviewed the financial records. There is currently approx. $66,000 in the administrative account and approx. $524,000 in the sinking account.

Term Deposits

There is currently around $965,000 in term deposits. The August roll over has been completed.

Action: Lucy Kosch to provide financial reports to committee members.

In order for the committee to consolidate term deposits, two committee members will need to provide identifying information to NAB.

Action: The secretary and another committee will provide their details to the NAB.

5. **Evacuation Procedures for Building**

Deferred to the next meeting.

6. **Lifts**

The Committee agreed to explore replacing the lifts after the Balcony Project is completed, noting that issues arise with repairing the lifts as the component parts are obsolete.

A resident contacted Strata Data about broken lift buttons. Benito Cao Lopez authorised the purchase of a set of replacement buttons.

7. **Any other business**

7.1 Nigel Greaves raised the issue of illegal parking in Botanic Lane and suggested requesting that Adelaide City Council make Botanic Lane a tow-away zone.

Decision: Nigel Greaves to contact Adelaide City Council regarding Botanic Lane.
Moved: Nigel Greaves.
Seconded: Benito Cao Lopez
Carried.

7.2 Elizabeth Farrant noted that the wooden bench in the courtyard is weathering and needs to be revarnished.

Action: Michael Della Porta to ask Bret to arrange revarnishing the bench.

There being no other business, the meeting was closed at 6:45 pm.

Minutes of the Committee Meeting

COMMUNITY CORPORATION 20189 INC.
9 EAST TERRACE, ADELAIDE

Monday 2nd February 2026 commencing at 6:00 pm

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1. **Present:**
   Mr Benito Cao Lopez - Presiding Officer/Chair
   Ms Lucy Kosch – Treasurer
   Ms Louise Vlach – Secretary
   Mr Michael Della Porta - Member
   Ms Elizabeth Farrant - Member
   Mr Nigel Greaves - Member

   Apologies:
   Ms Jessica Towers – Member

The Chairperson declared that a quorum was in attendance and the meeting opened at 6:06pm

Meeting Items from Agenda

1. **Review of Minutes of the Previous Meeting.**
   It was moved that the minutes of the Committee Meeting on 15th October 2025 were a true and correct record of the meeting.
   Moved: Benito Cao Lopez
   Seconded: Michael Della Porta
   Carried

2. **Finances**
   Lucy Kosch presented the finance papers, noting that balances are lower due to the balcony project.
   The issues with term deposits at Macquarie Bank and Bendigo Bank have been fixed.
   The committee needs to address issues with the NAB.

   Action: Lucy Kosch to ask Dale Prichard of Strata Data for recommendations of another bank

3. **Revarnishing Wooden Bench**
   Completed.

4. **Balcony Project**
   The work on the balconies and paving is completed. 70% of the Balcony Project costs have been paid to the contractor. The final payment will be made after some minor remediation work has been completed, including fixing displaced bricks the balcony of apartment 57.

   John Shainu has asked the structural engineer to inspect the balustrades on the balconies of apartments 1, 11 and 16. We will receive an invoice for this inspection.

Decision: Nigel Greaves will be the contact person for the balcony project. Lucy Kosch will be included in any communications so she can manage financials.

5. Telstra Phone Tower

The conversation with the engineers regarding installation of the Telstra Tower is ongoing. Email correspondence regarding Telstra will be saved in Jandi.

A core sample of the roof slab will be taken to determine it will support the weight of the tower. The proposed tower height needs to be reviewed to ensure there is not excessive movement with the wind.
The fire ratings of the tower will also be checked.

The committee will not sign off on the tower design until the structural engineer Alex Sitaras of Genesis Consulting Engineers is satisfied with the specifications.

Telstra paid for the initial engineer's report. We have incurred costs of $260 for a meeting with the engineer to review Telstra's response to the report. The engineer will provide a written report which will incur an additional cost.

Decision: Michael Della Porta will be the contact person for the Telstra project. Lucy Kosch will be included in any communications so she can manage financials.

6. **Solar Panels and Battery Capacity**

In progress.

Decision: Elizabeth Farrant will be the Committee's contact person for further work on installing additional solar panels and batteries.

7. Support Table in Common Area.

Committee members discussed a complaint about a table in a common area which has been placed adjacent to an apartment door. The committee has been advised that the table is used by a resident as a mobility aid.

Action: Lucy Kosch to direct Strata Data to write a letter to the relevant resident, asking them to provide a support letter from a medical practitioner confirming that the support table is a mobility aid.

8. Delivery Vehicles

The committee received correspondence from a resident requesting solutions to delivery vehicles blocking the driveway in Botanic Lane. Nigel Greaves has previously sought information from Adelaide City Council around this issue.

Action: Nigel Greaves to contact Adelaide City Council to discuss options.

9. Internet drop out

The committee received correspondence from a resident questioning the quality of building's internet infrastructure. It was noted that the NBN Building node has been updated and that the resident's internet issues could be caused by their internet provider or modem.

Action: Elizabeth Farrant to contact the resident to discuss solutions for their internet issues.

10. Other Projects

10.1 Cleaning of Foyer Seats
Deferred

10.2 Evacuation Procedures
Deferred

10.3 Presiding Officer
Settlement of the sale of Benito Cao Lopez's apartment is due to take place 12 February. He will no longer be Presiding Officer or a member of the Committee from that date. A new Presiding Officer will be appointed at the next AGM 24 March 2026

11. Planning for AGM

The AGM will be held on 24th March 2026

Action: Benito Cao Lopez will ask Jessica Towers to contact people who haven't responded to the AGM invitation and ask them to attend or nominate a proxy.

Action: Lucy Kosch to contact John Shainu to get copies of the AGM financial records.

12. Any other business

The committee discussed the additional work that caretaker Bret Skeer performed to ensure the success of the Balcony Project, which included working did lots for the balcony project and worked extra hours.

Decision: The committee proposed that Strata Data pay a $5000 bonus to Bret Skeer of BJ Caretaking in recognition of Bret's commitment and extra work performed with the balcony project.

Proposed: Benito Cao Lopez

Seconded: Accepted unanimously.

There being no other business, the meeting was closed at 7:19pm

STRATA DATA

Summary Financial Statement

COMMUNITY CORPORATION 20189 INC.
Address: 9 EAST TERRACE ADELAIDE, South Australia 5000
ABN: 88196543270

INCOME & EXPENDITURE STATEMENT
BETWEEN 01/01/2025 AND 31/12/2025

Description	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	$1,220.00	-	$1,220.00
Admin Fund Levy	$262,508.92	-	$262,508.92
Interest on Investment	-	$51,536.89	$51,536.89
Interest on Overdue Levies	$197.13	-	$197.13
Interest Received	$13,154.16	-	$13,154.16
Sinking Fund Levy	-	$78,652.63	$78,652.63
Special Levy (Admin Fund)	$1,939.70	-	$1,939.70
Telephone Tower Rental	$37,623.07	-	$37,623.07
TOTAL INCOME	**$316,642.98**	**$130,189.52**	**$446,832.50**
OUTGOINGS			
Audit	$2,591.20	-	$2,591.20
BAS Preparing of Accounts & Lodgement	$1,085.00	-	$1,085.00
Body Corporate Management	$30,364.49	-	$30,364.49
Building / Engineer Reports	$7,229.26	-	$7,229.26
Building Repairs & Maintenance	$429.00	$186,706.44	$187,135.44
Caretaking	$100,230.90	-	$100,230.90
Ceiling Repairs & Maintenance	$385.00	-	$385.00
Cleaning Materials	$1,084.05	-	$1,084.05
Debt Recovery Fees	($129.00)	-	($129.00)
Disbursements	$7,597.38	-	$7,597.38
Door - Service Maintenance Contract	$660.00	-	$660.00
Door & Lock Repairs & Maintenance	$94.00	-	$94.00
Electrical Works	$6,090.70	$5,764.00	$11,854.70
Electricity	$26,268.75	-	$26,268.75
Final Fee Notice	$34.00	-	$34.00
Fire Equipment Contract	$10,285.83	-	$10,285.83
Fire Equipment Repairs & Maintenance	$7,559.20	-	$7,559.20
Fire Monitoring Contract	$902.00	-	$902.00
Fobs, Swipe Cards, Remotes, Keys	$3,831.85	-	$3,831.85
GST Payment / Refund	$20,320.00	-	$20,320.00
Hygiene Services	$2,614.77	-	$2,614.77
Income Tax Instalment	$19,014.00	-	$19,014.00
Income Tax Payment / Refund	$7,842.15	-	$7,842.15
Insurance Premium	$72,802.12	-	$72,802.12
Internet Expenses	$474.00	-	$474.00

Legal Fees	$1,134.00	-	$1,134.00
Lift Phone	$121.00	-	$121.00
Lift Repairs & Maintenance	$16,193.50	-	$16,193.50
Lift Service Contract	$4,975.00	-	$4,975.00
Meeting Fees	$493.50	-	$493.50
Miscellaneous Expenses	$408.00	-	$408.00
Owner Overdue Account Fee	$23.00	-	$23.00
Pest Control	$656.72	-	$656.72
Plumbing Repairs & Maintenance	$5,690.00	-	$5,690.00
Public Officer	$134.00	-	$134.00
Roller Door Repairs & Maintenace	$1,262.80	-	$1,262.80
Rubbish Removal	$11,761.20	-	$11,761.20
Tax Return	$221.00	-	$221.00
Telephone & Line Rental	$1,948.21	-	$1,948.21
Transfer To Investment	-	($224,612.60)	($224,612.60)
Tree Removal & Pruning	$3,212.00	-	$3,212.00
Water Charges	$16,890.05	-	$16,890.05
WHS Compliance	$275.00	-	$275.00
TOTAL OUTGOINGS	**$395,059.63**	**($32,142.16)**	**$362,917.47**

SUMMARY

OPENING TRUST FUND BALANCE AS AT 01/01/2025	$162,899.02	$191,066.41	$353,965.43
TOTAL INCOME	$316,642.98	$130,189.52	$446,832.50
TOTAL OUTGOINGS	$395,059.63	($32,142.16)	$362,917.47
CLOSING TRUST FUND BALANCE AS AT 31/12/2025	**$84,482.37**	**$353,398.09**	**$437,880.46**
NET SURPLUS	($78,416.65)	$162,331.68	$83,915.03
TERM DEPOSIT BALANCE AS AT 31/12/2025	$0.00	$978,781.18	$978,781.18
TOTAL FUND BALANCE AS AT 31/12/2025	**$84,482.37**	**$1,332,179.27**	**$1,416,661.64**

TERM DEPOSITS

MATURITY DATE	BANK	RATE	ADMIN	SINKING
6/02/2026	Macquarie Bank 215721564	4.30		$142,046.57
30/05/2026	Macquarie Bank 281885327	3.75		$88,637.86
3/05/2026	Bendigo Bank 166650127	3.60		$149,213.69
9/04/2026	Macquarie Bank 236802542	3.83		$296,852.49
8/09/2026	Macquarie Bank 220478564	4.20		$148,278.28
3/12/2026	Bendigo Bank 166650093	3.60		$153,752.29
TOTAL TERM DEPOSITS				**$978,781.18**

Summary Financial Statement

COMMUNITY CORPORATION 20189 INC.
Address: 9 EAST TERRACE ADELAIDE, South Australia 5000
ABN: 88196543270

STATEMENT OF POSITION AS AT 31/12/2025

ASSETS

CASH AT BANK

Fund	Amount
Admin	$84,482.37
Sinking	$353,398.09
Funds Held in Credit	$1,143.04
TOTAL CASH AT BANK	**$439,023.50**

TERM DEPOSITS

Fund	Amount
Admin	$0.00
Sinking	$978,781.18
TOTAL FUNDS INVESTED IN TERM DESPOSITS	**$978,781.18**

LEVIES IN ARREARS

Lot No.	Amount
1	$44.00
9	$44.00
10	$606.60
18	$832.67
57	$527.40
85	$181.98
TOTAL LEVIES IN ARREARS	**$2,236.65**

TOTAL ASSETS **$1,420,041.33**

LIABILITIES

LEVIES PAID IN ADVANCE

Lot No.	Amount
11	$0.90
13	$843.39
16	$793.67
50	$1,059.84
51	$1,071.54
52	$0.04
80	$1,126.14
88	$1,490.80
90	$1,502.50
93	$525.54
TOTAL LEVIES PAID IN ADVANCE	**$8,414.36**

FUNDS HELD IN CREDIT

Lot No.	Amount	
16	$1,143.04	
TOTAL FUNDS HELD IN CREDIT		**$1,143.04**

UNPAID BILLS

	Creditor	Amount	
	Initial Hygiene Services (SA)	$238.72	
	BJ Caretaking	$217.80	
	BJ Caretaking	$1,976.70	
	BJ Caretaking	$217.80	
	BJ Caretaking	$1,976.70	
	Fire & Emergency Services South Australia Pty Ltd	$437.79	
	BJ Caretaking	$217.80	
	BJ Caretaking	$1,976.70	
	Origin Energy	$1,772.36	
	Strata Data	$79.00	
TOTAL UNPAID BILLS			**$9,111.37**

TOTAL LIABILITIES	**$18,668.77**
NET CASH POSITION	**$1,401,372.56**

STRATA DATA

Summary Financial Statement

COMMUNITY CORPORATION 20189 INC.
Address: 9 EAST TERRACE ADELAIDE, South Australia 5000
ABN: 88196543270

INCOME & EXPENDITURE STATEMENT
BETWEEN 01/01/2024 AND 31/12/2024

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	$2,983.00	-	$2,983.00
Admin Fund Levy	$304,031.66	-	$304,031.66
Interest on Investment	-	$45,947.87	$45,947.87
Interest on Overdue Levies	$122.39	-	$122.39
Interest Received	$11,513.85	-	$11,513.85
Sinking Fund Levy	-	$91,318.40	$91,318.40
Special Levy (Admin Fund)	$517.00	-	$517.00
Telephone Tower Rental	$36,527.25	-	$36,527.25
TOTAL INCOME	**$355,695.15**	**$137,266.27**	**$492,961.42**
OUTGOINGS			
Audit	$1,664.70	-	$1,664.70
BAS Preparing of Accounts & Lodgement	$625.00	-	$625.00
Body Corporate Management	$27,029.98	-	$27,029.98
Building Repairs & Maintenance	$748.00	-	$748.00
Car Park Rental	$9,275.00	-	$9,275.00
Caretaking	$95,972.80	-	$95,972.80
Ceiling Repairs & Maintenance	$429.00	-	$429.00
Cleaning Materials	$648.45	-	$648.45
Debt Recovery Fees	$129.00	-	$129.00
Disbursements	$6,751.80	-	$6,751.80
Door - Service Maintenance Contract	$814.17	-	$814.17
Door & Lock Repairs & Maintenance	$1,061.75	-	$1,061.75
Electrical Works	$8,050.90	$2,035.00	$10,085.90
Electricity	$26,528.99	-	$26,528.99
Final Fee Notice	($34.00)	-	($34.00)
Fire Equipment Contract	$10,685.14	-	$10,685.14
Fire Monitoring Contract	$874.50	-	$874.50
Fobs, Swipe Cards, Remotes, Keys	$3,644.70	-	$3,644.70
General Repairs & Maintenance	$1,072.50	$461.33	$1,533.83
Grounds Maintenance	$5,114.10	-	$5,114.10
GST Payment / Refund	($1,710.00)	-	($1,710.00)
Gutter Repairs & Maintenance	-	$16,236.00	$16,236.00
Hygiene Services	$2,503.27	-	$2,503.27
Income Tax Instalment	$4,189.00	-	$4,189.00
Income Tax Payment / Refund	$1,926.68	-	$1,926.68

Insurance Claim Excess	-	$10,000.00	$10,000.00
Insurance Premium	$86,905.30	-	$86,905.30
Insurance Valuation	$3,080.00	-	$3,080.00
Internet Expenses	$138.00	-	$138.00
Lift Service Contract	$19,672.00	-	$19,672.00
Meeting Fees	$472.50	-	$472.50
Office Supplies	$108.91	-	$108.91
Owner Overdue Account Fee	($23.00)	-	($23.00)
Pest Control	$44.00	-	$44.00
Plumbing Repairs & Maintenance	$2,927.00	$35,243.00	$38,170.00
Public Officer	$130.00	-	$130.00
Roller Door Repairs & Maintenace	$988.62	-	$988.62
Rubbish Chute Repairs & Maintenace	$440.00	-	$440.00
Rubbish Removal	$4,804.18	-	$4,804.18
Security Contracts	$643.50	-	$643.50
Solar System	-	$35,827.00	$35,827.00
Tax Return	$215.00	-	$215.00
Telephone & Line Rental	$2,077.85	-	$2,077.85
Transfer Between Funds	$100,000.00	($100,000.00)	-
Transfer To Investment	-	$145,947.87	$145,947.87
Tree Removal & Pruning	$2,750.00	-	$2,750.00
Venue Hire	$470.00	-	$470.00
Water Charges	$16,138.66	-	$16,138.66
TOTAL OUTGOINGS	**$449,977.95**	**$145,750.20**	**$595,728.15**

SUMMARY

OPENING BALANCE AS AT 01/01/2024	$257,181.82	$199,550.34	$456,732.16
TOTAL INCOME	$355,695.15	$137,266.27	$492,961.42
TOTAL OUTGOINGS	$449,977.95	$145,750.20	$595,728.15
CLOSING TRUST FUND BALANCE AS AT 31/12/2024	**$162,899.02**	**$191,066.41**	**$353,965.43**
NET SURPLUS	($94,282.80)	($8,483.93)	($102,766.73)
TERM DEPOSIT BALANCE AS AT 31/12/2024	$0.00	$1,198,514.42	$1,198,514.42
TOTAL FUND BALANCE AS AT 31/12/2024	**$162,899.02**	**$1,389,580.83**	**$1,552,479.85**

TERM DEPOSITS

MATURITY DATE	BANK	RATE	ADMIN	SINKING
7/02/2025	Macquarie Bank 215721564	4.50		$135,929.73
8/03/2025	NAB TD 356995678	4.70		$131,367.65
27/02/2025	NAB 931600629	4.70		$131,335.43

30/04/2025	Macquarie Bank 281885327	4.50	$84,820.92
3/05/2025	Bendigo Bank 166650127	4.75	$142,459.19
7/08/2025	Macquarie Bank 250768025	4.70	$147,143.28
7/08/2025	Macquarie Bank 236802542	4.70	$136,296.47
12/12/2025	Macquarie Bank 220478564	4.40	$142,029.00
3/12/2025	Bendigo Bank 166650093	4.50	$147,132.75
TOTAL TERM DEPOSITS			**$1,198,514.42**

STRATA DATA

Summary Financial Statement

COMMUNITY CORPORATION 20189 INC.
Address: 9 EAST TERRACE ADELAIDE, South Australia 5000
ABN: 88196543270

INCOME & EXPENDITURE STATEMENT
BETWEEN 01/01/2025 AND 31/12/2025

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	$1,220.00	-	$1,220.00
Admin Fund Levy	$262,508.92	-	$262,508.92
Interest on Investment	-	$57,726.57	$57,726.57
Interest on Overdue Levies	$197.13	-	$197.13
Interest Received	$13,154.16	-	$13,154.16
Sinking Fund Levy	-	$78,652.63	$78,652.63
Special Levy (Admin Fund)	$1,939.70	-	$1,939.70
Telephone Tower Rental	$37,623.07	-	$37,623.07
TOTAL INCOME	**$316,642.98**	**$136,379.20**	**$453,022.18**
OUTGOINGS			
Audit	$2,591.20	-	$2,591.20
BAS Preparing of Accounts & Lodgement	$1,085.00	-	$1,085.00
Body Corporate Management	$30,364.49	-	$30,364.49
Building / Engineer Reports	$7,229.26	-	$7,229.26
Building Repairs & Maintenance	$429.00	$186,706.44	$187,135.44
Caretaking	$100,230.90	-	$100,230.90
Ceiling Repairs & Maintenance	$385.00	-	$385.00
Cleaning Materials	$1,084.05	-	$1,084.05
Debt Recovery Fees	($129.00)	-	($129.00)
Disbursements	$7,597.38	-	$7,597.38
Door - Service Maintenance Contract	$660.00	-	$660.00
Door & Lock Repairs & Maintenance	$94.00	-	$94.00
Electrical Works	$6,090.70	$5,764.00	$11,854.70
Electricity	$26,268.75	-	$26,268.75
Final Fee Notice	$34.00	-	$34.00
Fire Equipment Contract	$10,285.83	-	$10,285.83
Fire Equipment Repairs & Maintenance	$7,559.20	-	$7,559.20
Fire Monitoring Contract	$902.00	-	$902.00
Fobs, Swipe Cards, Remotes, Keys	$3,831.85	-	$3,831.85
GST Payment / Refund	$20,320.00	-	$20,320.00
Hygiene Services	$2,614.77	-	$2,614.77
Income Tax Instalment	$19,014.00	-	$19,014.00
Income Tax Payment / Refund	$7,842.15	-	$7,842.15
Insurance Premium	$72,802.12	-	$72,802.12
Internet Expenses	$474.00	-	$474.00

Legal Fees	$1,134.00	-	$1,134.00
Lift Phone	$121.00	-	$121.00
Lift Repairs & Maintenance	$16,193.50	-	$16,193.50
Lift Service Contract	$4,975.00	-	$4,975.00
Meeting Fees	$493.50	-	$493.50
Miscellaneous Expenses	$408.00	-	$408.00
Owner Overdue Account Fee	$23.00	-	$23.00
Pest Control	$656.72	-	$656.72
Plumbing Repairs & Maintenance	$5,690.00	-	$5,690.00
Public Officer	$134.00	-	$134.00
Roller Door Repairs & Maintenace	$1,262.80	-	$1,262.80
Rubbish Removal	$11,761.20	-	$11,761.20
Tax Return	$221.00	-	$221.00
Telephone & Line Rental	$1,948.21	-	$1,948.21
Transfer To Investment	-	($218,422.92)	($218,422.92)
Tree Removal & Pruning	$3,212.00	-	$3,212.00
Water Charges	$16,890.05	-	$16,890.05
WHS Compliance	$275.00	-	$275.00
TOTAL OUTGOINGS	**$395,059.63**	**($25,952.48)**	**$369,107.15**

SUMMARY

OPENING BALANCE AS AT 01/01/2025	$162,899.02	$191,066.41	$353,965.43
TOTAL INCOME	$316,642.98	$136,379.20	$453,022.18
TOTAL OUTGOINGS	$395,059.63	($25,952.48)	$369,107.15
CLOSING TRUST FUND BALANCE AS AT 31/12/2025	**$84,482.37**	**$353,398.09**	**$437,880.46**
NET SURPLUS	($78,416.65)	$162,331.68	$83,915.03
TERM DEPOSIT BALANCE AS AT 31/12/2025	$0.00	$978,781.18	$978,781.18
TOTAL FUND BALANCE AS AT 31/12/2025	**$84,482.37**	**$1,332,179.27**	**$1,416,661.64**

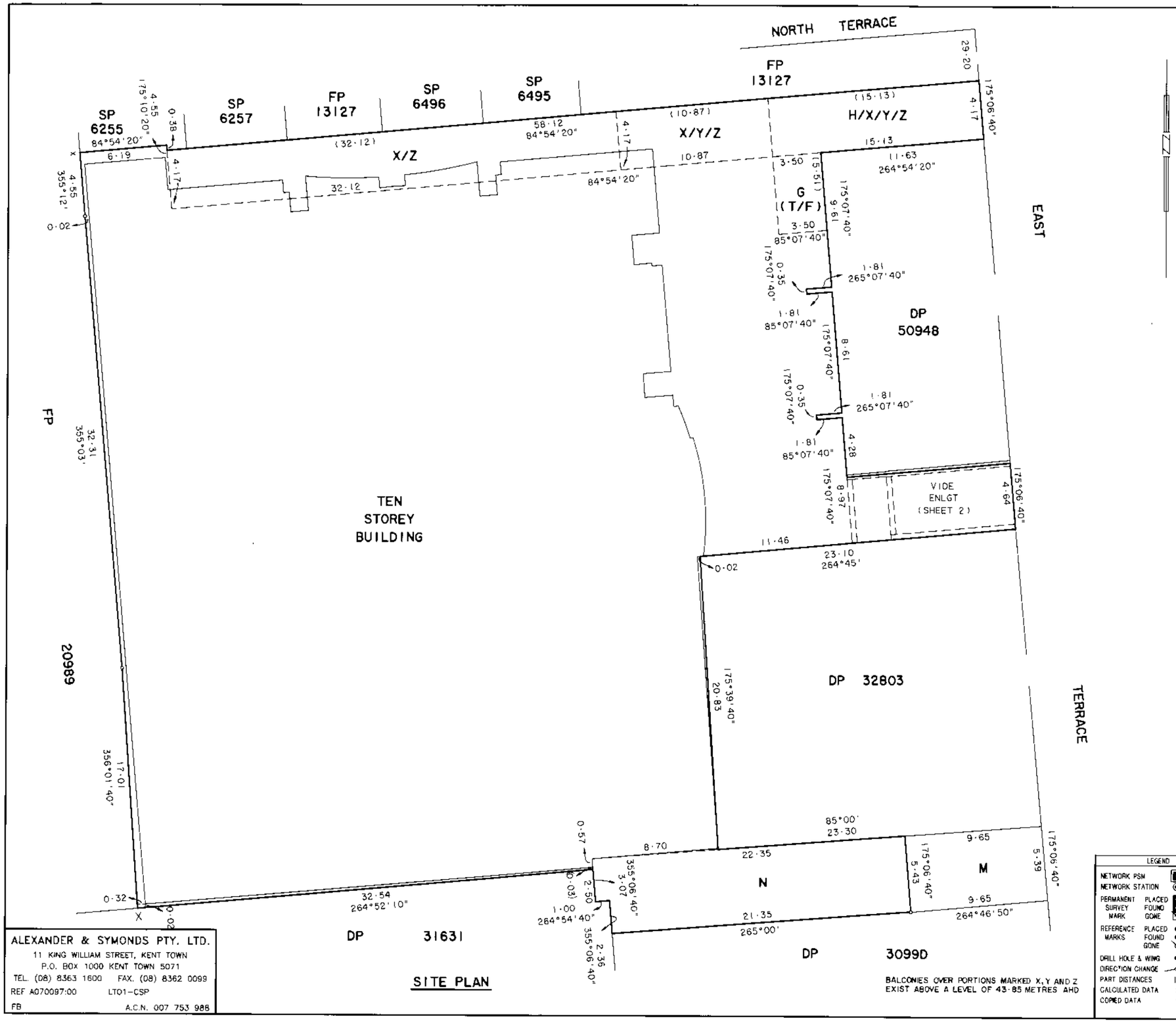
TERM DEPOSITS

MATURITY DATE	BANK	RATE	ADMIN	SINKING
6/02/2026	Macquarie Bank 215721564	4.30		$142,046.57
30/05/2026	Macquarie Bank 281885327	3.75		$88,637.86
3/05/2026	Bendigo Bank 166650127	3.60		$149,213.69
9/04/2026	Macquarie Bank 236802542	3.83		$296,852.49
8/09/2026	Macquarie Bank 220478564	4.20		$148,278.28
3/12/2026	Bendigo Bank 166650093	3.60		$153,752.29
TOTAL TERM DEPOSITS				**$978,781.18**

STRATA DATA

Summary Financial Statement

COMMUNITY CORPORATION 20189 INC.
Address: 9 EAST TERRACE ADELAIDE, South Australia 5000
ABN: 88196543270



ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL. (08) 8363 1600 FAX. (08) 8362 0099
REF A070097:00 LT01-CSP
FB A.C.N. 007 753 988

BALCONIES OVER PORTIONS MARKED X, Y AND Z EXIST ABOVE A LEVEL OF 43·85 METRES AHD

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 1 OF 15 SHEETS

DEPOSITED 9/12/1998
PRO REGISTRAR-GENERAL

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	PMS. APPROVED
	MG	24.11.98	

TITLE REFERENCE CT5603 / 554
PT CT5176/161

LAND DESCRIPTION

ALLOTMENT 1 IN DP 50948
OF PT TA's 31 AND 32
CITY OF ADELAIDE

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

MAP REF. 6628-42-h

O.B. DP 50948 TOTAL AREA 2788 m²

DEV. No. 020/C009/98, 020/C012/04/001/5

SCALE 0 1·5 3 6 9 12 15 METRES

ANNOTATIONS

RECIPROCAL PARTY WALL RIGHTS EXIST OVER THE PORTIONS MARKED A AND B LIMITED IN HEIGHT TO 42·69 METRES AHD VIDE RTC 8582287

PORTION OF COMMON PROPERTY MARKED C IS SUBJECT TO AN EASEMENT FOR RIGHT OF SUPPORT VIDE RTC 8582287

PORTION OF COMMON PROPERTY MARKED D EXISTS BELOW A LEVEL OF 42·69 METRES AHD (ALLOTMENT 2 IN DP 50948 EXISTS ABOVE 42·69AHD)

THE WITHIN LAND IS TOGETHER WITH EASEMENTS LIMITED TO A LOWER LIMIT OF 42·69 METRES AHD AND AN UPPER LIMIT OF 43·06 METRES AHD OVER THE PORTION MARKED E VIDE RTC 8582287

PORTION OF COMMON PROPERTY MARKED H IS TO BE SUBJECT TO A SERVICE EASEMENT TO THE ETSA CORPORATION FOR ELECTRICITY SUPPLY PURPOSES

PORTION OF COMMON PROPERTY MARKED X IS SUBJECT TO AN EASEMENT LIMITED IN HEIGHT TO 43·85 METRES AHD VIDE T 4725434

PORTION OF COMMON PROPERTY MARKED Y IS SUBJECT TO AN EASEMENT LIMITED IN HEIGHT TO 43·85 METRES AHD VIDE T 6381278

PORTION OF COMMON PROPERTY MARKED Z IS SUBJECT TO A RIGHT OF WAY LIMITED IN HEIGHT TO 43·85 METRES AHD VIDE T 4725434

THE WITHIN LAND IS TOGETHER WITH A RIGHT OF WAY LIMITED IN HEIGHT TO 43·05 METRES AHD OVER THE PORTION MARKED M VIDE RE 7131030

PORTION OF COMMON PROPERTY MARKED N IS SUBJECT TO RIGHTS OF WAY LIMITED IN HEIGHT TO 43·05 METRES AHD VIDE RE 7131029 AND RE 7176696

PORTION OF COMMON PROPERTY MARKED G(T/F) IS TO BE SUBJECT TO A SERVICE EASEMENT TO THE ETSA CORPORATION FOR ELECTRICITY SUPPLY PURPOSES

ALL DISTANCES ARE GROUND DISTANCES

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

LEGEND

NETWORK PSM		FD
NETWORK STATION		FD
PERMANENT SURVEY MARK	PLACED	
	FOUND	FD
	GONE	GONE
REFERENCE MARKS	PLACED	MP OR PM
	FOUND	SPK FD
	GONE	BT GONE
DRILL HOLE & WING		
DIRECTION CHANGE		
PART DISTANCES		(20·32)
CALCULATED DATA		20·85 CALC.
COPIED DATA		100·65

CERTIFICATE OF LICENSED SURVEYOR

I, RICHARD ALAN RETALLACK
a licensed Surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation.

Dated the 27th day of SEPTEMBER 1998

Licensed Surveyor R Retallack

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 2 OF 15 SHEETS

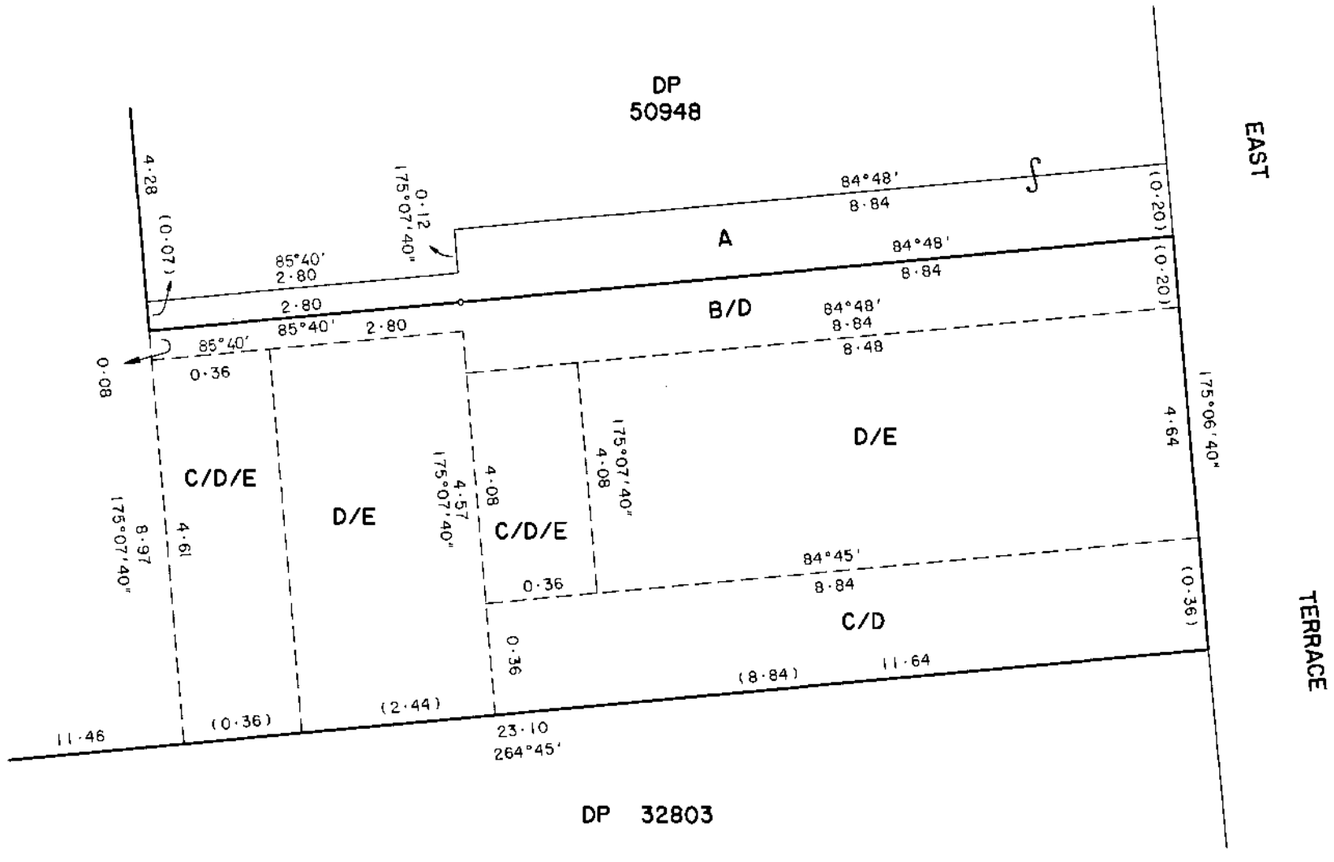
Licensed Surveyor ... 27.9.98

PLAN APPROVED 5-11-98

DEPOSITED 9/12/1998 PRO REGISTRAR/GENERAL

SCALE METRES

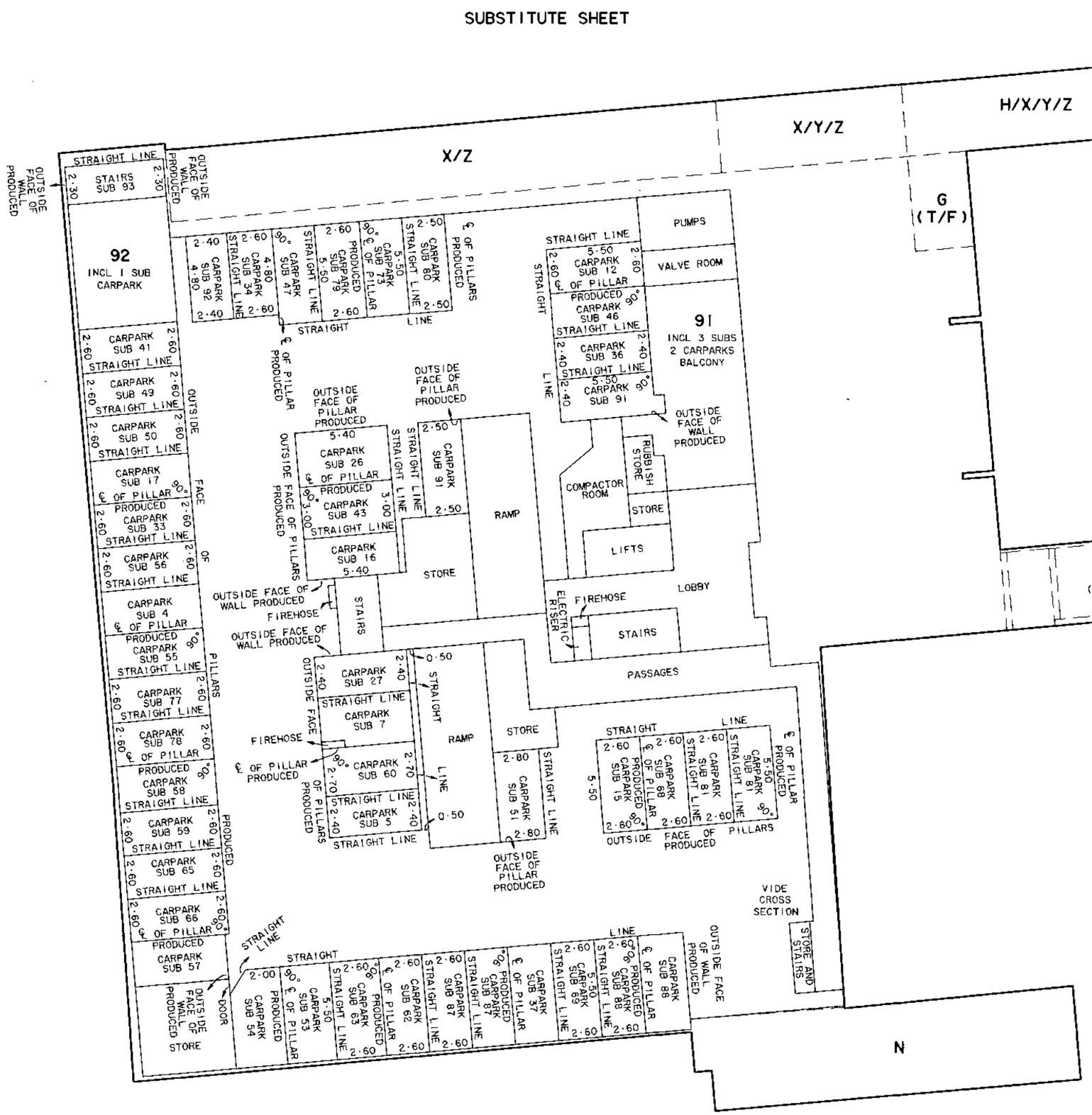
ANNOTATIONS



ENLARGEMENT
NOT TO SCALE

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FB A.C.N. 007 753 988

SUBSTITUTE SHEET



GROUND FLOOR PLAN

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 3 OF 15 SHEETS

Licensed Surveyor . RAretallack 15/2/05

PLAN APPROVED 17/5/05

DEPOSITED 9/12/1998 Mark Mitchell PRO REGISTRAR-GENERAL

SCALE 0 1·5 3 6 9 12 15 METRES

ANNOTATIONS

UNLESS DEFINED BY PHYSICAL MONUMENT THE DEFINITION OF THE LOT SUBSIDIARY 93 SHOWN AS STAIRS IS THE HORIZONTAL POSITION DEFINED HEREON

CERTIFICATE OF LICENSED SURVEYOR

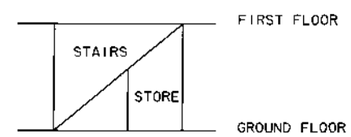
Relating to amendment of a deposited community plan

I, RICHARD ALAN RETALLACK

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

Dated the 15th day of FEBRUARY 20 05

Licensed Surveyor RAretallack

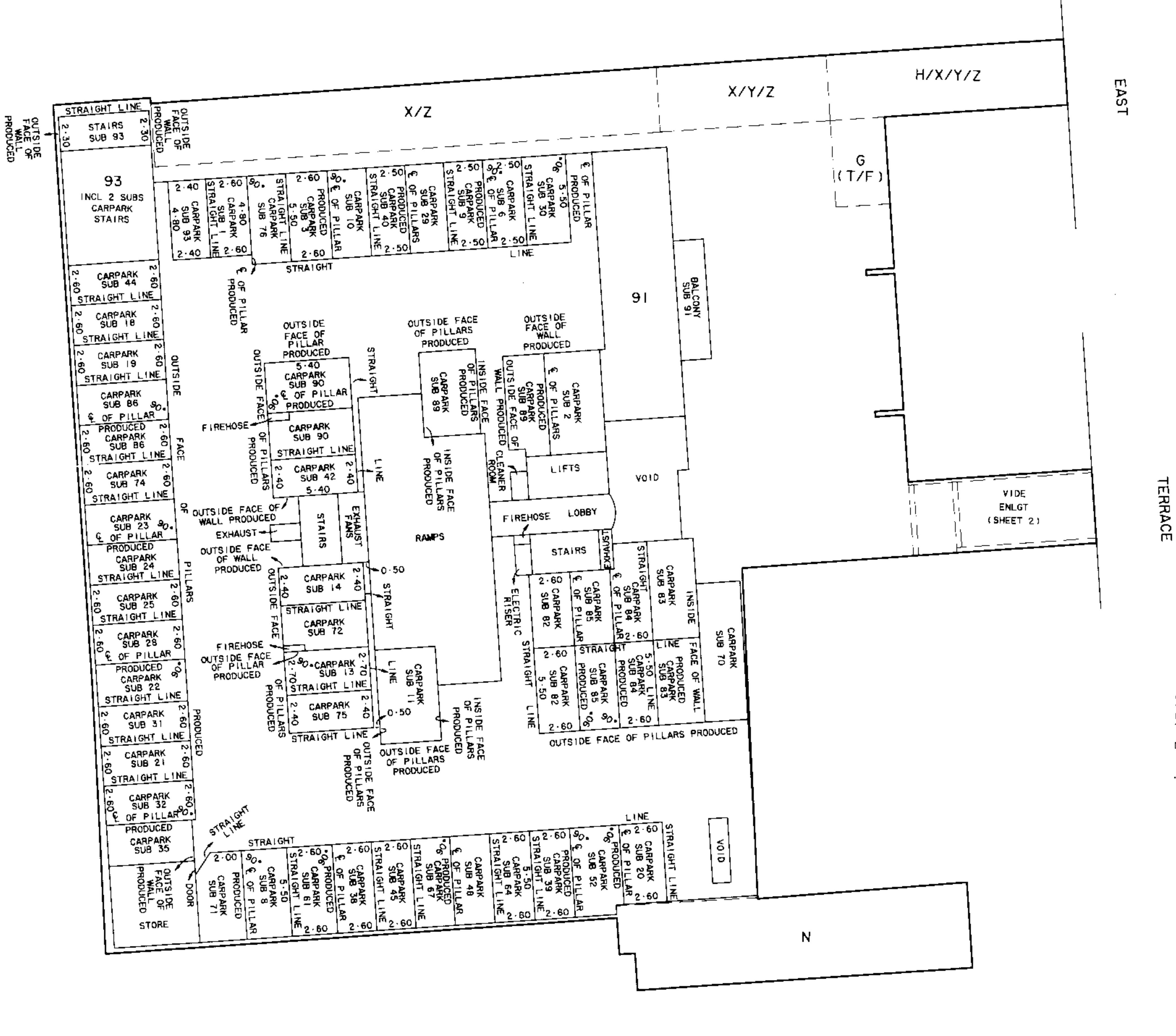


CROSS SECTION

NOT TO SCALE

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FB A.C.N. 007 753 988

SUBSTITUTE SHEET



FIRST FLOOR PLAN

COMMUNITY PLAN NUMBER

CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 4 OF 15 SHEETS

Licensed Surveyor ..../../..

PLAN APPROVED 18/1/2017 | DEPOSITED 9/12/1998 PRO REGISTRAR-GENERAL

SCALE 0 1·5 3 6 9 12 15 METRES

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·75 METRES

UNLESS DEFINED BY PHYSICAL MONUMENT THE DEFINITION OF THE LOT SUBSIDIARY 93 SHOWN AS STAIRS IS THE HORIZONTAL POSITION DEFINED HEREON

I NOEL GEHREN
a licensed surveyor under the Survey Act 1992, certify that–
(a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and
(b) this community plan has been correctly preparred in accordance with the Community Titles Act 1996.

Dated the 4th day of AUGUST 2016

.... Licensed Surveyor

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11 KING WILLIAM STREET, KENT TOWN
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FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 5 OF 15 SHEETS

Licensed Surveyor ... 27/9/98

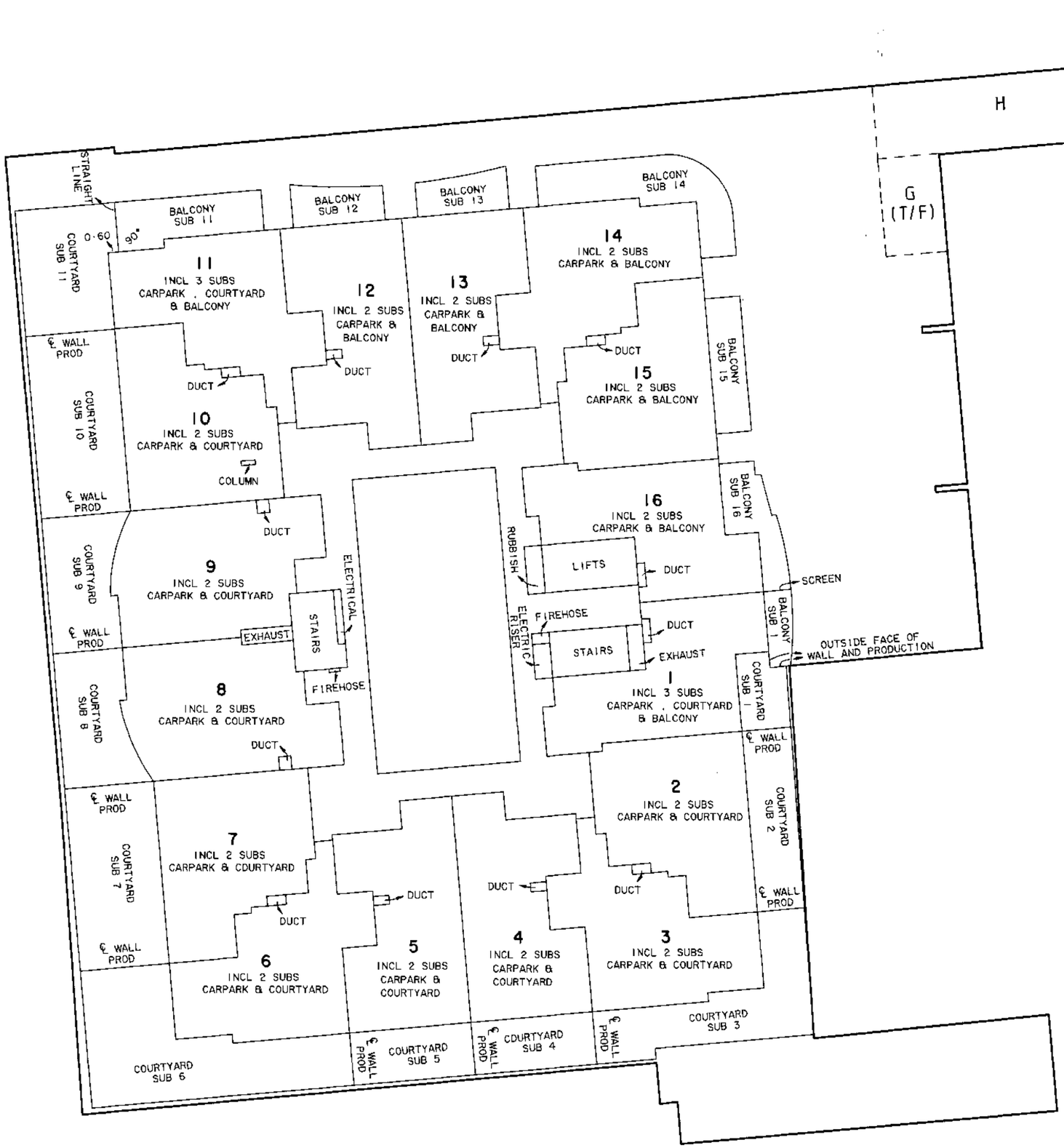
PLAN APPROVED 5-11-98

DEPOSITED 9/12/1998 PRO REGISTRAR-GENERAL

SCALE 0 1.5 3 6 9 12 15 METRES

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY OR COURTYARD IS 2·75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY OR COURTYARD UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·75 METRES



SECOND FLOOR PLAN

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FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 6 OF 15 SHEETS

Licensed Surveyor Alistair Black 27/9/98

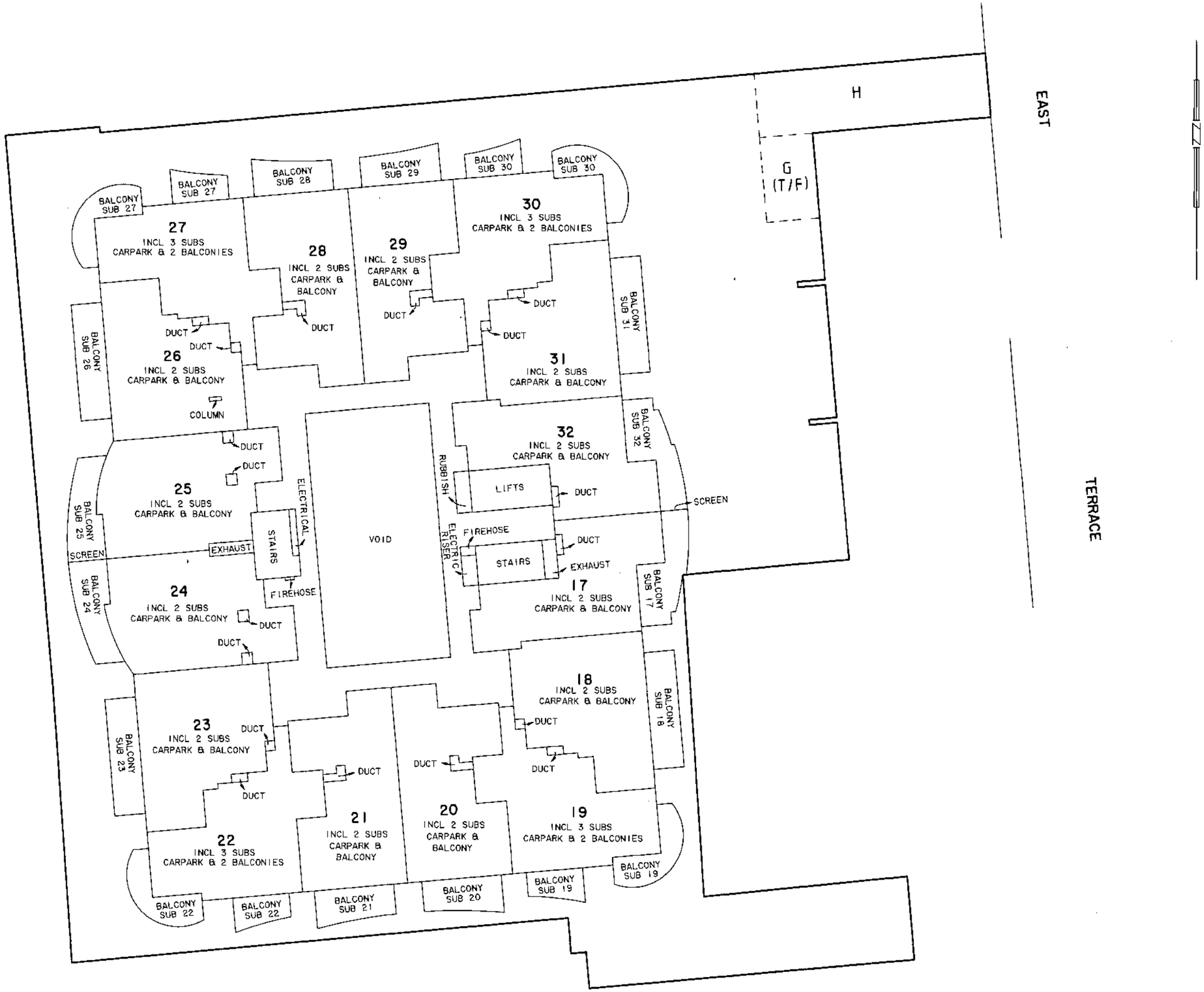
PLAN APPROVED 5-11-98

DEPOSITED 3/12/1998 PRO REGISTRAR-GENERAL

SCALE 0 1·5 3 6 9 12 15 METRES

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·75 METRES



THIRD FLOOR PLAN

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REF A070097:00 LTO1-CSP
FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 7 OF 15 SHEETS

Licensed Surveyor M Peter Wack 27/9/98

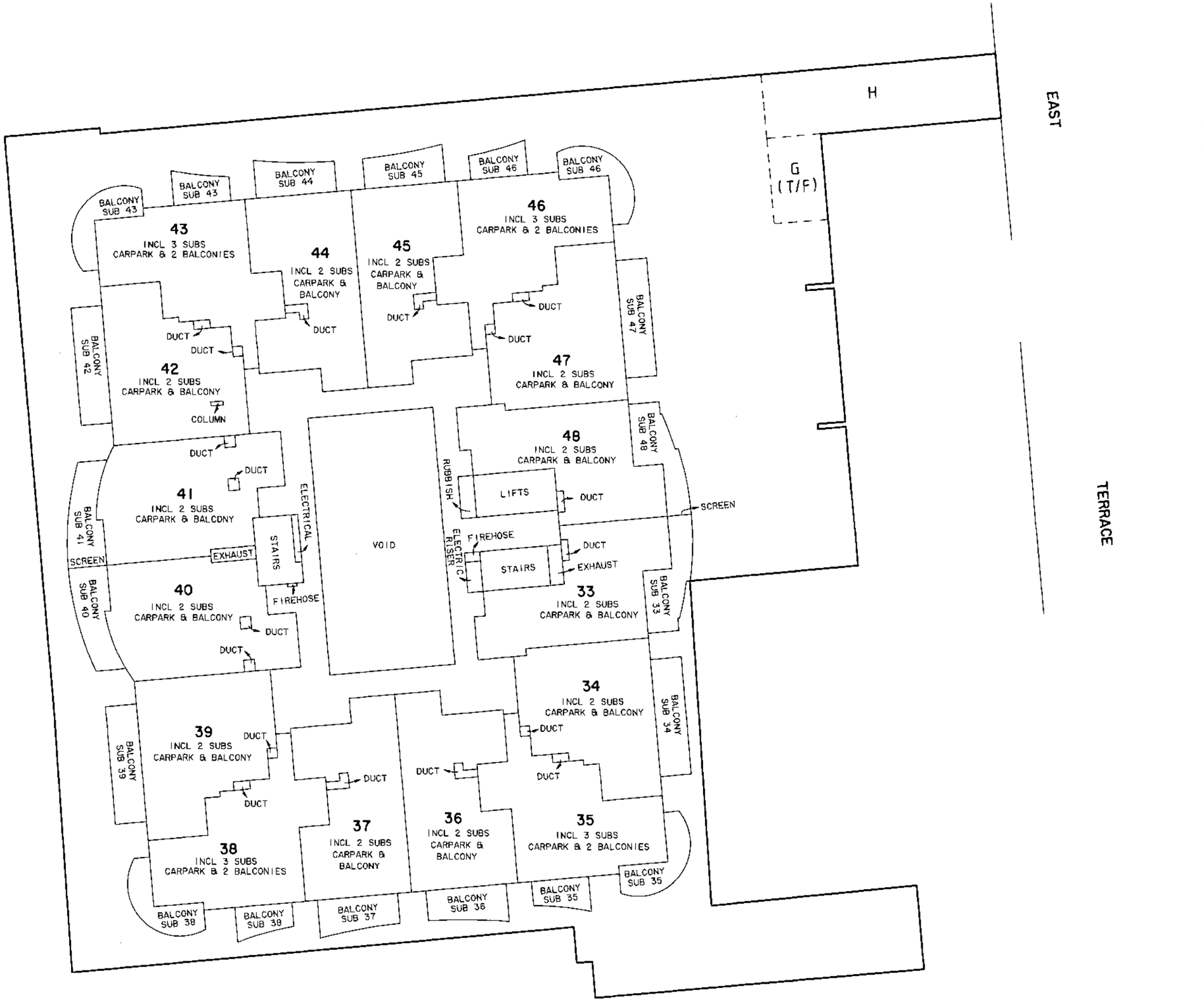
PLAN APPROVED M Gordon 5.11.98

DEPOSITED 9/12/1998 PRO REGISTRAR-GENERAL

SCALE 0 1.5 3 6 9 12 15 METRES

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·75 METRES



FOURTH FLOOR PLAN

ALEXANDER & SYMONDS PTY. LTD.
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P.O. BOX 1000 KENT TOWN 5071
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FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP. 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 8 OF 15 SHEETS

Licensed Surveyor R.M. Stallack 27/9/98

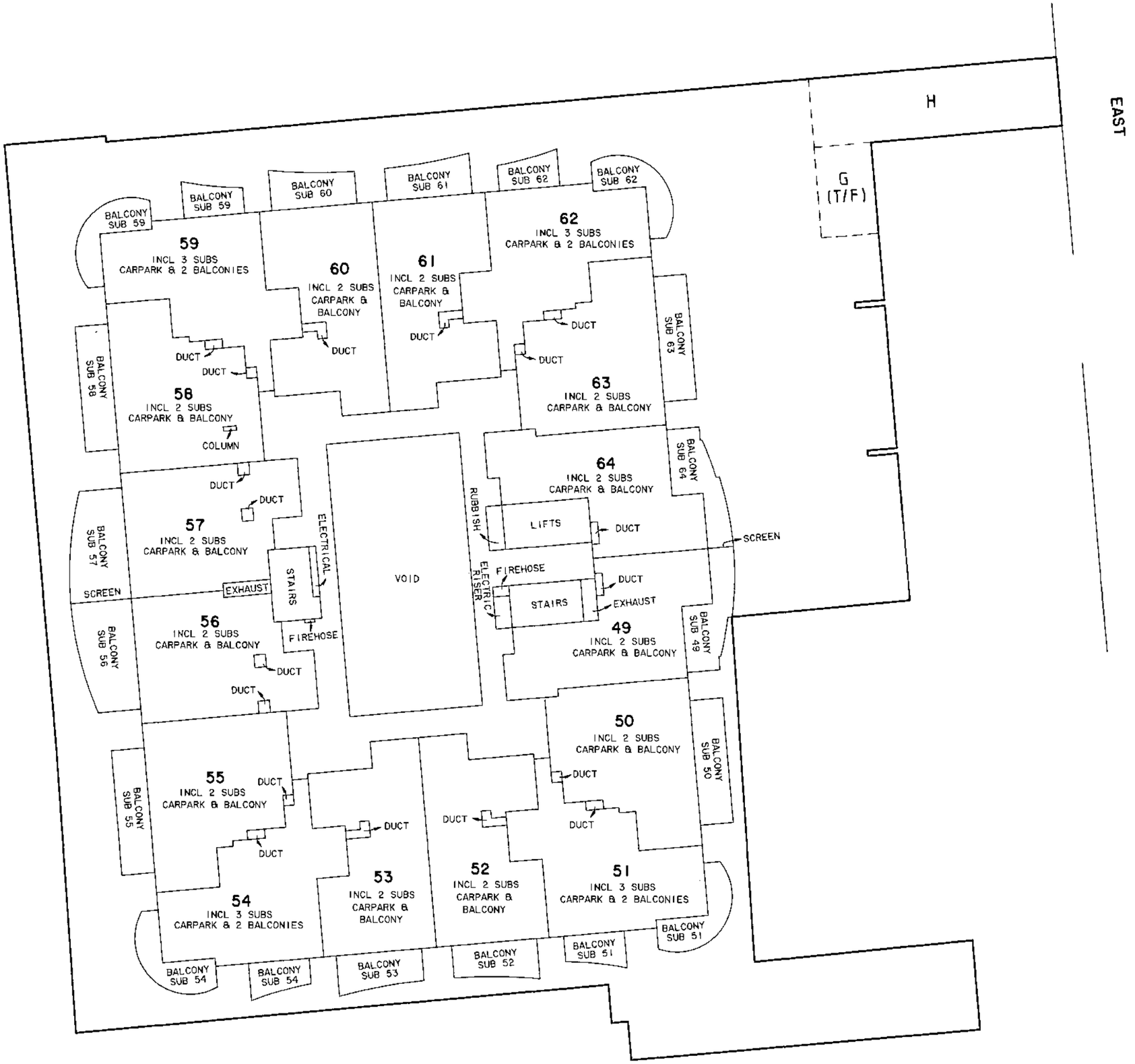
PLAN APPROVED M Jordan 5-11-98

DEPOSITED 9/12/1998 L. Weeks PRO REGISTRAR-GENERAL

SCALE 0 1·5 3 6 9 12 15 METRES

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·75 METRES



FIFTH FLOOR PLAN

ALEXANDER & SYMONDS PTY. LTD.
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FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 9 OF 15 SHEETS

Licensed Surveyor 27/9/98

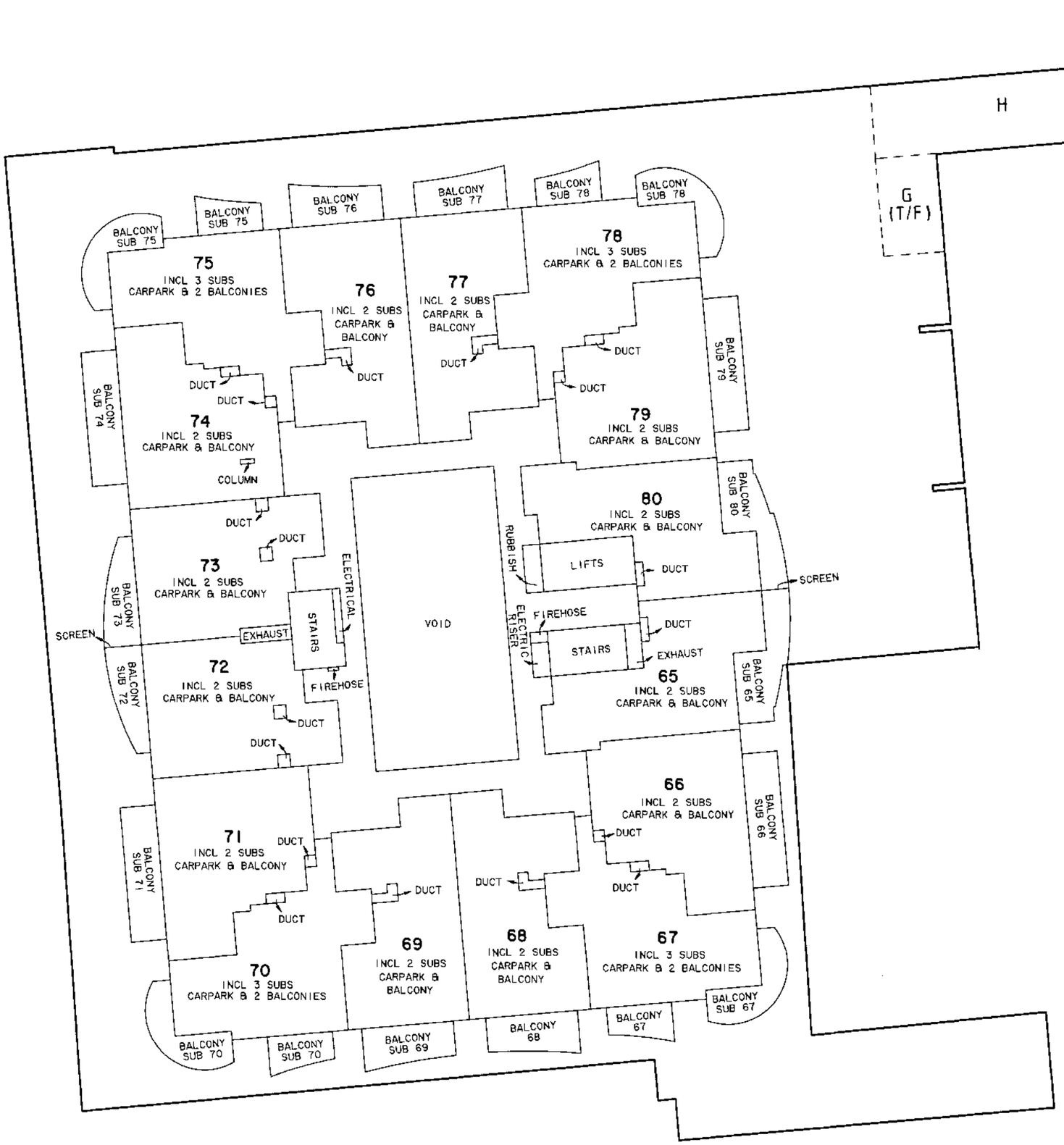
PLAN APPROVED 5.11.98

DEPOSITED 9/12/1998 PRO REGISTRAR-GENERAL

SCALE 0 1.5 3 6 9 12 15 METRES

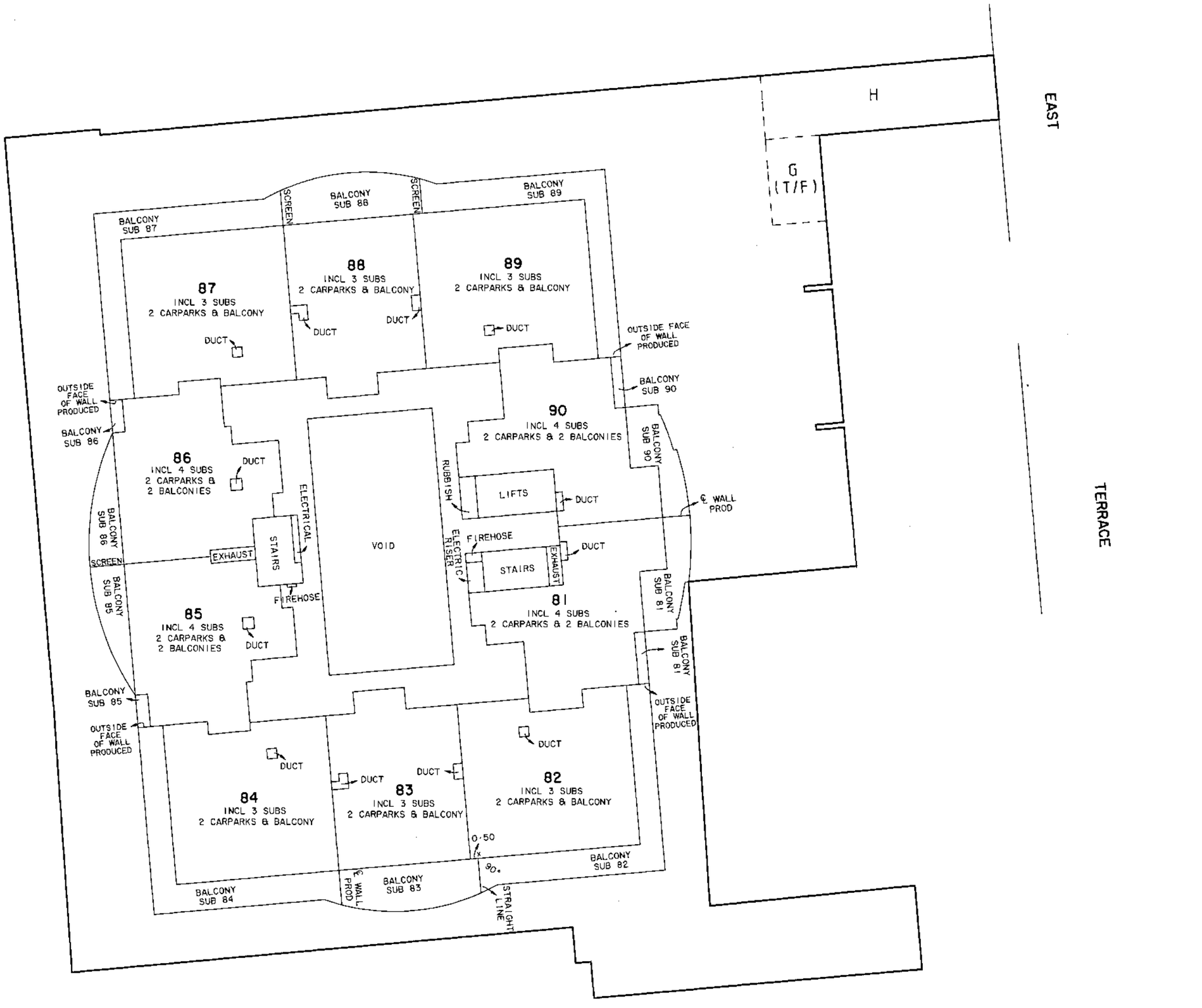
ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·75 METRES



SIXTH FLOOR PLAN

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SEVENTH FLOOR PLAN

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 10 OF 15 SHEETS

Licensed Surveyor ... 27/9/98

PLAN APPROVED 5·11·98

DEPOSITED 9/12/1998
PRO REGISTRAR-GENERAL

SCALE 0 1·5 3 6 9 12 15 METRES

ANNOTATIONS

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2·75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2·75 METRES

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FB A.C.N. 007 753 988

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 11 OF 15 SHEETS

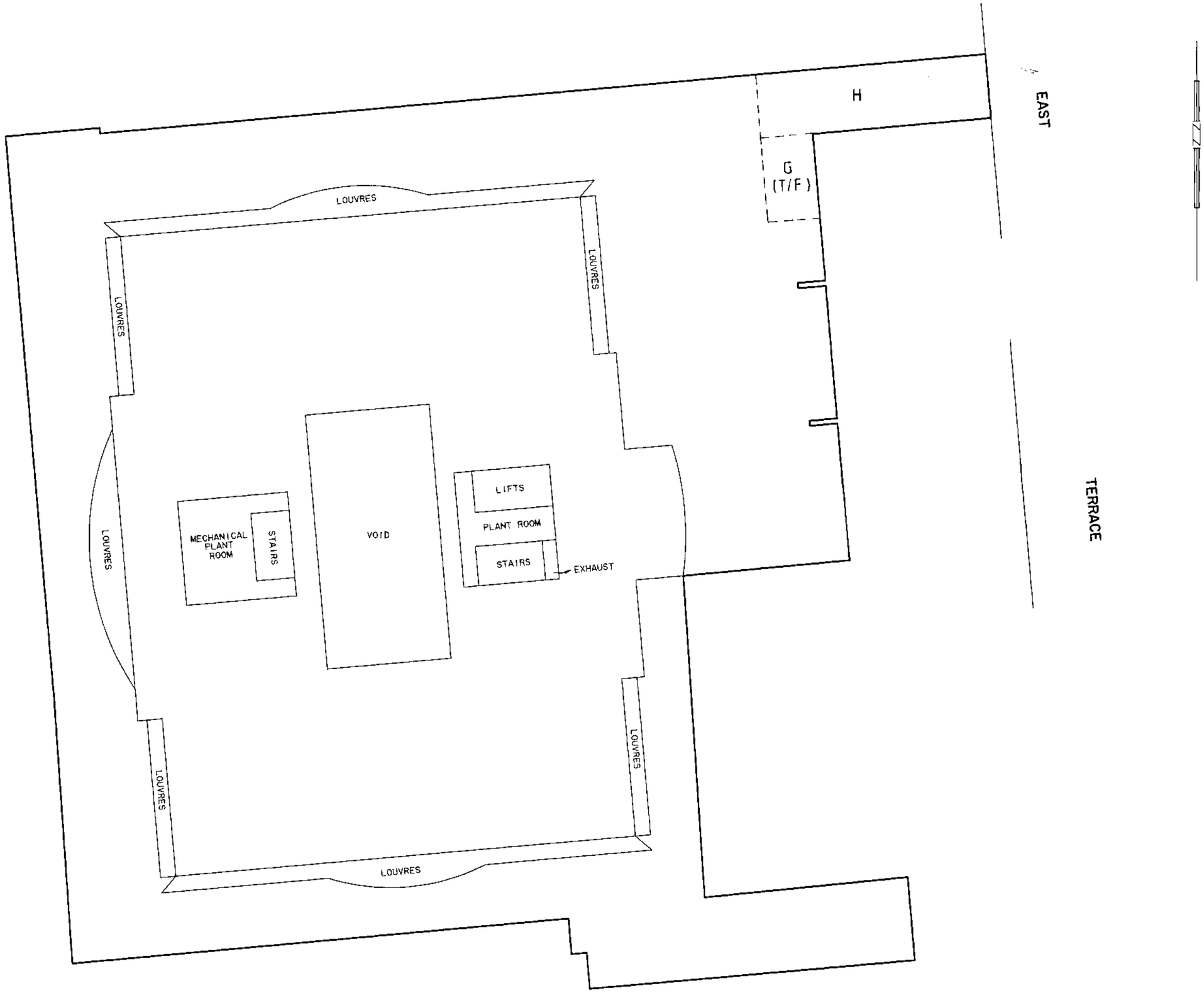
Licensed Surveyor Natal Black 27/9/98

PLAN APPROVED 5-11-98

DEPOSITED 9/12/1998 PRO REGISTRAR-GENERAL

SCALE 0 1.5 3 6 9 12 15 METRES

ANNOTATIONS



EIGHTH FLOOR PLAN

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REF A070097:00 LTO1-CSP
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COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 12 OF 15 SHEETS

Licensed Surveyor ... 27.9.98

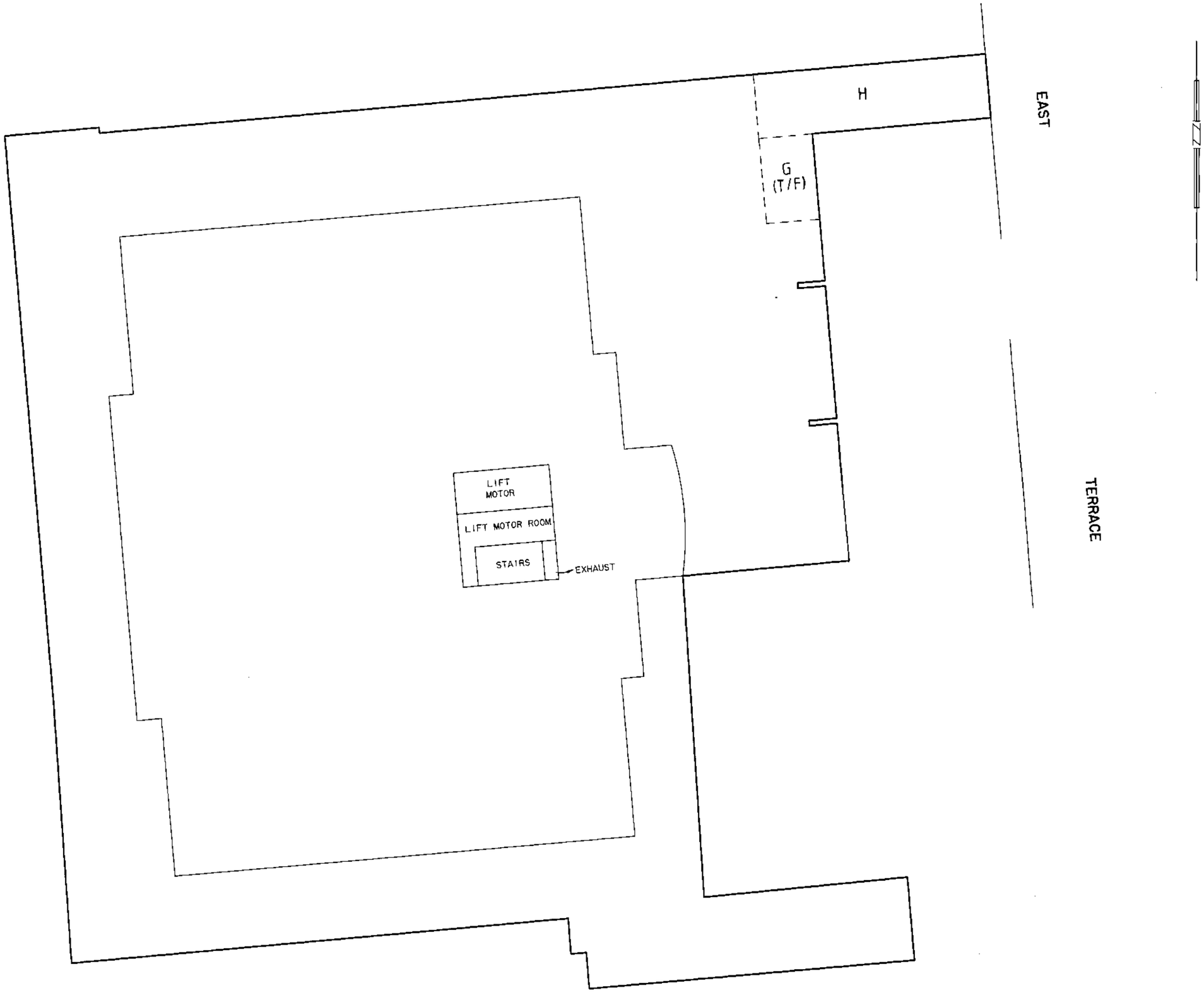
PLAN APPROVED 5-11-98

DEPOSITED 9/12/1998

PRO REGISTRAR-GENERAL

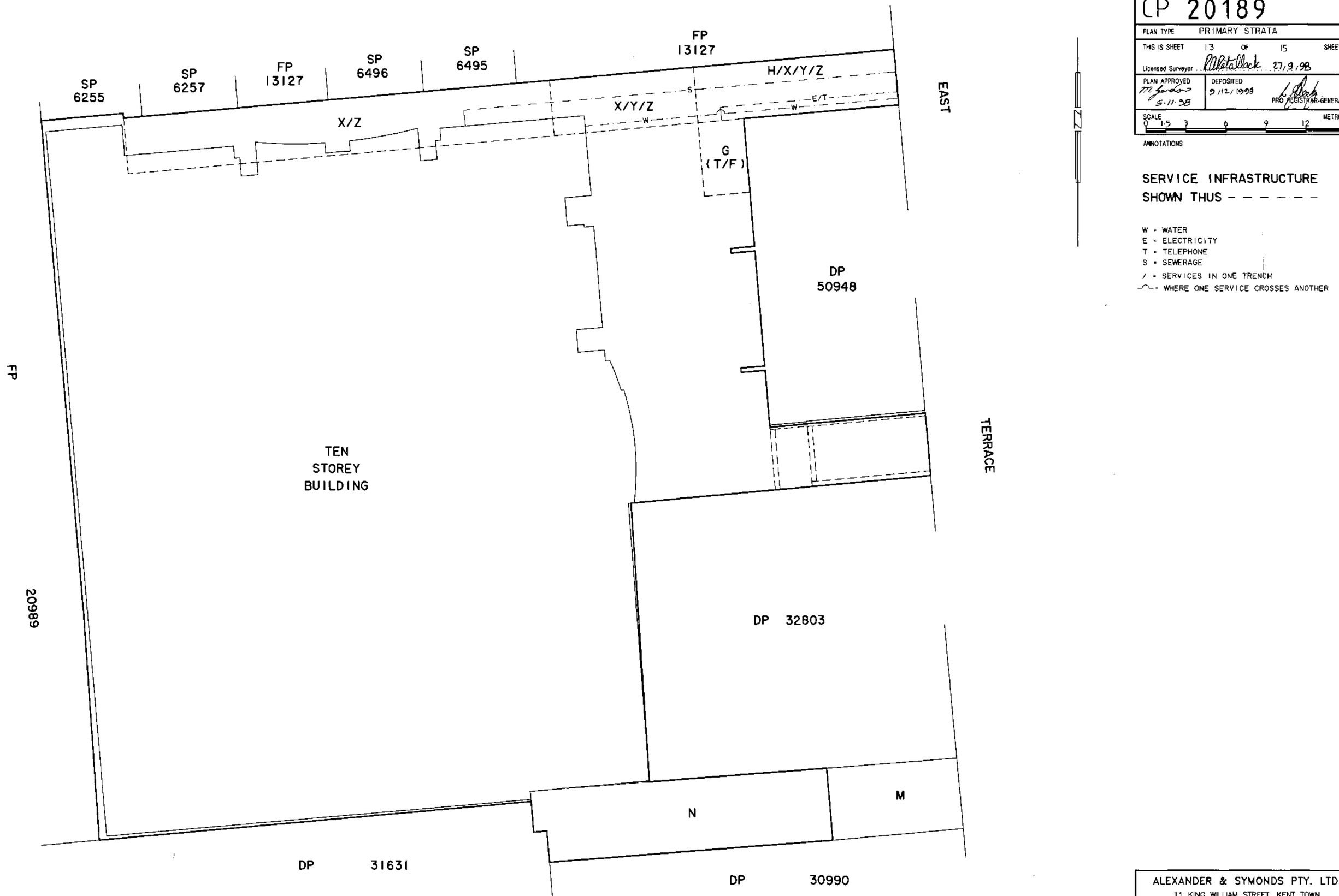
SCALE 0 1.5 3 6 9 12 15 METRES

ANNOTATIONS



NINTH FLOOR PLAN

ALEXANDER & SYMONDS PTY. LTD.
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SERVICE INFRASTRUCTURE PLAN

COMMUNITY PLAN NUMBER
CP 20189

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 13 OF 15 SHEETS

Licensed Surveyor ... 27/9/98

PLAN APPROVED 5.11.98

DEPOSITED 2/12/1998
PRO REGISTRAR-GENERAL

SCALE 0 1.5 3 6 9 12 15 METRES

ANNOTATIONS

SERVICE INFRASTRUCTURE SHOWN THUS - - - - - -

W = WATER
E = ELECTRICITY
T = TELEPHONE
S = SEWERAGE
/ = SERVICES IN ONE TRENCH
⌒ = WHERE ONE SERVICE CROSSES ANOTHER

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FB A.C.N. 007 753 988

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
1	830		25	948	
2	924		26	915	
3	1040		27	916	
4	916		28	865	
5	916		29	865	
6	1180		30	883	
7	1111		31	904	
8	1032		32	881	
9	1032		33	973	
10	1106		34	995	
11	1120		35	1008	
12	865		36	956	
13	865		37	956	
14	939		38	974	
15	837		39	973	
16	814		40	1006	
17	831		41	1006	
18	854		42	973	
19	883		43	974	
20	848		44	922	
21	865		45	922	
22	916		46	1058	
23	915		47	995	
24	948		48	973	

COMMUNITY PLAN NUMBER

CP 20189

THIS IS SHEET 14 OF 15 SHEETS

APPROVED
M Jordan
5.11.98

DEPOSITED
9/12/1998
L. J. Peeky
PRO REGISTRAR-GENERAL

APPLICATION 8582288

AMENDED VIDE AP 10189899

CERTIFICATE OF LAND VALUER

I RICHARD RAYMOND WOOD being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 16 Oct. day of 1998

Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 20189

THIS IS SHEET 15 OF 15 SHEETS

APPROVED
5·11·98

DEPOSITED
9/12/1998
PRO REGISTRAR-GENERAL

APPLICATION 8582288

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
49	1064		72	1188	
50	1087		73	1188	
51	1099		74	1155	
52	1047		75	1156	
53	1047		76	1105	
54	1065		77	1105	
55	1064		78	1240	
56	1097		79	1178	
57	1097		80	1155	
58	1064		81	1540	
59	1065		82	1834	
60	1014		83	1561	
61	1014		84	1767	
62	1149		85	1530	
63	1087		86	1530	
64	1064		87	1767	
65	1155		88	1529	
66	1178		89	1885	
67	1190		90	1541	
68	1138		91	1305	
69	1138		92	539	
70	1156		93	539	
71	1155		AGGREGATE	99999	

CERTIFICATE OF LAND VALUER

I RICHARD RAYMOND WOOD being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 16 Oct. day of 1998

Signature of Land Valuer

Independent Inspections
identify. investigate. integrate.

Sinking Fund Forecast

Botanic Apartments



Scheme Number: CC 20189

COMPILED BY Peter Greenham

On April 20 2021

15 Years Starting at : Jan 01 2021

Reference Number V15: 90327

Independent Inspections
ABN 645 8817 4085
T 1300 857 149
F 1300 857 150
M 0402 259 479
E admin@iigi.com.au
W www.iigi.com.au

Professional Indemnity Insurance Policy Number LPP 010907680

FORECAST REPORT CONTENTS

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LOCATION OF PROPERTY..... 2

PROPOSED LEVIES 2

METHODOLOGY 3

ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTIONS 4

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INTRODUCTION

In accordance with your instructions we have carried out an inspection of the property in order to determine a Forecast to assist the managers and owners in setting the appropriate fees to cover the building maintenance costs.

LOCATION OF PROPERTY

9 East Terrace, Adelaide, Sa, 5000

PROPOSED LEVIES

We have estimated that the proposed levies in this report will be adequate to meet projected costs, not traditionally in the administration fund.

We recommend that the forecast be regularly updated to ensure that an accurate assessment of the building and facilities management and to incorporate into the forecast any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement per annum already set is :	$0.90
Number of Lot/Unit Entitlements:	99999
Opening Balance	$2,500,454
The Proposed Sinking Fund levy per entitlement per annum is :	$0.90

METHODOLOGY

We have adopted a forecast period of this report for 15 Years. However, the items that have an effective life beyond the forecast period are taken into consideration in the calculation of the yearly estimated Sinking Fund Levy, as well as those items less than 15 Years. Sinking Fund Items that are identified in the report have been given a materially effective life at the time of inspection, that relates to it's current condition compared to being replaced or painted. We also suggest that the committee review the forecast on an annual basis to take into account changes to the configuration of the building as the building ages.

The levy income has been determined by forecasting the expected expenditure to maintain the building and the effective life and making an allowance for those items that do not have a set lifespan. The levy income is initially adjusted to smooth the effects of major cost fluctuations given the initial fund balance and income depending on the financial position of the building. Levy income is then generally increased at a rate of 3% per annum over the remaining years of the forecast.

Interest receivable on the Sinking Fund Account has been allowed for in the calculation of funds available at a rate of 0.5%. The Interest receivable amount has been determined by using a net rate of 0.5% on the fund balance at the end of the preceding financial year and makes an allowance for charges that may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued in the forecast period.

Replacement costs have been calculated by the current cost for each item to a standard, the same or better than the original at the time of inspection. These forecast costs are increased each year at a rate of 3% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10% per annum has been applied to the forecast costs, it is applied to each item cost in the year the cost that is forecast to occur for allowance of variations from quotations obtained in advance.

The effective life for each item identified is based on its materially effective life at the time of inspection, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

GST has been incorporated to the financials

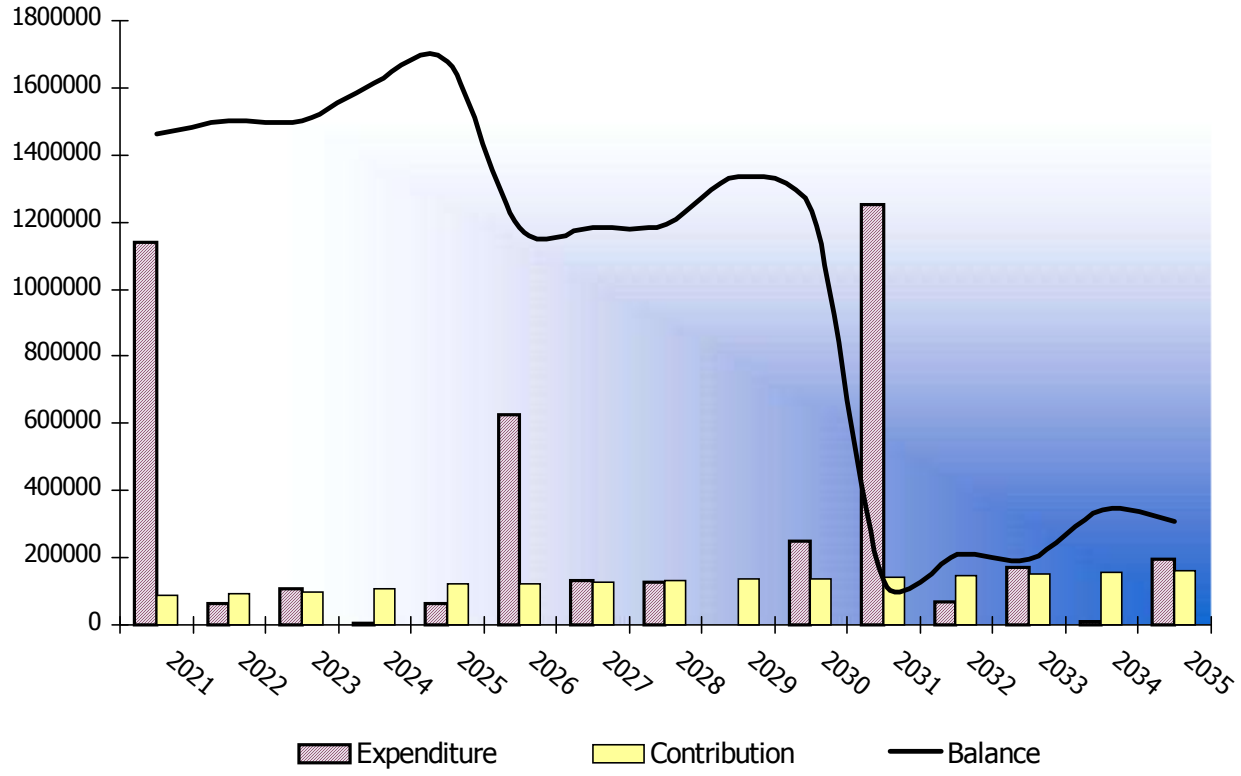
Botanic Apartments

ANNUAL BALANCE FORECAST,EXPENDITURE AND CONTRIBUTION

Year		Costs	Income		Annual Fund Balance		Per Entitlement Levy
Life Years	Financial Year Starting	Estimated Expenditure (Inc GST)	Contribution Total P.A. incl 3.00% Inflation	Bank Interest at .50%	Opening Balance (Beginning of Year)	Closing Balance (End of Year)	
1	Jan 21	$1,139,366	$89,999	12502	$2,500,454	$1,463,589	$.90
2	Jan 22	$61,399	$93,000	7318	$1,463,589	$1,502,508	$.93
3	Jan 23	$106,172	$100,000	7513	$1,502,508	$1,503,849	$1.00
4	Jan 24	$6,809	$110,000	7519	$1,503,849	$1,614,559	$1.10
5	Jan 25	$64,805	$120,000	8073	$1,614,559	$1,677,827	$1.20
6	Jan 26	$624,154	$123,600	8389	$1,677,827	$1,185,662	$1.24
7	Jan 27	$134,281	$127,308	5928	$1,185,662	$1,184,617	$1.27
8	Jan 28	$127,681	$131,127	5923	$1,184,617	$1,193,986	$1.31
9	Jan 29	$0	$135,061	5970	$1,193,986	$1,335,017	$1.35
10	Jan 2030	$247,172	$139,113	6675	$1,335,017	$1,233,633	$1.39
11	Jan 2031	$1,249,825	$143,286	6168	$1,233,633	$133,262	$1.43
12	Jan 2032	$69,922	$147,585	666	$133,262	$211,591	$1.48
13	Jan 2033	$171,117	$152,013	1058	$211,591	$193,545	$1.52
14	Jan 2034	$9,151	$156,573	968	$193,545	$341,935	$1.57
15	Jan 2035	$197,939	$161,270	1710	$341,935	$306,976	$1.61

Botanic Apartments

FORECAST OF COSTS,INCOME AND BANK BALANCE



The Expected Costs (Expenditure) are a summary of the Yearly Expenses expected in the Forecast Year.

The Income represents the Proposed Levies (Contribuitions) for Each Financial Year.
The Closing Bank Balance is at the end of the Year, After Costs have been taken Out.

Botanic Apartments

YEARLY PROJECTED FORECAST SUMMARY

Year Starting **January 2021** Expense

BASEMENT/CAR PARK	
- Repaint Lines/Kerbing	$12,463
- Repaint Walls/Posts/Ceiling Car park	$1,246
- Maintain Driveway Area	$9,970
EXTERNAL FACADE	
- Repaint Building	$62,315
- Repaint Verandah Ceilings	$62,315
- Maintain Pathways	$3,116
- Scaffold Allowance	$112,167
- Maintain Door and Frames	$24,926
- Maintain Stairs / Walkways	$7,478
- Maintain/Repaint Balustrade	$41,128
- Maintain Balconies Waterproofing	$186,945
- Maintain Window Fixtures and Fittings	$68,546
- Maintain and Repaint Screens / Shutters	$62,315
- Allowance For Building Repairs	$62,315
LANDSCAPING	
- Maintain Planter Boxes	$11,217
- Maintain Pathway / Paved Areas	$4,985
- Maintain Irrigation System	$2,493
LOBBY	
- Repaint Walls	$6,855
- Repaint Ceiling	$18,694
- Repaint door face	$11,217
- Maintain/Repaint Balustrade	$68,546
- Maintain Floor Tiles	$62,315
ROOF	
- Maintain Flashing/Guttering and Downpipes	$18,694
STAIRWELL	
- Repaint Walls	$872
MECHANICAL/VENTALATIONS	
- Maintain Fire Hose Reels	$11,217

Year Starting	**January 2021**	Expense
- Maintain Fire Extinguishers		$8,724
- Allowance for Plant/Equipment		$18,694
- Maintain lift interior		$74,778
- Allowance for mechanical upgrade of lift		$99,704
STRUCTURAL CHECKS		
- Structural Engineer Checks		$3,116
Total Forecast Expenditure for year commencing:	January 2021	**$1,139,366**

Year Starting	**January 2022**	Expense
BASEMENT/CAR PARK		
- Replace exhaust/supply fans		$3,851
- Replace/Maintain Garage Door		$4,493
- Maintain/Repair Garage Door Motor		$1,412
FIXTURES/FITTINGS		
- Maintain and Replace CCTV		$12,837
LANDSCAPING		
- Maintain Underground Pipework		$12,837
LOBBY		
- Replace door hardware approx 30%		$8,318
ROOF		
- Maintain Mechanicial Ventilation		$10,270
STAIRWELL		
- Replace door hardware approx 30%		$963
STRUCTURAL CHECKS		
- Minor Works Allowance		$6,418
Total Forecast Expenditure for year commencing:	January 2022	**$61,399**

Year Starting **January 2023** Expense

BASEMENT/CAR PARK	
- Replace Drainage Grates	$2,644
FIXTURES/FITTINGS	
- Maintain outdoor/indoor furniture	$3,305
- Maintain Signage	$2,380
- Maintain Switchboard/ Electrical	$5,289
- Replace Emergency Lighting	$7,272
- Maintain Lighting	$13,222
- Maintain Intercom	$33,055
- Maintain Electricial Wiring	$11,900
LANDSCAPING	
- Remove Trees/Roots	$3,967
MECHANICAL/VENTALATIONS	
- Refurbish Plant Rooms	$6,611
- Maintain/Replace hot water systems	$9,916
- Maintain Cold Water/Spear Pumps	$6,611
Total Forecast Expenditure for year commencing: January 2023	**$106,172**

Year Starting **January 2024** Expense

MECHANICAL/VENTALATIONS	
- Maintain Diesel Motor	$6,809
Total Forecast Expenditure for year commencing: January 2024	**$6,809**

Year Starting **January 2025** Expense

DRIVEWAY /CAR PARK & PAVING	
- Maintain Drainage Grates	$1,683
- Maintain Bitumen Driveway (Patchwork)	$1,403
FENCING	
- Maintain and Repaint Wall	$2,805
ROOF	
- Maintain Metal Roof	$49,095
MECHANICAL/VENTALATIONS	
- Maintain fire pumps/valves	$9,819
Total Forecast Expenditure for year commencing: January 2025	**$64,805**

Year Starting **January 2026** Expense

EXTERNAL FACADE	
- Maintain Pathways	$3,612
- Maintain Door and Frames	$28,896
- Maintain Stairs / Walkways	$8,669
- Maintain Balconies Waterproofing	$216,720
- Maintain Window Fixtures and Fittings	$79,464
- Maintain and Repaint Screens / Shutters	$72,240
- Allowance For Building Repairs	$72,240
LANDSCAPING	
- Maintain Planter Boxes	$13,003
- Maintain Pathway / Paved Areas	$5,779
- Maintain Irrigation System	$2,890
LOBBY	
- Maintain Floor Tiles	$72,240
MECHANICAL/VENTALATIONS	
- Maintain Fire Hose Reels	$13,003
- Maintain Fire Extinguishers	$10,114
- Allowance for Plant/Equipment	$21,672
STRUCTURAL CHECKS	
- Structural Engineer Checks	$3,612
Total Forecast Expenditure for year commencing: January 2026	**$624,154**

Year Starting **January 2027** Expense

BASEMENT/CAR PARK	
- Replace exhaust/supply fans	$4,464
- Repaint Lines/Kerbing	$14,881
- Maintain/Repair Garage Door Motor	$1,637
DRIVEWAY /CAR PARK & PAVING	
- Recoat Bitumen Driveway Surface	$49,109
FIXTURES/FITTINGS	
- Maintain/Repair Mail Boxes	$11,764
- Maintain and Replace CCTV	$14,881
LANDSCAPING	
- Maintain Underground Pipework	$14,881
LOBBY	
- Replace door hardware approx 30%	$9,643
ROOF	
- Maintain Mechanicial Ventilation	$11,905
STAIRWELL	
- Replace door hardware approx 30%	$1,116
Total Forecast Expenditure for year commencing: January 2027	**$134,281**

Year Starting **January 2028** Expense

FIXTURES/FITTINGS	
- Maintain outdoor/indoor furniture	$3,832
- Maintain Signage	$2,759
- Maintain Switchboard/ Electrical	$6,131
- Replace Emergency Lighting	$8,430
- Maintain Lighting	$15,328
- Maintain Intercom	$38,320
- Maintain Electricial Wiring	$13,795
LANDSCAPING	
- Remove Trees/Roots	$4,598
MECHANICAL/VENTALATIONS	
- Refurbish Plant Rooms	$7,664
- Maintain/Replace hot water systems	$11,496
- Maintain Cold Water/Spear Pumps	$7,664
STRUCTURAL CHECKS	
- Minor Works Allowance	$7,664
Total Forecast Expenditure for year commencing: January 2028	**$127,681**

Year Starting **January 2030** Expense

BASEMENT/CAR PARK	
- Replace Drainage Grates	$3,252
DRIVEWAY /CAR PARK & PAVING	
- Maintain Bitumen Driveway (Patchwork)	$1,626
EXTERNAL FACADE	
- Replace Balcony Balustrades over 25 years	$48,784
FENCING	
- Maintain and Repaint Wall	$3,252
LOBBY	
- Replace balustrades over 20 years	$97,568
ROOF	
- Maintain Flashing/Guttering and Downpipes	$24,392
- Maintain Metal Roof	$56,915
MECHANICAL/VENTALATIONS	
- Maintain fire pumps/valves	$11,383
Total Forecast Expenditure for year commencing: January 2030	**$247,172**

Year Starting **January 2031** Expense

BASEMENT/CAR PARK	
- Repaint Walls/Posts/Ceiling Car park	$1,675
EXTERNAL FACADE	
- Repaint Building	$83,746
- Repaint Verandah Ceilings	$83,746
- Maintain Pathways	$4,187
- Scaffold Allowance	$150,743
- Maintain Door and Frames	$33,498
- Maintain Stairs / Walkways	$10,050
- Maintain/Repaint Balustrade	$55,272
- Maintain Balconies Waterproofing	$251,238
- Maintain Window Fixtures and Fittings	$92,121
- Maintain and Repaint Screens / Shutters	$83,746
- Allowance For Building Repairs	$83,746
LANDSCAPING	
- Maintain Planter Boxes	$15,074
- Maintain Pathway / Paved Areas	$6,700
- Maintain Irrigation System	$3,350
LOBBY	
- Repaint Walls	$9,212
- Repaint Ceiling	$25,124
- Repaint door face	$15,074
- Maintain/Repaint Balustrade	$92,121
- Maintain Floor Tiles	$83,746
STAIRWELL	
- Repaint Walls	$1,172
MECHANICAL/VENTALATIONS	
- Maintain Fire Hose Reels	$15,074
- Maintain Fire Extinguishers	$11,724
- Maintain Diesel Motor	$8,375
- Allowance for Plant/Equipment	$25,124
STRUCTURAL CHECKS	
- Structural Engineer Checks	$4,187

Year Starting	**January 2031**	Expense

Total Forecast Expenditure for year commencing:	January 2031	**$1,249,825**

Year Starting	**January 2032**	Expense

BASEMENT/CAR PARK	
- Replace exhaust/supply fans	$5,176
- Maintain/Repair Garage Door Motor	$1,898
DRIVEWAY /CAR PARK & PAVING	
- Maintain Drainage Grates	$2,070
FIXTURES/FITTINGS	
- Maintain and Replace CCTV	$17,252
LANDSCAPING	
- Maintain Underground Pipework	$17,252
LOBBY	
- Replace door hardware approx 30%	$11,179
ROOF	
- Maintain Mechanicial Ventilation	$13,801
STAIRWELL	
- Replace door hardware approx 30%	$1,294

Total Forecast Expenditure for year commencing:	January 2032	**$69,922**

Year Starting	**January 2033**	Expense
BASEMENT/CAR PARK		
- Repaint Lines/Kerbing		$17,769
- Maintain Driveway Area		$14,215
FIXTURES/FITTINGS		
- Maintain outdoor/indoor furniture		$4,442
- Maintain Signage		$3,198
- Maintain Switchboard/ Electrical		$7,108
- Replace Emergency Lighting		$9,773
- Maintain Lighting		$17,769
- Maintain Intercom		$44,423
- Maintain Electricial Wiring		$15,992
LANDSCAPING		
- Remove Trees/Roots		$5,331
MECHANICAL/VENTALATIONS		
- Refurbish Plant Rooms		$8,885
- Maintain/Replace hot water systems		$13,327
- Maintain Cold Water/Spear Pumps		$8,885
Total Forecast Expenditure for year commencing:	January 2033	**$171,117**

Year Starting	**January 2034**	Expense
STRUCTURAL CHECKS		
- Minor Works Allowance		$9,151
Total Forecast Expenditure for year commencing:	January 2034	**$9,151**

Year Starting **January 2035** Expense

DRIVEWAY /CAR PARK & PAVING	
- Maintain Bitumen Driveway (Patchwork)	$1,885
FENCING	
- Maintain and Repaint Wall	$3,770
LOBBY	
- Replace balustrades over 20 years	$113,108
ROOF	
- Maintain Metal Roof	$65,980
MECHANICAL/VENTALATIONS	
- Maintain fire pumps/valves	$13,196
Total Forecast Expenditure for year commencing: January 2035	**$197,939**

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
EXTERNAL FACADE																	
- Repaint Building	$50,000	2021	10	62315										83746			
- Repaint Verandah Ceilings	$50,000	2021	10	62315										83746			
- Maintain Pathways	$2,500	2021	5	3116					3612					4187			
- Scaffold Allowance	$90,000	2021	10	112167										150743			
- Maintain Door and Frames	$20,000	2021	5	24926					28896					33498			
- Maintain Stairs / Walkways	$6,000	2021	5	7478					8669					10050			
- Maintain/Repaint Balustrade	$33,000	2021	10	41128										55272			
- Replace Balcony Balustrades over 25 years	$30,000	2030	10										48784				
- Maintain Balconies Waterproofing	$150,000	2021	5	186945					216720					251238			
- Maintain Window Fixtures and Fittings	$55,000	2021	5	68546					79464					92121			
- Maintain and Repaint Screens / Shutters	$50,000	2021	5	62315					72240					83746			
- Allowance For Building Repairs	$50,000	2021	5	62315					72240					83746			
ROOF																	
- Maintain Mechanicial Ventilation	$8,000	2022	5		10270					11905					13801		
- Maintain Flashing/Guttering and Downpipes	$15,000	2021	9	18694									24392				
- Maintain Metal Roof	$35,000	2025	5					49095					56915				

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
BASEMENT/CAR PARK																	
- Replace exhaust/supply fans	$3,000	2022	5		3851					4464					5176		
- Repaint Lines/Kerbing	$10,000	2021	6	12463						14881						17769	
- Repaint Walls/Posts/Ceiling Car park	$1,000	2021	10	1246										1675			
- Maintain Driveway Area	$8,000	2021	12	9970												14215	
- Replace Drainage Grates	$2,000	2023	7			2644							3252				
- Replace/Maintain Garage Door	$3,500	2022	15		4493												
- Maintain/Repair Garage Door Motor	$1,100	2022	5		1412					1637					1898		
LOBBY																	
- Repaint Walls	$5,500	2021	10	6855										9212			
- Repaint Ceiling	$15,000	2021	10	18694										25124			
- Repaint door face	$9,000	2021	10	11217										15074			
- Maintain/Repaint Balustrade	$55,000	2021	10	68546										92121			
- Replace balustrades over 20 years	$60,000	2030	5										97568				
- Maintain Floor Tiles	$50,000	2021	5	62315					72240					83746			
- Replace door hardware approx 30%	$6,480	2022	5		8318					9643					11179		
STAIRWELL																	
- Repaint Walls	$700	2021	10	872										1172			
- Replace door hardware approx 30%	$750	2022	5		963					1116					1294		

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
DRIVEWAY /CAR PARK & PAVING																	
- Maintain Drainage Grates	$1,200	2025	7					1683							2070		
- Recoat Bitumen Driveway Surface	$33,000	2027	15							49109							
- Maintain Bitumen Driveway (Patchwork)	$1,000	2025	5					1403					1626				
FENCING																	
- Maintain and Repaint Wall	$2,000	2025	5					2805					3252				
LANDSCAPING																	
- Maintain Planter Boxes	$9,000	2021	5	11217					13003					15074			
- Remove Trees/Roots	$3,000	2023	5			3967					4598					5331	
- Maintain Underground Pipework	$10,000	2022	5		12837					14881					17252		
- Maintain Pathway / Paved Areas	$4,000	2021	5	4985					5779					6700			
- Maintain Irrigation System	$2,000	2021	5	2493					2890					3350			
FIXTURES/FITTINGS																	
- Maintain outdoor/indoor furniture	$2,500	2023	5			3305					3832					4442	
- Maintain Signage	$1,800	2023	5			2380					2759					3198	
- Maintain Switchboard/ Electrical	$4,000	2023	5			5289					6131					7108	
- Maintain/Repair Mail Boxes	$7,905	2027	10							11764							
- Replace Emergency Lighting	$5,500	2023	5			7272					8430					9773	
- Maintain Lighting	$10,000	2023	5			13222					15328					17769	
- Maintain and Replace CCTV	$10,000	2022	5		12837					14881					17252		
- Maintain Intercom	$25,000	2023	5			33055					38320					44423	
- Maintain Electricial Wiring	$9,000	2023	5			11900					13795					15992	

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
MECHANICAL/VENTALATIONS																	
- Maintain Fire Hose Reels	$9,000	2021	5	11217					13003					15074			
- Maintain Fire Extinguishers	$7,000	2021	5	8724					10114					11724			
- Maintain Diesel Motor	$5,000	2024	7				6809							8375			
- Allowance for Plant/Equipment	$15,000	2021	5	18694					21672					25124			
- Maintain lift interior	$60,000	2021	17	74778													
- Allowance for mechanical upgrade of lift	$80,000	2021	15	99704													
- Refurbish Plant Rooms	$5,000	2023	5			6611					7664					8885	
- Maintain fire pumps/valves	$7,000	2025	5					9819					11383				
- Maintain/Replace hot water systems	$7,500	2023	5			9916					11496					13327	
- Maintain Cold Water/Spear Pumps	$5,000	2023	5			6611					7664					8885	
STRUCTURAL CHECKS																	
- Structural Engineer Checks	$2,500	2021	5	3116					3612					4187			
- Minor Works Allowance	$5,000	2022	6		6418						7664						9151
	$1,224,435			1139366	61399	106172	6809	64805	624154	134281	127681		247172	1249825	69922	171117	9151

REPORT NOTES -

The replacement costs included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every effort has been made to accurately estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary and it is recommended that quotations are sourced as in advance of any anticipated sinking find maintenance costs as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection.

COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:
Associate Diploma (Laboratory Operations), Diploma (Civil Engineering),
Diploma (Quality Management), Diploma (Business), Diploma (Training and Assessment),Diploma (Laboratory Technology), Lead Environmental Auditor, National Association of Testing Authorities Technical Assessor for Construction Materials. Member of the Australian Organisation for Quality.

READILY ACCESSIBLE AREA INSPECTED
The inspection covered the Readily Accessible Areas of the property including:
Building Interior, Building Exterior, Roof Exterior, Driveway Areas,The grounds including, landscaping, retaining walls, fences within the property boundaries.
The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.

Other Comments

GENERAL CONDITIONS OF ENGAGEMENT

1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS

1.2 Independent Inspections Pty Ltd ("Consultant") will:
(a) perform the services ("Services") which it has agreed to perform for its client ("Client") including any variations with due care, skill and diligence;
(b) comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
(c) perform the Services in a timely manner or within an agreed program for the commencement and completion of the Services to the extent that it is within the Consultant's reasonable control to do so

2 PAYMENT

2.1 The Client will pay to the Consultant the agreed fee for the performance of the Services plus related disbursements. If no fee or basis for calculating the fee has been agreed, then the Consultant is entitled to be paid a reasonable fee taking into consideration the Consultant's Schedule of Hourly Rates, By Category, For Fees on a Time Basis, current at the time the Services are performed, a copy of which shall be provided by the Consultant to the Client upon request.
2.2 Tax invoices issued by the Consultant for payment for the Services performed must be paid by the Client within 14 days of receipt, unless otherwise agreed.
2.3 If the Consultant's fees exclude any goods and services tax or the like tax ("GST"), the Client shall also pay to the Consultant the GST applicable to those fees.
2.4 Late payment of fees shall constitute a default and the client shall be a default interest on overdue amounts from the date of payment at a rate of 10% of the amount due each 7 days overdue.

3 VARIATIONS/DOCUMENTS

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required
or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change

4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

4.1 The Client agrees prior to placing the order that they have read and agreed to the conditions of engagement and by the placement of the order by phone, fax or email is liable for charges incurred.
4.2 The Client will provide the Consultant with all relevant information and documents relating to the Client's requirements;
4.3 promptly and satisfactorily answer all reasonable enquiries and furnish information requested by the Consultant;
4.4 take all reasonable steps to avoid doing or omitting anything which may delay the Consultant in performing the Services;
4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and
regulatory requirements such as permit or approval fees; and
4.6 discharge its obligations reasonably and in good faith.
4.7 An instruction by the Client to vary anything in drawings, specifications or other documents issued previously by the Consultant and complying with this Agreement or where amendments to such documents become necessary or desirable because of circumstances beyond the reasonable control of the Consultant, such instructions or amendments shall be considered to be a change to the Services.
4.8 The Client accepts the risk of using drawings, specifications, reports or any other documents issued by the Consultant in electronic form without requesting
and checking them for accuracy against an original hard copy version.

5 DELAY AND EXTENSION OF TIME

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services
by an act, omission or event beyond the reasonable control of the Consultant.
5.2 If the Consultant is delayed in performing the Services by the Client or its contractors or agents, the Client will pay to the Consultant such costs, expenses,
loss or damage incurred by the Consultant or for which the Consultant is liable due to the delay

6 TERMINATION AND SUSPENSION OF SERVICES

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its
rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified
in the notice, the other party may, without further notice, suspend or terminate this Agreement.
6.2 Either party may suspend or terminate this Agreement by written notice to the other party:
(a) Where a party, in the reasonable opinion of the other party suffers or may potentially suffer an adverse or potentially adverse alteration in its financial capacity to function as a solvent business or entity
(b) In the event of any occurrence or threat made by anyone in that is connected with Terrorism or War and in connection with this Agreement.

7 LIABILITY

7.1 The Consultant accepts responsibility for the performance or non-performance of the Services to the extent provided in this Agreement.
7.2 Consultant shall have no liability to the Client for or in connection with any indirect, economic, special or consequential loss or damage including without
limitation; loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent,
financing and holding costs in connection with the Services.
7.3 Notwithstanding any other provision of this Agreement,
(a) to the extent permissible by law, the Consultant will only be liable to the Client whether under contract, in tort, under statute or otherwise for any loss, damage or injury to the extent and in the proportion to which such loss, damage or injury is caused by the fault of the Consultant; and
(b) unless the Consultant's liability is limited under subclause 7.4, the Consultant's aggregate liability to the Client arising out of the performance or nonperformance of the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the fee payable to the Consultant under this Agreement (excluding GST and reimbursable expenses) or $100,000, whichever is the lesser

7.4 This subclause 7.4 only applies if the law governing this Agreement is that of an Australian State or Territory and/or the Commonwealth of Australia. The liability of the Consultant for breach of any term, condition or warranty under or implied by the Trade Practices Act 1974 ("Act") shall be limited, at the option of the Consultant, and to the extent permitted by the Act, to:
(i) the supplying of the Services again; or
(ii) the payment of the cost of having the Services supplied again.
7.5 Any liability which the Consultant may have in connection with the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be deemed to have been discharged at the expiration of 2 years from the completion of the Services and the Client is thereafter barred from commencing any action or making any claims against the Consultant in connection with the Services, unless legal proceedings are issued and the associated formal documentation served upon the Consultant within that period

8 ASBESTOS, MOULD TERRORISM

8.1 Notwithstanding anything else in this Agreement or any document or representations made by anyone and to the extent permitted by law, the Consultant shall not be liable or held responsible whether under the law of contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of whatsoever nature (including personal injury and death) directly or indirectly caused by, resulting from, based upon, attributable to, in consequence of or in connection with asbestos or Mould or any act of Terrorism or War regardless of any other cause or event contributing concurrently or in any other sequence.
8.2 The Client releases the Consultant from all causes of action, proceedings, claims, demands, liabilities or rights which the Client has or may have had but for subclause 8.1 above and this subclause 8.2 and is barred from commencing any proceedings against the Consultant for any loss or damage caused by anything in connection with asbestos, Mould, Terrorism or War.
8.3 For the purposes of this clause:
(a) "Mould" means fungi, moulds, spores or mycotoxins of any kind;
(b) "Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; and
(c) "War" means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of, or damage to, property by or under the order of any government or public local authority.

9 MISCELLANEOUS

9.1 If the Consultant began to perform the Services before this Agreement was agreed to by all the parties, the terms of this Agreement shall apply retrospectively from when the Services began to be performed.
9.2 If the whole or any part of a clause in this Agreement is unenforceable for any reason, it shall be severed from this Agreement so that the remaining part of the clause or Agreement continues to operate as if the severed part had never been included in this Agreement.
9.3 Any conditions identified as Special Conditions shall take precedence over any other clause in this Agreement.
9.4 The Agreement shall be governed and construed in accordance with the laws of the Country, State or Territory where the majority of the Services are performed.
9.5 The Consultant shall retain copyright of all the intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they were intended. The ownership of date and factual information collected by the Consultant and paid for by the client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this agreement

FORECAST EXPENDITURE BY BUILDING AREAS

Monday, 12 July 2021

Area	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
BASEMENT/CAR PARK	23679	9756	2644	0	0	0	20982	0	0	3252	1675	7074	31984	0	0
DRIVEWAY /CAR PARK & PAVING	0	0	0	0	3086	0	49109	0	0	1626	0	2070	0	0	1885
EXTERNAL FACADE	693566	0	0	0	0	481841	0	0	0	48784	932093	0	0	0	0
FENCING	0	0	0	0	2805	0	0	0	0	3252	0	0	0	0	3770
FIXTURES/FITTINGS	0	12837	76423	0	0	0	26645	88595	0	0	0	17252	102705	0	0
LANDSCAPING	18695	12837	3967	0	0	21672	14881	4598	0	0	25124	17252	5331	0	0
LOBBY	167627	8318	0	0	0	72240	9643	0	0	97568	225277	11179	0	0	113108
MECHANICAL/VENTALATIONS	213117	0	23138	6809	9819	44789	0	26824	0	11383	60297	0	31097	0	13196
ROOF	18694	10270	0	0	49095	0	11905	0	0	81307	0	13801	0	0	65980
STAIRWELL	872	963	0	0	0	0	1116	0	0	0	1172	1294	0	0	0
STRUCTURAL CHECKS	3116	6418	0	0	0	3612	0	7664	0	0	4187	0	0	9151	0
	1139366	61399	106172	6809	64805	624154	134281	127681		247172	1249825	69922	171117	9151	197939

Orig: LF 10712647

13:13 30-May-2007
2 of 2 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.

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

Correction to:

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

1. .....
2. .....
3. .....
4. .....

Lands Titl 13:14 30/05/07 208150
REGISTRATION FEE $104.00

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

ITEM(S)	AGENT CODE

PICK-UP NO.	
CP	

CORRECTION	PASSED
	MM

FILED 4/6/2006

Mark McNeil

PRO REGISTRAR-GENERAL

© LAWSOFT PTY LTD (June 2005)

Lic No.1

Tuesday, 25 October 2005

ADELAIDE STRATA AND COMMUNITY MANAGEMENT

RECEIVED
26 OCT 2005

Rudall & Rudall
Att: Theresa
PO Box 696
Gawler SA 5118

RE: COMMUNITY CORPORATION 20189 INC.
9 East Terrace, Adelaide SA 5000

Dear Theresa,

This is the scheme description referred to in the accompanying application.

Yours Sincerely

R. Spragg

Per
Robyn Spragg
Body Corporate Manager
For and on behalf of Community Corporation 20189 Inc.

ADELAIDE STRATA MANAGEMENT PTY LTD
ABN 73 058 476 056
102 GREENHILL ROAD
UNLEY SA 5061
TELEPHONE (08) 8373 7111
FACSIMILE (08) 8373 5904
asm@asmweb.com.au

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO 020:C009:98

COMMUNITY SCHEME DESCRIPTION

PLAN NO 20189

Off 5-13 East Terrace, Adelaide, SA 5000

CO/4/98

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO 020:C009:98

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

PLAN NO. 20189

INDEX

1. Identification of the Community Parcel, Community Strata Lots and Common Property
2. Purposes for which the Community Strata Lots and Common Property may be used
3. Buildings and Other Improvements
4. Subsequent Stages of the Plan of Community Division
5. Obligations to Improve or Develop the Common Property
6. Time for Completion of Developer Obligations
7. Standard of Developer Works
8. Conditions of Development Imposed Pursuant to the Development Act, 1993
9. Other Important Features of the Scheme
10. Other Information Required by the Regulations
11. Definitions

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO 020:C009:98

(e) structures for storage and disposal of waste and rubbish, two lift shafts and ancillary plant and equipment and lift carriages, stairways, car park access ramps, pump room and ancillary plant and equipment, valve room and ancillary plant and equipment, manager's office, electricity supply transformer and switch gear, cleaner's store, Red Cross unit, structures for controlling access to the car park areas and structures and ancillary plant, equipment, fixtures, fittings and furnishings and portion of the Common Property fronting East Terrace Adelaide to be used for the creation of a security lobby (including the provision of a reception area and postal boxes for residents) and for the purpose of providing pedestrian access to the building; and

(f) other purposes necessary or desirable for the development, management and operation of a prestigious luxury apartment building incorporating on site car parking.

2.3 The Community Strata Lot designated on the Community Strata Plan as the "manager's apartment" shall only be used for the purpose of residential accommodation of the manager of the building the subject of the Community Strata Plan.

3. **Buildings and Other Improvements**

3.1 An Owner shall not do or permit to be done any of the following:

(a) the making or effecting of any structural alteration to, upon within or about a Community Strata Lot or any Community Strata Lot subsidiary;

(b) the erection, affixing, or placement of any plant, equipment or apparatus to, upon, within or about a Community Strata Lot or any Community Strata Lot subsidiary;

other than any plant, equipment or apparatus reasonably incidental to the use of the Community Strata Lot and/or the Community Lot subsidiary for residential purposes.

3.2 Any plant, equipment, fixtures, fittings, furnishings or apparatus erected, affixed, placed on or made to any Community Strata Lot or any Community Strata Lot subsidiary when visible from outside the building erected upon the Community Parcel (*building*) must be to a standard consistent with the maintenance and preservation of the building as a luxury residential apartment building.

4. **Subsequent Stages of the Plan of Community Division**

The building will be constructed in one stage.

There will be certain works (the "*Works*") to be performed to or on the Common Property or to or on various Community Strata Lots after initial practical completion of the building. Those Works are detailed on Annexure B to the Development Contract lodged with this Scheme Description;

It is a term of the Consent granted by the Corporation of the City of Adelaide pursuant to the Development Act 1993 to this Community Strata Scheme and Community Plan No 20189 that

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO 020:C009:98

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

1.1 The Community Parcel is the whole of Lot 1 in DP 50948 being the whole of the land comprised in Certificate of Title Register Book Volume 5176 Folio 160 and portion of the land comprised in Certificate of Title Register Book Volume 5176 Folio 161.

1.2 The Community Parcel and the Community Strata Lots and Common Property into which the parcel is to be divided are identified in Community Plan No 20189.

1.3 The Community Strata Plan is a primary plan being the division of the Common Parcel into ninety three (93) Community Strata Lots and the Common Property.

1.4 The Community Strata Plan comprises an eight level luxury residential apartment building comprising 93 apartments all with balconies (comprising one, two and three bedroom apartments) together with Community Strata Lot subsidiaries comprising balcony, airconditioner and certain car parking spaces, constructed upon land known as 9 East Terrace Adelaide South Australia. The first two levels of the Building incorporate car parking with the six upper levels dedicated to the residential apartments. The Building is constructed around a central atrium. The Common Property includes an access lobby from East Terrace through the Building constructed in front of the Building providing pedestrian access to the Building together with roadways and pedestrian access ways providing pedestrian and vehicular access to the Building together with garden areas, two lifts serving each floor level of the Building, car park access ramps and certain other building facilities of a service and/or mechanical nature. The development on the Community Parcel will be in accordance with Development Application No 41891.

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

2.1 A Community Strata Lot may be used only for the purpose of residential accommodation. A Community Strata Lot may shall be used or occupied for such purpose before a Certificate of Occupancy has been issued in respect of such Community Strata Lot by the Corporation of the City of Adelaide.

2.2 Subject to the Act and the By-Laws, the Common Property is to be used only for the following purposes:

(a) access to the Community Strata Lot subsidiaries such as car parking spaces;

(b) access to Community Strata Lots;

(c) provision of service infrastructure;

(d) implementing and ensuring the continued implementation of the conditions of consent under Development Application No 41891, a copy of which is annexed hereto and marked "Annexure A";

the Works are completed in the manner and in the time frame specified in the Development Contract lodged with this Scheme Description.

5. **Obligations to Improve or Develop the Common Property**

The Developer is obliged to arrange for, facilitate and effect on or about and/or to the Common Property the Works.

6. **Time for Completion of Developer Obligations**

6.1 The estimated time for completion of the Works is the 14th day of January 1999.

6.2 The estimated time for completion of the Community Strata Lots is the 14th day of January 1999.

6.3 The Developer agrees to use its best endeavours to effect and complete (or procure the effecting and completion) of the Works by the times indicated in the "indicative works schedule" forming Annexure C thereto.

7. **Standard of Developer Works**

The Developer shall perform the Works the subject of this Development Contract to a standard commensurate with a high class residential apartment building except where otherwise specified in the Development Contract or any Annexure thereto.

8. **Conditions of Development Imposed Pursuant to the Development Act, 1993**

The division of the Community Parcel is subject to conditions imposed by the relevant planning authority. Those Conditions are specified in Annexure A to this Community Strata Scheme Description.

9. **Other Important Features of the Scheme**

There is no intended further division of a Community Strata Lot by a secondary plan by the Developer. Any further division by either the Developer or the Owner of a Community Strata Lot shall require consent under and pursuant to the Development Act 1993 and the Community Titles Act 1996.

10. **Other Information Required by the Regulations**

No other information is required by the regulations.

11. **Definitions**

Words defined in the Community Titles Act 1996 or the By-Laws have the same meanings in this Scheme Description.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION DEVELOPMENT NO 020:C009:98

Endorsement:

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

   OR

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

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.

DATED this 30th day of March 2007 ~~1998~~

Endorsed by:

Rick Hutchins
Team Leader - Planning Assessment.

Name

on behalf of the Corporation of the City of Adelaide in the presence of:

Witness

Edouard Pool

Name of Witness

SAT2045885

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION DEVELOPMENT NO 020:C009:98

Endorsement:

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

   OR

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

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.

DATED this 30th day of March 2007 ~~1998~~

Endorsed by:

.....

Name Rick Hutchins
Team Leader- Planning Assessment.

on behalf of the Corporation of the City of Adelaide in the presence of:

.....

Witness

Edward Poel

Name of Witness

Re-endorsed by:

.....

Name Rebecca Retschlack
Team Leader - Planning Assessment

on behalf of the Corporation of the City of Adelaide in the presence of:

.....

Witness

ANDREW HOUGHTON

Name of Witness

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
DEVELOPMENT NO 020:C009:98

ANNEXURE A

(Copy of Development Application No 41891)

(Refer Item 2.2(d))

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE SA 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr M Chang (Tel 203 7307)
Reference: Facsimile: 203 7588

BF1753 (MC:AB)

ASSIGNMENT OF CLASSIFICATION

CERTIFICATE NUMBER 3816
DATE 12 August 1996
DEVELOPMENT APPLICATION 41891

Theodore Xenophou
16 Kauri Drive
DERNANCOURT 5075

The building situated at 9-9A East Terrace, Adelaide, PTA 31, has been assigned the class or classes specified herein:

STOREY OR PORTION OF BUILDING		CLASS OR CLASSES OF BUILDING (for explanation of classes see over)
First Storey (Ground)		7
Second Storey		7
Third to Eighth Stories		2

NOTE: The approval of Council must be obtained before the use or uses of the building may be changed.
The use of the above building or any portion thereof for a purpose not covered by this certificate is an offence under the Development Act.

DEVELOPMENT NUMBER

41891-00

FOR DEVELOPMENT APPLICATION: DATED 28/06/96
REGISTERED ON 09/08/96

LOCATION OF PROPOSED DEVELOPMENT: 9-9a East Terrace, ADELAIDE 5000

CT: VOLUME: FOLIO:

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT ARE AS FOLLOWS:

DEVELOPMENT ACT, 1993

Section 36(2) - The conditions of the modifications granted pursuant to this Section shall be complied with.

Reason To ensure adequate level of life and fire safety.

DEVELOPMENT REGULATIONS, 1993

Regulation 15- A certificate certifying that the design and performance of the fire main, fire hydrants, and fire sprinklers is in accordance with the provisions of the Part E1 of the BCA shall be supplied and approved prior to the commencement of such work.

Reason To ensure the structural sufficiency and serviceability of the structure.

Regulation 21-Certificates of indemnity insurance in relation to the work shall be submitted pursuant to this Regulation on or before the giving of notice under Regulation 74 of commencement of the building work.

Reason To ensure the building owner is protected by the statutory warranties and benefits detailed in Section 30 of the Builders Licensing Act.

BUILDING CODE OF AUSTRALIA

Clause A2.2-A certificate shall be submitted in accordance with this Clause certifying that the performance of the fire main, the fire hydrants and fire sprinklers is in accordance with the provisions of Part E1.

Reason To provide evidence to support the use of the materials, form of construction and design.

Clause A2.2-A certificate shall be submitted in accordance with this Clause certifying that the enclosing walls and windows are designed and constructed to meet the provisions of Clause B1.1 and F1.4 shall be submitted to the satisfaction of the Building Surveyor.

Reason To provide evidence to support the use of the materials, form of construction and design.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION DEVELOPMENT NO 020:C009:98

ANNEXURE A

(Copy of Development Application No 41891)

(Refer Item 2.2(d))

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE SA 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr M Chang (Tel 203 7307)
Reference: Facsimile: 203 7588

BF1753 (MC:AB)

ASSIGNMENT OF CLASSIFICATION

CERTIFICATE NUMBER 3816
DATE 12 August 1996
DEVELOPMENT APPLICATION 41891

Theodore Xenophou
16 Karri Drive
DERNANCOURT 5075

The building situated at 9-9A East Terrace, Adelaide, PTA 31, has been assigned the class or classes specified herein:

STOREY OR PORTION OF BUILDING	[illegible]	CLASS OR CLASSES OF BUILDING (for explanation of classes see over)
First Storey (Ground)		7
Second Storey		7
Third to Eighth Stories		2

NOTE: The approval of Council must be obtained before the use or uses of the building may be changed.
The use of the above building or any portion thereof for a purpose not covered by this certificate is an offence under the Development Act.

DEVELOPMENT NUMBER

41891-00

FOR DEVELOPMENT APPLICATION: DATED 28/06/96
REGISTERED ON 09/08/96

LOCATION OF PROPOSED DEVELOPMENT: 9-9a East Terrace, ADELAIDE 5000

CT: VOLUME: FOLIO:

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT ARE AS FOLLOWS:

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DEVELOPMENT REGULATIONS, 1993

Regulation 15- A certificate certifying that the design and performance of the fire main, fire hydrants, and fire sprinklers is in accordance with the provisions of the Part E1 of the BCA shall be supplied and approved prior to the commencement of such work.

Reason To ensure the structural sufficiency and serviceability of the structure.

Regulation 21-Certificates of indemnity insurance in relation to the work shall be submitted pursuant to this Regulation on or before the giving of notice under Regulation 74 of commencement of the building work.

Reason To ensure the building owner is protected by the statutory warranties and benefits detailed in Section 30 of the Builders Licensing Act.

BUILDING CODE OF AUSTRALIA:

Clause A2.2-A certificate shall be submitted in accordance with this Clause certifying that the performance of the fire main, the fire hydrants and fire sprinklers is in accordance with the provisions of Part E1.

Reason To provide evidence to support the use of the materials, form of construction and design.

Clause A2.2-A certificate shall be submitted in accordance with this Clause certifying that the enclosing walls and windows are designed and constructed to meet the provisions of Clause B1.1 and F1.4 shall be submitted to the satisfaction of the Building Surveyor.

Reason To provide evidence to support the use of the materials, form of construction and design.

Clause B1.1-The building shall be protected against termite attack in accordance with this Clause and of AS3660 Part 1.

Reason To ensure the safety and serviceability of the structural components in the building.

Clause C3.14-Service installations penetrating a building element that is required to have an FRL must be installed in accordance with this Clause.

Reason To ensure that a fire is contained to one compartment in the building and cannot spread through service penetrations in fire barriers.

Clause D2.21-Doorways and doors forming part of a required exit or in the path of travel to a required exit shall be readily openable without a key from the side that faces a person seeking egress, except in accordance with this Clause.

Reason To ensure ready access to exits by people generally unfamiliar with the building.

Clause D3.2 & D3.3- 5% of the total number of units must be provided with access and facilities for disabled persons in accordance with these Clauses.

Reason To provide access and facilities for people with disabilities.

Part E1-The fire service installations shall be tested in accordance with this Part.

Reason To facilitate the fighting of fire and restrict fire growth.

Clause E1.7- Self-contained smoke alarms shall be installed in accordance with this Clause.

Reason To ensure the occupants are given adequate warning so they can evacuate the building in an emergency.

Clause E1.9 Fire fighting precautions shall be taken during construction in accordance with this Clause.

Reason To provide appropriate firefighting equipment for use by building workers and the fire brigade.

Part F5-The sound transmission class of any wall or floor of a building as required by this part must not be reduced by any construction or installation or penetration by any services.

Reason To ensure wall and floor construction adequately shields occupants from adjoining noise sources.

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

DEVELOPMENT NUMBER: 41891-00

LOCATION OF PROPOSED DEVELOPMENT:

ADVICES:-

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

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 203 7420 or 203 7426.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

Expiration Time of Approval

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless the development has been lawfully commenced by substantial work on the site of the development within such period, in which case the approval will lapse within 3 years from the operative date of the approval subject to the proviso that if the development has been substantially or fully completed within those 3 years, the approval will not lapse.

Building Levels

Before commencing work, the finished building levels should be checked against the footpath levels to ensure access for the disabled, vehicular access and stormwater disposal will comply with relevant codes and approvals. An application for levels along the public boundary should be made to the Principal Design Engineer, Urban Design Services Department, Corporation of the City of Adelaide. The Corporation of the City of Adelaide will not adjust footpath levels to suit finished building levels.

Storm Water Drainage

The method of disposing of storm water drainage should be discussed with and approved by Council's Division of Urban Services prior to completion of detailed design plans for Provisional Building Rules Consent.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

Protecting Adjoining Land

The provisions of Section 60 and Regulation 75 should be complied with in respect of protecting the adjoining land or premises and giving the adjoining owner one months notification of the work.

Owner's Responsibility for Maintenance

Maintenance and testing of the essential safety provisions should be carried out in accordance with the Schedule of Essential Safety Provisions and Minister's Specification SA76 and proof of maintenance must be provided to Council each calendar year by the building owner or manager.

Certificates of Compliance (ESP)

A certificate of compliance is required for each essential safety provision, in the appropriate form under Schedule 16, signed by the installer of the safety provision or, where the installer is a company, signed by the manager for the installation work.

Certificate of Occupancy

The following documents must be submitted with an application for a Certificate of Occupancy :

- A written statement from a licensed builder that the building work undertaken by the builder is in accordance with the Development Approval.
- If there is no licensed builder, a written statement from a Building Surveyor, Assistant Building Surveyor or an Architect that the work is in accordance with the Development Approval.
- Evidence that condition of approval relating to Clauses D3.2 and D3.3 of the BCA has been complied with.
- Certificates of Compliance for each essential safety item identified on the Schedule of Essential Safety Provisions. Each Certificate must be signed by the installer of the item.
- A plan of the building that has marked on it the location of each essential safety item installed in the building.

An application for issuing the Certificate of Occupancy must be accompanied by the prescribed fee ($5.20).

Occupation of the Area

The area in the vicinity of the approved work must not be occupied unless the Certificate of Occupancy has been issued.

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE SA 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries:
Reference: Mr Jack Mazek (Tel 203 7209),
(Direct Fax 203 7588)

BF 1753

12 August 1996

Mr Theodore Xenophou
16 Karri Drive
DERMAN COURT SA 5075

Dear Sir/Madam

Following the Building Rules Assessment of the above project, we would like to bring to your attention some potential monetary savings resulting from changes to Development Legislation, in particular differences between Amendment 5 and Amendment 7 of the Building Code of Australia:

- Clause SAE1.3 allows installation of an electric fire hydrant pump with an electric motor connected to two completely independent power sources as an alternative to diesel fire hydrant pump.
- Table E2.2 allows smoke exhaust fans to be of standard metal blade type instead of high temperature fans in accordance with AS 1668.1.

Also pursuant to Section 36(2) of the Development Act 1993 a modification has been granted to allow omission of stair pressurisation system as now required by Clause E2.2(e)(iv) of the Building Code of Australia.

Jack Mazek
BUILDING SURVEYING ENGINEER(MECHANICAL)

cc: GTG PARTNERSHIP
Level 2, 303 Adelaide Street
Brisbane QLD 4000

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE S.A. 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr J Mazek (203 7209)
Reference: Direct Fax. 203 7588
BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Part E1 of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow a single diesel pump set serving the carpark fire sprinkler system, and fire hydrant system in lieu of seperate pump sets as required by the BCA provided that the proposed diesel pump can satisfy simultaneous water flow and pressure requirements of the hydrant system and fire sprinkler system.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE S A 5001
Telephone: (08) 203 7777
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Enquiries: Mr J Mazek (203 7209)
Reference: Direct Fax. 203 7588
BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause E2.2(e)(iv) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow omission of stair pressurisation provided that all fire doors leading to fire isolated stairs are provided with smoke seals.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE S.A. 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr J Mazek (203 7209)
Reference: Direct Fax. 203 7588
BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause C3.2(b) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the external openings of the units facing the eastern boundary adjacent to the south-east corner to be constructed without having to be protected in accordance with the provisions of Clause C3.4 provided the balustrades are of masonry imperforate construction as detailed on the submitted drawings.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
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Facsimile: (08) 203 7575

Enquiries: Mr J Mazek (203 7209)
Reference: Direct Fax. 203 7588
BP1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause C3.11(h)(iii) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the windows facing the internal egress balconies to extend below a height of 1.5 metres above the balcony floor level.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE S.A. 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr J Mazek (203 7209)
Reference: Direct Fax 203 7588
BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause D1.7(c) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the ground floor discharge of Stair 1 to be within 6 metres of the non-fire rated external Lobby walls, subject to the Lobby being fitted out generally with non-combustible materials.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION DEVELOPMENT NO 020:C009:98

ANNEXURE B

(THE WORKS)

The following works are to be effected by or on behalf of the Developer to the Common Property or to Community Strata Lots on the levels of the building erected upon the Community Parcel detailed below:

Level 1 & 2

- Fitout of that portion of the Common Property marked "Red Cross Units" on the Plan of Community Division & fitout of the community Lot described Managers Unit on the Plan of Community Division
- Installation of all external cladding and louvres
- All painting and line marking
- Installation of all roller shutter doors
- Commissioning of some services

Level 3

- General landscaping
- Some painting and installation of carpets, balcony tiling, balcony dividing screen walls
- commissioning of some services

Level 4

- 2nd fix of some services and commissioning thereof
- Some painting and installation of carpet and tiling

Level 5

- Some joinery installation
- Some 2nd fix services and commissioning
- Some painting and installation of carpets and tiling

Level 6

- All internal tiling
- All joinery installation
- All 2nd fix services and commissioning
- All painting and installation of carpets and tiling

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION DEVELOPMENT NO 020:C009:98

ANNEXURE B CONTINUED

Level 7

- Finish wall and ceiling linings and flushing to some areas
- All joinery
- All tiling, carpentry, painting and floor coverings
- All 2nd fix services and commissioning thereof
- All external tiling and painting

Level 8

- Finish some internal wall framing and external brickwork
- Install some wall and ceiling linings and flushing
- Effect all finishes trades and 2nd fix services
- Commissioning

Lifts

- Some installation and commissioning work

Landscaping

- Provide general landscaping to all relevant portions of the Common Property.

Commissioning

- Commissioning of some plant and equipment.

Security Lobby Area

- effecting of all fit out works in that portion of the Common Property to comprise the security lobby area fronting East Terrace Adelaide.

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

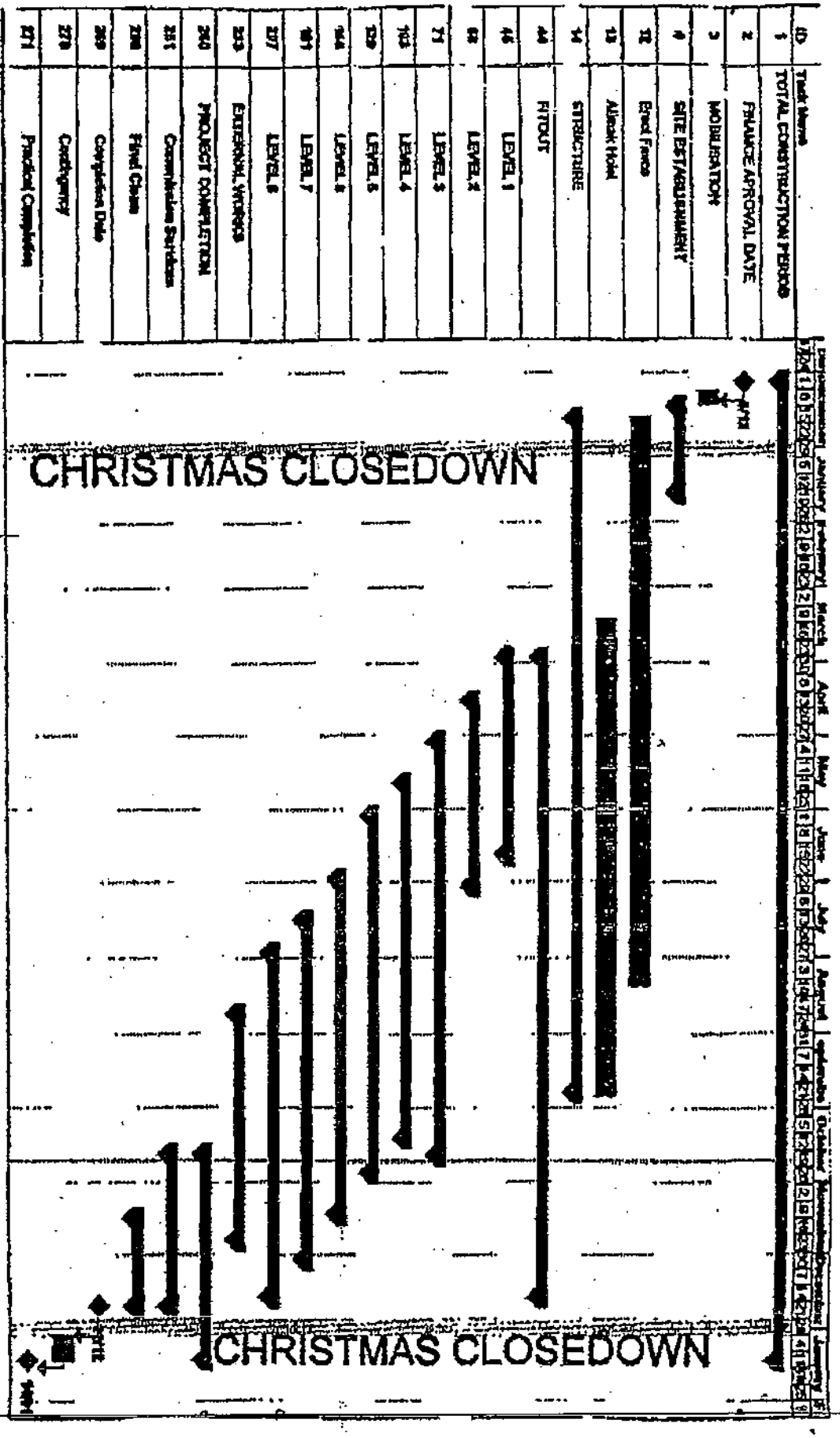
SCHEME DESCRIPTION
DEVELOPMENT NO 020:C009:98

ANNEXURE C

(INDICATIVE WORKS SCHEDULE)

OCT 26 '98 08:31 61 8 282 8998 P.2/2

ID	Task Name
1	TOTAL CONSTRUCTION PERIOD
2	FINANCE APPROVAL DATE
3	MOBILISATION
4	SITE ESTABLISHMENT
12	Brick Fence
13	Allbrik Hoist
14	STRUCTURE
44	FITOUT
45	LEVEL 1
62	LEVEL 2
71	LEVEL 3
103	LEVEL 4
129	LEVEL 5
144	LEVEL 6
161	LEVEL 7
207	LEVEL 8
223	EXTERNAL WORKS
240	PROJECT COMPLETION
251	Commission Services
268	Final Clean
269	Completion Date
270	Contingency
271	Practical Completion



Page 1

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FORM LF2 (Version 3)
GUIDANCE NOTES AVAILABLE

Orig. **LF 14242264**

16:41 21-Mar-2024
1 of 1

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY: TUCKFIELD CONVEYANCING ADTS

CORRECTION TO: TUCKFIELD CONVEYANCING ADTS

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1.....

2.....

3.....

4.....

5.....

PICK-UP NO.	

CORRECTION	PASSED
10·4·2024	JH

FILED

24.4.2024 PRO REGISTRAR-GENERAL

* Strike through the inapplicable

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~

*NOTICE OF VARIATION OF BY-LAWS

~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

INSTRUMENT AFFECTED 13591449	**PLAN No. 20189**

To the Registrar-General,

To the Registrar-General,

I, Nigel Greaves of 6/9 East Terrace Adelaide SA 5000 being an officer of Community Corporation No.20189 Incorporated certify that-

(a) the copy of the by-laws attached to this certificate is a true copy of the by-laws as varied by special resolution of the corporation on the 7th day of March 2024; and

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

Dated the 20th day of March 2024

.....

Nigel Greaves

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

BY-LAWS
DEVELOPMENT No. 020:C009:98

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

Signed: .....
Secretary

By-Laws

Botanic Apartments

Community Corporation No. 20189 INC

5-13 East Terrace, Adelaide, SA 5000

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the Secretary of Community Corporation 20189 Inc

MR NIGEL GREAVES.
Name

Signature

20TH MARCH 2024
Date

Community Titles Act, 1996

By-Laws

Community Corporation No. 20189 Inc

5-13 East Terrace, Adelaide, SA 5000

Warning

The terms of these By-Laws are binding on the Community Corporation, the owners and occupiers of the community Lots and the development Lot or Lots (if any) comprising the scheme and persons entering the community parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

Contents

1. Interpretation 3
2. Authorisation Of The Corporation 3
3. Permitted Use 4
4. Administration, Management And Control Of Common Property 4
5. Insurance 5
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1. Interpretation

In these By-Laws:

Act means the Community Titles Act 1996, or as it may be amended from time to time;

a Lot means land divided into a Community Lot or a Development Lot, under the Act;

community parcel means the land divided by a plan of community division but does not include a street, road, thoroughfare, reserve or other similar open space vested in a council or prescribed authority or that has reverted to the Crown;

Corporation means the community Corporation established when the plan of community division was deposited in the Lands Titles Registration Office and entitled Community Corporation No 20189 Inc. Incorporated;

council means the municipal council or the district council within which the Lot and the community parcel is located;

motor vehicle means a vehicle as defined under the Road Traffic Act 1961;

occupier of a Lot means a person who occupies the Lot on a temporary or permanent basis (either solely or jointly with other persons) and includes:

a) a person who is unlawfully in occupation of a Lot;
b) an invitee of the owner or occupier;
c) if the Lot is unoccupied, the owner of the Lot;

ordinary resolution of a community Corporation means a resolution passed at a properly convened meeting of the Corporation by a simple majority of the votes of members present and voting on the resolution;

person means an occupier, the owner, residents, invitees and any member of the public.

2. Authorisation Of The Corporation

2.1. Where authorisation of the Corporation is required under these By-Laws, such authorisation shall be by way of ordinary resolution unless specified otherwise in the Act.

3. Permitted Use

3.1. A Residential Lot shall be used only for the purpose of Residential Accommodation.

3.2. Proprietors or occupiers may not alter the external appearance of their Lot without the written approval of the Community Corporation.

4. Administration, Management And Control Of Common Property

4.1. Corporation Common Property Responsibilities

The Corporation is responsible for the administration management and control of the common property.

4.2. Appointment of Building Manager

The Corporation may appoint a manager to carry out, on behalf of the Corporation, the functions of administering, managing and controlling the common property.

4.3. Essential Terms of the Building Managers Agreement

Should the appointment of a building manager be proposed by the Corporation, a provision entitling the Corporation to terminate the agreement if the Corporation is dissatisfied with the performance of the building manager must be included in the agreement.

4.4. Maintenance Quotation and Approval

4.4.1 Common property improvements, maintenance and upgrading works with a maximum value up to $10,000 to be supported by one written quotation for the work

4.4.2 Common property improvements, maintenance and upgrading works with a maximum value between $10,001 and $75,000 to be supported by three written quotations for work where practical and cost effective

4.4.3 Common property improvements, maintenance and upgrading works with a maximum value exceeds of $75,001 to be ratified at an Annual General Meeting or Extraordinary General Meeting.

4.4.4 Notwithstanding sections 4.4.1, 4.4.2, 4.4.3 should the required works be deemed to be an emergency works, the Management Committee are empowered to approve such works.

5. Insurance

5.1. The Community Corporation must maintain at all times a policy for insurance that covers:

a) the full replacement value of the buildings and all improvements
b) public liability for the amount of not less than $20,000,000
c) office bearer's liability insurance
d) any other insurances are required by the Act or Regulations.

5.2. The Community Corporation must on an annual basis, review:

a) all insurance effected by it; and
b) the need for new or additional insurances;

5.3. Notice of an Annual General Meeting must include a form of motion to decide whether insurance's effected by the Community Corporation should be confirmed, varied or extended.

5.4. The Community Corporation must immediately affect new insurance's or vary or extend insurance's if there is an increase in risk or a new risk to Common Property or the Community Corporation.

5.5. A proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might:

a) void or prejudice insurance effected by the Community Corporation; or
b) increase any insurance premium payable by the Community Corporation.

5.6. The proprietor of each Lot is required to effect Public Liability Insurance cover for an amount of $10,000,000 or other amount as determined by the Community Corporation from time to time to cover any person or persons whilst they are in or on the proprietors Lot.

5.7. The proprietor shall provide evidence of such insurance cover as and when requested by the Corporation.

6. Occupier's Obligations To Maintain The Lot

6.1. The occupier of a Lot must:

a) keep the Lot and any surrounding area clean and in good condition, free from rodents, pests and vermin;

b) store garbage in appropriate containers that prevent the escape of unpleasant odours, and attend to the expeditious disposal thereof in the manner designated by the Corporation and in compliance with any disposal requirements of the council;

c) keeping plumbing fixtures, all pipes, any water tank and the whole of the drainage system in a clean and sanitary condition free from obstruction; including all subsidiaries i.e. "Balcony", "Carpark" & "Stairs".

d) not overload any electrical wirings, fittings or gas, sewer or water pipes and fittings.

e) not hang any laundry or other items, on the balcony, out to dry or air in public view in the community parcel.

7. Owner And Occupiers Obligations

7.1. Disturbance

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.
The occupier of a Lot must ensure, as far as practicable, that persons who are brought or allowed onto the Lot by the occupier do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot

7.2. Safety

The owner and any occupier of a Lot shall at all times comply with any fire safety direction or evacuation procedures given by the Corporation or the local fire service.

7.3. Change of Occupancy

The owner of a Lot shall notify the Corporation (or the Corporation's manager) of any proposed change of occupier of such Lot and give at least three clear days prior notice of such proposed change of ownership so the Corporation's manager can "protective line" the lift in the building if furniture removal is required.

7.4. Notification of Maintenance or Defect

The owner or occupier of a Lot must, upon becoming aware, immediately notify the Corporation of any maintenance or defect issue to the Lot, without undue delay.

8. The Common Property

8.1. A person must keep any common garden areas, all passages, stairways, stairwells, evacuation areas or emergency exists, and windows giving light onto them, clean and free from obstruction at all times.

8.2. A person must not without the written authorisation of the Corporation:

a) damage or interfere with a building, structure, tree, lawn or garden on the common property;
b) deposit any rubbish or waste material on the common property (other than by placement in the garbage chute provided on the common property);
c) deposit any object or material on the common property;
d) obstruct the lawful use of the common property by any person, or interfere with others in the enjoyment of their rights in relation to the common property, obstruct or allow obstructions to the common property;
e) use the common property in a matter that unreasonably interferes with the use and enjoyment of the common property by other persons;
f) make or allow others to make undue noise in or about the common property;
g) use the common property for business or display;
h) ride a skateboard, roller skates, roller blades or other similar devices on the common property;
i) penetrate the floor slab of the building in any manner whatsoever;
j) – Store any bicycle in or in the vicinity of the common property except on the designated bike racks.

8.3. The Corporation shall control the use of the storage areas forming part of the common property. No owner or occupier of a Lot shall use such storage areas for any purpose whatsoever without the prior consent in writing of the Corporation (or the manager appointed by the Corporation).

9. Traffic And Parking

9.1. A person must:

a) not park, or allow persons to park, a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the Corporation;
b) not obstruct vehicular or pedestrian traffic on the common property unless authorised to do so by the Corporation;

c) not drive a motor vehicle on the common property except on a road established for use by motor vehicles;

d) comply with the rules and laws applicable under the Road Traffic Act 1961 or any substitute legislation when driving or parking a vehicle on common property including any roads or driveways on the common property.

e) Each Individual Car park allocated to the apartments, as specified in the Corporation plans and situated in the basement of the building, is designated primarily for vehicle parking purpose. Any presence of rubbish or material other than vehicles in these spaces will be deemed a violation of the By-law.

9.2. Charging of electric vehicles

a) Charging of electric vehicles is not permitted inside the building without the written consent of both the management committee and the body corporation.

b) Installation of charging station or port which alters the appearance and or structure of a private lot, its subsidiary or common property must be supported by the body corporation with resolution passed at a General Meeting as prescribed under the Community Titles Act. The work carried out must not contravene other sections of these By-Laws, in particular, Sec. 8.2(1).

c) Charging of 2 wheeled e-bikes, e-scooters and e-motorcycles must only be done in private lots and subsidiaries and not done on any common area including all subsidiaries i.e. "Balcony" "Carpark" & "Stairs". The owner(s) must be present during the charging process and must take out adequate insurance to indemnify the corporation against all associated risks.

d) Electricity must not be drawn from the corporation's common electricity under any circumstances whatsoever to charge such vehicles prescribed above.

10.Paths, Walkways And Thoroughfares

10.1. A person must not:

a) obstruct a path, walkway or thoroughfare unless authorised in writing to do so by the Corporation;

b) drive a motor bike or scooter, or ride a push bike along or across a path, walkway or thoroughfare, unless authorised in writing to do so by the Corporation;

c) deposit any rubbish on a path, walkway or thoroughfare, or deposit any material that is likely to be hazardous or offensive to other persons using the path, walkway or thoroughfare.

11.Community Corporation's Right To Recover Money

11.1. The Community Corporation may recover any money owing to it under the By-Laws as a debt.

11.2. A proprietor or occupier of a Lot must pay or reimburse the Community Corporation on demand for the cost's charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.

11.3. The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

11.4. The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a Lot to the Community Corporation at the rate agreed upon by Ordinary Resolution of the Corporation.

12.Keeping Of Pets

12.1. The proprietor of a Lot (including a tenant, lessee or other occupier) must not keep any pets on the Lot without the written approval of the Community Corporation.

12.2. Notwithstanding By-law 12.1, a proprietor or an occupier of a Lot or a visitor to the Community Parcel who suffers from a disability, may keep or use a dog that is trained to assist in respect of that disability.

12.3. Where a proprietor or occupier of a Lot brings or keeps a pet on the Lot or any part of the Common Property, that proprietor or occupier is:

a) liable to the proprietor or occupier of other Lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and

b) responsible for cleaning up after the pet has used any part of another Lot or any part of the Common Property.

12.4. In the event that any pet is deemed to be a nuisance unruly or unsuitable to be kept on a Lot, the Community Corporation or the Management Committee is empowered to require the pet to be removed from the Community Parcel by issuing a notice to remove the offending pet from the Community Parcel upon the pet owner and the pet owner shall remove the pet from the Community Parcel in accordance with that notice.

13. Fixing Of Signs

13.1. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, fix or place any sign, placard, banner, notice board or advertisement sticker or transfer:

a) on the outside of the building on a Lot, or on the inside of a Lot where it can be seen from outside of the Lot or on any building containing a Lot;
b) on any structure erected on a Lot;
c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot;
d) on any open space area of a Lot; or
e) on any Common Property.

14. Restriction On Short Term Leases

14.1. Leasing, Renting and Third-Party Occupation of a Lot

If an owner of a Lot uses or permits use of such Lot as a serviced, rented or leased apartment then such owner shall not rent, lease or licence the use of such Lot or any part thereof by any third person for a period of less than 2 months unless approved by the Committee.

15. Service Of Notice

15.1. A notice from the Community Corporation to the proprietor or occupier of a Lot shall be deemed to have been sufficiently served if left on the Lot or addressed to the proprietor of a Lot at the proprietor's address last known to the Corporation and posted by normal postal methods. Any notice served by normal mail shall be deemed to have been delivered two working days after being posted by the Corporation (or its agent).

16.Offences And Breach Of By-Laws

16.1. A person who contravenes or fails to comply with the provisions of these By-Laws or the Act is guilty of an offence and the maximum penalty shall be the maximum prescribed under the Act.

16.2. In the event of a breach outlined in 16.1, The Management Committee or Body Corporate Manager issue a notice of said breach to the relevant lot owner, outlining the breach and providing a time frame to rectify the breach.

16.3. Should the breach not be rectified with the designated timeframe the committee may, at its discretion, issue a fine to the lot owner in line with the regulations.

16.4. Should the breach continue beyond that noted within 16.3, the committee may, at its discretion, seek legal assistance and/or instigate legal proceedings against the lot owner in order for the breach to be rectified with the cost of all associated legal fees for the actual or contemplated action against said lot owner, being borne by the relevant lot owner and become a debt against the apartment.

RESOLUTIONS AFFECTING COMMUNITY CORPORATION 20189 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 30/12/10

THE RELEVANT MINUTES should be consulted for the precise wording of resolutions.

DATE **RESOLUTION**

08/02/99 **Uniform Material & Colourful Curtains/Drape Linings**
It was agreed that as several of the apartments have already arranged and hung curtains/drapes in their apartments, it was too late to give consideration to a uniform material and colour.

Relocation of Dividing Line Between Car parks Nos. 7 & 27
It was agreed that there was no objection to the relocating of the dividing line between car parks numbered 7 and 27, .4 of a metre as one of the car park bays has been restricted by the installation of a ventilation riser.

12/04/99 **Signage**
No "For Sale" or "To Let" signs are to be displayed on the property.

Security Screen Doors
Owners may fit a "Stegbar" security screen door, Primrose in colour and 125 grille to the front entrance of their unit.

Flywire Screen Doors
Phantom flywire screens may **not** be fitted to the front entrance of units.

Storage of Bicycles, Surf Boards Etc.
Owners are **not** permitted to store bicycles, surf boards etc. against the wall in their unit car park subsidiary.

09/12/99 **SA Water**
It was agreed that all future water consumption costs would be met by the corporation from its administration fund.

Proposal by the owners of Apartments 88 & 89 seeking approval to swap the car parks allocated to those apartments.
It was agreed that the owners of Apartments 88 and 89 be permitted to swap the car parks allocated to those apartments and that the plans be amended with the Lands Title Office and all costs met by the owners of those apartments.

03/02/03 **Cat – Apartment 54**
The owner of apartment 54 is permitted to keep a desexed male black and white 10 year old cat name "Puss Cat" in that apartment.

It was stressed that the approval for the owners of apartment 54 to keep a cat in that apartment did not set a precedent for other owners to keep animals in

the apartments and that the approval was given on the understanding that should the cat cause a disturbance or discount to other apartment residents that it would be removed from the property.

24/02/04 **Levy Arrears**

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

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

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

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

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

07/03/05 **Levy Arrears**

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

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

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

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

4. **Costs**

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

A copy of the Arrears Procedure is attached for your information.

Lock Up Storage On Common Property

The meeting discussed the lock up storage areas at the south western corner of the carport on the 1st and 2nd floor. Concerns have been raised regarding liability and exposure of the Corporation as there is no register of items stored. As there is no registered illegal and flammable items could be stored possibly rendering the Corporation negligent and voiding any insurance claims.

The corporation discussed two options concerning the lock up:

1. Residents to remove all items from the lock up within a three month period from the date of the Annual General Meeting or;

2. The Corporation arrange for the storeroom to be managed, a register kept of all items stored at a cost of $150.00 per year for each lot owner.

After considerable discussion it was resolved that owners and residents be given three months from the date of the Annual General Meeting to remove all items from the lock up areas. It was further resolved that any items of value left in the lock up areas after three months be donated to charity. The Body Corporate Manager was instructed to do a letter box drop to the residents advising them to remove all items from the lock up within the designated period of time.

01/03/10 **Security Screen Doors**

The issue of the maintenance of the screen doors at the corporation was discussed and it was resolved that in future all repairs/replacements will be the responsibility of the lot owner. Any repairs or replacement must ensure that the design and colour of the door must be the same as the existing door; if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

Window Screens

The issue of the maintenance of the window screens at the corporation was discussed and it was resolved that in the future all repairs/replacements will be the responsibility of the lot owner. Any repairs or replacement must ensure that the design and colour of the screens must be the same as the existing screens; if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

Tiles on Porches/Balconies

The issue of the maintenance of the tiles of the balconies/porches at the Corporation was discussed and it was resolved that in future all repairs/replacements will be the responsibility of the corporation. Any repairs or replacement must ensure that the design and colour of the tiles must be same as the existing tiles; if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

Television Antennas
With the advent of digital television the Body Corporate Manager advised that as the Corporation has shared antenna's the replacement of the antenna would be the responsibility of the corporation.

Corporation Directory
Owners did not authorize the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporations Directory with other owners and Corporation Contractors.

Failure to Notify Change Of Contact Details
Following an overview of the procedure it was resolved to authorize the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that in accordance with the Management Agreement owners are to be charged a fee(s) as set by the Body Corporate Manager.

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

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

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

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

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

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

27/02/13 **Interest Applied on Overdue Levies**
That, in accordance with Section 114 (4) (b) of the Community Titles Act 1996, the Corporation resolve to fix (in accordance with the regulations) interest

payable in respect of a contribution, or an instalment of a contribution, that is in arrears, at a rate of 10% per annum.

26/04/18 **Lot 87 Air Conditioner**

That lot 87 be permitted to install a split system air conditioners on the basis that only 1 outside condensing unit (H542mm x W780mm x D289mm) be placed on the balcony outside the main bedroom, it has a low noise emission, meets council guidelines and requirements, is installed in a professional manner by a qualified and insured contractor, all condensate discharged from the appliance either during or subsequent to its operation being piped into the nearest plumbing tundish or storm water vent and all future repair/replacement/ maintenance is the responsibility of the individual unit.

29/08/19 **Committee Approvals for Quotations / Unbudgeted Works**

That for any unbudgeted work quotations be obtained and forwarded to all Committee Members. That the members can discuss the matter via email communication (including Strata Data), however any instructions will only be communicated to Strata Data by a majority decision amongst the members. That all requests for approval from Strata Data to the committee members shall carry a timeline for a response depending on the priority of work. That a majority decision amongst the responses received shall be considered for further actions by Strata Data.

25/02/2020 **Car Charing Port Installation – Apartment 8**

That Apartment 8 be permitted to install a vehicle charging socket sourced through a new power circuit from their existing consumer switchboard. That the proposed location for the socket be near the carpark associated to the apartment. That proper conduit cable is to be done throughout the carpark. That the installation meets council guidelines and requirements, they are installed in a professional manner by a qualified and insured contractor. That in future, due this alternation and installation, if any issues found to the existing lighting to the common area or to any apartment the approval may be rescinded, and the owner be advised to restore the wiring to normal state.

Air Conditioner Approval – Apartment 74

That Apartment 74 owners are permitted to install a split system air conditioner on the basis that the condensing unit is placed on the balcony of the apartment as per the attached Annexure A, they have a low noise emission, meets council guidelines and requirements, they are installed in a professional manner by a qualified and insured contractor, all condensate discharged from the appliance either during or subsequent to its operation being piped into the nearest plumbing tundish or storm water vent and all future repair/replacement/ maintenance is the responsibility of the individual unit owner.

16/12/2021 **Installation of an Outdoor Air Conditioner Unit**

That Apartment 92 which is located on the external side of the building is permitted to mount an outdoor unit for their air conditioner on the wall above apartment 92's door and below apartment 93's window. That they have a low noise emission, meets council guidelines and requirements, they are installed in a professional manner by a qualified and insured contractor, all condensate discharged from the appliance either during or subsequent to its operation being piped into the nearest plumbing tundish or storm water vent and all future repair/replacement/ maintenance is the responsibility of the individual unit owner.

Door Mesh Installation

That Apartment 92 be permitted to install a permanent mesh to the existing window toward the northern side doorway. That this mesh is installed to restrict any access from apartment 92 towards the subsidiary area belonging to apartment 93. That the mesh is installed in a professional manner by a qualified and insured contractor and all future repair/replacement/ Maintenance is the responsibility of the individual Lot owner.

22/2/2022 **Related costs for recovery of outstanding money – Unanimous Resolution**

That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.

14/10/2022 **Resolution 2 – Solar Panel Installation with Battery Storage**

That the Body Corporate agrees to proceed with the solar installation including the battery storage project at the Corporation. That Body Corporate accepts the quotation obtained through NRG Solar for $76,025.50 less rebate from the Government for the installation of solar panels with Fronius inverters and batteries. That the solar panels be installed at the northern roof of the building. That the maintenance of the solar panel, inverters and batteries would remain as Body Corporate's responsibility.

07/03/2024 **Replacement of Gutters and Alteration of Colour Scheme**

That the owners of the Corporation have agreed that the box gutters to south side of the roof requires replacement. That the owners agreed to install the current gutter and to replace the existing Gutter colour to "Crème".
Carried Unanimously

Amendments & Inclusion into Corporation Bylaws

Mr. Robert Wiskich elucidated the proposed amendments and additions outlined below, detailing their impact on the Corporation Bylaws. These proposed adjustments primarily aim to rectify typographical errors and establish regulations for enhanced clarity and correctness, to achieve effective management at the Corporation.

Amended Section

- 6.1 c) Keeping plumbing fixtures, all pipes, any water tanks and the whole of the drainage system in a clean and sanitary condition free from

obstruction; **including all subsidiaries i.e. "Balcony", "Carpark" & "Stairs".**

- 16.3 Should the breach not be rectified with the designated timeframe the committee may, at its **discretion,** issue a fine to the lot owner in line with regulations.
- 16.4 Should the breach continue beyond that noted within 16.3, the committee may, at its **discretion**, seek legal assistance and/or instigate legal proceedings against the lot owner in order for the breach to be rectified with the cost of all associated legal fees for the actual or contemplated action against said lot owner, being borne by the relevant lot owner and become a debt against the apartment.

Newly Included Section
Under Sec 9 Traffic and Parking of the By-laws

- **9.1 e)** "Each Individual Car park allocated to the apartments, as specified in the Corporation plans and situated in the basement of the building, is designated primarily for vehicle parking purpose. Any presence of rubbish or material other than vehicles in these spaces will be deemed a violation of the By-law."

Explanations for the above inclusion under section 9 (1) e:
In light of recent opportunistic thefts, and the general state of some car parks, propose that the use of the parking spaces is clarified as above with the addition of clause 9.1.e. This change is being proposed to promote the safety of residents and their valuables.

- **9.2 Charging of electric vehicles**

a) Charging of electric vehicles is not permitted inside the building without the written consent of both the management committee and the body corporation.
b) Installation of charging station or port which alters the appearance and or structure of a private lot, its subsidiary or common property must be supported by the body corporation with resolution passed at a General Meeting as prescribed under the Community Titles Act. The work carried out must not contravene other sections of these By-Laws, in particular, Sec. 8.2(1).
c) Charging of 2 wheeled e-bikes, e-scooters and e-motorcycles must only be done in private lots and subsidiaries and not done on any common area including all subsidiaries i.e. "Balcony" "Carpark" & "Stairs". The owner(s) must be present during the charging process and must take out adequate insurance to indemnify the corporation against all associated risks.
d) Electricity must not be drawn from the corporation's common electricity under any circumstances whatsoever to charge such vehicles prescribed above.

Explanations for the above inclusion under section 9 (2):
The management committee was presented new information recently about risks involved with new energy vehicles becoming popular. The proposed inclusion in the Bylaws brings these terms in line with new trend to ensure the safety of our building and its occupants, and to mitigate risks where possible. Future committee will continue to follow new trends and update these terms

when the necessities arise. A proposal to rescind resolution passed at the 2020 AGM under item “Car Charging Port Installation – Apartment 8” in order to bring these in line with the newly proposed amendments.

Acceptance of amendments and inclusions in Bylaws
Moved Mr Robert Wiskich and Seconded Ms Elizabeth Farrant “that the amendments and inclusions detailed above, as delineated in Sections 6.1c, 9, 16.3, and 16.4 of the current By-law, be ratified.” *Carried Unanimously (No votes against)*
It was resolved “that the members agree to rescind the resolution passed for the installation of a car charging port for Apartment 8, as passed in 2020.” *Carried Unanimously (No Votes against)*

Further It was resolved “that upon approval of the aforementioned amendments and inclusions, whether with or without amendments during the General Meeting, or with the Committee empowered to make adjustments aligned with the proposed amendments above, the amended By-laws will be prepared for submission to the existing Corporation title at the Lands Titles Office. That the Office Bearers are hereby authorized to execute all necessary documentation for the submission.” *Carried Unanimously (No votes against)*

Handbook for Residents

Botanic Apartments
9 East Terrace
Adelaide SA 5000

Community Corporation 20189 Inc.

1. Moving in

1.1 Moving in is restricted to the hours of 7.00 a.m. to 10.00 p.m.

1.2 Liaise with Caretaker re protecting lifts and removal van access. See contact details below.

2. Power

2.1 Power boards are on each floor. These are kept locked. Contact Caretaker to arrange access for ETSA. See contact details below.

2.2 Each owner is responsible for payment of accounts.

3. Water

3.1 Every apartment has a stopcock to turn off water in an emergency.

Every apartment resident should know how to turn off their water.

Some stopcocks are in bathrooms, some in passageways and are behind a small access door that needs a special tool to unlock. The caretaker has one, they can be purchased from Architectural Hardware or suitably sized screwdriver will do. This only needs to be done once and the door simply wedged shut. Having obtained access to the ceiling space the stopcocks themselves can be hard to access and difficult to turn, so make sure you can.

Please ensure this information is passed on to subsequent occupants.

3.2 There is a shared water meter for the entire complex. This is apportioned on the same basis as body corporate fees and the payment of accounts is the responsibility of each owner.

4. Animals and Birds

4.1 No animals or birds are allowed on the premises at all, at any time.

5. Lifts

5.1 Do not use lifts in the event of fire. The fire escapes can be entered from every floor allowing exit to Levels 1 & 2.

5.2 If lifts fail, or you prefer the stairs, keys are available that allow access to your floor only.

5.3 Unaccompanied children must not use the lifts.

5.4 The doors to the lifts are not to be held open by any article.

6. Balconies

6.1 No articles are to be hung over balcony railings.

6.2 Some balconies have a rain water gutter. It is the responsibility of owners of such balconies to ensure the gutters remain free of debris to avoid overflow to the balcony below.

7. Communal Areas

7.1 No items of a personal nature are to be left in any communal area – hallways, walkways, garage, internal balconies.

7.2 Any items left in communal areas will be removed by the caretaker and disposed of after seven days.

7.3 The communal garden is for everyone's enjoyment and must be left clean and tidy with furniture in its original position.

7.4 No smoking in any common area.

7.5 The notice board should be periodically checked for messages from Caretaker.

8. Noise

8.1 Premises are not to be used in such a manner as to annoy or inconvenience other residents.

8.2 No stereo's, TVs or musical instruments are to be played in such a manner or volume as to cause disturbance to others.

8.3 Movements at night and early in the morning such as driving in or out, opening or closing doors or walking around the complex should be kept as quiet as possible.

8.4 Residents are asked to remember that the floor of their unit is the ceiling of the unit below and that noise is easily transmitted through open doors.

8.5 Excessive noise can lead to eviction under section 90 of the Residential Tenancies Act.

8.6 Objectionable noise for long periods outside the building can be reported to the police.

8.7 These rules apply to residents, visitors and their guests.

9. Rubbish

9.1 Household waste is to be securely enclosed in plastic bags and deposited in shute located in Garbage Room on each floor.

9.2 Recyclables to be placed in bin and/or on shelves, as appropriate, also located in Garbage Room

9.3 Large boxes are to be left next to Compactor Room near entrance on lower level car park.

9.4 Hard rubbish, including builders' waste, is to be disposed of at owner's expense.

10. Garage

10.1 Owners are only permitted to park cars in their own parking bay(s).

10.2 Unroadworthy vehicles are not permitted to be brought onto or remain on the Corporation's property.

10.3 It is prohibited to undertake mechanical repairs or repairs to any part of a motor vehicle on the Corporation's property.

10.4 It is prohibited to allow vehicle oil or grease to be deposited on the car park area or any common area. Any required cleaning will be charged to the owner.

10.5 The speed limit for vehicles on the property is 5 kph.

10.6 Washing of vehicles in the car park is not permitted.

11. Bicycles

11.1 There are bicycle racks available for use on both car park levels. Bicycles are not permitted to be stored in any other location other than inside the owner's unit.

12. Trolleys

12.1 There are trolleys available for residents' use. They are stored adjacent to the compactor room and must be returned to this location after use.

13. Security Doors and Intercom

13.1 Ensure all security doors are closed and locked behind you. Security must take precedence over courtesy or convenience and you must not hold doors open for persons not known to you. Doors are not to be left ajar for any reason.

13.2 Of particular importance is the intercom system. Do not allow entry to any person unknown to you.

13.3 Please report any maintenance issues and any breaches of security to Caretaker or Body Corporate Manager. See contact details below.

14 Security Doors to Individual Apartments

14.1 These are allowed as below:

- Amplimesh Design 133
- Colour: Primrose

15 External Appearance

15.1 External changes to the appearance of a unit are prohibited.

15.2 Repair of any damage is the responsibility of the owner. Paint colours are:

- Solver Blue?
- Solver Cream?

16 Road Closures

16.1 Road closures during community events such as the Tour Down Under can limit access to the apartment car park. Typically, Botanic Lane is used for both entry and exit with access only from and to North Terrace via the western side of the median strip on East Terrace. Check the notice board for information or call Adelaide City Council's Traffic Management Office.

17 Offences

17.1 A person guilty of contravening or failing to comply with a provision of these by-laws and house rules is guilty of an offence and may be fined:

- Maximum penalty 5 penalty points (Currently $500.00)

17.2 Any penalty imposed by the Corporation is payable to the Corporation within one month of the service of notice of the penalty, or within such extended time as is allowed by the Corporation.

18 Caretaker

Bret Skeer
Phone: 0414 868 130
Letter Box: Office

19 Body Corporate Manager

John Shainu
Phone: 08 8372 2720
Email: jshainu@stratadata.com.au

Kayla Hardy (Assistant)
Phone: 08 8372 2779
Email: khardy@stratadata.com.au

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006144508
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/04/2026 to 15/04/2027 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 20189 INC.
Situation	9 EAST TERRACE ADELAIDE SA 5000

Sections

Section 1 – Insured Property

Building: $69,080,652
Common Area Contents: $690,807
Loss of Rent & Temporary Accommodation (total payable): $10,362,097
Lot Owners' Fixtures and Improvements (per lot): $250,000

Optional Extensions:
Catastrophe Insurance Sum Insured: $20,724,195
- Extended Cover - Loss of Rent & Temporary Accommodation: $3,108,629
- Escalation in Cost of Temporary Accommodation: $1,036,209
- Cost of Removal, Storage and Evacuation: $1,036,209

Machinery Breakdown: $50,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $20,000,000

Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $20,000,000

Section 6 – 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).

Flood Cover is included.

Date Printed 13/04/2026

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 QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

8582291

5	LF

BELOW THIS LINE FOR OFFICE USE ONLY

Date: - 9 NOV 1998	Time: 11.10
FEES	
R.G.O.	POSTAGE
$80.00	

00'08 09NOV1998 01004530BL.T.O. 00'08

CORRECTION	PASSED

FILED 9.12.1998

pro REGISTRAR-GENERAL

Approval No: 1096

SAT/345919

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

LODGMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL DEVELOPMENT CONTRACT

DEVELOPMENT CONTRACT

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: FINLAYSONS
81 Flinders St.
Adelaide SA 5000
Ph.: 235 7400 **FINL**

Correction to: **FINL**

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

1. .....
2. .....
3. .....
4. .....
5. .....

Assessor _____

PICK-UP NO.	8571741
CP	20189
DEV. NO.	020:C009:98

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

ITEM	AGENT CODE
	FINL

MH:189309/40

SAT/345919

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT
DEVELOPMENT NO 020:C009:98

COMMUNITY TITLES ACT 1996
DEVELOPMENT CONTRACT
PLAN NO. 20189

Off 5-13 East Terrace, Adelaide, SA 5000

SAT/345919

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT DEVELOPMENT NO 020:C009:98

BOTANIC APARTMENTS

COMMUNITY STRATA SCHEME PLAN NO 20189

DEVELOPMENT CONTRACT

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8. Obligations of Community Corporation No 20189 Inc and Owners and Occupiers of the Community Strata Lots.

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10. Time for Completion of Developer Obligations.

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT DEVELOPMENT NO 020:C009:98

COMMUNITY TITLES ACT 1996 DEVELOPMENT CONTRACT PLAN NO 20189

1. Interpretation

In this Development Contract:

Act means the *Community Titles Act 1996*;

By-Laws means the By-Laws filed with this Development Contract;

Common Property means the Common Property defined in the Plan of Community Division;

Community Parcel is the whole of Lot 1 in DP 50948 being the whole of the land comprised in Certificate of Title Register Book Volume 5176 Folio 160 and portion of the land comprised in Certificate of Title Register Book Volume 5176 Folio 161;

Community Strata Lots 1 to 93 mean the ninety three community strata lots to be created on the deposit of the Community Scheme to which this Development Contract applies;

Corporation means the Community Corporation established when the Plan of Community Division is deposited by the Registrar-General in the Lands Titles Registration Office.

Council means the Corporation of the City of Adelaide;

Developer means Andin Pty Ltd ACN 052 226 463 of Level 14, 23 King William Street, Adelaide 5000;

Development Consent means the development authorisation under the Development Act 1993 approved by the Council as amended or modified from time to time and includes any provisional development or building rules consent;

Plan of Community Division means the community plan deposited with this Development Contract;

Scheme Description means the Scheme Description filed with this Development Contract.

Words defined in the Community Titles Act 1996 or the By-Laws have the same meaning in this Development Contract.

2. **Important Notice**

2.1 This Development Contract contains details of a community scheme which is proposed to be developed on the Community Parcel.

Interested parties are advised that the obligations contained in this Development Contract may only be varied or terminated in accordance with the provisions of Sections 50, 69(8) or 70(8) of the Act.

2.2 This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the Community Scheme concerned. Attention is drawn in particular to the Scheme Description and By-laws which set out the management rules governing this Community Scheme and which provide details of the rights and obligations of Lot owners under this Community Scheme and the manner in which the community scheme will be developed by the Developer.

2.3 Further particulars about details of the scheme are available at:

2.3.1 the Council; and

2.3.2 the Development Assessment Commission. (*See Approval No 020:C009:98 dated 30 September 1998*)

2.4 The terms of this Development Contract are binding on the Developer. In addition the Developer covenants with the owners and subsequent owners of Lots 1 to 93 and each of them severally to develop the community Lots and the Common Property in accordance with the Development Consent.

3. Description of the Development

3.1 The Community Parcel is the whole of Lot 1 in DP 50948 being the whole of the land comprised in Certificate of Title Register Book Volume 5176 Folio 160 and portion of the land comprised in Certificate of Title Register Book Volume 5176 Folio 161.

3.2 The Community Parcel and the Community Strata Lots and Common Property into which the parcel is to be divided are identified in Community Plan No 20189.

3.3 The Plan of Community Division is a primary plan being the division of the Common Parcel into ninety three (93) Community Strata Lots and the Common Property.

3.4 The Plan of Community Division comprises an eight level residential apartment building comprising 93 Community Strata Lot apartments all with balconies (comprising one, two and three bedroom apartments) together with Community Strata Lot subsidiaries comprising balcony, airconditioner and certain car parking spaces, constructed upon land known as 9 East Terrace Adelaide South Australia. The first two levels of the building incorporate car parking with the six upper levels dedicated to the residential apartments. The building is constructed around a central atrium. The Common Property includes an access lobby from East Terrace through the building constructed in front of the building providing pedestrian access to the building together with roadways and pedestrian access ways providing pedestrian and vehicular access to the building together with garden areas, two lifts serving each floor level of the building, car

park access ramps and certain other building facilities of a service and/or mechanical nature.

3.5 Whilst the residential apartment building will be completed before any Community Strata Lot is conveyed, certain works (details of which form Annexure B to this Development Contract) may not be completed until after the first Community Strata Lot is conveyed.

3.6 Some of the Works, the subject of clause 3.5 above, are to be constructed upon or effected to the Common Property and some are to be effected on or to various of the Community Strata Lots.

4. **Developers' Obligations for the Implementation of the Scheme Description for Community Strata Plan No 20189**

The Developers' obligations for the implementation of the Scheme Description in relation to the Community Parcel are contained in:

4.1 the terms of approval and consent under Development Application No 41891, a copy of which forms Annexure A to this Development Contract; and

4.2 the Scheme Description of Community Strata Plan No 20189 lodged for registration at the Lands Titles Office contemporaneously with this Development Contract;

5. **Development Authorisation under the Development Act 1993;**

Development Authorisation under the Development Act 1993 will need to be obtained before development in accordance with the Development Contract can proceed. That Development Authorisation has been obtained and is the subject of Development Application No 41891.

6. **Developer's Undertakings**

The Developer undertakes to the owners and occupiers from time to time of the Community Strata Lots and to the Corporation that in carrying out the proposed development and any of the Works and his, her or its obligations under this Development Contract:

6.1 that he, she and/or it will interfere as little as is reasonably practicable with the use and enjoyment by the owners and occupiers thereof of the Community Strata Lots and the Common property; and

6.2 that he, she and/or it will repair or pay the costs of repairing any damage caused by the Developer to the Common Property or to a Community Strata Lot or to any building or other property on the Common Property or a Community Strata Lot.

7. **Access by the Developer**

The Developer proposes to and will obtain access to the Common Property for the purposes of effecting and completing the Works and for the purposes of performing its obligations under this Development Contract over across and along those portions of the Common Property set aside or intended to be set aside for pedestrian and vehicular access to the building and other portions of the Common Property and the Community Strata Lots.

8. **Obligations of the Corporation and Owners and Occupiers of the Community Lots**

The Corporation and the owner and the occupiers from time to time of a Community Strata Lot shall provide access to and allow occupation of such portions of the Common Property and a Community Strata Lot as shall be reasonably required by the Developer for such time/times as reasonably required by the Developer and any employee, agent,

contractor or invitee of the Developer for the purpose of enabling the Developer and any employee, agent, contractor or invitee of the Developer to facilitate, effect and complete the Works and the Developer's obligations under this Development Contract.

9. **Developer Access Times**

The Developer and its employees, agents, contractors and invitees shall be permitted access (and the owners and occupiers of each Community Strata Lot from time to time and the Corporation shall permit the Developer and its employees, agents, contractors and invitees) access to the Common Property and to the Community Parcel and the relevant Community Strata Lots between the hours of 7:00am and 6:00pm Monday to Friday and at any time on Saturdays and Sundays for the purpose of effecting the Works, and the obligations of the Developer to be performed by the Developer under this Development Contract. Such right of access shall be exercisable with or without plant, equipment, vehicles and machinery.

10. **Time for Completion of Developer Obligations**

10.1 The estimated time for practical completion of the Works is the 14th day of January 1999.

10.2 The estimated time for practical completion of the Community Strata Lots is the 14th day of January 1999.

10.3 The Developer agrees to use its best endeavours to effect and complete (or procure the effecting and completion) the various portions of the Works therein depicted by the times indicated in the "indicative works schedule" forming Annexure C hereto.

11. **Developer's Obligations**

The Works and the Developers obligations under this Development Contract

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT DEVELOPMENT NO 020:C009:98

11.1 are as set out in Annexure B hereto; and

11.2 do not include the construction or erection of a building.

12. **Standard of Developer Works**

The Developer shall perform the Works the subject of this Development Contract to a standard commensurate with a residential apartment building except where otherwise specified in this Development Contract or any Annexure hereto.

13. **Other information required by the Regulations.**

No other information is required by the Regulations.

DATED this 27th day of October 1998

THE COMMON SEAL of
ANDIN PTY LTD
was affixed in the presence of:

ANDIN PTY. LTD. A.C.N. 053 243 635 The Common Seal of

Signature of authorised person	Signature of authorised person
DIRECTOR	DIRECTOR
Office held	Office held
JONATHAN M DALLWITZ	T. KENOPHOY
Name of authorised person (BLOCK LETTERS)	Name of authorised person (BLOCK LETTERS)

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT DEVELOPMENT NO 020:C009:98

ANNEXURE A

(COPY OF DEVELOPMENT APPLICATION NO 41891)

City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE SA 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr M Chang (Tel 203 7307)
Reference: Facsimile: 203 7588

BF1753 (MC:AB)

ASSIGNMENT OF CLASSIFICATION

CERTIFICATE NUMBER 3816
DATE 12 August 1996
DEVELOPMENT APPLICATION 41891

Theodore Xenophou
16 Karri Drive
DERNANCOURT 5075

The building situated at 9-9A East Terrace, Adelaide, PTA 31, has been assigned the class or classes specified herein:

STOREY OR PORTION OF BUILDING	MAXIMUM LEGAL NUMBER OF OCCUPANTS PURSUANT TO THE BUILDING CODE	CLASS OR CLASSES OF BUILDING (for explanation of classes see over)
First Storey (Ground)		7
Second Storey		7
Third to Eighth Stories		2

NOTE: The approval of Council must be obtained before the use or uses of the building may be changed.
The use of the above building or any portion thereof for a purpose not covered by this certificate is an offence under the Development Act.

Page 11 of 24

[redacted]

DEVELOPMENT NUMBER

41891-00

FOR DEVELOPMENT APPLICATION:

DATED 28/06/96
REGISTERED ON 09/08/96

LOCATION OF PROPOSED DEVELOPMENT: 9-9a East Terrace, ADELAIDE 5000

CT: VOLUME: FOLIO:

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT ARE AS FOLLOWS:

DEVELOPMENT ACT, 1993

Section 36(2) - The conditions of the modifications granted pursuant to this Section shall be complied with.

Reason To ensure adequate level of life and fire safety.

DEVELOPMENT REGULATIONS, 1993

Regulation 15- A certificate certifying that the design and performance of the fire main, fire hydrants, and fire sprinklers is in accordance with the provisions of the Part E1 of the BCA shall be supplied and approved prior to the commencement of such work.

Reason To ensure the structural sufficiency and serviceability of the structure.

Regulation 21-Certificates of indemnity insurance in relation to the work shall be submitted pursuant to this Regulation on or before the giving of notice under Regulation 74 of commencement of the building work.

Reason To ensure the building owner is protected by the statutory warranties and benefits detailed in Section 30 of the Builders Licensing Act.

BUILDING CODE OF AUSTRALIA

Clause A2.2-A certificate shall be submitted in accordance with this Clause certifying that the performance of the fire main, the fire hydrants and fire sprinklers is in accordance with the provisions of Part E1.

Reason To provide evidence to support the use of the materials, form of construction and design.

Clause A2.2-A certificate shall be submitted in accordance with this Clause certifying that the enclosing walls and windows are designed and constructed to meet the provisions of Clause B1.1 and F1.4 shall be submitted to the satisfaction of the Building Surveyor.

Reason To provide evidence to support the use of the materials, form of construction and design.

Clause B1.1-The building shall be protected against termite attack in accordance with this Clause and of AS3660 Part 1.

Reason To ensure the safety and serviceability of the structural components in the building.

Clause C3.14-Service installations penetrating a building element that is required to have an FRL must be installed in accordance with this Clause.

Reason To ensure that a fire is contained to one compartment in the building and cannot spread through service penetrations in fire barriers.

Clause D2.21-Doorways and doors forming part of a required exit or in the path of travel to a required exit shall be readily openable without a key from the side that faces a person seeking egress, except in accordance with this Clause.

Reason To ensure ready access to exits by people generally unfamiliar with the building.

Clause D3.2 & D3.3- 5% of the total number of units must be provided with access and facilities for disabled persons in accordance with these Clauses.

Reason To provide access and facilities for people with disabilities.

Part E1-The fire service installations shall be tested in accordance with this Part.

Reason To facilitate the fighting of fire and restrict fire growth.

Clause E1.7- Self-contained smoke alarms shall be installed in accordance with this Clause.

Reason To ensure the occupants are given adequate warning so they can evacuate the building in an emergency.

Clause E1.9 Fire fighting precautions shall be taken during construction in accordance with this Clause.

Reason To provide appropriate firefighting equipment for use by building workers and the fire brigade.

Part F5-The sound transmission class of any wall or floor of a building as required by this part must not be reduced by any construction or installation or penetration by any services.

Reason To ensure wall and floor construction adequately shields occupants from adjoining noise sources.

If you are dissatisfied with these conditions a right of appeal exists, within two (2) months of the receipt of this letter.

Appeals should be lodged with or enquiries made to the Registrar, Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, 5000 (Postal Address: GPO Box 2465 Adelaide 5001).

DEVELOPMENT NUMBER: 41891-00

LOCATION OF PROPOSED DEVELOPMENT:

ADVICES:-

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

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 203 7420 or 203 7426.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

Expiration Time of Approval

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless the development has been lawfully commenced by substantial work on the site of the development within such period, in which case the approval will lapse within 3 years from the operative date of the approval subject to the proviso that if the development has been substantially or fully completed within those 3 years, the approval will not lapse.

Building Levels

Before commencing work, the finished building levels should be checked against the footpath levels to ensure access for the disabled, vehicular access and stormwater disposal will comply with relevant codes and approvals. An application for levels along the public boundary should be made to the Principal Design Engineer, Urban Design Services Department, Corporation of the City of Adelaide. **The Corporation of the City of Adelaide will not adjust footpath levels to suit finished building levels.**

Storm Water Drainage

The method of disposing of storm water drainage should be discussed with and approved by Council's Division of Urban Services prior to completion of detailed design plans for Provisional Building Rules Consent.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site.

Protecting Adjoining Land

The provisions of Section 60 and Regulation 75 should be complied with in respect of protecting the adjoining land or premises and giving the adjoining owner one months notification of the work.

Owner's Responsibility for Maintenance

Maintenance and testing of the essential safety provisions should be carried out in accordance with the Schedule of Essential Safety Provisions and Minister's Specification SA76 and proof of maintenance must be provided to Council each calendar year by the building owner or manager.

Certificates of Compliance (ESP)

A certificate of compliance is required for each essential safety provision, in the appropriate form under Schedule 16, signed by the installer of the safety provision or, where the installer is a company, signed by the manager for the installation work.

Certificate of Occupancy

The following documents must be submitted with an application for a Certificate of Occupancy :

- A written statement from a licensed builder that the building work undertaken by the builder is in accordance with the Development Approval.
- If there is no licensed builder, a written statement from a Building Surveyor, Assistant Building Surveyor or an Architect that the work is in accordance with the Development Approval.
- Evidence that condition of approval relating to Clauses D3.2 and D3.3 of the BCA has been complied with.
- Certificates of Compliance for each essential safety item identified on the Schedule of Essential Safety Provisions. Each Certificate must be signed by the installer of the item.
- A plan of the building that has marked on it the location of each essential safety item installed in the building.

An application for issuing the Certificate of Occupancy must be accompanied by the prescribed fee ($5.20).

Occupation of the Area

The area in the vicinity of the approved work must not be occupied unless the Certificate of Occupancy has been issued.

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City of Adelaide

TOWN HALL ADELAIDE
SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE SA 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr Jack Mazek (Tel 203 7209),
Reference: (Direct Fax 203 7588)

BF 1753 ✓

12 August 1996

Mr Theodore Xenophou
16 Karri Drive
DERMAN COURT SA 5075

Dear Sir/Madam

Following the Building Rules Assessment of the above project, we would like to bring to your attention some potential monetary savings resulting from changes to Development Legislation, in particular differences between Amendment 5 and Amendment 7 of the Building Code of Australia:

- Clause SAE1.3 allows installation of an electric fire hydrant pump with an electric motor connected to two completely independent power sources as an alternative to diesel fire hydrant pump.

- Table E2.2 allows smoke exhaust fans to be of standard metal blade type instead of high temperature fans in accordance with AS 1668.1.

Also pursuant to Section 36(2) of the Development Act 1993 a modification has been granted to allow omission of stair pressurisation system as now required by Clause E2.2(e)(iv) of the Building Code of Australia.

Jack Mazek
BUILDING SURVEYING ENGINEER(MECHANICAL)

cc: GTG PARTNERSHIP
Level 2, 303 Adelaide Street
Brisbane QLD 4000

City of Adelaide

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SOUTH AUSTRALIA
GPO BOX 2252
ADELAIDE S A 5001
Telephone: (08) 203 7777
Facsimile: (08) 203 7575

Enquiries: Mr J Mazek (203 7209)
Reference: Direct Fax. 203 7588
BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Part E1 of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow a single diesel pump set serving the carpark fire sprinkler system, and fire hydrant system in lieu of separate pump sets as required by the BCA provided that the proposed diesel pump can satisfy simultaneous water flow and pressure requirements of the hydrant system and fire sprinkler system.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

City of Adelaide

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BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause E2.2(e)(iv) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow omission of stair pressurisation provided that all fire doors leading to fire isolated stairs are provided with smoke seals.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

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BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause C3.2(b) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the external openings of the units facing the eastern boundary adjacent to the south-east corner to be constructed without having to be protected in accordance with the provisions of Clause C3.4 provided the balustrades are of masonry imperforate construction as detailed on the submitted drawings.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

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13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause C3.11(h)(iii) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the windows facing the internal egress balconies to extend below a height of 1.5 metres above the balcony floor level.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

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BF1753 (JM:AB)

13 August 1996

Mr Theodore Xenophou
9-9A East Terrace
ADELAIDE 5000

Dear Sir,

Re: Dwellings Eight Storey (92 Units) - 9-9A East Terrace, Adelaide

You are advised that under the authority given by Section 36(2) of the Development Act, 1993, Clause D1.7(c) of the Building Code Of Australia as adopted by Regulation 4 of the Development Regulations 1993 is hereby modified to allow the ground floor discharge of Stair 1 to be within 6 metres of the non-fire rated external Lobby walls, subject to the Lobby being fitted out generally with non-combustible materials.

(D.C. Freeman)
CHIEF BUILDING SURVEYOR,
COMMUNITY AND DEVELOPMENT SERVICES DIVISION

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT DEVELOPMENT NO 020:C009:98

ANNEXURE B

(THE WORKS)

The following works are to be effected by or on behalf of the Developer to the Common Property or to Community Strata Lots on the levels of the building erected upon the Community Parcel detailed below:

Level 1 & 2

- Fitout of that portion of the Common Property marked "Red Cross Units" on the Plan of Community Division & fitout of the community Lot described Managers Unit on the Plan of Community Division
- Installation of all external cladding and louvres
- All painting and line marking
- Installation of all roller shutter doors
- Commissioning of some services

Level 3

- General landscaping
- Some painting and installation of carpets, balcony tiling, balcony dividing screen walls
- commissioning of some services

Level 4

- 2nd fix of some services and commissioning thereof
- Some painting and installation of carpet and tiling

Level 5

- Some joinery installation
- Some 2nd fix services and commissioning
- Some painting and installation of carpets and tiling

Level 6

- All internal tiling
- All joinery installation
- All 2nd fix services and commissioning
- All painting and installation of carpets and tiling

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT DEVELOPMENT NO 020:C009:98

ANNEXURE B CONTINUED

Level 7

- Finish wall and ceiling linings and flushing to some areas
- All joinery
- All tiling, carpentry, painting and floor coverings
- All 2nd fix services and commissioning thereof
- All external tiling and painting

Level 8

- Finish some internal wall framing and external brickwork
- Install some wall and ceiling linings and flushing
- Effect all finishes trades and 2nd fix services
- Commissioning

Lifts

- Some installation and commissioning work

Landscaping

- Provide general landscaping to all relevant portions of the Common Property.

Commissioning

- Commissioning of some plant and equipment.

Security Lobby Area

- effecting of all fit out works in that portion of the Common Property to comprise the security lobby area fronting East Terrace Adelaide.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT DEVELOPMENT NO 020:C009:98

ANNEXURE C

(INDICATIVE WORKS SCHEDULE)

ID	Task Name
1	TOTAL CONSTRUCTION PERIOD
2	FINANCE APPROVAL DATE
3	MOBILISATION
9	SITE ESTABLISHMENT
12	Enact Fence
13	Albrah Hotel
14	STRUCTURE
44	FITOUT
45	LEVEL 1
52	LEVEL 2
71	LEVEL 3
103	LEVEL 4
129	LEVEL 5
144	LEVEL 6
181	LEVEL 7
207	LEVEL 8
233	EXTERNAL WORKS
250	PROJECT COMPLETION
251	Commission Services
269	Completion Date
270	Contingency
271	Practical Completion

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