Form 1 - Vendor's statement

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

Contents

Preliminary

Part A - Parties and land

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

Part C - Statement with respect to required particulars

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

Schedule

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:

Street 1
Street 2
Suburb State Postcode

2 Purchaser's registered agent: ☐

Address:

Street 1
Street 2
Suburb State Postcode

3 Vendor:

John Andrew Allan, Merle Gwenda Humphries and Neil Andrew Beattie

Address:

Street 1 Po Box 796
Street 2
Suburb WILLUNGA State SA Postcode 5172

4 Vendor's registered agent: ☑

Klemich Real Estate

Address:

Street 1 UNIT 1 / 245 FULLARTON ROAD
Street 2
Suburb EASTWOOD State SA Postcode 5063

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

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

Lot 2 in Primary Community Strata Plan 26846 in the Area named Adelaide Hundred of Adelaide more commonly known as

Street 1 UNIT 2 FL 1 / 28 STORR STREET
Street 2
Suburb ADELAIDE State SA Postcode 5000
being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 6080 Folio 423

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

To the purchaser:

Right to cool-off (section 5)

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

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

(a) you purchased by auction; or

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

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

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

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

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

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

2 - Time for service

The cooling-off notice must be served -

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

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

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

3 - Form of cooling-off notice

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

4 - Methods of service

The cooling-off notice must be -

(a) given to the vendor personally; or

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

PO Box 796 Willunga SA 5172

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

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

joseph@klemich.com.au

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

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

1/245 Fullarton Road, Eastwood SA 5063

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

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

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

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

5 - Effect of service

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

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

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

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*~~I~~/We, John Andrew Allan, Merle Gwenda Humphries and Neil Andrew Beattie

of PO Box 796 Willunga SA 5172

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

Date:	5/8/2026	Date:	5/8/2026
Signed:	Signed by: John Andrew Allan 41F729F3E2C84FD...	Signed:	Signed by: Merle Gwenda Humphries 2339CDB906A646F...
Date:	6/8/2026	Date:	
Signed:	Signed by: Neil Andrew Beattie 79DE082F4C8D433...	Signed:	

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

(section 9)

To the purchaser:

I, Melanie Jane Turner of Distinct Conveyancing

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

Exceptions: Vendor has advised that Strata Corporation 26846 will no longer be managed by Adelaide Strata and Community Management. Horner Management will be appointed and will commence management in August 2026.

Date: 5/8/2026

Signed: DocuSigned by: Melanie Jane Turner 4ED4B08B06D94E1...

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

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

Schedule - Division 1

Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note -

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

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

(a) there is an attachment to this statement and -
  (i) all the required particulars are contained in that attachment; and
  (ii) the attachment is identified in column 2; and
  (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -
  (i) is 1 of the following items in the table:
    (A) under the heading 1. General -
      1.1 Mortgage of land
      1.4 Lease, agreement for lease, tenancy agreement or licence
      1.5 Caveat
      1.6 Lien or notice of a lien
    (B) under the heading 36. Other charges -
      36.1 Charge of any kind affecting the land (not included in another item); and
  (ii) is registered on the certificate of title to the land; and
  (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1 Mortgage of land

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Number of mortgage (if registered):

Name of mortgagee:

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Certificate of Title and Property Interest Report

Description of land subject to easement:

The land in Certificate of Title Volume 6080 Folio 423

Nature of easement:

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

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

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

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Tenancy Agreement and Extensions attached

Name of parties:

Tenant: Siling Chen
Landlord: Merle Humphries, John Allan and Neil Beattie
Property Manager: Waterman Property Management Pty Ltd

Period of lease, agreement for lease etc:

From 21/10/2025 to 20/10/2026

Amount of rent or licence fee:

$ 940 per Fortnight (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

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

5. *Development Act 1993* (repealed)

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to Council Search

Condition(s) of authorisation:

Refer to Council Search

6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Nature of condition(s):

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to ESL Certificate attached

Date of notice:

Refer to ESL Certificate attached

Amount of levy payable:

Refer to ESL Certificate

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):

Refer to Council search attached

Date of notice, order etc:

Refer to Council search attached

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

Refer to Council search attached

Land subject thereto:

Refer to Part 6. Description of the Land (as above)

Nature of requirements contained in notice, order etc:

Refer to Council search attached

Time for carrying out requirements:

Refer to Council search attached

Amount payable (if any):

Refer to Council search attached

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building work ~~***Is this item applicable?***~~

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

Are there attachments?

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

Does the restriction apply to all of the land?

If NO, give details about the part of the land to which the restriction applies:

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):

Council Search and Property Interest Report

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

Zones: Capital City (CC)
Subzones: No
Zoning Overlays: Refer to Council Search attached

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? UNKNOWN

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

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

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

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings ~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice ~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

33.1 section 23 - Notice of contribution payable

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to SA Water Certificate of Charges

Date of notice or order:

Refer to SA Water Certificate of Charges

Name or person or body who served notice or order:

Refer to SA Water Certificate of Charges

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

Refer to SA Water Certificate of Charges

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

Refer to SA Water Certificate of Charges

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

1 Name of community corporation: Community Corporation 26846
Address of community corporation: 28 Storr Street, Adelaide SA 5000

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

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

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

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

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

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

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

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

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

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

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

700/4960

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

4 Documents supplied by the community corporation that are enclosed:

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

YES

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

YES

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

YES

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

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

6 The following documents are enclosed:

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

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

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

Vendor has advised that Strata Corporation 26846 will no longer be managed by Adelaide Strata and Community Management. Horner Management will be appointed and will commence management in August 2026.

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

Name: Currently Adelaide Strata and Community Management (Horner Management to be appointed August 2026)

Address: 203 Fullarton Road, Eastwood SA 5063

Note-

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

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

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

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

Schedule-Division 3-Community lots and strata units ☑

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

Form R3 Buyers Information Notice
Form R7 - Warning Notice
Certificate of Title
Plan Image
Property Interest Report
Title & Valuation Search
Historical Search
Council Search
Emergency Services Levy Certificate
Land Tax Certificate
SA Water Certificate
The particulars supplied by the Community Corporation (statement pursuant to section 139) and enclosures
Copy of the By-laws of the Community Scheme
Copy of plan of Community Division (Community Plan)
Tenancy Agreement and Lease Extension

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

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

*(*Strike out whichever is not applicable)*

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Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

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

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

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

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

Safety

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

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Enjoyment

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

Value

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

For more information on these matters visit Consumer and Business Advice section on the following website: www.cbs.sa.gov.au

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

September 2025

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Form R7

Warning Notice

Financial and Investment Advice

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

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

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

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

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

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Product	Register Search (CT 6080/423)
Date/Time	29/07/2026 11:54AM
Customer Reference	262412
Order ID	20260729004485

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 6080 Folio 423

Parent Title(s) CT 6055/932

Creating Dealing(s) ACT 11604078

Title Issued 15/07/2011 **Edition** 3 **Edition Issued** 21/03/2025

Estate Type

FEE SIMPLE

Registered Proprietor

JOHN ANDREW ALLAN
MERLE GWENDA HUMPHRIES
OF PO BOX 796 WILLUNGA SA 5172
2 / 3 SHARE AS JOINT TENANTS

NEIL ANDREW BEATTIE
OF PO BOX 796 WILLLUGA SA 5172
1 / 3 SHARE

Description of Land

LOT 2 PRIMARY COMMUNITY STRATA PLAN 26846
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
28/06/2011	11604080	SCHEME DESCRIPTION	FILED
15/06/2017	12745282	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

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

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PURPOSE: PRIMARY COMMUNITY STRATA

AREA NAME: ADELAIDE

MAP REF: 6628/41/M

COUNCIL: THE CORPORATION OF THE CITY OF ADELAIDE

LAST PLAN: D82822

DEVELOPMENT NO: 020/C014/11/001/29192

APPROVED:
GLENN WESTTHORP
22/06/2011

DEPOSITED:
JENNY COTTNAM
05/07/2011

C26846

SHEET 1 OF 6

29289_text_01_v04_Version_4

AGENT DETAILS: ANDREW & ASSOCIATES
276 FLINDERS ST
ADELAIDE SA 5000
PH: 82321954
FAX: 82327678

AGENT CODE: DSCA

REFERENCE: 209366-2A

SURVEYORS CERTIFICATION: I Perry Mark Phillips , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
22nd day of June 2011 Perry Mark Phillips Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6055	932		ALLOTMENT(S)	101	D	82822	ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 19 / 05 / 2011

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SITE PLAN

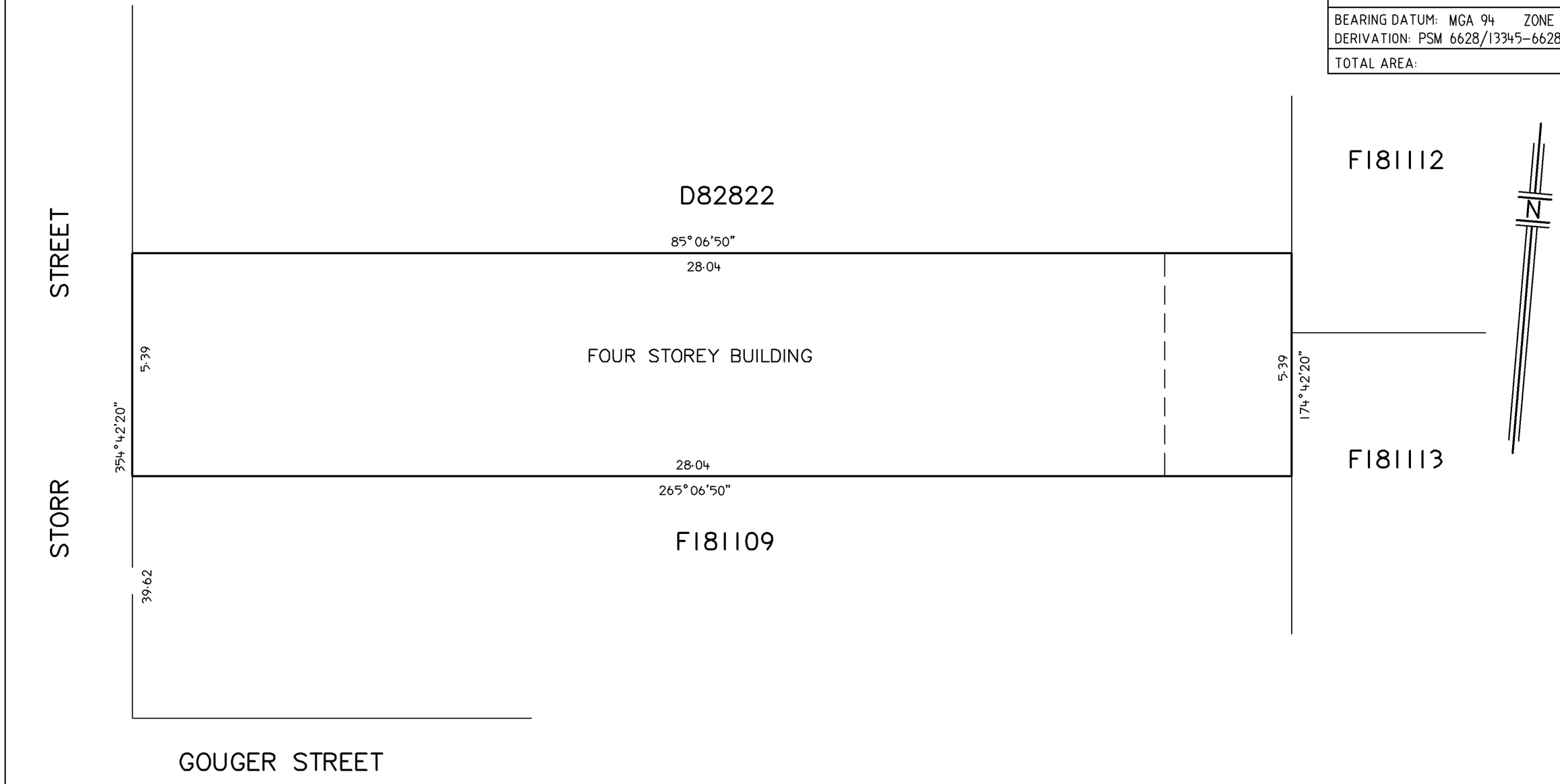
C26846

SHEET 2 OF 6

29289_pland_1_V01_Version_4

BEARING DATUM: MGA 94 ZONE 54
DERIVATION: PSM 6628/13345–6628/13369

TOTAL AREA:



ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000 | 34 Victoria Street Victor Harbor SA 5211
Telephone: 8232 1954 Facsimile: 8232 7678 | Telephone: 8552 4480
E–mail: surveyors@andrewandassoc.com.au
Reference : 209366–2–2 ACN 008 146 763

SCALE
0 1 2 4 6 8 10 METRES

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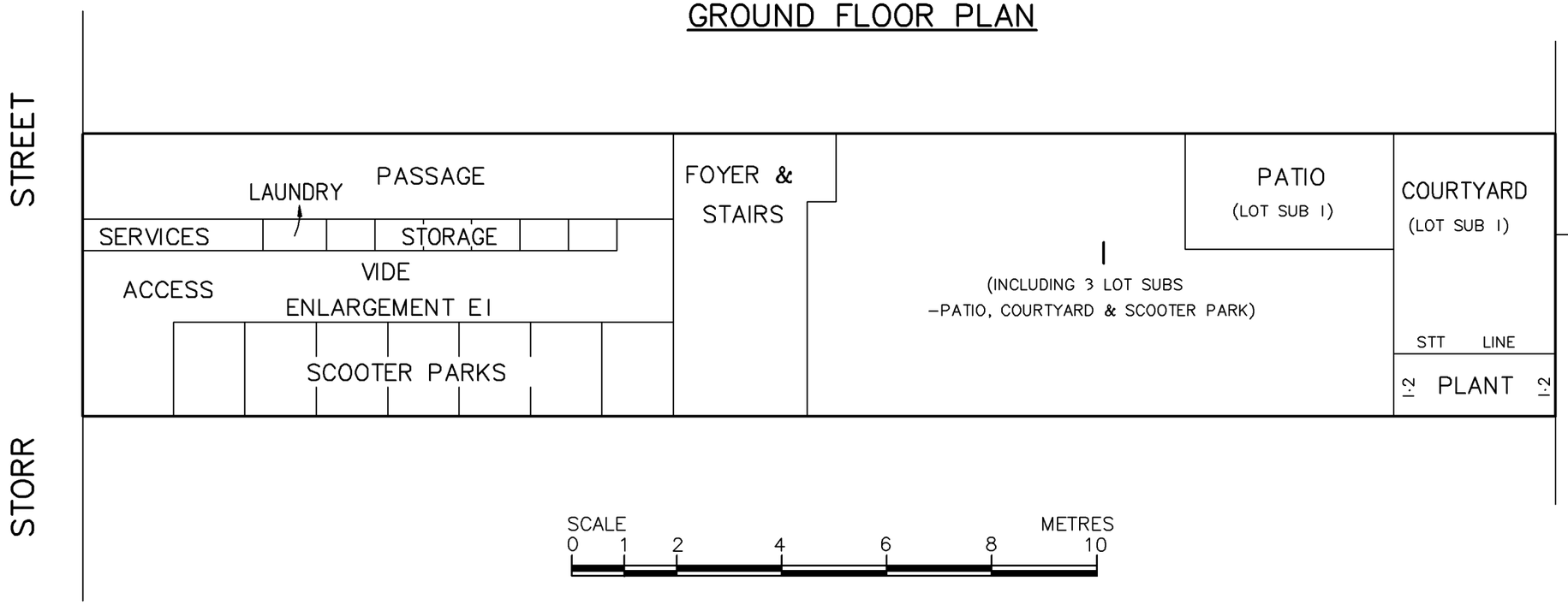
C26846

SHEET 3 OF 6

29289_pland_2_V02_Version_4

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS SCOOTER PARK, PATIO AND COURTYARD ARE EXISTING FLOOR LEVEL SLAB AND 2·4 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2·4 METRES

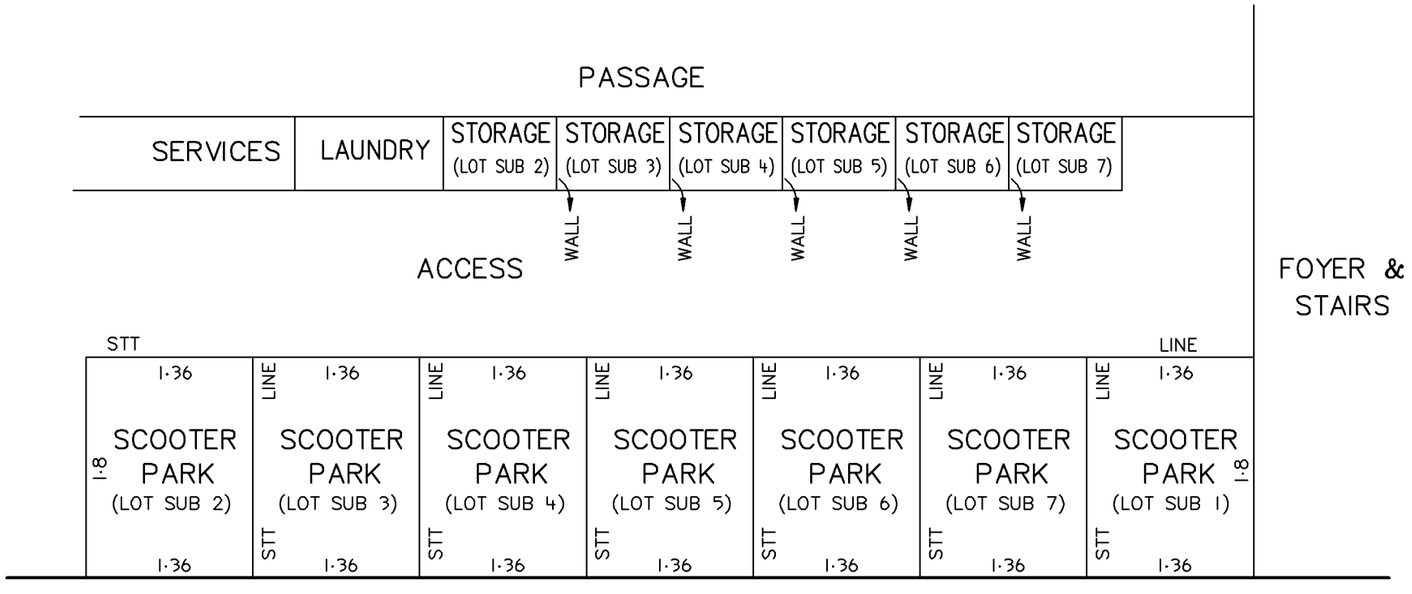
GROUND FLOOR PLAN



SCALE 0 1 2 4 6 8 METRES 10



LEGEND	
STT	STRAIGHT



ENLARGEMENT E1

SCALE 0 0.5 1 2 3 4 METRES 5

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E–mail: surveyors@andrewandassoc.com.au
Reference : 209366–2A–3
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
ACN 008 146 763

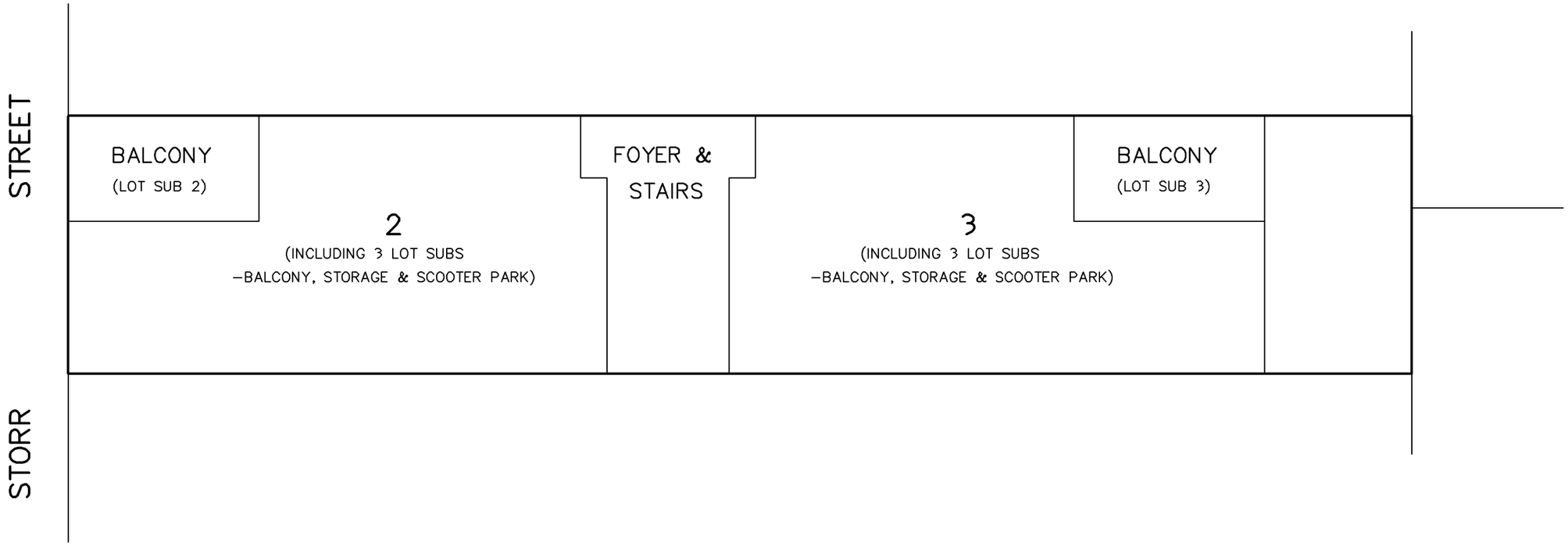
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FIRST FLOOR PLAN

C26846

SHEET 4 OF 6

29289_pland_3_V02_Version_4



SCALE 0 1 2 4 6 8 10 METRES

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E–mail: surveyors@andrewandassoc.com.au
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
Reference : 209366–2A–4
ACN 008 146 763

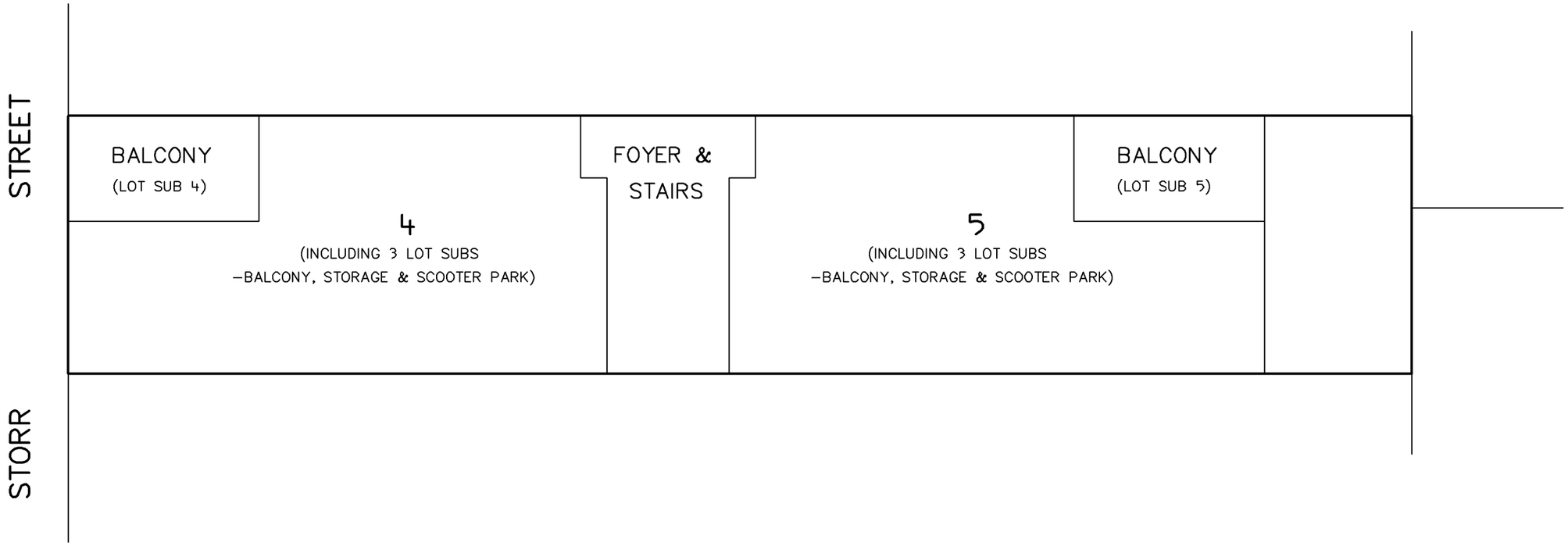
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SECOND FLOOR PLAN

C26846

SHEET 5 OF 6

29289_pland_4_V02_Version_4



SCALE
0 1 2 4 6 8 10 METRES

ANDREW
& ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E–mail: surveyors@andrewandassoc.com.au
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
Reference : 209366–2A–5
ACN 008 146 763

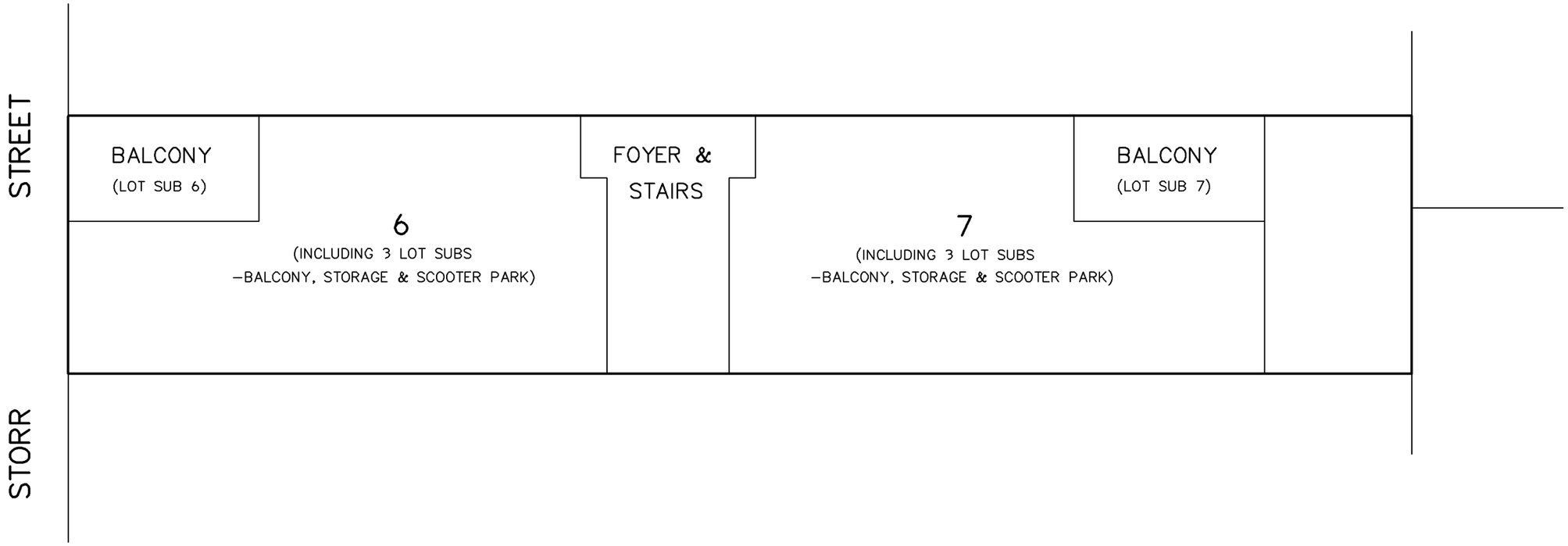
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C26846

SHEET 6 OF 6

29289_pland_5_V02_Version_4

THIRD FLOOR PLAN



SCALE 0 1 2 4 6 8 10 METRES

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E–mail: surveyors@andrewandassoc.com.au
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
Reference : 209366–2A–6
ACN 008 146 763

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

26846

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 26846

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 1 OF 1 SHEETS

APPROVED

DEPOSITED

5 / 7 / 2011

PRO REGISTRAR-GENERAL

APPLICATION 1160 4078

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	700	
2	700	
3	700	
4	710	
5	710	
6	720	
7	720	
AGGREGATE	4960	

CERTIFICATE OF LAND VALUER

I Stanislaw Pamula
being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purpose of the Community Titles Act 1996

Dated the 18th day of May 2011

Signature of Land Valuer

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Property Interest Report

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

Title Reference	CT 6080/423	**Reference No.** 2805183
Registered Proprietors	J A*ALLAN & ORS	**Prepared** 29/07/2026 11:54
Address of Property	Unit 2 FL 1, 28 STORR STREET, ADELAIDE, SA 5000	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

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

Table of Particulars

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

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

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

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Product	Title and Valuation Package
Date/Time	29/07/2026 11:54AM
Customer Reference	262412
Order ID	20260729004485

Certificate of Title

Title Reference	CT 6080/423
Status	CURRENT
Easement	NO
Owner Number	15635623
Address for Notices	PO BOX 796 WILLUNGA 5172
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

JOHN ANDREW ALLAN
MERLE GWENDA HUMPHRIES
OF PO BOX 796 WILLUNGA SA 5172
2 / 3 SHARE AS JOINT TENANTS

NEIL ANDREW BEATTIE
OF PO BOX 796 WILLLUGA SA 5172
1 / 3 SHARE

Description of Land

LOT 2 PRIMARY COMMUNITY STRATA PLAN 26846
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 11614699
Dealing Date	15/07/2011
Sale Price	$295,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0211282159	CURRENT	Unit 2 FL 1, 28 STORR STREET, ADELAIDE, SA 5000

Notations

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Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
28/06/2011 11:17	11604080	SCHEME DESCRIPTION	FILED
15/06/2017 11:38	12745282	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0211282159
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2012
Property Location	Unit 2 FL 1, 28 STORR STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	NEIL ANDREW BEATTIE JOHN ANDREW ALLAN MERLE GWENDA HUMPHRIES
Owner Number	15635623
Address for Notices	PO BOX 796 WILLUNGA 5172
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1321 - First Floor Home Unit
Description	4 APT
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C26846 LOT 2	CT 6080/423

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$66,000	$370,000			
Previous	$66,000	$335,000			

Building Details

Valuation Number	0211282159
Building Style	Architectural
Year Built	2011
Building Condition	Very Good
Wall Construction	Concrete
Roof Construction	Galvanised Iron
Equivalent Main Area	54 sqm
Number of Main Rooms	4

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

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Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Product	Historical Search
Date/Time	29/07/2026 11:54AM
Customer Reference	262412
Order ID	20260729004485

Certificate of Title

Title Reference: CT 6080/423

Status: CURRENT

Parent Title(s): CT 6055/932

Dealing(s) Creating Title: ACT 11604078

Title Issued: 15/07/2011

Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
18/03/2025	21/03/2025	14484442	DISCHARGE OF MORTGAGE	REGISTERED	13681001
14/12/2021	17/12/2021	13681001	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
18/07/2011	25/07/2011	11614699	TRANSFER	REGISTERED	JOHN ANDREW ALLAN, MERLE GWENDA HUMPHRIES, NEIL ANDREW BEATTIE
18/07/2011	25/07/2011	11614698	DISCHARGE OF MORTGAGE	REGISTERED	11444668
16/08/2010	03/11/2010	11444668	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.

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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

Date: 30 July 2026

Email: city@cityofadelaide.com.au

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-6080/423
Owner Name	Mr J A Allan and Ms M G Humphries and Mr N A Beattie
Address of Property	Floor 1 2/28 Storr Street, ADELAIDE SA 5000

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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

DISTINCT CONVEYANCING
5/237 Main Rd, BLACKWOOD SA 5051

Dear Sir/Madam

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

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

Date Received	29 July 2026
Receipt Number	7151851
Document Issue Date	30 July 2026
Property Address	Floor 1 2/28 Storr Street, ADELAIDE SA 5000
Property Description	Lot 2 CP 26846
Property Titles	CT-6080/423
Owner of Property	Mr J A Allan and Ms M G Humphries and Mr N A Beattie

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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: 34856 5

Property Location	**Floor 1 2/28 Storr Street, ADELAIDE**
Rateable Valuation	$13,200
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$1,600.05**
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	**$1,600.05**



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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

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

Name: DISTINCT CONVEYANCING

Address: 5/237 Main Rd, BLACKWOOD SA 5051

File reference:

Phone number:

Certificate of Title:	CT-6080/423
Property Description:	Lot 2 CP 26846
Property Address:	Floor 1 2/28 Storr Street, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr J A Allan and Ms M G Humphries and Mr N A Beattie
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

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PRESCRIBED INFORMATION

Address: ***Floor 1 2/28 Storr Street, ADELAIDE SA 5000*** ***Reference:*** **2000/02855-2**

Certificate of Title: ***CT-6080/423*** ***Dated:*** ***30 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):~~

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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**

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PRESCRIBED INFORMATION

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:~~

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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:~~

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PRESCRIBED INFORMATION

	~~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):~~

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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:~~

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PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	~~Amount payable (if any):~~
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed the authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~

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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: ……..	

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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:	

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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):~~

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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.....

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PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

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

*~~YES~~/NO

Note—

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

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

It should be noted that—

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

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

ATTACHMENTS

Attachment – Development Conditions

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

APPLICATION DATED: 30-Jun-2005 APPLICATION REGISTERED ON: 19-Jul-2005	FILE REFERENCE: 2000/02855 CONTACT OFFICER: Robyn Taylor 8203 7792 George Capetanakis

Development Application:	DA/506/2005
Applicant:	Mr C I Bussenschutt and Ms R Shea
Location:	28 Storr Street, ADELAIDE SA 5000
Nature of Development:	Demolish existing residence

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	05 September 2005	2
Provisional Building Rules Consent	Granted	05 September 2005	0
Development Approval	Granted	05 September 2005	2

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

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

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

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

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

Date of Decision: **05 September 2005**

Signed: Daniel McLamme

Date: 6.9.05

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[3] Sheets Attached

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

PRESCRIBED INFORMATION

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Development Application: DA/506/2005

Applicant: Mr C I Bussenschutt and Ms R Shea

Location: 28 Storr Street, ADELAIDE SA 5000

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

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

2. **The landscaping and fencing as shown on the plans dated 12 August 2005 shall be established within 1 month of the date of the approval.**

Reason: To provide amenity for the occupants of adjacent buildings through the provision of landscaping as part of the development.

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

Development Application: DA/506/2005

Applicant: Mr C I Bussenschutt and Ms R Shea

Location: 28 Storr Street, ADELAIDE SA 5000

Nil

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **19 May 2009** Application Registered On:	File Reference: **F/LD/0014/2009** Contact Officer: **Helen Dand 8203 7380**

Application:	LD/14/2009 (DAC: 020/D012/09 - Unique ID: 30623)
Applicant:	FORME PROJEX P/L
Description:	Land Division - Boundary Alignment
Location:	24-28 Storr Street, ADELAIDE SA 5000

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	**Granted**	**2 November 2009**	**1**
Land Division Consent	**Granted**	**2 November 2009**	**2**
Development Approval	**Granted**	**2 November 2009**	**3**

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

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

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

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

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

Date of Decision: **2 November 2009**

Signed: .....

Date: 2/11/09

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[2] Sheets Attached

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

Application: LD/14/2009 (DAC: 020/D012/09 - Unique ID: 30623)

Applicant: FORME PROJEX P/L

Location: 24-28 Storr Street, ADELAIDE SA 5000

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. **The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**
   - **Plan prepared by Andrew and Associates Ref: 209136-1 submitted on 19 May 2009**

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

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

CONDITIONS OF LAND DIVISION CONSENT

1. **The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.**

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

2. **A certified survey plan shall be lodged with the Development Assessment Commission for Certificate purposes.**

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **14-Jul-2009** Application Registered On: **22-Jul-2009**	File Reference: **F/DA/0518/2009** Contact Officer: **Rocky Luppino 8203 7462**

Application:	DA/518/2009
Applicant:	FORME PROJEX P/L
Location:	Land, 28 Storr Street, ADELAIDE SA 5000
Description:	Construct four storey residential building containing 7 apartments on vacant land.

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	**Granted**	**7 October 2009**	**5**
Building Rules Consent	**Granted**	**10 August 2010**	**0**
Development Approval	**Granted**	**19 August 2010**	**5**

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

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

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

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

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

Date of Decision: **19 August 2010**

Signed: .....

Date: 20/8/2010

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[**5**] Sheets Attached

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

Application:	DA/518/2009
Applicant:	FORME PROJEX P/L
Location:	Land, 28 Storr Street, ADELAIDE SA 5000
Description:	Construct four storey residential building containing 7 apartments on vacant land.

CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. **The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**

- **Plans drawn by Tectvs numbered 20-075 PO1 Rev 1.0, P02 to PO4 Rev 1.1 and PO5 Rev 1.0;**
- **Planning Report from MasterPlan ref: 12530REP01.docx; and**
- **Letter from MasterPlan dated 23 September 2009, Ref: ss: 12530LET03.doc**

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

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

2. **Prior to the granting of development approval to the Development the applicant or the person(s) having the benefit of the consent shall submit to the Council samples of the final selection of all external materials, surface finishes and colours of the Development so as to ensure that such samples are consistent with the consent. Such samples shall be to the reasonable satisfaction of the Council.**

Reason: To ensure a high standard of materials and finishes are used in the finished presentation of the building.

3. **Internal ground floor building level shall match the existing footpath levels adjacent to access points to the site.**

Reason: To ensure public footpaths remain level and as such pedestrian safety and amenity is not compromised.

4. **The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Council.**

Reason: To ensure that adequate provision is made for the collection and dispersal of stormwater.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

5. The noise level of any air conditioning units located on the Land when assessed at the nearest existing or envisaged future noise sensitive location in or adjacent to the Land shall not exceed 55dB(A) during daytime (7am to 10pm) and 45dB(A) during night time (10pm to 7am) when measured and adjusted in accordance with the relevant environmental noise legislation in operation and applicable to the Land except where it can be demonstrated by the applicant or the person(s) having the benefit of this consent that a high background noise exists in which case such noise levels shall be to the reasonable satisfaction of the Council at all times.

Reason: To ensure that the acoustic amenity of the locality is not unduly affected by air-conditioning noise.

CONDITIONS OF BUILDING RULES CONSENT

Private Certifier TECON Australia P/L imposes nil conditions (Ref: 10/0743)

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

DEVELOPMENT ACT 1993
DECISION NOTIFICATION FORM

TECON AUSTRALIA PTY LTD

Our Ref.: 10/0743
DA No.: DA/518/2009

10 August, 2010

BUILDING RULES CONSENT

Form Projex
C/- TECTVS Pty Ltd
26 Field Street
ADELAIDE SA 5000

Location of proposed development:	**28 Storr Street, Adelaide**

Nature of proposed development:	**Four storey apartment building**

In respect of this development you are informed that building rules consent has been granted on 10 August, 2010 and is subject to 1 alternative solution.

The building has been assigned the following classification(s)–2 & 7a

The details granted building rules consent in respect of this development are listed below:-

- Architectural drawings numbered 20-075 WD01 to WD19 (as amended) by Tectvs
- Survey drawing numbered 209136-2 by Andrew & Associates
- Schedules and Specification by Tectvs
- Engineering Specification numbered DT090525 by Structural Systems
- Fire Protection Services Specification numbered 0259.100601.F.1 by BCA Engineers
- Hydraulic Services Specification numbered 0259.100615.H.1 by BCA Engineers
- Footing construction report numbered DT090525 by Structural Systems
- Structural design calculations numbered DT090525 dated 16/7/2010 & 3/8/2010 by Structural Systems
- Structural drawings numbered DT090525 01ST BA(0), 01 BA(2), 02 BA(0), 03 BA(0) by Structural Systems
- Services drawings numbered 0259-H01-2 (2), F01-2 (2) by BCA Engineers
- Correspondence dated 21/7/2010, 3/8/2010 by Aecom

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

TROY OLDS
Private Certifier (SA Reg. No.: 061)

191 Wakefield Street, Adelaide SA 5000
Telephone: (08) 82281600 Facsimile: (08) 8228 1606 Email: admin@teconaust.com.au

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

DEVELOPMENT ACT, 1993
SECTION 42
BUILDING RULES CONSENT

10 August, 2010

Our Ref.: 10/0743
DA No.: DA/518/2009

Project Name: Four storey apartment building

Project Address: 28 Storr Street, Adelaide

Applicant: Form Projex C/- TECTVS Pty Ltd

Name of Owner: Form Projex

Notes for building rules consent

1. Pursuant to Regulation 74 Development Regulations 2008 the applicant or builder proposing to undertake the development is advised of their obligation to give the Council 1 days notice of the commencement and completion of the development and at the stages notified by council with the Development Approval. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB(8) of the Development Regulations 2008.

2. This office has formed the opinion that the building is not unsafe, structurally unsound and that access for people with disabilities has been considered as required by Section 53A Development Act 1993.

3. The stormwater disposal system must not allow the entry of water into any building or on to the land of any adjoining owner without their prior consent.

4. The footing design does not take into consideration the effect of adjacent trees.

5. The owners should be made aware of the general requirements for maintenance of the footings and site management set out in appendix B of AS2870 Residential Slabs and Footings and the information available in the CSIRO pamphlet 10-91.

6. This report based on the building rules assessment only and does not suggest or infer compliance with any other legislation.

7. A certificate of occupation will be required for this new work and will nominate the maximum number of occupants for this area as.

Storey	Portion	Area	Class	No of persons
Ground floor	Bike park	37.8sqm	7a	5
Ground	Apartment	60sqm	2	N/A
1st, 2nd, 3rd	Apartments	120sqm	2	N/A

8. Tecon Australia will issue this certificate of occupation however we will require the following:-
   - a written request for the certificate,
   - a builder's statement of compliance,
   - the relevant Schedule of Essential Safety Provisions Form 2's signed by the responsible contractors for the work
   - a copy of the development approval decision notification form.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

PRESCRIBED INFORMATION

9. A Schedule of Essential Safety Provisions Form 1, as required by Regulation 76 of the Development Regulations 2008, has been attached to this consent. The items to be inspected or tested are detailed in this schedule

10. A Schedule of Essential Safety Provisions Form 2 and a pro forma Builders Statement of compliance have been attached to this consent. These forms shall be completed by the builder returned to Tecon Australia at the completion of the development.

11. Adjoining owners affected by this development are required to be notified 28 days prior to the commencement of work.

Tecon Australia
Building Surveyors

.....
TROY OLDS

10 August, 2010

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

BUILDING CODE OF AUSTRALIA CLAUSE A0.8 ALTERNATIVE SOLUTION ASSESSMENT

TECON AUSTRALIA PTY LTD

10 August, 2010

Our Ref.: 10/0743 DA No.: DA/518/2009

Project Name: Four storey apartment building

Project Address: 28 Storr Street, Adelaide

Name of Owner: Form Projex

Portion of building: Whole

BCA Provision	*Deemed to Satisfy* clause	*Performance requirement*
Facilities in Residential Buildings	F2.1	FP2.2

Proposed *alternative solution*
To allow the installation of 1 Laundry facility, rather than 2 in accordance with Table F2.1 (b)

Reason:-
Due to the size and nature of the building.

Assessment method

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

The alternative solution has been accepted as meeting the performance criteria subject to the following conditions:-

TROY OLDS
Private Certifier (SA Reg. No.: 061)

Telephone: (08) 82281600 191 Wakefield Street, Adelaide SA 5000 Facsimile: (08) 8228 1606 Email: admin@teconaust.com.au

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **18 May 2011** Application Registered On: **18 May 2011**	File Reference: **F/LD/0016/2011** Contact Officer: **Helen Dand 8203 7380**

Application:	LD/16/2011 (DAC: 020/C014/11- Unique ID: 38133)
Applicant:	FORME PROJEX P/L
Location:	28 Storr Street, ADELAIDE SA 5000
Description:	Community Titles - create 7 titles from 1.

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	**Granted**	**9 June 2011**	**1**
Community Title Consent	**Granted**	**9 June 2011**	**2**
Development Approval	**Granted**	**9 June 2011**	**3**

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

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

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

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

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

Date of Decision: **9 June 2011**

Signed: .....

Date: 9/6/2011

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[**2**] Sheets Attached

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

Application:	LD/16/2011 (DAC: 020/C014/11- Unique ID: 38133)
Applicant:	FORME PROJEX P/L
Location:	28 Storr Street, ADELAIDE SA 5000
Description:	Community Titles - create 7 titles from 1.

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. **The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**

- **Amended survey plans submitted by Andrew and Associates 1 of 6 – 6 of 6, submitted on 9 June 2011**

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

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

CONDITIONS OF LAND DIVISION CONSENT

1. **Payment of $39,389 shall be** made into the Planning and Development Fund (7 lots @ $5,627 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au

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

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

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Data Extract for Section 7 search purposes

Valuation ID 0211282159

Data Extract Date: 30/07/2026

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: C26846 FL2

Certificate Title: CT6080/423

Property Address: UNIT 2 FL 28 STORR ST ADELAIDE SA 5000

Zones

Capital City (CC)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 70 metres AHD)

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

Affordable Housing

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

Building Near Airfields

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

Design

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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/

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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: 2805183

DISTINCT CONVEYANCING PTY LTD
POST OFFICE BOX 1114
BLACKWOOD SA 5051

DATE OF ISSUE
29/07/2026

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

OWNERSHIP NUMBER
15635623

OWNERSHIP NAME
J A ALLAN & ORS

PROPERTY DESCRIPTION
U2 F1 28 STORR ST / ADELAIDE SA 5000 / LT 2 C26846

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0211282159	CT 6080/423	$370,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	117.20
- REMISSION	$	69.25
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	97.95

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 **27/10/2026**

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
15635623

OWNERSHIP NAME
J A ALLAN & ORS

ASSESSMENT NUMBER
0211282159

AMOUNT PAYABLE
$97.95

AGENT NUMBER
100032710

AGENT NAME
DISTINCT CONVEYANCING PTY LTD

EXPIRY DATE
27/10/2026

+702170431200022> +001571+ <0550529058> <0000009795> +444+

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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: 7021704312** 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.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2805183

DISTINCT CONVEYANCING PTY LTD
POST OFFICE BOX 1114
BLACKWOOD SA 5051

DATE OF ISSUE
29/07/2026

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

OWNERSHIP NAME
J A ALLAN & ORS

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
U2 F1 28 STORR ST / ADELAIDE SA 5000 / LT 2 C26846

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0211282159	CT 6080/423	$66,000.00	0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**0.00**			

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE **27/10/2026**

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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: 7021704221** 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.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 11282 15 9	CT6080423	30/7/2026	8722	2805183

DISTINCT CONVEYANCING PTY LTD
PO BOX 1114
BLACKWOOD SA 5051
melanie@distinctconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: JA ALLAN & ORS
Location: U2 28 STORR ST ADELAIDE LT2 C26846
Description: 4 APT **Capital Value:** $ 370 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/7/2012	Water rates	:	88.00
Sewer main available:	1/7/2012	Sewer rates	:	103.85
		Water use	:	47.26
		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	:	239.11CR
		Balance outstanding	:	0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

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 11282 05 2.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 14.12%.

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/.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

SA Water

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

SA Water

South Australian Water Corporation

Name:
JA ALLAN & ORS

Water & Sewer Account
Acct. No.: **02 11282 15 9**

Amount: _____

Address:
U2 28 STORR ST ADELAIDE LT2 C26846

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0211282159

BPAY

Biller code: 8888
Ref: 0211282159

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: 0211282159

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Living better together
ASCM SMARTER COMMUNITIES

ADELAIDE
t. +61 8 8490 1300
e. sa@smartercommunities.com.au

ABN 73 058 476 056
203 Fullarton Road,
Eastwood SA 5063

30 July 2026

DISTINCT CONVEYANCING
PO BOX 1114
BLACKWOOD SA 5051

Ref

Re Lot 2 Community Corporation 26846 Inc

Fee 66.00 Paid

Please find enclosed Search Statement pursuant to Section 41 of the Strata Titles Act 1988 and Section 139 of the Community Titles Act 1996.

Fees are payable to Adelaide Strata and Community Management Pty Ltd ABN 73 058 476 056.

It is recommended that confirmation of balances due should be checked again as close as possible to the actual settlement date.

Finally, please ensure that the prescribed change of ownership form is sent to our office within 28 days of settlement so that all future correspondence relating to this lot is issued correctly to the new owner. Please direct your change of ownership information to our office via email to updates@smartercommunities.com.au.

Should you require any further information regarding this document, please contact Adelaide Strata and Community Management on (08) 8490 1300.

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BODY CORPORATE SEARCH STATEMENT

Strata Titles Act 1988 and Community Titles Act 1996

(Section 41 Strata Titles Act 1988)
(Section 139 Community Titles Act 1996)

Community Corporation 26846 Inc

Requested by **DISTINCT CONVEYANCING**
PO BOX 1114
BLACKWOOD SA 5051

Reference:

Lot No **2**
Address **2/28 Storr Street, Adelaide SA 5000**
Owner **John Allan & Merle Humphries & Neil Beattie**

1 Financial Details

1.1 Entitlements

Unit/Lot Entitlement **700** Total of All Entitlements **4,960**

1.2 Contributions - Administrative Fund

Total amount last determined with respect of the lot **$5,539.30**
Number of instalments payable **4**
Instalment Details:-

Period	Determined	Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
01/08/25 to 31/10/25	**05/07/24**	**811.49**	**01/08/25**	**15/07/25**	**0.00**	**01/08/25**	**09/07/25**
01/11/25 to 31/01/26	**05/07/24**	**811.49**	**01/11/25**	**21/10/25**	**0.00**	**01/11/25**	**09/10/25**
01/02/26 to 30/04/26	**31/07/25**	**1,305.44**	**01/02/26**	**13/01/26**	**0.00**	**01/02/26**	**09/01/26**
01/05/26 to 31/07/26	**31/07/25**	**1,305.44**	**01/05/26**	**21/04/26**	**0.00**	**01/05/26**	**10/04/26**
01/08/26 to 31/10/26	**31/07/25**	**1,305.44**	**01/08/26**	**28/07/26**	**0.00**	**01/08/26**	**10/07/26**

Amount (if any) outstanding (credit shown with -) **($1,305.44)** (Amount unpaid including billed not yet due Nil)
Paid to **31/10/26**

1.3 Contributions - Sinking Fund

Total amount last determined with respect of the lot **$282.25**
Number of instalments payable **4**
Instalment Details:-

Period	Determined	Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
01/08/25 to 31/10/25	**05/07/24**	**56.45**	**01/08/25**	**15/07/25**	**0.00**	**01/08/25**	**09/07/25**
01/11/25 to 31/01/26	**05/07/24**	**56.45**	**01/11/25**	**21/10/25**	**0.00**	**01/11/25**	**09/10/25**
01/02/26 to 30/04/26	**31/07/25**	**56.45**	**01/02/26**	**13/01/26**	**0.00**	**01/02/26**	**09/01/26**
01/05/26 to 31/07/26	**31/07/25**	**56.45**	**01/05/26**	**21/04/26**	**0.00**	**01/05/26**	**10/04/26**
01/08/26 to 31/10/26	**31/07/25**	**56.45**	**01/08/26**	**28/07/26**	**0.00**	**01/08/26**	**10/07/26**

Amount (if any) outstanding (credit shown with -) **($56.45)** (Amount unpaid including billed not yet due Nil)
Paid to **31/10/26**

1.4 Contributions - Special - Administrative Fund

Amount of the levy payable **$705.64** Number of instalments payable **4**
Instalment Details:-

Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
176.41	**01/11/25**	**21/10/25**	**0.00**	**01/11/25**	**09/10/25**
176.41	**01/02/26**	**13/01/26**	**0.00**	**01/02/26**	**09/01/26**
176.41	**01/05/26**	**21/04/26**	**0.00**	**01/05/26**	**10/04/26**
176.41	**01/08/26**	**28/07/26**	**0.00**	**01/08/26**	**10/07/26**

Amount (if any) outstanding (credit shown with -) **($176.41)** (Amount unpaid including billed not yet due Nil)
Brief statement as to the purpose for which the contribution was levied

Contributions - Special - Sinking Fund
Amount of the levy payable **$1,481.85** Number of instalments payable **1**
Instalment Details:-

Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
1,481.85	**01/11/25**	**28/10/25**	**0.00**	**01/11/25**	**15/10/25**

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Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due Nil)
Brief statement as to the purpose for which the contribution was levied

1.5 Money Unpaid Pursuant to By-Law

Amount payable under a by-law	**Nil**
Date when amount due	

1.6 Interest on Unpaid Contributions

Rate of interest payable on contributions	**15.00** %
Amount of interest payable in relation to outstanding contributions	**Nil**
Daily interest amount accruing	**Nil**

1.7 Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Due

1.8 Water Billing Arrangements
Unit Owner

1.9 Expenditure By Corporation

(a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute:
None known other than those recorded in the minutes supplied.

(b) Resolved by the Corporation to incur, to which the unit holder must, or is likely to be required to contribute:
None known other than those recorded in the minutes supplied.

1.10 Assets and Liabilities of the Corporation

(a)	Bank Account Name	**Adelaide Strata Management Pty Ltd Trust Account 26846**
(b)	Bank Account Held At	**MBL 28 Storr Street Adelaide SA 5000**
(c)	Sinking Fund Balance	**$4,419.43**
(d)	Administration Fund Balance	**$5,540.53**
(e)	Liabilities (excluding those above and as described in 1.2 herein)	**Nil**

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2 Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
BUILDING FLEX	HS0006130321		15/07/27	21/07/26	6,305.12
PUBLIC LIABILITY FLEX	HS0006130321	20,000,000.00	15/07/27	21/07/26	Included
OFFICE BEARERS FLEX	HS0006130321	500,000.00	15/07/27	21/07/26	Included
CATASTROPHE FLEX	HS0006130321	780,000.00	15/07/27	21/07/26	Included
FLOOD FLEX	HS0006130321	Included	15/07/27	21/07/26	Included
VOLUNTARY WORKERS FLEX	HS0006130321	200,000/2,000	15/07/27	21/07/26	Included
FIDELITY GUARANTEE FLEX	HS0006130321	100,000.00	15/07/27	21/07/26	Included
LOSS OF RENT/ACCOM FLEX	HS0006130321	390,000.00	15/07/27	21/07/26	Included
COMMON CONTENTS FLEX	HS0006130321	26,000.00	15/07/27	21/07/26	Included
COMMON PROPERTY FLEX	HS0006130321	2,600,000.00	15/07/27	21/07/26	Included
GOV. AUDIT COSTS FLEX	HS0006130321	25,000.00	15/07/27	21/07/26	Included
APPEAL - WHS BREACH FLEX	HS0006130321	100,000.00	15/07/27	21/07/26	Included
LEGAL DEFENCE EXP FLEX	HS0006130321	50,000.00	15/07/27	21/07/26	Included
LOT OWNERS FIXTURES FLEX	HS0006130321	250,000.00	15/07/27	21/07/26	Included

3 Documents Supplied

(a) Minutes of General and Committee meetings of the Corporation for the last two (2) 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) The Articles/By Laws now in force.
(e) All current policies of insurance taken out by the Corporation.

4 Document Inspection

The Corporations records are available for inspection at Adelaide Strata & Community Management, 203 Fullarton Road Eastwood, on any working day between 10:00am and 4:00 pm. Please phone 8490 1300 to make an appointment. (NB: A fee of $5.00 may be charged for an inspection)

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Statement Date **30 July 2026**
Signed for and on behalf of **Community Corporation 26846 Inc**

By: Julie Little

Julie Little
Corporation Manager

Note: Conveyancers attention is drawn to the following:

1 The Act requires that:

1.1 A unit holder must immediately notify the Corporation of:
(a) any change of ownership or address of the unit/lot owner.
(b) any change in the occupancy of the unit (e.g. Tenants).
New owners name and address should be forwarded on the attached form.

1.2 The Corporation may recover an unpaid contribution (and any interest on any such contribution) as a debt from the unit holder in respect of which the contribution is payable (whether or not that person was the unit holder when the liability arose) i.e. The new owner will have to pay any outstandings if you do not adjust them at settlement.

1.3 This statement is issued on the basis that the payment by the unit holder by cheque or other instrument will be honoured at the first presentation. This statement does not take into account any decisions or transactions of the Corporation at or subsequent to the issue of this statement. (Check with us at settlement for up to date information).

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ASCM SMARTER COMMUNITIES

ADELAIDE
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e. sa@smartercommunities.com.au

ABN 73 058 476 056
203 Fullarton Road,
Eastwood SA 5063

Community Corporation 26846 Inc

ABN 51 403 831 370

STATEMENT

Transfer Date: 18/07/11

-

John Allan & Merle Humphries &
Neil Beattie
PO Box 796
Willunga SA 5172

Levy notice sent to different address

Statement Period			
01 May 25 to 30 Jul 26			
A/c No	2	Lot No	2
Page Number	1 of 2	Unit No	2

Last Certificate Issued: 30/07/26

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			867.94	-867.94
01/05/25	Administrative Fund	01/05/25 To 31/07/25	I0000898	811.49		-56.45
01/05/25	Sinking Fund	01/05/25 To 31/07/25	I0000905	56.45		0.00
09/07/25	Administrative Fund	01/08/25 To 31/10/25	I0000912	811.49		811.49
09/07/25	Sinking Fund	01/08/25 To 31/10/25	I0000919	56.45		867.94
15/07/25	Receipt	Administrative Fund	R0000448		811.49	56.45
15/07/25	Receipt	Sinking Fund	RA000448		56.45	0.00
09/10/25	Administrative Fund	01/11/25 To 31/01/26	I0000926	811.49		811.49
09/10/25	Sinking Fund	01/11/25 To 31/01/26	I0000933	56.45		867.94
09/10/25	Admin. Fund Special	01/11/25	I0000940	176.41		1,044.35
15/10/25	Sinking Fund Special	01/11/25	I0000947	1,481.85		2,526.20
21/10/25	Receipt	Administrative Fund	R0000455		811.49	1,714.71
21/10/25	Receipt	Admin. Fund Special	RA000455		176.41	1,538.30
21/10/25	Receipt	Sinking Fund	RB000455		56.45	1,481.85
28/10/25	Receipt	Sinking Fund Special	R0000456		1,481.85	0.00
09/01/26	Administrative Fund	01/02/26 To 30/04/26	I0000954	1,305.44		1,305.44
09/01/26	Sinking Fund	01/02/26 To 30/04/26	I0000961	56.45		1,361.89
09/01/26	Admin. Fund Special	01/02/26	I0000968	176.41		1,538.30
More details on next page...				$5,800.38	$4,262.08	$1,538.30

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	Nil
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

STRATAPAY

Tel: 1300 552 311
Ref: 1335 2882 8
Telephone: Call this number to pay by credit card. International +613 8648 0158

www.stratamax.com.au
Ref: 1335 2882 8
Internet: Visit this website to make a secure credit card payment over the internet.

www.stratapay.com/ddr
Ref: 1335 2882 8
Direct Debit: Make auto payments directly from your nominated bank account or credit card.

VISA · MasterCard · AMEX · Diners Club International

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

DEFT PAYMENT SYSTEMS

Biller Code: 96503
Ref: 256115726 1000 0000 029
BPay: Contact your participating financial institution to make a payment from your cheque or savings account.
BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518

Post Billpay
In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: Adelaide Strata Management Pty Ltd Trust Account 26846

LOT/UNIT
Lot 2/ Unit 2

28 STORR STREET

MANAGED BY
ADELAIDE STRATA MANAGEMENT P/L

STRATAPAY REFERENCE NO.
1335 2882 8

DUE DATE

AMOUNT
$0.00

*496 256115726 10000000029

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ABN 73 058 476 056
203 Fullarton Road,
Eastwood SA 5063

Community Corporation 26846 Inc

STATEMENT

John Allan & Merle Humphries &
Neil Beattie
PO Box 796
Willunga SA 5172

Statement Period			
01 May 25 to 30 Jul 26			
A/c No	2	Lot No	2
Page Number	2 of 2		

-

Levy notice sent to different address

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		5,800.38	4,262.08	1,538.30
13/01/26	Receipt	Administrative Fund	R0000464		1,305.44	232.86
13/01/26	Receipt	Admin. Fund Special	RA000464		176.41	56.45
13/01/26	Receipt	Sinking Fund	RB000464		56.45	0.00
10/04/26	Administrative Fund	01/05/26 To 31/07/26	I0000975	1,305.44		1,305.44
10/04/26	Sinking Fund	01/05/26 To 31/07/26	I0000982	56.45		1,361.89
10/04/26	Admin. Fund Special	01/05/26	I0000989	176.41		1,538.30
21/04/26	Receipt	Administrative Fund	R0000471		1,305.44	232.86
21/04/26	Receipt	Admin. Fund Special	RA000471		176.41	56.45
21/04/26	Receipt	Sinking Fund	RB000471		56.45	0.00
10/07/26	Administrative Fund	01/08/26 To 31/10/26	I0000996	1,305.44		1,305.44
10/07/26	Sinking Fund	01/08/26 To 31/10/26	I0001003	56.45		1,361.89
10/07/26	Admin. Fund Special	01/08/26	I0001010	176.41		1,538.30
28/07/26	Receipt	Administrative Fund	R0000479		1,305.44	232.86
28/07/26	Receipt	Admin. Fund Special	RA000479		176.41	56.45
28/07/26	Receipt	Sinking Fund	RB000479		56.45	0.00
				$8,876.98	$8,876.98	Nil

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BALANCE SHEET

AS AT 30 JULY 2026

	ACTUAL 30/07/2026	ACTUAL 30/04/2026
OWNERS FUNDS		
Administrative Fund	5,540.53	5,770.26
Sinking Fund	4,419.43	4,019.44
TOTAL	**$ 9,959.96**	**$ 9,789.70**
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash At Bank	16,168.95	17,558.97
Investment Account 2	0.02	0.02
TOTAL ASSETS	**16,168.97**	**17,558.99**
LIABILITIES		
Levies In Advance	6,219.13	7,779.41
Interest On Overdue Levies	(10.12)	(10.12)
TOTAL LIABILITIES	**6,209.01**	**7,769.29**
NET ASSETS	**$ 9,959.96**	**$ 9,789.70**

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2026 TO 30 JULY 2026

	ACTUAL 01/05/26-30/07/26	BUDGET 01/05/26-30/04/27	VARIANCE %	ACTUAL 01/05/25-30/04/26
ADMINISTRATIVE FUND				
INCOME				
Levies - Administrative Fund	9,249.98	0.00		26,499.95
Special Admin. Fund Levy	1,249.99	0.00		2,499.98
Bank Interest	0.00	0.00	0.00	111.13
TOTAL ADMIN. FUND INCOME	**10,499.97**	**0.00**		**29,111.06**
EXPENDITURE - ADMIN. FUND				
MANAGEMENT CHARGES				
Account Management Fee	29.00	0.00		114.84
Bank Charges	0.37	0.00		3.33
Income Tax Return Preparation	70.00	0.00		205.00
Management Fees	414.51	0.00		1,629.52
INSURANCE EXPENSE				
Insurance Premium	4,925.05	0.00		5,770.55
Insurance Stamp Duty	450.02	0.00		533.57
EQUIPMENT				
REPAIRS & MAINTENANCE				
Cleaning - Mutual	1,046.40	0.00		4,752.00
Consultancy Services	128.24	0.00		469.58
Fire Equip Maintenance	2,952.36	0.00		5,067.24
Gutter And Stormwater Maintena	0.00	0.00	0.00	23.50
Hot Water System	0.00	0.00	0.00	1,929.46
Plumbing Maintenance	205.15	0.00		(438.62)
SERVICES				
Financial Audit	0.00	0.00	0.00	687.50
Archive/Data Storage	7.42	0.00		29.40
Disbursements	120.19	0.00		474.46
Electrical Power Usage	0.00	0.00	0.00	867.86
Gas Charges	380.99	0.00		6,353.91
Meeting Fees	0.00	0.00	0.00	1,166.00
COMPLIANCE				
Audit & Statement Of Acct Prep	0.00	0.00	0.00	330.00
Compliance Audit Fee	0.00	0.00	0.00	264.00
TOTAL ADMIN. EXPENDITURE	**10,729.70**	**0.00**		**30,233.10**

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2026 TO 30 JULY 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/26-30/07/26	01/05/26-30/04/27	%	01/05/25-30/04/26
SURPLUS / DEFICIT	**$ (229.73)**	**$ 0.00**		**$ (1,122.04)**
Opening Admin. Balance	5,770.26	5,770.26	100.00	6,892.30
ADMINISTRATIVE FUND BALANCE	**$ 5,540.53**	**$ 5,770.26**		**$ 5,770.26**

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STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2026 TO 30 JULY 2026

	ACTUAL 01/05/26-30/07/26	BUDGET 01/05/26-30/04/27	VARIANCE %	ACTUAL 01/05/25-30/04/26
SINKING FUND				
INCOME				
Levies - Sinking Fund	399.99	0.00		1,599.96
Special Sinking Fund Levy	0.00	0.00	0.00	10,499.97
TOTAL SINKING FUND INCOME	**399.99**	**0.00**		**12,099.93**
EXPENDITURE - SINKING FUND				
REPAIRS & MAINTENANCE				
Hot Water System	0.00	0.00	0.00	14,580.00
TOTAL SINK. FUND EXPENDITURE	**0.00**	**0.00**		**14,580.00**
SURPLUS / DEFICIT	**$ 399.99**	**$ 0.00**		**$ (2,480.07)**
Opening Sinking Fund Balance	4,019.44	4,019.44	100.00	6,499.51
SINKING FUND BALANCE	**$ 4,419.43**	**$ 4,019.44**		**$ 4,019.44**

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Community Corporation 26846 Inc

28 Storr Street
Adelaide Sa 5000

LOT BALANCE REPORT

30 July 2026

Lot No	Unit No	Administrative Fund	Sinking Fund	Other	Total
2	2	-1,481.85	-56.45	0.00	-1,538.30
3	3	-1,481.85	-56.45	0.00	-1,538.30
4	4	-1,503.02	-57.26	0.00	-1,560.28
6	6	-1,524.19	-58.06	0.00	-1,582.25
Total		**($5,990.91)**	**($228.22)**	**$0.00**	**($6,219.13)**

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ABN 73 058 476 056
203 Fullarton Road,
Eastwood SA 5063

Community Corporation 26846 Inc

28 Storr Street
Adelaide Sa 5000

ACCOUNTS SUMMARY

1 May 2026 to 30 July 2026

Date	Details	Payee	Amount
101	**Administrative Fund**	**LEVIES - ADMINISTRATIVE FUND**	
01/05/26	01/05/26 to 31/07/26		-9,249.98
	Total:		**-9,249.98**
102	**Administrative Fund**	**SPECIAL ADMIN. FUND LEVY**	
01/05/26	01/05/26		-1,249.99
	Total:		**-1,249.99**
12202	**Administrative Fund**	**ACCOUNT MANAGEMENT FEE**	
01/05/26	Account Management	Adelaide Strata	9.57
01/06/26	Account Management	Adelaide Strata	9.57
01/07/26	Account Management	Adelaide Strata	9.86
	Total:		**29.00**
12204	**Administrative Fund**	**BANK CHARGES**	
05/05/26	StrataPay BPay Fees		0.37
	Total:		**0.37**
12206	**Administrative Fund**	**INCOME TAX RETURN PREPARATION**	
12/07/26	Tax Preparation	Adelaide Strata	70.00
	Total:		**70.00**
12210	**Administrative Fund**	**MANAGEMENT FEES**	
01/05/26	Management Fees	Adelaide Strata	138.17
01/06/26	Management Fees	Adelaide Strata	138.17
01/07/26	Management Fees	Adelaide Strata	138.17
	Total:		**414.51**
12603	**Administrative Fund**	**INSURANCE PREMIUM**	
14/07/26	15/7/26-15/7/27	Bcb Corporate Brokers Pty Ltd	4,925.05
	Total:		**4,925.05**
12604	**Administrative Fund**	**INSURANCE STAMP DUTY**	
14/07/26	Stamp Duty	Bcb Corporate Brokers Pty Ltd	450.02
	Total:		**450.02**
14215	**Administrative Fund**	**CLEANING - MUTUAL**	
26/05/26	26/5 Cleaning, Bins	Brytrac Cleaning & Maintenance	646.80
24/06/26	24/6 Cleaning	Brytrac Cleaning & Maintenance	399.60
	Total:		**1,046.40**
14219	**Administrative Fund**	**CONSULTANCY SERVICES**	
01/05/26	R&M-TradesMonitoring	Adelaide Strata	9.66
28/05/26	R&M-WO/QR IssuingFee	Adelaide Strata	53.99
01/06/26	R&M-TradesMonitoring	Adelaide Strata	9.66

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ABN 73 058 476 056
203 Fullarton Road,
Eastwood SA 5063

Community Corporation 26846 Inc

28 Storr Street
Adelaide Sa 5000

ACCOUNTS SUMMARY

1 May 2026 to 30 July 2026

Date	Details	Payee	Amount
14219	**Administrative Fund**	**CONSULTANCY SERVICES**	
29/06/26	R&M-WO/QR IssuingFee	Adelaide Strata	26.99
01/07/26	R&M-TradesMonitoring	Adelaide Strata	9.94
27/07/26	Work/Quote Request	Adelaide Strata	18.00
	Total:		**128.24**
14224	**Administrative Fund**	**FIRE EQUIP MAINTENANCE**	
11/05/26	1/5-31/5/26	Proficient Fire Protection P/L	315.32
14/05/26	8/5 Extinguisher	Proficient Fire Protection P/L	660.00
26/05/26	6/5 Sprinkler Press.	Proficient Fire Protection P/L	704.00
03/06/26	30/4 FIP Batteries	Proficient Fire Protection P/L	642.40
24/06/26	1-30/6/26 Fire	Proficient Fire Protection P/L	315.32
23/07/26	1-31/7/26	Proficient Fire Protection P/L	315.32
	Total:		**2,952.36**
14248	**Administrative Fund**	**PLUMBING MAINTENANCE**	
23/07/26	23/7 B/Flow Test	Bevan Master Plumbers	205.15
	Total:		**205.15**
15408	**Administrative Fund**	**ARCHIVE/DATA STORAGE**	
01/05/26	Archive Storage Fee	Adelaide Strata	2.45
01/06/26	Archive Storage Fee	Adelaide Strata	2.45
01/07/26	Archive Storage Fee	Adelaide Strata	2.52
	Total:		**7.42**
15418	**Administrative Fund**	**DISBURSEMENTS**	
01/05/26	Fixed Disbursements	Adelaide Strata	39.41
01/06/26	Fixed Disbursements	Adelaide Strata	39.41
01/07/26	Fixed Disbursements	Adelaide Strata	41.37
	Total:		**120.19**
15425	**Administrative Fund**	**GAS CHARGES**	
28/07/26	27/4-26/7/26	Origin Energy - B/Pay 130112	380.99
	Total:		**380.99**
201	**Sinking Fund**	**LEVIES - SINKING FUND**	
01/05/26	01/05/26 to 31/07/26		-399.99
	Total:		**-399.99**

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Flexible Residential Strata Plan Insurance

Certificate of Currency

Policy Number: HS0006130321

Certificate Date	14 July, 2026
Insurer(s)	100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR) B123025FLE1451.
Period of Insurance	15/07/2026 to 15/07/2027 at 4:00pm
The Insured	Community Corporation No. 26846 Inc.
Situation	28 Storr Street, ADELAIDE, SA, 5000

Cover Selected

Section 1 - Insured Property	Insured
Building	$2,600,000
Common Area Contents	$26,000
Loss of Rent & Temporary Accommodation (total payable)	$390,000
Section 2 - Liability to Others	Insured
Limit of Liability	$20,000,000
Section 3 - Voluntary Workers	Insured
Death	$200,000
Total Disablement (per week)	$2,000
Section 4 - Fidelity Guarantee	Insured
Sum Insured	$100,000
Section 5 - Office Bearers' Legal Liability	Insured
Limit of Liability	$500,000
Section 6 - Machinery Breakdown	Not Insured
Section 7 - Catastrophe Insurance	Insured
Catastrophe Sum Insured	$780,000
Extended cover - Loss of Rent & Temporary Accommodation	$117,000
Escalation in Cost of Temporary Accommodation	$39,000
Cost of Removal, Storage and Evacuation	$39,000
Section 8 - Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Insured
Government Audit Costs	$25,000
Appeal expenses - common property health & safety breaches	$100,000
Legal Defence Expenses	$50,000

INSURER – 100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR) B123025FLE1451.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Section 9 - Lot Owners' Fixtures and Improvements (per lot)	Insured
Lot Owners' Fixtures and Improvements (per lot)	$250,000
Flood Cover	Insured

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation & Loss of Rent	Selected
Fusion	Selected
Floating Floors	Selected
Optional Benefits 6 to 24 (inclusive)	Selected

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 New Flex PDS). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Policy Wording

FlexibleInsurance_PDS_0825.pdf

Flexible Residential Strata Plan Insurance_SPDS_01012026.pdf

HS0006130321-RenewalComparison.pdf

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

MINUTES OF THE ANNUAL GENERAL MEETING
CORPORATION 26846 INC.
28 Storr Street, Adelaide, SA, 5000

DATE :- 30 July 2025 At 05:00 PM

LOCATION :- In person and Microsoft Teams Video / Phone Conference,
MS Teams Meeting ID: 433 801 446 100 5 and Passcode: sk3Ai9bN
Phone Conference ID: 679 871 650#,
Teams meeting

PRESENT :-

Lot 1	A-Z (SA) Pty Ltd	Owner present
Lot 2	ASCM	Proxy present
Lot 5	Gregory Darryl Smitheram	Owner present
Lot 6	Edward Thomas Boyd	Owner present

PROXIES :-

Lot 2 John Allan & Merle Humphries & Neil Beattie PROXY to ASCM

Proxies received by the Secretary/Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call.

Proxies held for the meeting were tabled and available for inspection.

IN ATTENDANCE :- Robert Nazarov representing Adelaide Strata and Community Management

QUORUM :-

A Quorum was declared as there were 4 out of a possible 7 **financial** Lots represented.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

1. Important Notice

COMMUNITY CORPORATION NO. 26846

In accordance with the Community Titles Act a vote cannot be exercised in relation to a lot unless all amounts due and payable to the corporation in respect of the lot have been paid.

Adjourned Meeting Fees:
NB: Many Corporations have previously adopted a policy to recover costs for any Adjourned Meeting from those unit/lot owners who either do not attend or failed to forward a proxy form to the Secretary/Manager for the meeting.

2. Minutes of the Previous General Meeting

It was resolved that The Minutes of the General Meeting held on 3 July 2024, be accepted as a true and accurate record.

Votes for: 4 Votes against; 0 Abstained; 0
Motion CARRIED.

3. Financial Statement

To resolve that; The Financial Statement as circulated to Owners for the period 1 May 2024 to 30 April 2025 be accepted and adopted as tabled.

Votes for: 4 Votes against; 0 Abstained; 0
Motion CARRIED.

4. Appointments

4.1. Appointment of Body Corporate Manager

To resolve that; Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of $1,658.00 (inclusive of GST).The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Votes for: 4 Votes against; 0 Abstained; 0
Motion CARRIED.

4.2. Appointment of Office Bearers

The following were appointed as the Presiding Officer, Secretary & Treasurer (Community Titles Act, Section 76):

Presiding Officer – Edward Boyd
Secretary – Gregory Smitheram
Treasurer – Al Sankauskas

4.3. Appointment of Management Committee

It was resolved that the Office Bearers constitute a Management Committee. There are no additional Management Committee members.

4.4. Appointment of Auditor

It was resolved that The Corporation appoint Kelly+Partners Chartered Accountants, as the Auditors of the Corporation.

Votes for: 4 Votes against; 0 Abstained; 0

Motion CARRIED.

5. Review of Insurance Policies

5.1. Insurance Valuation

To resolve that; The Body Corporate Manager will arrange for an Insurance Valuation for the Corporation, and that the building sum insured shall be at the value set by the Valuer.

Votes for: 0 Votes against; 4 Abstained; 0

Motion DEFEATED.

Notes
The last valuation was carried out 09 Jun 2023 and assessed at $2,000,000.00.
Al Sankauskas will investigate a current value of the building for insurance purpose.

5.2. Current Insurance details - Common Property & Lots

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HS0006130321	FLEX	15 Jul 2025	BUILDING	
			PUBLIC LIABILITY	$20,000,000.00
			OFFICE BEARERS	$500,000.00
			CATASTROPHE	$600,000.00
			VOLUNTARY WORKERS	$200,000.00
			FIDELITY GUARANTEE	$100,000.00
			LOSS OF RENT	$300,000.00
			COMMON CONTENTS	$20,000.00
			COMMON PROPERTY	$2,000,000.00
			LOT OWNER	
			GOV. AUDIT COSTS	$25,000.00
			APPEAL - WHS BREACH	$100,000.00
			LEGAL DEFENCE EXP	$50,000.00
			LOT OWNERS FIXTURES	$250,000.00
TOTAL PREMIUM: $5,653.83				

The manager advises that Adelaide Strata and Community Management obtain a commission from the underwriter of up to 20% of the Base Premium for placement of insurance, when through the Manager.

5.3. Insurance Renewal Directions

It was resolved that The Body Corporate Manager is authorised to renew the current insurance policy, subject to any Valuation resolved for limits of cover, and any directions from the Office Bearers for Quotes for insurance cover presented.

Votes for: 4 Votes against; 0 Abstained; 0

Motion CARRIED.

6. Common Property Maintenance

6.1. Future Works

Fire Equipment

It was agreed that the Corporation will continue to engage Proficient Fire Services for the following scope of works;

Monthly

- Testing of the fire systems.

6 Monthly

- Exit light testing being undertaken in September and March
- Fire extinguisher testing to be undertaken in September and March

Annually

- Smoke detector testing to be undertaken in June

Cleaning
Owners present at the meeting agreed to continue with services of Brytrack Cleaning and Maintenance for common area cleaning with the following Scope of works:
Weekly

- Sweep and mop the hallway
- Vacuum, sweep and mop stairs
- Clean bin area and common parking area
- Clean front glass doors
- Put out tow red garbage bins and two yellow recycling bins every second Tuesday

Contractor is to call to Edward (PO) to arrange a meeting on-site to discuss scope of works and to have a walk around the Corporation.

Water Tank Inlet
Owners present at the meeting agreed to continue with services of Brytrack Cleaning and Maintenance for water tank inlet cleaning once a year in each August.

Termite Inspection
It was resolved that a formal termite inspection will not be undertaken and that residents will be vigilant and advise the Body Corporate Manager if any termite activity is noticed.

The Body Corporate Manager requested any further maintenance or repair concerns to be tabled for consideration;

Leak inspection/investigation (Case CAS-1485550-G8P2B2)
No actions required from ASCM until 06/08/2025. Committee will gather on 06/08/2025 and will discuss this matter, afterwards they will provide updates on how to proceed.

As there were no further maintenance/repair items for discussion, the meeting proceeded.

8. Budget and Levies

8.1. Statement of Non-Recurrent Expenditure (Sinking Fund Analysis)
To review and adjust the Statement of Non-Recurrent Expenditure (Sinking Fund Analysis) if / as required.

8.2. Administrative Fund Levy Contributions
It was resolved that The Corporation Administrative Fund Levy be set in accordance with the proposed budget, raising a total of $37,000.00. Levies are to be paid in 4 instalments as follows:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund
	Current	01 May 2025	31 Jul 2025	01 May 2025	$5,750.00
	Current	01 Aug 2025	31 Oct 2025	01 Aug 2025	$5,750.00
	Current	01 Nov 2025	31 Jan 2026	01 Nov 2025	$9,250.00
	Current	01 Feb 2026	30 Apr 2026	01 Feb 2026	$9,250.00
Total		**01 May 2025**	**30 Apr 2026**		**$30,000.01**

The levy rates are to apply until changed by resolution at a future general meeting.
Votes for: 4 Votes against; 0 Abstained; 0

Motion CARRIED.

8.3. Special Admin Fund Levy – Shortfall (Insurance Renewal and Gas charges)

It was resolved; the Special Admin Fund Levy – Shortfall (Insurance Renewal and Gas charges) totalling $5,000 be raised in accordance with **Unit entitlements** to cover shortfall for Insurance and gas charges and for the levies of 4 amounts of $1,250 to be due payable on 01/11/2025, 01/02/2026, 01/05/2026 and 01/08/2026.

Votes for: 4 Votes against; 0 Abstained; 0

Motion CARRIED.

8.4. Sinking Fund Levy Contributions

To resolve that; The Corporation Sinking Fund Levy be set in accordance with the proposed budget, raising a total of $1,600.00. Levies are to be paid in 4 instalments as follows:

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund
	Current	01 May 2025	31 Jul 2025	01 May 2025	$400.00
	Current	01 Aug 2025	31 Oct 2025	01 Aug 2025	$400.00
	Current	01 Nov 2025	31 Jan 2026	01 Nov 2025	$400.00
	Current	01 Feb 2026	30 Apr 2026	01 Feb 2026	$400.00
Total		**01 May 2025**	**30 Apr 2026**		**$1,600.00**

The levy rates are to apply until changed by resolution at a future general meeting.

Votes for: 4 Votes against; 0 Abstained; 0

Motion CARRIED.

8.5. Shortfall of Funds

Where the Corporation has insufficient funds to meet its recurrent expenditure the Body Corporate Manager is authorised to convene an Extraordinary General Meeting to determine that the corporation makes arrangements to raise the necessary funds. Only a general meeting can authorise the collection of funds additional to the fees resolved at this meeting.

9. Approvals and Policies

9.1. Review of Previous Policies

The Body Corporate Manager reviewed the previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners' and 'Maintenance Policy', and advised that these will continue without change.

10. General Business

10.1. Matters Raised

After-Hours Emergency Maintenance

It was noted that in the event that the Common Property required emergency after hours attendance residents should call 8490 1300 and follow the prompt.

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Education Library
The Marketing Team at Smarter Communities has developed a great educational resource, with articles on different topics related to Strata and Community matters. Please check the following link https://library.smartercommunities.com.au/ to familiarise yourself with frequently asked questions and topics about various matters related to Corporation duties, liabilities, responsibilities and management etc.

11. Venue, Date and Time of the Next Meeting

The next AGM is to be scheduled at 5:00 PM on or about 01st July 2026 **via Teams / Teleconference only**.

12. Meeting Closure

The meeting closed at 06:33 PM

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MINUTES OF THE EXTRAORDINARY GENERAL MEETING (ADJOURNED)
CORPORATION 26846 INC.
28 Storr Street, Adelaide, SA, 5000

DATE :- 7 October 2025 At 05:00 PM

LOCATION :- Microsoft Teams Video / Phone Conference,
MS Teams Meeting ID: 452 213 443 710 3, Passcode: L29Yf3av,
Phone Conference ID: 803 680 901#
Teams meeting

PRESENT :-

Lot 2	John Allan & Merle Humphries & Neil Beattie	Owner present
Lot 6	Edward Thomas Boyd	Owner present
Lot 7	ASCM	Proxy present

PROXIES :- Lot 7 Maxine Upton PROXY to ASCM

Proxies received by the Secretary/Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call. Proxies held for the meeting were tabled and available for inspection.

IN ATTENDANCE :- Robert Nazarov representing Adelaide Strata and Community Management

QUORUM :- A Quorum was declared as there were 3 out of a possible 7 **financial** Lots represented

MEETING CLOSURE:-
The Owners present at the Meeting provided their voting instructions before the meeting adjourned.
Voting instruction were given for the Body Corporate Manager to act as the proxy for the owners present at the reconvened meeting.
The meeting adjourned at 5:40 PM due to the lack of a quorum.

MINUTES OF THE RECONVENED EXTRAORDINARY GENERAL MEETING
CORPORATION 26846 INC.
28 Storr Street, Adelaide, SA, 5000

DATE :- 14 October 2025 At 05:00 PM

LOCATION :- Microsoft Teams Video / Phone Conference,
MS Teams Meeting ID: 452 213 443 710 3, Passcode: L29Yf3av,
Phone Conference ID: 803 680 901#
Teams meeting

PRESENT :-

Lot 1	Edward Thomas Boyd	Proxy present
Lot 5	Gregory Darryl Smitheram	Owner present
Lot 6	Edward Thomas Boyd	Owner present
Lot 7	ASCM	Proxy present

PROXIES :-

Lot 1	A-Z (SA) Pty Ltd PROXY to Edward Thomas Boyd
Lot 7	Maxine Upton PROXY to ASCM

Proxies received by the Secretary/Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call. Proxies held for the meeting were tabled and available for inspection.

IN ATTENDANCE :- Robert Nazarov representing Adelaide Strata and Community Management

QUORUM :- A Quorum was declared.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

1. Important Notice

COMMUNITY CORPORATION NO. 26846

In accordance with the Community Titles Act a vote cannot be exercised in relation to a lot unless all amounts due and payable to the corporation in respect of the lot have been paid.

2. Minutes of the Previous General Meeting

It was resolved that The Minutes of the General Meeting held on 30 July 2025, be accepted as a true and accurate record.

Motion CARRIED.

3. Special Sinking Fund Levy

To resolve; Community Corporation will raise the Special Sinking Fund Levy.

Motion CARRIED.

(Option A)
The Special Sinking Fund Levy of $10,500 be raised in accordance with Unit entitlements to cover difference between current Sinking Fund balance and Quotation provided by Horncastle Plumbing and for the levies to be due payable on 01/11/2025.

(Option B)
The Special Sinking Fund Levy of $17,500 be raised in accordance with Unit entitlements to cover Hot Water Service units replacement and new FOB system installation, and for the levies to be due payable on 01/11/2025.

Votes for A: 3 Votes for B; 2

Option A has been selected.

4. Meeting Closure

The meeting closed at 05:07 PM

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MINUTES OF THE RECONVENED ANNUAL GENERAL MEETING
CORPORATION 26846 INC.
28 Storr Street, Adelaide, SA, 5000

DATE :- 3 July 2024 At 10:30 AM

LOCATION :- MS Teams Meeting ID: 498 351 180 855
Passcode: 5PycNj
Phone Conference ID: 223 968 136#
Office Meeting: U1/102 Greenhill Road, Unley SA 5061 +Teams Meeting

PRESENT :- Lot 5 Gregory Darryl Smitheram Owner present

PROXIES :- No Proxies were received before the meeting

IN ATTENDANCE :- Robert Nazarov representing Adelaide Strata and Community Management

QUORUM :- A Quorum was declared.

The meeting closed at 11:10 AM

MINUTES OF THE ANNUAL GENERAL MEETING
(ADJOURNED)
CORPORATION 26846 INC.
28 Storr Street, Adelaide, SA, 5000

DATE :- 24 June 2024 At 10:00 AM

LOCATION :- MS Teams Meeting ID: 498 351 180 855
Passcode: 5PycNj
Phone Conference ID: 223 968 136#
Office Meeting: U1/102 Greenhill Road, Unley SA 5061 +Teams Meeting

PRESENT :-

Lot 2	ASCM	Proxy present
Lot 6	PF Crossman &/Or Nominees/S	Owner present

PROXIES :- Lot 2 John Allan & Merle Humphries & Neil Beattie PROXY to ASCM

Proxies received by the Secretary/Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call.
Proxies held for the meeting were tabled and available for inspection.

IN ATTENDANCE :- Robert Nazarov representing Adelaide Strata and Community Management

QUORUM :- A Quorum was NOT declared as there were 2 out of a possible 7 Lots represented.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

1. Important Notice

COMMUNITY CORPORATION NO. 26846

In accordance with the Community Titles Act a vote cannot be exercised in relation to a lot unless all amounts due and payable to the corporation in respect of the lot have been paid.

2. Minutes of the Previous General Meeting

It was resolved that The Minutes of the General Meeting held on 22 August 2023, be accepted as a true and accurate record.

Votes for: 3 Votes against; 0 Abstained; 0
Motion CARRIED.

3. Financial Statement

To resolve that; The Financial Statement as circulated to Owners for the period 1 May 2023 to 30 April 2024 be accepted and adopted as tabled.

Votes for: 3 Votes against; 0 Abstained; 0
Motion CARRIED.

Notes
Greg questioned the legitimacy of the Residents Guide (not convinced of necessity of this expense).

4. Appointments

4.1. Appointment of Body Corporate Manager

To resolve that; Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of $1,535.00 (inclusive of GST).The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Votes for: 3 Votes against; 0 Abstained; 0
Motion CARRIED.

4.2. Appointment of Office Bearers

To appoint the Presiding Officer, Secretary & Treasurer (Community Titles Act, Section 76):

Presiding Officer – Peter Crossman
Secretary – Gregory Smitheram
Treasurer – Peter Crossman

4.3. Appointment of Management Committee

There are no additional Management Committee members.

4.4. Appointment of Auditor

It was resolved that The Corporation appoint Kelly+Partners Chartered Accountants, as the Auditors of the Corporation.

Votes for: 3 Votes against; 0 Abstained; 0
Motion CARRIED.

5. Review of Insurance Policies

5.1. Insurance Valuation

To resolve that; The Body Corporate Manager will arrange for an Insurance Valuation for the Corporation where there has not been an insurance valuation carried out in the last 5 years, or on direction of the Management Committee or Office Bearers, and that the building sum insured shall be at the value set by the Valuer.

Votes for: 3 Votes against; 0 Abstained; 0

Motion CARRIED.

5.2. Current Insurance details - Common Property & Lots

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
SRSC23005064	SCI (ALLIANZ)	15 Jul 2024	BUILDING	
			PUBLIC LIABILITY	$20,000,000.00
			OFFICE BEARERS	$500,000.00
			CATASTROPHE	$600,000.00
			VOLUNTARY WORKERS	$200,000.00
			FIDELITY GUARANTEE	$100,000.00
			LOSS OF RENT	$300,000.00
			COMMON CONTENTS	$19,750.00
			COMMON PROPERTY	$2,000,000.00
			LOT OWNER	
TOTAL PREMIUM: $4,370.00				

The manager advises that Adelaide Strata and Community Management obtain a commission from the underwriter of up to 20% of the Base Premium for placement of insurance, when through the Manager.

5.3. Insurance Renewal Directions

It was resolved that The Body Corporate Manager is authorised to renew the current insurance policy, subject to any Valuation resolved for limits of cover, and any directions from the Office Bearers for Quotes for insurance cover presented.

Votes for: 3 Votes against; 0 Abstained; 0

Motion CARRIED.

6. Common Property Maintenance

6.1. Future Works

Fire Equipment

It was agreed that the Corporation will continue to engage Proficient Fire Services for the following scope of works;

Monthly

- Testing of the fire systems.

6 Monthly

- Exit light testing being undertaken in September and March
- Fire extinguisher testing to be undertaken in September and March

Annually

- Smoke detector testing to be undertaken in June

Cleaning
It was agreed that the Body Corporate Manager is to get a Quote from other cleaning contractors for the cleaning of the common areas which is to include the following scope of works;
Weekly

- Sweep and mop the hallway
- Vacuum, sweep and mop stairs
- Clean bin area and common parking area
- Clean front glass doors
- Put out tow red garbage bins and two yellow recycling bins every second Tuesday

Water Tank Inlet
It was agreed that the Body Corporate Manager is to get a Quote from other cleaning contractors for the cleaning of the water tank inlet valve on an annual basis in July.

Termite Inspection
It was resolved that a formal termite inspection will not be undertaken and that residents will be vigilant and advise the Body Corporate Manager if any termite activity is noticed.

The Body Corporate Manager requested any further maintenance or repair concerns to be tabled for consideration;
As there were no further maintenance or repair items for discussion, the meeting proceeded.

7. Budget and Levies

7.1. Statement of Non-Recurrent Expenditure (Sinking Fund Analysis)

The Body Corporate Manager advised that under the current legislation a Corporation of 7 or more Lots, or with a minimum of $100,000 common property must present at the Annual General Meeting, a statement of expenditure detailing proposed expenditure (other than recurrent expenditure) for the period prescribed by the regulations, being 3 years for a Corporation of 7 to 20 lots and 5 years for a corporation with more than 20 lots.

The Body Corporate Manager tabled the Sinking Fund Forecast for the Corporation, noting the proposed expenditure was presented in the Cash Flow Projection for consideration.

Sinking Fund Analysis / Statement of Non-Recurrent Expenditure					
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029+
PROJECTED OPENING FUNDS	**$4,899.55**	**$6,499.55**	**$7,599.55**	**-$800.45**	**$799.55**
Projected Levy Income	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00
Projected Expenditure					
Door Amendment	$0.00				
Common Lighting / Emergency Lighting					
Fire Equipment (Pipe Repairs)	$0.00				
Hot water System Replacement (SHARED)	(Replaced in 2018)				
Roller Door Keypad					
Roller Door Painting		-$500.00			
Roller door Wire replacement	$0.00				
Painting Works	$0.00		-$10,000.00		
Plumbing and Drainage Works					
PROJECTED CLOSING FUNDS	**$6,499.55**	**$7,599.55**	**-$800.45**	**$799.55**	**$2,399.55**

7.2. Administrative Fund Levy Contributions

Defeated that The Corporation Administrative Fund Levy be set in accordance with the proposed budget, raising a total of $28,000.00. Levies are to be paid in 4 instalments as follows:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund
	Current	01 May 2024	31 Jul 2024	01 May 2024	$5,750.00
	Current	01 Aug 2024	31 Oct 2024	01 Aug 2024	$7,000.00
	Current	01 Nov 2024	31 Jan 2025	01 Nov 2024	$7,000.00
	Current	01 Feb 2025	30 Apr 2025	01 Feb 2025	$7,000.00
Total		**01 May 2024**	**30 Apr 2025**		**$28,000.00**

The levy rates are to apply until changed by resolution at a future general meeting.

Votes for: 0 Votes against; 3 Abstained; 0

Motion DEFEATED.

As it was resolved that the Corporation **not** accept the budget as presented.

It was resolved that the Corporation Administration Levy be set at a total of $23,000.00. Levies are to be paid quarterly in advance in accordance with **Unit Entitlement**. The levy rates are to apply until changed by resolution at a future general meeting.

7.3. Sinking Fund Levy Contributions

To resolve that; The Corporation Sinking Fund Levy be set in accordance with the proposed budget, raising a total of $1,600.00. Levies are to be paid in 4 instalments as follows:

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund
	Current	01 May 2024	31 Jul 2024	01 May 2024	$400.00
	Current	01 Aug 2024	31 Oct 2024	01 Aug 2024	$400.00
	Current	01 Nov 2024	31 Jan 2025	01 Nov 2024	$400.00
	Current	01 Feb 2025	30 Apr 2025	01 Feb 2025	$400.00
Total		**01 May 2024**	**30 Apr 2025**		**$1,600.00**

The levy rates are to apply until changed by resolution at a future general meeting.

Votes for: 3 Votes against; 0 Abstained; 0

Motion CARRIED.

7.4. Shortfall of Funds

Where the Corporation has insufficient funds to meet its recurrent expenditure the Body Corporate Manager is authorised to convene an Extraordinary General Meeting to determine that the corporation makes arrangements to raise the necessary funds. Only a general meeting can authorise the collection of funds additional to the fees resolved at this meeting.

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8. Approval Requests for Prescribed Works

8.1. Unit Owner Installation – Air Conditioner

Motion tabled; COMMUNITY CORPORATION 26846 Inc. approve, by Special Resolution, in retrospect Lot 6 / Unit 6 to install an Air Conditioner outside condenser unit on the balcony for the Small Bedroom at Owners expense.
All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant Lot owner or future owner.

Votes for: 3 Votes against; 0 Abstained; 0
Motion CARRIED.

9. Approvals and Policies

9.1. Review of Previous Policies

The Body Corporate Manager reviewed the previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners' and 'Maintenance Policy' and advised that these will continue without change.

10. General Business

10.1. Matters Raised

After-Hours Emergency Maintenance
It was noted that in the event that the common property required emergency after hours attendance residents should call 8490 1300 and follow the prompt.

Education Library
The Marketing Team at Smarter Communities has developed a great educational resource, with articles on different topics related to Strata and Community matters. Please check the following link https://library.smartercommunities.com.au/ to familiarise yourself with frequently asked questions and topics about various matters related to Corporation duties, liabilities, responsibilities and management etc.

Keys from Lot 1 / Unit 1
Owners present at the meeting agreed, that Unit 1 Owner should provide keys to Adelaide Strata and Community Services from Lot 1/ Unit 1 in order to get urgent/emergency access where the Tennant or Owner can't be contacted for the access for the HWS repairs.

11. Venue, Date and Time of the Next Meeting

The next AGM is to be scheduled at 10:00 AM on or about 23rd June 2025 **In-Office** (U1/102 Greenhill Road Unley) **+ via Teams / Teleconference.**

12. Meeting Closure

The meeting was adjourned at 10:38 AM, to be reconvened on 03/07/2024 at 10.30 AM.

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COMMUNITY CORPORATION 26846 INC.
Approvals and Policies
28 Storr Street, Adelaide

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

INAUGURAL GENERAL MEETING 2011

WATER CHARGES:
The Chairman explained that under the policy statement by SA Water Corporation, there are now three options available.

1. Consumption charges will be sent directly to each owner on an equal division basis.
2. Alternatively owners will be directly billed on a Unit Entitlement basis.
3. The entire bill will be paid by the Strata Corporation, the cost being built into the budget.

The option selected may be changed every 12 months, if desired, but only before the commencement of each consumption year. It was resolved that option 3 should apply.

It was pointed out that owners will also receive quarterly accounts from the SA Water Corporation for water and sewer rates additional to any consumption charges.

PETS
Members were referred to the appropriate By-law, which prohibits the keeping of pets on or around the apartments without the approval of the corporation. The by-law does not apply to persons requiring a guide dog.

COMMUNITY DIRECTORY
Owners authorized the Body Corporate Manager to exchange the information concerning their personal particulars as contained in the Strata Directory.

DISBURSEMENTS / CORRESPONDENCE TO OWNERS
After discussion, it was resolved that the Corporation wished to have as much correspondence as possible, emailed to owners to reduce disbursement costs.

It was further resolved that all owners are to provide confirmation to the Body Corporate Manager (by way of email preferred) of their preferred method of receiving all meeting notices, minutes and Notices of Contributions sent by email.

Owners are reminded that they are responsible for notification to the Body Corporate Manager of any changes to the preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

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

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

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.

5. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer or failing them another Office Bearer, and confirm further directions as per 3.)

2012 ANNUAL GENERAL MEETING

NBN; National Broadband Network
It was resolved by Special Resolution that the Corporation approve for Lot owner's to have a connection to the NBN installed when available, at their own expense.

LETTERBOXES
It was resolved that the corporation would maintain the letterboxes.

2013 ANNUAL GENERAL MEETING

No new approvals or policies were resolved.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

2014 ANNUAL GENERAL MEETING

NOTICES FROM THE CORPORATION TO OWNERS
It was resolved that the corporation agree to provide notices, as directed by a unit holder, to a nominated person or organisation in addition to the notice provided to the unit holders.

2015 ANNUAL GENERAL MEETING

WATER USAGE
It was resolved that the lot owners would be billed for water usage on the basis of lot entitlement.

TILED AREAS
It was resolved that any future repairs and/or replacement of porch/balcony tiles will be the responsibility of the lot owner. Any repairs or replacement must ensure that the design and colour of the tiles must be the 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. It is an owner's responsibility to properly maintain the tiles grouting and waterproofing membrane in all internal wet areas.

2016 ANNUAL GENERAL MEETING

No new approvals or policies were resolved.

2017 ANNUAL GENERAL MEETING

APPROVALS FOR PRESCRIBED WORKS

Nil requested

ADOPTION OF POLICIES

a. Amendment to By-Law 14.2

- To resolve by Special Resolution to amend By-Law 14.2 to; The owner of the Lot must not, without the Corporation's Authorisation, lease the Lot, or grant a right of occupation in respect of the Lot for valuable consideration, for a period of less than three (3) days.

Motion Carried

b. Affirmation of previous policies;
Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

Motion Carried

2018 ANNUAL GENERAL MEETING

APPROVALS FOR PRESCRIBED WORKS

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

Sun Blinds

- To approve by Special Resolution; Lot 6 is approved to install a sun blind in similar colour and appearance to that which is already erected at Lot 7. The sun blind is to be installed on the front balcony from the ceiling to the top of the balcony glass railing.

Motion Carried

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

ADOPTION OF POLICIES

c. Affirmation of previous policies;

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

Motion Carried

2019 ANNUAL GENERAL MEETING

APPROVALS FOR PRESCRIBED WORKS
Nil requested

ADOPTION OF POLICIES

a. Affirmation of previous policies;

Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

Motion Carried

Proposed Maintenance Policy

Motion tabled;

The Corporation adopt the following maintenance procedures to assist in expediting repairs;

a) The Corporation authorise general repairs to proceed where costs are less than $500 to $600 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.

b) Unless alternate instructions are resolved at a general meeting of the Corporation;
   - The Corporation's preference is for 2 quotes for general repairs of $500.00 to $2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
   - The Corporation's preference is for 3 quotes for any general repairs exceeding $2,000.00

c) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;
   - The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented.

Motion Carried

2020 ANNUAL GENERAL MEETING

APPROVALS FOR PRESCRIBED WORKS
Nil requested

ADOPTION OF POLICIES

a. Affirmation of previous policies;

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

Motion Carried

2021 ANNUAL GENERAL MEETING

No new items.

2022 ANNUAL GENERAL MEETING

APPROVALS FOR PRESCRIBED WORKS

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

Unit Owner Installation

To resolve that; COMMUNITY CORPORATION 26846 Inc. approve by Special Resolution, that Unit 6 are granted approval to install a bike bracket along the wall within the garage. NB; Within unit 6 allotted parking area.

Motion Carried

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

2023 ANNUAL GENERAL MEETING

No new items.

2024 ANNUAL GENERAL MEETING

Approval Requests for Prescribed Works

Unit Owner Installation – Air Conditioner

Motion tabled; COMMUNITY CORPORATION 26846 Inc. approve, by Special Resolution, in retrospect Lot 6 / Unit 6 to install an Air Conditioner outside condenser unit on the balcony for the Small Bedroom at Owners expense. All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant Lot owner or future owner.

Votes for: 3 Votes against; 0 Abstained; 0

Motion CARRIED.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

2025 ANNUAL GENERAL MEETING

Approvals and Policies

Review of Previous Policies – NIL Changes

The Body Corporate Manager reviewed the previously adopted policies of the Corporation for ‘Disbursement Directions’, ‘Community Directory’, ‘Contact Details’, ‘Financial Charges’, ‘Levy Arrears’, ‘Notices to Owners’ and ‘Maintenance Policy’, and advised that these will continue without change.

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

BY-LAWS

COMMUNITY CORPORATION NO. 26846 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION "28 STORR STREET, ADELAIDE"

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

.....

Full Name: SCOTT RUSHWAN

Address: Level 5, 63 Pirie Street, Adelaide SA 5000

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

COMMUNITY CORPORATION NO. 26846 INCORPORATED

INDEX

1. BY-LAW 1 – DEFINITIONS 4
2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION 5
3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY 5
4. BY-LAW 4 – PROHIBITED ACTIVITIES 5
5. BY-LAW 5 – PROHIBITED ACTIVITIES 6
7. BY-LAW 7 – BUILDING WORKS AND CORPORATION'S APPROVAL 9
8. BY-LAW 8 – SATELLITE DISHES 10
9. BY-LAW 9 – OWNER OF LOT MUST MAINTAIN AND REPAIR 10
10. BY-LAW 10 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY 10
11. BY-LAW 11 – BUILDING INSURANCE 10
12. BY-LAW 12 – PROHIBITION OF DISTURBANCE 11
13. BY-LAW 13 – KEEPING OF PETS 11
14. BY-LAW 14 – LEASING 11
15. BY-LAW 15 – CHANGE IN OWNERSHIP 12
16. BY-LAW 16 – SALE OF LOT 12
17. BY-LAW 17 – DISPLAY OF SIGNS AND ADVERTISEMENTS 12
18. BY-LAW 18 – RUBBISH RECEPTACLES 12
19. BY-LAW 19 – MAINTENANCE OF WALLS 12
20. BY-LAW 20 – WINDOW TREATMENTS AND AWNINGS 13
21. BY-LAW 21 – PROVISION OF MAINS WATER 13
22. BY-LAW 22 – PROVISION OF GAS 13
23. BY-LAW 23 – INDEMNITY AND RELEASE 13
24. BY-LAW 24 – SERVICES 14
25. BY-LAW 25 – PERMITS 14
26. BY-LAW 26 – OFFENCES 14
27. BY-LAW 27 – BREACH 14
28. BY-LAW 28 – REMOVAL OF PERSONS 15
29. BY-LAW 29 – WAIVER 15

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

30. BY-LAW 30 – NOTICE 15

31. BY-LAW 31 – SECURITY OF COMMON PROPERTY 15

32. BY-LAW 32 – NOTIFICATION OF DEFECTS 15

33. BY-LAW 33 – COMPENSATION TO CORPORATION 15

34. BY-LAW 34 – SECURITY KEYS 15

35. BY-LAW 35 – COMPLAINTS AND APPLICATIONS 16

36. BY-LAW 36 – STORAGE CAGES 16

37. BY-LAW 37 – NO TRADE OR BUSINESS 16

38. BY-LAW 38 – AIR CONDITIONING EQUIPMENT 16

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY TITLES NO. 26846 INC

IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the owners of the Community Lots and any persons entering the Community Parcels.

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

PART 1 – DEFINITIONS

1. BY-LAW 1 – DEFINITIONS

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

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

1.2 "**Building**" means the building comprising the Community Parcel;

1.3 "**Common Property**" means the Common Property created by community plan no 26846;

1.4 "**Corporation**" means the Community Corporation No. 26846 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

1.5 "**Community Parcel**" means the whole of the land comprised in Community Plan No. 26846;

1.6 "**Lot**" means a Community Lot comprised in Community Plan No. 26846;

1.7 "**Lot Holder**" means the owner of a lot; and

1.8 "**Occupier**" of a lot includes, if a lot is unoccupied, the owner of the lot.

Unless the contrary intention appears the following applies:

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

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

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

(e) words of any gender include every gender;

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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

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

(h) headings are inserted for convenience and do not effect the interpretation of these By-Laws.

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

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION

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

2.2 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.

2.3 Without limiting the provisions of By-Law 2.2 the Corporation must in accordance with Regulation 76 and Schedule 1 of the Development Regulations (or such other statutory requirement as is in force from time to time) ensure that the fire monitoring and control system forming part of the service infrastructure is tested and certified annually in accordance with the relevant statutory requirement.

2.4 The Corporation must arrange for an annual inspection of the termite barrier situated within the Building for the purpose of maintaining the warranty in place in respect of the termite barrier.

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

3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY

The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.

PART 3 – COMMUNITY PARCEL

4. BY-LAW 4 – PROHIBITED ACTIVITIES

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

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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

4.3 interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;

4.4 be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;

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

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

4.8 use any portion of the Community Parcel as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services except as a home office with the consent of the relevant Council and otherwise in compliance with these By-Laws;

4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;

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

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

4.12 rollerblade, rollerskate or ride a skateboard;

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

4.14 take any boat, surfboard or sailboard in any lift, corridor lobby or foyer forming part of the common area;

4.15 install or permit to be installed any audible security alarm or siren other than a smoke alarm;

4.16 use on the Community Parcel any item comprising or containing a sub-woofer at a level exceeding 80Db; and

4.17 store flammable material of a nature or in a quantity other than for ordinary domestic use.

PART 4 – COMMON PROPERTY

5. BY-LAW 5 – PROHIBITED ACTIVITIES

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

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5.1 camp or sleep overnight;

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

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

5.4 carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;

5.5 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;

5.6 burn or permit others to burn any material;

5.7 obstruct any corridor, hallway, passage, stairway, foyer or other access way; and

5.8 smoke or permit others to smoke;

5.9 obstruct vehicular or pedestrian traffic;

5.10 without the authorisation of the Corporation, park a motor vehicle on the common property;

5.11 drive a motor vehicle on the common property except on a driveway established for use by motor vehicles; and

5.12 drive a motor vehicle on the common property in a manner that would contravene the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

PART 5 – USE OF COMMUNITY LOTS

6. BY-LAW 6 – USE OF LOTS

A person bound by these By-Laws:

6.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose or for any purpose not permitted by the Scheme Description;

6.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or By-Law thereunder for the time being in force;

6.3 the Corporation shall be permitted by each Lot Holder or Occupier and shall have the right at all reasonable times and on giving the Lot Holder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

(a) to inspect the Lot;

(b) to carry out maintenance repairs or work; and

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

(c) to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these By-Laws are being observed;

6.4 must pay upon all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;

6.5 must, subject to the Act and these By-Laws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;

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

6.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the provision of By-Law;

6.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors or equipment in any way and without limiting the generality of the foregoing the Lot Holder or Occupier of the Lot shall ensure all the fire, security doors and gates are kept locked or secure in an operational state (as the case may be) when not in immediate use;

6.9 must not use or permit to be used any barbecue other than an electric or gas barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;

6.10 must take every responsible precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

6.11 must take every responsible precaution when cleaning any balcony of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

6.12 must not, without the authorisation of the Corporation change or alter any locks or security devices;

6.13 must not store bicycles, boats, sailboards, surfboards and other outdoor recreation or equipment in the Lot. Such items must be stored in a Lot subsidiary (but not a balcony Lot subsidiary);

6.14 must not use a high pressured water spraying device to clean the balcony of the Lot;

6.15 must not display "for let", "for sale" or other such signs on or about the Lot;

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

6.17 must not conduct a garage sale on the Lot or a Lot subsidiary;

6.18 must not use the scooter parking space allocated to the lot for any purpose other than the parking of a registered motor scooter, or storage of items in accordance with Bylaw 6.13; and

6.19 must not remove any water saving devices installed on the lot.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

7. BY-LAW 7 – BUILDING WORKS AND CORPORATION'S APPROVAL

7.1 The owner or Occupier of a Lot must not without the Corporation's approval undertake any building works within or about or relating to a Lot unless:

7.1.1 all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the secretary of the Corporation;

7.1.2 such works are undertaken strictly in accordance with those permits approvals and consents referred to in By-Law 7.1.1; and

7.1.3 such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Occupiers of Lots.

7.2 The owner or Occupier of a Lot must not proceed with any such works until the owner or Occupier:

(a) submits to the Corporation plans and specifications of any works proposed by the owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

(b) supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonable satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and compatible with the overall services to the Building and the individual floors;

(c) receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation's approval must be paid by the Corporation or Occupier; and

(d) pays the costs referred to in By-Law 7.2(c) to the Corporation.

7.3 The owner or Occupier of a Lot must ensure that the Corporation or Occupier and the owner's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Corporation concerning the method of building operations, means of access, use of common areas and on site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

7.4 The owner or Occupier of a Lot must ensure the owner or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) building materials must not be stacked or stored in the front side or rear of the Building;

(b) scaffolding must not be erected on the Common Property of the exterior or the Building;

(c) construction work times must comply with the local laws of the City of Adelaide;

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(d) the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.

7.5 Before any of the owner's or Occupier's works commence the owner or Occupier must:

(a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Corporation.

7.6 Access shall not be available to other Lots on the plan or Common Property for installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of Common Property.

7.7 The owner or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property or the service or therein which are caused by such works and, if the owner or Occupier fails to immediately do so, the body corporate may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor or Occupier shall indemnify and keep indemnified the body corporate against any cost or liabilities incurred by the body corporate in so making good the damage or dirtying.

7.8 The owner or Occupier of a Lot must forthwith make good any damage resulting from such works or, if the body corporate elects to make good any damage itself reimburse to the body corporate the cost of making good any such damage.

8. BY-LAW 8 – SATELLITE DISHES

The owner or Occupier of a Lot must not without the Corporation's approval erect a satellite dish on a lot or the common property and if such approval is obtained such satellite dish must be concealed from view.

9. BY-LAW 9 – OWNER OF LOT MUST MAINTAIN AND REPAIR

9.1 The owner of a Lot must carry out any work ordered by a council or other public authority in respect of the Lot.

9.2 The owner of a Lot must carry out any work required by the Corporation in respect of the Lot.

10. BY-LAW 10 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY

The Occupier of a Lot must keep the Lot in a clean and tidy condition.

11. BY-LAW 11 – BUILDING INSURANCE

The Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Buildings within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the Scheme unless otherwise consented to by the Corporation.

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12. BY-LAW 12 – PROHIBITION OF DISTURBANCE

12.1 The Occupier of a Lot must not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

12.2 The Occupier of a Lot must ensure as far as practicable that persons who are brought or allowed on to the Lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

13. BY-LAW 13 – KEEPING OF PETS

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

13.2 An owner or Occupier of a Lot that is granted consent by the Corporation for the keeping of an animal:

(a) must keep the animal within that portion of a Lot comprising the apartment at all times and at no time on the balcony or any part of the Common Property; and

(b) must ensure that at all times that an animal is in transit on the Common Property that it is transported in a container appropriately made for that purpose; and

(c) is responsible for the immediate and consistent cleaning up after the animal; and

(d) is liable to the owners or Occupiers of their 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 animal.

13.3 By-Laws 13.1 and 13.2 apply to any person who brings an animal onto any part of the Community Parcel with the consent (express or implied) of the owner or Occupier of a Lot.

14. BY-LAW 14 – LEASING

14.1 Where a lot holder leases the lot the lot holder must inform the Corporation as to the identity of the lessee.

14.2 The owner of a lot must not, without the Corporation's authorisation, lease the lot, or grant a right of occupation in respect of the lot for valuable consideration, for a period of less than two (2) months.

14.3 The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these By-Laws and without limiting the generality of the foregoing shall:

(a) ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these By-Laws; and

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(b) provide every lessee or licensee or other occupier of the lot with a copy of these By-Laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these By-Laws is annexed hereto.

15. BY-LAW 15 – CHANGE IN OWNERSHIP

A Lot Holder must immediately notify the Corporation of:

15.1 any change in ownership of the Lot, or any change in address of a Lot Holder; and

15.2 any change in the occupancy of the Lot.

16. BY-LAW 16 – SALE OF LOT

A person bound by these By-Laws:

16.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as not to cause a disturbance to other persons on the Community Parcel;

16.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and

16.3 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

PART 6 – GENERAL PROVISIONS

17. BY-LAW 17 – DISPLAY OF SIGNS AND ADVERTISEMENTS

A person must not display a sign advertisement on a Lot or the Common Property without the approval of the Corporation.

18. BY-LAW 18 – RUBBISH RECEPTACLES

18.1 The owner or Occupier of a Lot must comply with all requirements of the Corporation with respect to the storage of rubbish and waste materials including without limitation any requirements of the Corporation with respect to the type of receptacle in which rubbish or waste must be stored, the location of such receptacle and the separation of different classes of rubbish and waste.

18.2 Waste deposited in any rubbish receptacle on the Common Property must not be of a nature to allow the creation of offensive odours

18.3 The owner or Occupier of a Lot must not store a rubbish receptacle on a Lot subsidiary.

18.4 No rubbish receptacles other than those provided by the Corporation are to be stored on the Common Property.

18.5 Any rubbish receptacles provided by the Corporation are to be used only for the disposal only of ordinary domestic waste.

19. BY-LAW 19 – MAINTENANCE OF WALLS

19.1 The owner or Occupier of a Lot must not without the Corporation's approval effect any penetration whatsoever of any acoustic or fire rated party wall.

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19.2 In order to ensure that the requirements of the Building Code of Australia are complied with:

(a) the owner or Occupier of a Lot must not attach to or mount upon any common, shared, acoustic or fire rated wall any television, sound producing or electrical device of any nature;

(b) the Corporation must not, subject to the Act, give approval to vary this By-Law.

(c) If any owner or occupier breaches this by - law, the owner of the Lot must within seven (7) days of a notification from the Corporation and/or an adjoining owner, cause (at the owner's own cost) the removal of the object and repair of the wall by a licensed tradesperson under the supervision of a Structural Engineer and/or Acoustic Engineer so that the wall complies with the all relevant requirements of the Building Code of Australia.

20. BY-LAW 20 – WINDOW TREATMENTS AND AWNINGS

20.1 The owner or Occupier of a Lot must not without the Corporation's approval install any awning or screen on the balcony of the lot.

20.2 The owner or Occupier of a Lot must not without the Corporation's approval install any window treatment that may be visible from the exterior of the lot which is not either black or white or backed by a black or white backing.

21. BY-LAW 21 – PROVISION OF MAINS WATER

21.1 Mains water is supplied to the lots and common property by single connection supplied by The South Australian Water Corporation (SA Water). SA Water will read the meter attached to the connection and invoice the Corporation for water used in accordance with the SA Water's usual practices.

21.2 The owner of each Lot must contribute to the payment of the SA Water invoice according to the lot entitlement.

22. BY-LAW 22 – PROVISION OF GAS

22.1 If gas is supplied to the lots the retail provider of gas will supply to a single connection and will read the meter attached to the connection and invoice the Corporation for gas used in accordance with the provider's usual practices.

22.2 The owner of each lot will contribute to payment of the gas supply invoice according to the lot entitlement.

22.3 This By-Law shall be of no force or effect if gas is not supplied to the lots.

23. BY-LAW 23 – INDEMNITY AND RELEASE

A person bound by these By-Laws shall:

23.1 indemnify and forever hold harmless the Corporation from an against any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising our of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to the negligence of the Corporation; and

23.2 occupy and use and keep the Lot at the risk in all things of the Lot Holder and the

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Lot Holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except at to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

24. BY-LAW 24 – SERVICES

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

25. BY-LAW 25 – PERMITS

25.1 In any By-Law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

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

25.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

25.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of committees as it thinks appropriate.

25.5 A permit holder shall comply with each and every condition of the permit.

Each event which is a breach of the permit shall constitute a separate offence under these By-Laws.

25.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

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

26. BY-LAW 26 – OFFENCES

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

Maximum Penalty: The maximum prescribed under the Act.

27. BY-LAW 27 – BREACH

Where a person bound by these By-Laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

28. **BY-LAW 28 – REMOVAL OF PERSONS**

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a By-Law in that part.

29. **BY-LAW 29 – WAIVER**

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

30. **BY-LAW 30 – NOTICE**

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

31. **BY-LAW 31 – SECURITY OF COMMON PROPERTY**

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

32. **BY-LAW 32 – NOTIFICATION OF DEFECTS**

A proprietor or Occupier of a Lot must promptly notify the Corporation or its Managing Agent on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Corporation.

33. **BY-LAW 33 – COMPENSATION TO CORPORATION**

The proprietor or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that proprietor or Occupier or their respective tenants, licensees or invitees.

34. **BY-LAW 34 – SECURITY KEYS**

34.1 The Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

34.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the proprietor or the Corporation.

34.3 A proprietor or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or Occupier and is not disposed of other wise than by returning it to the Corporation.

34.4 A proprietor or Occupier of a Lot must promptly notify the Corporation if a Security Key is lost or destroyed.

34.5 A proprietor of a Lot must surrender all keys or access cards belonging to the Lot or the Building to the Corporation including any duplicate devices/keys on the sale of the Lot and secure the same undertaking from any termination on the termination of

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any tenancy;

35. **BY-LAW 35 – COMPLAINTS AND APPLICATIONS**

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Corporation.

36. **BY-LAW 36 – STORAGE CAGES**

A proprietor or Occupier of a Lot must not install a storage cage without first obtaining the written consent of the Corporation, which consent may be refused or granted on certain conditions by the Corporation at its absolute discretion.

37. **BY-LAW 37 – NO TRADE OR BUSINESS**

The owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business including the sale or offering for sale of any goods or merchandise nor permit others to do so.

38. **BY-LAW 38 – AIR CONDITIONING EQUIPMENT**

38.1 All air conditioning equipment including condensers which provide air conditioning services exclusively to individual Lots will be situated on the Common Property provided that the ownership of such equipment shall notwithstanding the location of such equipment remain with the owner of the relevant Lot.

38.2 In the event that any air conditioning equipment referred to in By-Law 38.1 or any part thereof including any condenser is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the owner's Lot over the Common Property by virtue of the operation of Section 24(1) (c) (i) of the Act.

38.3 The owner of a Lot is responsible for the repair and maintenance of all air-conditioning equipment that is installed for the exclusive use of that lot.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

FORM LF1

Orig. LF 11604080

11:17 28-Jun-2011
3 of 3 Fees: $0.00

Series No.
3

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: COWELL CLARKE..... CCL1

Correction to: COWELL CLARKE..... CCL1

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

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

Lands Services Group

07:06 30/06/2011 02-008598

REGISTRATION FEE $121.00

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

ITEM(S)	AGENT CODE
	CCL1

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED 5-7-20 pro REGISTRAR-GENERAL	

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TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION

COMMUNITY CORPORATION NO. 26846 INC

COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION
"28 STORR STREET, ADELAIDE"

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

.....

Full Name: BEN RUSHWAN

Address: Level 5, 63 Pirie Street, Adelaide SA 5000

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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INDEX

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME 3

2. NATURE OF PROPOSED DEVELOPMENT 3

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED 3

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS 3

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY 3

6. STAGING OF DEVELOPMENT 3

7. CONDITIONS OF APPROVAL 4

ANNEXURE A

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

INDEX

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2. NATURE OF PROPOSED DEVELOPMENT 3

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4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS 3

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY 3

6. STAGING OF DEVELOPMENT 3

7. CONDITIONS OF APPROVAL 4

ANNEXURE A

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

COMMUNITY TITLES ACT, 1996
SCHEME DESCRIPTION

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

The whole of the land in Certificate of Title Volume 6055 Folio 932 being the property located at 28 Storr Street Adelaide ("**Scheme Land**").

2. NATURE OF PROPOSED DEVELOPMENT

The community plan for the scheme comprises a primary strata plan of community division. The primary strata plan will effect the division of the four (4) storey building to be erected on the land described in paragraph 1 into seven (7) community strata lots, together with common property and lot subsidiaries.

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

3.1 Lots 1-7 inclusive are to be used solely for residential purposes provided that home office use shall be permitted subject to compliance with all statutory requirements.

3.2 The Common Property in the primary strata plan is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with and subject to the restriction contained with the By-laws of the Community Scheme.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

4.1 The standard of work performed and the materials used are of a fair average standard or such higher standard as the developer in its absolute discretion determined.

4.2 The development of the Community Lots and the Common Property has taken place in accordance with all statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development and in a proper and workman like manner.

4.3 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or common property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer.

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

5.1 The developer has installed service infrastructure in accordance with the Development Approval obtained in respect of the development.

5.2 The standard of work performed and the materials used on the Common Property are of a fair average standard or such higher standard as the developer in its absolute discretion determined.

6. STAGING OF DEVELOPMENT

The Scheme is not a staged development.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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7. CONDITIONS OF APPROVAL

7.1 The division of the community parcel is subject to conditions imposed by the Development Assessment Commission and the City of Adelaide.

7.2 The conditions that will continue after completion of the development and will be the responsibility of the Community Corporation and owners of the community lots.

7.3 A copy of the Decision Notification Form and Conditions of Development Plan Consent are attached to this Scheme Description and are marked Annexure A.

7.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

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

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

Rick Hutchins
Team Leader, Planning Assessment

Signed: .....

Corporation of the City of Adelaide

Dated: ..... 15/6/2011 .....

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

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ANNEXURE A

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C014/11

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

Enquiries: **Helen Dand 8203 7380**
Reference: **F/LD/0016/2011**

9 June 2011

045

FORME PROJEX P/L
C/- Andrew & Associates P/L
GPO Box 1809
ADELAIDE SA 5001

Dear Sir/Madam

Application: **LD/16/2011 (DAC: 020/C014/11- Unique ID: 38133)**
Description: **Community Titles - create 7 titles from 1.**
Location: **28 Storr Street, ADELAIDE SA 5000**

Development Approval

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

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

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

Please be advised that this approval will lapse at the expiration of 12 months from the operative date of the approval. If an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period the approval will lapse at the expiration of 3 years.

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

Yours faithfully

Helen Dand
Planning Officer – Development Assessment

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C014/11

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **18 May 2011** Application Registered On: **18 May 2011**	File Reference: **F/LD/0016/2011** Contact Officer: **Helen Dand 8203 7380**

Application:	LD/16/2011 (DAC: 020/C014/11- Unique ID: 38133)
Applicant:	FORME PROJEX P/L
Location:	28 Storr Street, ADELAIDE SA 5000
Description:	Community Titles - create 7 titles from 1.

In respect of this proposed development you are informed that:

Nature Of Consent	Consent Status	Date of Decision	No. of Conditions
Development Plan Consent	**Granted**	**9 June 2011**	**1**
Community Title Consent	**Granted**	**9 June 2011**	**2**
Development Approval	**Granted**	**9 June 2011**	**3**

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

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

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

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

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

Date of Decision: **9 June 2011**

Signed: .....

Date: 9/6/2011

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[**2**] Sheets Attached

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58

ADELAIDE CITY COUNCIL

Application:	LD/16/2011 (DAC: 020/C014/11- Unique ID: 38133)
Applicant:	FORME PROJEX P/L
Location:	28 Storr Street, ADELAIDE SA 5000
Description:	Community Titles - create 7 titles from 1.

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. **The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**

- **Amended survey plans submitted by Andrew and Associates 1 of 6 – 6 of 6, submitted on 9 June 2011**

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

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

CONDITIONS OF LAND DIVISION CONSENT

1. **Payment of $39,389 shall be** made into the Planning and Development Fund (7 lots @ $5,627 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au

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

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

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

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C014/11

ADELAIDE CITY COUNCIL

Application:	LD/16/2011 (DAC: 020/C014/11- Unique ID: 38133)
Applicant:	FORME PROJEX P/L
Location:	28 Storr Street, ADELAIDE SA 5000
Description:	Community Titles - create 7 titles from 1.

ADVISORY NOTES

The following Advisory Notes are not conditions of the decision but require your further attention and are for your information:

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7128 or 8203 7129.

Expiration Time of Approval (Land Division)

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

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Section 48 Notice
This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. **AGENT:** Company Name/Legal Entity: Waterman Property Management Pty Ltd
   Company Representative: Kelly Salamon
   ABN (if applicable): 13 169 499 290 RLA No: 262083
   Street 1: 202a Gilbert Street
   Street 2: Adelaide, South Australia
   Suburb: Adelaide State: SA Postcode: 5000
   Telephone: W: 08 8231 5407 M: 0419 125 309
   Email: kelly@watermanpm.com.au

   Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name: Merle Humphries
   Address for service of documents for Landlord 1 (cannot be Agent's address for service):
   Street 1: PO Box 796
   Street 2:
   Suburb: Willunga State: SA Postcode: 5172
   ABN (if applicable):

   LANDLORD 2: Full Name: John Allan
   Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):
   Street 1: PO Box 796
   Street 2:
   Suburb: Willunga State: SA Postcode: 5172
   ABN (if applicable):

   If landlord is a company, address of registered office of the company if different to above:
   Street 1:
   Street 2:
   Suburb: State: Postcode:

   Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)

   Street 1:
   Street 2:
   Suburb: State: Postcode:
   ABN (if applicable):

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Section 48 Notice
This notice is to be retained by the Tenant

WATERMAN Property Management

REISA

4. EMBEDDED ELECTRICITY NETWORK (if applicable)

An embedded network is when the electrical wiring is configured in such a way as to allow the owner of the site to sell energy to all the tenants and residents based there. This can be found in apartment blocks, retirement villages, shopping centres and caravan parks.

The owner of the site that has an embedded network will usually buy energy from a energy retailer and then 'onsell' the energy to the different consumers at the site.

In many cases, the electricity will be cheaper than what is available from an authorised retailer. In addition, you have the following consumer protections:

- Flexible payment options if you are experiencing financial difficulty
- Clear and set time frames for receiving and paying bills
- Complaints handling arrangements
- Energy charges that are no higher than the standing offer prices that a local area retailer can charge contracted consumers
- Clear and reasonable disconnection procedures.

You may also have the option to buy your electricity from an authorised energy retailer if you so wish.

RETAILER FOR THE EMBEDDED NETWORK

Name: | ABN:

Website address:

Phone: | Email:

Applicable electricity tariffs:

METERING ARRANGEMENTS AND POTENTIAL COSTS

COST APPORTIONMENT PER KILOWATT HOUR FOR BUNDLED UTILITIES

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Residential Tenancy Agreement: Schedule

WATERMAN Property Management REISA

This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. **AGENT:** Company Name/Legal Entity: Waterman Property Management Pty Ltd
   Company Representative: Kelly Salamon
   ABN (if applicable): 13 169 499 290 RLA No: 262083
   Street 1: 202a Gilbert Street
   Street 2: Adelaide, South Australia
   Suburb: Adelaide State: SA Postcode: 5000
   Telephone: W: 08 8231 5407 M: 0419 125 309
   Email: kelly@watermanpm.com.au
   ☑ The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. **LANDLORD 1:** Full Name: Merle Humphries
   Address for service of documents for Landlord 1 (cannot be Agent's address for service):
   Street 1: PO Box 796
   Street 2:
   Suburb: Willunga State: SA Postcode: 5172
   ABN (if applicable):

   LANDLORD 2: Full Name: John Allan
   Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):
   Street 1: PO Box 796
   Street 2:
   Suburb: Willunga State: SA Postcode: 5172
   ABN (if applicable):

   Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. **TENANT 1:** Full Name: Siling Chen Telephone: 0401 843 811
   Email address for service of documents: starling1113@gmail.com
   TENANT 2: Full Name: Telephone:
   Email address for service of documents:
   TENANT 3: Full Name: Telephone:
   Email address for service of documents:
   TENANT 4: Full Name: Telephone:
   Email address for service of documents:
   Are there additional Tenants? ☐ Yes If yes, refer to Annexure - Additional Tenants

4. **PREMISES**
   Street 1: 2/28 Storr Street
   Street 2:
   Suburb: Adelaide State: SA Postcode: 5000

5. **TERM**
   ☑ Fixed: Commencement Date: 23 / 10 / 2024 End Date: 21 / 10 / 2025
   ☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

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Residential Tenancy Agreement: Schedule

WATERMAN Property Management REISA

6. RENT

Amount: Words: Four Hundred and Fifty Dollars $ 450.00

Per (period): Per Week

Payable in advance: ☐ Weekly ☑ Fortnightly ☐ Calendar monthly

Payments: First Payment of $ 900.00 on 23 / 10 / 2024 with the

next payment of $ 900.00 on 06 / 11 / 2024

and thereafter: $ 900.00 on the Wednesday of each Fortnight

Payment Method: ☐ Internet Transfer ☐ BPAY ☑ Other DEFT PAYMENT SYSTEM BPAY 4481 DEFT ID 52523065

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

7. BOND

Words: One Thousand Eight Hundred Dollars $ 1,800.00

8. OUTGOINGS (Clause 3.1.3)

☑ All water usage costs adjusted for the period of tenancy

☐ All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy

☑ All water supply charges adjusted for the period of tenancy

☐ No charge for water

☑ Other *(specify)*

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
SA Water Usage	14.12% Group Use

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises ☑ Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) ☑ Tenant

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

11. REPAIR INSTRUCTIONS

☑ Always contact Agent

☐ Nominated contact

Contact 1:

Name: Telephone:

Contact 2:

Name: Telephone:

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Residential Tenancy Agreement: Schedule

WATERMAN Property Management REISA

12. PETS APPROVED PRIOR TO COMMENCEMENT OF TENANCY

☐ Yes ☑ N/A

If yes, refer to Annexure - Pet Agreement

13. ADDITIONAL CONDITIONS

☐ N/A ☑ As detailed below ☑ See annexure

(1) THE TENANT ACKNOWLEDGES THAT IN THE EVENT OF A DEFAULT RENT PAYMENT A DISHONOUR FEE OF $25.00 WILL BE INCURRED.

(2) THE TENANT ACKNOWLEDGES THAT IN THE EVENT OF RENT NOT ACCOMPANIED BY A DEFT USER CODE OR INCORRECT DEFT USER CODE A TRACE/SEARCH FEE OF $25.00 WILL BE INCURRED.

(3) THE TENANT ACKNOWLEDGES THAT A DISHONOURED CHEQUE WILL INCURR A FEE OF $25.00.

(4) THE TENANT ACKNOWLEDGES THAT AN ASSIGNMENT OR SUBLETTING OF LEASE FEE WILL BE CHARGED AT A RATE OF $110.00 PER HOUR INCLUDING GST.

(5) THE TENANT ACKNOWLEGES THAT THE WASHER/DRY COMBO AND FRIDGE ARE INCLUDED IN THE LEASE AS PER THE INGOING INSPECTION REPORT

(6) THE TENANT ACKNOWLEDGES THAT THERE IS NO CARPARKING AVAILABLE ONSITE

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Residential Tenancy Agreement: Terms and Conditions

WATERMAN Property Management REISA

1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

2.1 "Act" means the *Residential Tenancies Act 1995*;

2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;

2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;

2.4 "Bond" means the amount specified in Item 7 of the Schedule;

2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;

2.6 “Members” are the individuals and entities which hold current subscription and membership with REISA including but not limited to real estate agents;

2.7 "Personal information" is information as defined by the *Privacy Act 1988*;

2.8 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;

2.9 “REISA” or “We” or “Us” means the Real Estate Institute of South Australia Limited;

2.10 "Property" means the Premises and the Ancillary Property (if any);

2.11 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;

2.12 “Tenancy” means the duration of the occupancy or possession of the Property by this Agreement;

2.13 "Tenant" means the person or organisation specified in Item 3 of the Schedule;

2.14 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;

3.1.2 pay the Bond to the Agent;

3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;

3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;

3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;

3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;

3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;

3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;

3.1.9 use the Premises solely as a place of residence;

3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;

3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;

3.1.12 where the Property includes a swimming pool or spa:

3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;

3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;

3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;

3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;

3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;

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Residential Tenancy Agreement: Terms and Conditions

3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:

3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;

3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;

3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);

3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;

3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;

3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;

3.2.6 remove or alter any fixture or device on the Property;

3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;

3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;

3.2.9 affix any television antenna, cable TV or satellite dish to the Property;

3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

3.2.10 install any air-conditioning unit on or in the Premises;

3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;

3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;

3.2.13 place any advertisement, notice or sign on or in the Property;

3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;

3.2.15 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;

3.2.16 cause or permit smoking within the Premises.

3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:

3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;

3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;

3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;

3.3.4 hang washing anywhere other than in areas provided for that purpose;

3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Subject to the Act, the Landlord must:

4.1.1 provide the Property in a reasonable state of cleanliness;

4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;

4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;

4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;

4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.

4.2 The Landlord must not:

4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;

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Residential Tenancy Agreement: Terms and Conditions

WATERMAN Property Management REISA

4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.

4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

4.4.1 the rent will be increased to $ [ ] per [ ] on [ ] / [ ] / [ ] ;

and to $ [ ] per [ ] on [ ] / [ ] / [ ] ; or

4.4.2 the rent increase can be calculated by the following method (set out details):

[ ]

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

5.1 this Agreement may only be terminated in accordance with the Act;

5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;

5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;

5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;

5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. COPYRIGHT AND INTELLECTUAL PROPERTY

The material in this Agreement is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content, compilation and/or data inserted into the Agreement are owned or controlled for these purposes, and are reserved, by Us.

7. PRIVACY

7.1 We respect your right to privacy and are committed to safeguarding your privacy. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988.

7.2 The Personal Information the Tenant provides in this Agreement, on other documents or collected from other sources including by being entered into forms generation software and /or on websites is necessary for the Agent to manage the Tenant's performance of its obligations under the Agreement and the Tenancy in general.

7.3 Personal information collected and stored about the Tenant prior to, during the course of the Tenancy and immediately following its termination or expiry or information already held on residential tenancy databases may be disclosed for the purpose for which it was collected to other parties including to the Landlord, referees, other agents, and third party operators of residential tenancy databases. If the Tenant fails to comply with its obligations under this Agreement, this fact and other relevant Personal Information collected about the Tenant may also be disclosed to the Landlord, third party operators of residential tenancy databases and/or other agents.

7.4 The Agent collects, stores and manages your Personal Information in accordance with its own privacy policy and/or practices.

7.5 By signing this Application, You expressly consent to the collection and use of the Personal Information as provided for in this Clause 7.

7.6 You authorise Us to collect, use and disclose Personal Information about you for the primary purpose of the supply or proposed supply to you of services and in accordance with our privacy policy available at www.reisa.com.au.

8. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

9. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

10. GENERAL

10.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

10.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

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Residential Tenancy Agreement: Execution Page

WATERMAN Property Management REISA

EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- ☑ Section 48 Notice
- ☑ A copy of this Agreement
- ☑ Information Brochure *(Residential Tenancies Act 1995)*
- ☑ Property Condition Report (2 copies)
- ☑ Manufacturers' Manuals – refer Annexure
- ☑ Additional fees and charges - refer Annexure
- ☑ Additional Conditions Annexure
- ☑ Number of Keys
- ☑ Number of Remote control devices
- ☑ Strata Articles
- ☑ Community Title By-laws
- ☐ Statutory Notice for Short Term Tenancy
- ☑ Other (MANUALS/PHOTOS IN PROPERTYME PORTAL
- ☑ Other TENANT HANDBOOK

Signed by Tenant 1 Siling Chen Date: 22/10/2024

Tenant Name Siling Chen

Signed by Tenant 2 Date:

Tenant Name

Signed by Tenant 3 Date:

Tenant Name

Signed by Tenant 4 Date:

Tenant Name

Signed by or on behalf of Landlord Date: 22/10/2024

☑ Agent as authorised ☐ Landlord

Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

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Annexure - Additional Landlords

LANDLORD 3: Full Name: Neil Beattie

Address for service of documents for Landlord 3 if different from Landlord 1 (cannot be Agent's address for service):

Street 1: PO Box 796

Street 2:

Suburb: Willunga State: SA Postcode: 5172

ABN (if applicable):

LANDLORD 4: Full Name:

Address for service of documents for Landlord 4 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

LANDLORD 5: Full Name:

Address for service of documents for Landlord 5 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

LANDLORD 6: Full Name:

Address for service of documents for Landlord 6 if different from Landlord 1 (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb: State: Postcode:

ABN (if applicable):

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Residential Tenancy Agreement:
Annexure - Manufacturers' Manuals or Written Instructions

Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

Facility	Model/Name (if applicable)	Tenant acknowledges receipt of manual or instructions
Air Conditioner	Mitsubishi	☑
Cook Top	Blanco	☑
Dishwasher	Blanco	☑
Fridge	Westinghouse	☑
Oven	Blanco	☑
Rangehood	Blanco	☑
Washer/Dryer	Ariston	☑
		☐
Copies of Manuals in Tenant Portal		☐
		☐
		☐
		☐
		☐
		☐
		☐
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ANNEXURE A -
RESIDENTIAL PROPERTY TENANCY AGREEMENT

This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
	NO PETS: The tenant agrees not to keep any pets on the property unless approved by the landlord and therefore a Pet Agreement must accompany this Annexure. NO SUBLETTING OF ASSIGNING OF LEASE: The tenant agrees that only the people listed on the Application Form will reside at the property. If a change in any person occupying the premises is requested the new person must first complete an Application Form at this office and a fee of $110.00 per hour will apply on approval. LAWNS AND GARDENS: The tenant is responsible for all garden maintenance including weeding, watering and mowing and edging of lawns. The gardens and lawns must be handed back at the end of the tenancy in the same condition as presented to the tenant as of today. Except for where strata maintains gardens if applicable, or if garden maintenance is included in the rent. MAINTENANCE: The tenant will promptly notify the Agent of any maintenance issues (damages, leaks, faults) concerning the property and agrees NOT TO ENGAGE any contractor. This is the Agents responsibility. RENT: Your rent is always PRE-PAID and is paid in 2 weekly installments. This means that if you move into a property on the 5th of the month, the rent paid when you move in, will pay you up to 18th of the month with the next payment due on 19th. IT IS YOUR RESPONSIBILITY TO KNOW WHEN YOUR RENT IS DUE. We do not send out Reminder Letters. A Notice of Termination will be sent to you if your rent becomes more than 14 days in arrears. RENT INCREASE: Under the Residential Tenancy Act 1995, a landlord has the right to increase the rent at the property after the first 12 months. This also applies when the tenant signs a lease for 12 or 24 months. Rent can only be increased every 12 months. HOOKS/NAILS: No hooks, nails or pins are to be inserted into any wall, door or woodwork without first sending a hand drawn plan of the room(s) and placement of the hooks etc. This plan will be sent to the landlord for approval. FLOOR BOARDS: (HARD AND FLOATING) 1. General Maintenance Responsibilities: 1.1 The Tenant agrees to maintain all hard and/or floating floor boards within the leased premises in good condition throughout the term of this lease. 1.2 The Tenant shall be responsible for all routine cleaning, sweeping, and mopping of the hard and/or floating floor boards as needed to prevent the accumulation of dirt, dust, and debris. 1.3 The tenant understands not to use excessive water on the floor boards. It is recommended to use a dry mop or microfibre mob to prevent excess moisture retention. 2.Prevention of Damage: 2.1 The Tenant shall take all reasonable precautions to prevent damage to the hard and/or floating floor boards, including but not limited to, avoiding dragging heavy furniture across the floors, using furniture pads or coasters, and promptly cleaning up any spills to prevent staining or warping. 2.2 The Tenant shall refrain from affixing or adhering any items directly to the floor boards, including but not limited to, tape, adhesive, or stickers, without prior written consent from the Landlord. 3.Use of Area Rugs and Mats: 3.1 The Tenant is encouraged to use area rugs or mats in high-traffic areas, such as entrances and hallways, to minimize wear and tear on the hard and/or floating floor boards. 3.2 Any area rugs or mats used by the Tenant must be slip-resistant and have a protective backing to prevent damage to the floor boards. 4.Reporting Damage or Defects: 4.1 The Tenant shall promptly report any damage or defects to the hard and/or floating floor boards to the Landlord or property management in writing. 4.2 The Landlord shall have the right to inspect the floor boards periodically, with reasonable notice to the Tenant, to assess their condition and perform any necessary maintenance or repairs. 5.Prohibited Activities: 5.1 The Tenant shall not engage in activities that could reasonably be expected to cause damage to the hard and/or floating floor boards, including but not limited to, the use of abrasive cleaning materials, excessive moisture, or the use of harsh chemicals. 6.Cost of Repairs: 6.1 In the event that the hard and/or floating floor boards require repairs or replacement due to the Tenant's negligence or failure to comply with this clause, the Tenant shall be responsible for the cost of such repairs or replacement. 7.End of Lease Obligations: 7.1 Upon the termination of this lease, the Tenant shall return the hard and/or floating floor boards in the same condition as they were at the commencement of the lease, except for reasonable wear and tear. 7.2 The Landlord may deduct from the security deposit, if applicable, any costs incurred to repair or replace the floor boards if they are not in compliance with this clause.

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ANNEXURE B -
RESIDENTIAL PROPERTY TENANCY AGREEMENT

WATERMAN Property Management

REISA

This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
	BLU-TAK: The use of blu-tak on any wall or surface is not permitted. MAIL: We do not redirect mail on your behalf. When you leave the property, please see your local Post Office and arrange for re-direction of your mail. CARSPACE/CARPORT/GARAGE: The tenant will retain any allocated car space in a neat and clean condition. If your vehicle drops oil, then please purchase a drip tray. At no time is any car, trailer or caravan or any other vehicle to be parked on lawn or garden areas. Vehicles must be parked in designated areas of the property at all times CLEANING: If candles, oil or kerosene lamps are used inside the premises and the walls or furnishings are smoke or wax damaged the tenant understands they will be responsible to all expenses to remedy the damage. Do not use abrasive cleaners on enamelware. SMOKING: There is strictly no smoking inside the premises at any time by anyone. Any outside smokers must remove their cigarette butts. PLUMBING: Sanitary and other inappropriate items are not to be flushed down the toilet WADING APPARATUS/INFLATABLE POOLS - No pool or swimming or wading apparatus is to be erected on the property without prior written approval of the landlord. The request for such a pool/pond or paddling pool must be in writing and permission, if granted will also be in writing. Once permission is granted, all such swimming or wading apparatus must be fenced by the tenant, at tenant cost and the fencing must comply with current pool fencing legislation. BREAKING YOUR LEASE: If you must break your lease and leave prior to the expiry date, then under the Residential Tenancies Act, you will be responsible for the following: All rent payable until the replacement tenant moves in or to a maximum of 4 weeks rent* The advertising to find a new tenant (or a portion thereof) The Agents Letting Fee of 2.2 weeks rent (or a portion thereof). FINAL INSPECTION: We provide you with a final inspection Guide which you MUST use so that you receive your full Bond Refund. Final Inspections are not conducted until all your belongings have been removed and all cleaning completed. Should you return the keys or it is a public holiday the final will be the next business day. BOND REFUNDS: Please allow 3 weeks for the finalization of your Bond. LOCKS AND KEYS: Please supply a friend or neighbour with a spare key to your property. We do not deliver keys to you, should you lock yourself out of the property. Alternatively, you should call a locksmith if this occurs. WATER RATES: The tenant hereby acknowledges that they will be responsible for the following charges in relation to SA Water: The tenant will be liable for all water usage and water supply charges (at a rate prescribed or determined from time to time by SA Water) with all costs calculated on a daily basis for the duration of the tenancy. Whilst we will endeavour to bill our tenants for water usage directly from the SA Water Bill it is noted that when this is not possible that water meter readings are carried out by the agent and calculated as per the same formula as SA Water but may not directly match with SA Water billing cycle periods. (Water meter readings are clearly shown on quarterly inspection sheets for tenants reference). If tenant has any issues with a billing period or amount the agent should be notified in writing within a 14 day period from receiving the account. Water Supply Charges are invoiced separately quarterly in arrears from the commencement of the tenancy. It is suggested that if a tenant is trying to budget for water that the tenant can pay $10 per week on top of rent as a contribution towards water invoice to be allocated as a tenant invoice credit, this can then be allocated towards payment of any future water usage/supply charges. ANY WATER PAYMENTS MUST BE MADE SEPARATELY TO RENTAL PAYMENTS AND ACCOMPANIED BY THE TENANT ID CODE All water invoices issued by the agent are due and payable within 14 days, it is noted that if water invoices are not paid that the agent may without warning issue a termination notice for breach of lease terms, Waterman Property Management has a water arrears policy and this is implemented for any overdue water accounts.

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

BY-LAWS
Development No. 020/C014/11

BY-LAWS

COMMUNITY CORPORATION NO. 26846 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION "28 STORR STREET, ADELAIDE"

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

.....

Full Name: SCOTT RUSHWAN

Address: Level 5, 63 Pirie Street, Adelaide SA 5000

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COMMUNITY CORPORATION NO. 26846 INCORPORATED

INDEX

1. BY-LAW 1 – DEFINITIONS 4
2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION 5
3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY 5
4. BY-LAW 4 – PROHIBITED ACTIVITIES 5
5. BY-LAW 5 – PROHIBITED ACTIVITIES 6
7. BY-LAW 7 – BUILDING WORKS AND CORPORATION'S APPROVAL 9
8. BY-LAW 8 – SATELLITE DISHES 10
9. BY-LAW 9 – OWNER OF LOT MUST MAINTAIN AND REPAIR 10
10. BY-LAW 10 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY 10
11. BY-LAW 11 – BUILDING INSURANCE 10
12. BY-LAW 12 – PROHIBITION OF DISTURBANCE 11
13. BY-LAW 13 – KEEPING OF PETS 11
14. BY-LAW 14 – LEASING 11
15. BY-LAW 15 – CHANGE IN OWNERSHIP 12
16. BY-LAW 16 – SALE OF LOT 12
17. BY-LAW 17 – DISPLAY OF SIGNS AND ADVERTISEMENTS 12
18. BY-LAW 18 – RUBBISH RECEPTACLES 12
19. BY-LAW 19 – MAINTENANCE OF WALLS 12
20. BY-LAW 20 – WINDOW TREATMENTS AND AWNINGS 13
21. BY-LAW 21 – PROVISION OF MAINS WATER 13
22. BY-LAW 22 – PROVISION OF GAS 13
23. BY-LAW 23 – INDEMNITY AND RELEASE 13
24. BY-LAW 24 – SERVICES 14
25. BY-LAW 25 – PERMITS 14
26. BY-LAW 26 – OFFENCES 14
27. BY-LAW 27 – BREACH 14
28. BY-LAW 28 – REMOVAL OF PERSONS 15
29. BY-LAW 29 – WAIVER 15

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

30. BY-LAW 30 – NOTICE 15
31. BY-LAW 31 – SECURITY OF COMMON PROPERTY 15
32. BY-LAW 32 – NOTIFICATION OF DEFECTS 15
33. BY-LAW 33 – COMPENSATION TO CORPORATION 15
34. BY-LAW 34 – SECURITY KEYS 15
35. BY-LAW 35 – COMPLAINTS AND APPLICATIONS 16
36. BY-LAW 36 – STORAGE CAGES 16
37. BY-LAW 37 – NO TRADE OR BUSINESS 16
38. BY-LAW 38 – AIR CONDITIONING EQUIPMENT 16

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY TITLES NO. 26846 INC

IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the owners of the Community Lots and any persons entering the Community Parcels.

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

PART 1 – DEFINITIONS

1. BY-LAW 1 – DEFINITIONS

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

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

1.2 "**Building**" means the building comprising the Community Parcel;

1.3 "**Common Property**" means the Common Property created by community plan no 26846;

1.4 "**Corporation**" means the Community Corporation No. 26846 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

1.5 "**Community Parcel**" means the whole of the land comprised in Community Plan No. 26846;

1.6 "**Lot**" means a Community Lot comprised in Community Plan No. 26846;

1.7 "**Lot Holder**" means the owner of a lot; and

1.8 "**Occupier**" of a lot includes, if a lot is unoccupied, the owner of the lot.

Unless the contrary intention appears the following applies:

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

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

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

(e) words of any gender include every gender;

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

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

(h) headings are inserted for convenience and do not effect the interpretation of these By-Laws.

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

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION

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

2.2 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.

2.3 Without limiting the provisions of By-Law 2.2 the Corporation must in accordance with Regulation 76 and Schedule 1 of the Development Regulations (or such other statutory requirement as is in force from time to time) ensure that the fire monitoring and control system forming part of the service infrastructure is tested and certified annually in accordance with the relevant statutory requirement.

2.4 The Corporation must arrange for an annual inspection of the termite barrier situated within the Building for the purpose of maintaining the warranty in place in respect of the termite barrier.

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

3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY

The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.

PART 3 – COMMUNITY PARCEL

4. BY-LAW 4 – PROHIBITED ACTIVITIES

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

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

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

4.3 interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;

4.4 be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;

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

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

4.8 use any portion of the Community Parcel as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services except as a home office with the consent of the relevant Council and otherwise in compliance with these By-Laws;

4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;

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

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

4.12 rollerblade, rollerskate or ride a skateboard;

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

4.14 take any boat, surfboard or sailboard in any lift, corridor lobby or foyer forming part of the common area;

4.15 install or permit to be installed any audible security alarm or siren other than a smoke alarm;

4.16 use on the Community Parcel any item comprising or containing a sub-woofer at a level exceeding 80Db; and

4.17 store flammable material of a nature or in a quantity other than for ordinary domestic use.

PART 4 – COMMON PROPERTY

5. BY-LAW 5 – PROHIBITED ACTIVITIES

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

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5.1 camp or sleep overnight;

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

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

5.4 carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;

5.5 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;

5.6 burn or permit others to burn any material;

5.7 obstruct any corridor, hallway, passage, stairway, foyer or other access way; and

5.8 smoke or permit others to smoke;

5.9 obstruct vehicular or pedestrian traffic;

5.10 without the authorisation of the Corporation, park a motor vehicle on the common property;

5.11 drive a motor vehicle on the common property except on a driveway established for use by motor vehicles; and

5.12 drive a motor vehicle on the common property in a manner that would contravene the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

PART 5 – USE OF COMMUNITY LOTS

6. BY-LAW 6 – USE OF LOTS

A person bound by these By-Laws:

6.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose or for any purpose not permitted by the Scheme Description;

6.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or By-Law thereunder for the time being in force;

6.3 the Corporation shall be permitted by each Lot Holder or Occupier and shall have the right at all reasonable times and on giving the Lot Holder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

(a) to inspect the Lot;

(b) to carry out maintenance repairs or work; and

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(c) to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these By-Laws are being observed;

6.4 must pay upon all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;

6.5 must, subject to the Act and these By-Laws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;

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

6.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the provision of By-Law;

6.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors or equipment in any way and without limiting the generality of the foregoing the Lot Holder or Occupier of the Lot shall ensure all the fire, security doors and gates are kept locked or secure in an operational state (as the case may be) when not in immediate use;

6.9 must not use or permit to be used any barbecue other than an electric or gas barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;

6.10 must take every responsible precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

6.11 must take every responsible precaution when cleaning any balcony of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

6.12 must not, without the authorisation of the Corporation change or alter any locks or security devices;

6.13 must not store bicycles, boats, sailboards, surfboards and other outdoor recreation or equipment in the Lot. Such items must be stored in a Lot subsidiary (but not a balcony Lot subsidiary);

6.14 must not use a high pressured water spraying device to clean the balcony of the Lot;

6.15 must not display "for let", "for sale" or other such signs on or about the Lot;

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

6.17 must not conduct a garage sale on the Lot or a Lot subsidiary;

6.18 must not use the scooter parking space allocated to the lot for any purpose other than the parking of a registered motor scooter, or storage of items in accordance with Bylaw 6.13; and

6.19 must not remove any water saving devices installed on the lot.

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7. BY-LAW 7 – BUILDING WORKS AND CORPORATION'S APPROVAL

7.1 The owner or Occupier of a Lot must not without the Corporation's approval undertake any building works within or about or relating to a Lot unless:

7.1.1 all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the secretary of the Corporation;

7.1.2 such works are undertaken strictly in accordance with those permits approvals and consents referred to in By-Law 7.1.1; and

7.1.3 such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Occupiers of Lots.

7.2 The owner or Occupier of a Lot must not proceed with any such works until the owner or Occupier:

(a) submits to the Corporation plans and specifications of any works proposed by the owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

(b) supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonable satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and compatible with the overall services to the Building and the individual floors;

(c) receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation's approval must be paid by the Corporation or Occupier; and

(d) pays the costs referred to in By-Law 7.2(c) to the Corporation.

7.3 The owner or Occupier of a Lot must ensure that the Corporation or Occupier and the owner's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Corporation concerning the method of building operations, means of access, use of common areas and on site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

7.4 The owner or Occupier of a Lot must ensure the owner or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) building materials must not be stacked or stored in the front side or rear of the Building;

(b) scaffolding must not be erected on the Common Property of the exterior or the Building;

(c) construction work times must comply with the local laws of the City of Adelaide;

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(d) the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.

7.5 Before any of the owner's or Occupier's works commence the owner or Occupier must:

(a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Corporation.

7.6 Access shall not be available to other Lots on the plan or Common Property for installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of Common Property.

7.7 The owner or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property or the service or therein which are caused by such works and, if the owner or Occupier fails to immediately do so, the body corporate may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor or Occupier shall indemnify and keep indemnified the body corporate against any cost or liabilities incurred by the body corporate in so making good the damage or dirtying.

7.8 The owner or Occupier of a Lot must forthwith make good any damage resulting from such works or, if the body corporate elects to make good any damage itself reimburse to the body corporate the cost of making good any such damage.

8. BY-LAW 8 – SATELLITE DISHES

The owner or Occupier of a Lot must not without the Corporation's approval erect a satellite dish on a lot or the common property and if such approval is obtained such satellite dish must be concealed from view.

9. BY-LAW 9 – OWNER OF LOT MUST MAINTAIN AND REPAIR

9.1 The owner of a Lot must carry out any work ordered by a council or other public authority in respect of the Lot.

9.2 The owner of a Lot must carry out any work required by the Corporation in respect of the Lot.

10. BY-LAW 10 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY

The Occupier of a Lot must keep the Lot in a clean and tidy condition.

11. BY-LAW 11 – BUILDING INSURANCE

The Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Buildings within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the Scheme unless otherwise consented to by the Corporation.

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12. BY-LAW 12 – PROHIBITION OF DISTURBANCE

12.1 The Occupier of a Lot must not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

12.2 The Occupier of a Lot must ensure as far as practicable that persons who are brought or allowed on to the Lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

13. BY-LAW 13 – KEEPING OF PETS

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

13.2 An owner or Occupier of a Lot that is granted consent by the Corporation for the keeping of an animal:

(a) must keep the animal within that portion of a Lot comprising the apartment at all times and at no time on the balcony or any part of the Common Property; and

(b) must ensure that at all times that an animal is in transit on the Common Property that it is transported in a container appropriately made for that purpose; and

(c) is responsible for the immediate and consistent cleaning up after the animal; and

(d) is liable to the owners or Occupiers of their 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 animal.

13.3 By-Laws 13.1 and 13.2 apply to any person who brings an animal onto any part of the Community Parcel with the consent (express or implied) of the owner or Occupier of a Lot.

14. BY-LAW 14 – LEASING

14.1 Where a lot holder leases the lot the lot holder must inform the Corporation as to the identity of the lessee.

14.2 The owner of a lot must not, without the Corporation's authorisation, lease the lot, or grant a right of occupation in respect of the lot for valuable consideration, for a period of less than two (2) months.

14.3 The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these By-Laws and without limiting the generality of the foregoing shall:

(a) ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these By-Laws; and

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19de0680-327c-4949-a1ea-cd7534e1e8a5

(b) provide every lessee or licensee or other occupier of the lot with a copy of these By-Laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these By-Laws is annexed hereto.

15. BY-LAW 15 – CHANGE IN OWNERSHIP

A Lot Holder must immediately notify the Corporation of:

15.1 any change in ownership of the Lot, or any change in address of a Lot Holder; and

15.2 any change in the occupancy of the Lot.

16. BY-LAW 16 – SALE OF LOT

A person bound by these By-Laws:

16.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as not to cause a disturbance to other persons on the Community Parcel;

16.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and

16.3 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

PART 6 – GENERAL PROVISIONS

17. BY-LAW 17 – DISPLAY OF SIGNS AND ADVERTISEMENTS

A person must not display a sign advertisement on a Lot or the Common Property without the approval of the Corporation.

18. BY-LAW 18 – RUBBISH RECEPTACLES

18.1 The owner or Occupier of a Lot must comply with all requirements of the Corporation with respect to the storage of rubbish and waste materials including without limitation any requirements of the Corporation with respect to the type of receptacle in which rubbish or waste must be stored, the location of such receptacle and the separation of different classes of rubbish and waste.

18.2 Waste deposited in any rubbish receptacle on the Common Property must not be of a nature to allow the creation of offensive odours

18.3 The owner or Occupier of a Lot must not store a rubbish receptacle on a Lot subsidiary.

18.4 No rubbish receptacles other than those provided by the Corporation are to be stored on the Common Property.

18.5 Any rubbish receptacles provided by the Corporation are to be used only for the disposal only of ordinary domestic waste.

19. BY-LAW 19 – MAINTENANCE OF WALLS

19.1 The owner or Occupier of a Lot must not without the Corporation's approval effect any penetration whatsoever of any acoustic or fire rated party wall.

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19de0680-327c-4949-a1ea-cd7534e1e8a5

19.2 In order to ensure that the requirements of the Building Code of Australia are complied with:

(a) the owner or Occupier of a Lot must not attach to or mount upon any common, shared, acoustic or fire rated wall any television, sound producing or electrical device of any nature;

(b) the Corporation must not, subject to the Act, give approval to vary this By-Law.

(c) If any owner or occupier breaches this by - law, the owner of the Lot must within seven (7) days of a notification from the Corporation and/or an adjoining owner, cause (at the owner's own cost) the removal of the object and repair of the wall by a licensed tradesperson under the supervision of a Structural Engineer and/or Acoustic Engineer so that the wall complies with the all relevant requirements of the Building Code of Australia.

20. BY-LAW 20 – WINDOW TREATMENTS AND AWNINGS

20.1 The owner or Occupier of a Lot must not without the Corporation's approval install any awning or screen on the balcony of the lot.

20.2 The owner or Occupier of a Lot must not without the Corporation's approval install any window treatment that may be visible from the exterior of the lot which is not either black or white or backed by a black or white backing.

21. BY-LAW 21 – PROVISION OF MAINS WATER

21.1 Mains water is supplied to the lots and common property by single connection supplied by The South Australian Water Corporation (SA Water). SA Water will read the meter attached to the connection and invoice the Corporation for water used in accordance with the SA Water's usual practices.

21.2 The owner of each Lot must contribute to the payment of the SA Water invoice according to the lot entitlement.

22. BY-LAW 22 – PROVISION OF GAS

22.1 If gas is supplied to the lots the retail provider of gas will supply to a single connection and will read the meter attached to the connection and invoice the Corporation for gas used in accordance with the provider's usual practices.

22.2 The owner of each lot will contribute to payment of the gas supply invoice according to the lot entitlement.

22.3 This By-Law shall be of no force or effect if gas is not supplied to the lots.

23. BY-LAW 23 – INDEMNITY AND RELEASE

A person bound by these By-Laws shall:

23.1 indemnify and forever hold harmless the Corporation from an against any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising our of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to the negligence of the Corporation; and

23.2 occupy and use and keep the Lot at the risk in all things of the Lot Holder and the

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19de0680-327c-4949-a1ea-cd7534e1e8a5

Lot Holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except at to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

24. BY-LAW 24 – SERVICES

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

25. BY-LAW 25 – PERMITS

25.1 In any By-Law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

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

25.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

25.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of committees as it thinks appropriate.

25.5 A permit holder shall comply with each and every condition of the permit.

Each event which is a breach of the permit shall constitute a separate offence under these By-Laws.

25.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

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

26. BY-LAW 26 – OFFENCES

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

Maximum Penalty: The maximum prescribed under the Act.

27. BY-LAW 27 – BREACH

Where a person bound by these By-Laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

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28. **BY-LAW 28 – REMOVAL OF PERSONS**

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a By-Law in that part.

29. **BY-LAW 29 – WAIVER**

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

30. **BY-LAW 30 – NOTICE**

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

31. **BY-LAW 31 – SECURITY OF COMMON PROPERTY**

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

32. **BY-LAW 32 – NOTIFICATION OF DEFECTS**

A proprietor or Occupier of a Lot must promptly notify the Corporation or its Managing Agent on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Corporation.

33. **BY-LAW 33 – COMPENSATION TO CORPORATION**

The proprietor or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that proprietor or Occupier or their respective tenants, licensees or invitees.

34. **BY-LAW 34 – SECURITY KEYS**

34.1 The Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

34.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the proprietor or the Corporation.

34.3 A proprietor or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or Occupier and is not disposed of other wise than by returning it to the Corporation.

34.4 A proprietor or Occupier of a Lot must promptly notify the Corporation if a Security Key is lost or destroyed.

34.5 A proprietor of a Lot must surrender all keys or access cards belonging to the Lot or the Building to the Corporation including any duplicate devices/keys on the sale of the Lot and secure the same undertaking from any termination on the termination of

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

any tenancy;

35. BY-LAW 35 – COMPLAINTS AND APPLICATIONS

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Corporation.

36. BY-LAW 36 – STORAGE CAGES

A proprietor or Occupier of a Lot must not install a storage cage without first obtaining the written consent of the Corporation, which consent may be refused or granted on certain conditions by the Corporation at its absolute discretion.

37. BY-LAW 37 – NO TRADE OR BUSINESS

The owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business including the sale or offering for sale of any goods or merchandise nor permit others to do so.

38. BY-LAW 38 – AIR CONDITIONING EQUIPMENT

38.1 All air conditioning equipment including condensers which provide air conditioning services exclusively to individual Lots will be situated on the Common Property provided that the ownership of such equipment shall notwithstanding the location of such equipment remain with the owner of the relevant Lot.

38.2 In the event that any air conditioning equipment referred to in By-Law 38.1 or any part thereof including any condenser is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the owner's Lot over the Common Property by virtue of the operation of Section 24(1) (c) (i) of the Act.

38.3 The owner of a Lot is responsible for the repair and maintenance of all air-conditioning equipment that is installed for the exclusive use of that lot.

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19de0680-327c-4949-a1ea-cd7534e1e8a5

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BY-LAWS
Development No. 020/C014/11

BY-LAWS

COMMUNITY CORPORATION NO. 26846 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION "28 STORR STREET, ADELAIDE"

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

C K Crossman

Full name: Christine Kaye Crossman
Address: 93 Carrington Street, Adelaide SA 5000

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

C K Crossman
C.K. Crossman

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

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19de0680-327c-4949-a1ea-cd7534e1e8a5

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CHECKED BY LANDS TITLES OFFICE

BY-LAWS
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COMMUNITY CORPORATION NO. 26846 INCORPORATED

INDEX

1. BY-LAW 1 – DEFINITIONS..... 4
2. BY-LAW 2 – RESPONSIBILTY OF CORPORATION..... 5
3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY..... 6
4. BY-LAW 4 – PROHIBITED ACTIVITIES..... 6
5. BY-LAW 5 – PROHIBITED ACTIVITIES..... 7
6. BY-LAW 6 – USE OF LOTS..... 8
7. BY-LAW 7 – BUILDING WORKS AND CORPORATION'S APPROVAL..... 10
8. BY-LAW 8 – SATELLITE DISHES 12
9. BY-LAW 9 – OWNER OF LOT MUST MAINTAIN AND REPAIR..... 12
10. BY-LAW 10 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY 12
11. BY-LAW 11 – BUILDING INSURANCE..... 12
12. BY-LAW 12 – PROHIBITION OF DISTURBANCE..... 12
13. BY-LAW 13 – KEEPING OF PETS 13
14. BY-LAW 14 – LEASING..... 13
15. BY-LAW 15 – CHANGE IN OWNERSHIP 14
16. BY-LAW 16 – SALE OF LOT 14
17. BY-LAW 17 – DISPLAY OF SIGNS AND ADVERTISEMENTS 14
18. BY-LAW 18 – RUBBISH RECEPTACLES 14
19. BY-LAW 19 – MAINTENANCE OF WALLS 15
20. BY-LAW 20 – WINDOW TREATMENTS AND AWNINGS..... 15
21. BY-LAW 21 – PROVISION OF MAINS WATER..... 15
22. BY-LAW 22 – PROVISION OF GAS..... 16
23. BY-LAW 23 – INDEMNITY AND RELEASE 16
24. BY-LAW 24 – SERVICES..... 16
25. BY-LAW 25 – PERMITS..... 16
26. BY-LAW 26 – OFFENCES..... 17
27. BY-LAW 27 – BREACH 17
28. BY-LAW 28 – REMOVAL OF PERSONS 17
29. BY-LAW 29 – WAIVER..... 17

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY-LAWS
Development No. 020/C014/11

30. BY-LAW 30 – NOTICE..... 17
31. BY-LAW 31 – SECURITY OF COMMON PROPERTY..... 18
32. BY-LAW 32 – NOTIFICATION OF DEFECTS..... 18
33. BY-LAW 33 – COMPENSATION TO CORPORATION 18
34. BY-LAW 34 – SECURITY KEYS 18
35. BY-LAW 35 – COMPLAINTS AND APPLICATIONS..... 19
36. BY-LAW 36 – STORAGE CAGES..... 19
37. BY-LAW 37 – NO TRADE OR BUSINESS..... 19
38. BY-LAW 38 – AIR CONDITIONING EQUIPMENT..... 19

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

BY-LAWS
Development No. 020/C014/11

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY TITLES NO. 26846 INC

IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the owners of the Community Lots and any persons entering the Community Parcels.

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

PART 1 - DEFINITIONS

1. BY-LAW – DEFINITIONS

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

1.1 "**the Act**" means the Community Titles At 1996 as amended;

1.2 "**Building**" means the building comprising the Community Parcel;

1.3 "**Common Property**" means the Common Property created by community plan no. 26846;

1.4 "**Corporation**" means the Community Corporation No. 26846 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

1.5 "**Community Parcel**" means the whole of the land comprised in Community Plan No. 24846"

1.6 "**Lot**" means a Community Lot comprised in Community Plan No. 26846;

1.7 "**Lot Holder**" means the owner of a lot; and

1.8 "**Occupier**" of a lot includes, if a lot is unoccupied, the owner of the lot.

Unless the contrary intention appears the following applies:

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

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

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

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

(e) words of any gender include every gender;

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

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

(h) headings are inserted for convenience and do no effect the interpretation of these By-Laws.

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

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 – RESPONSIBILITY OF CORPORATION

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

2.2 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.

2.3 Without limiting the provisions of By-Law 2.2 the Corporation must in accordance with Regulation 76 and Schedule 1 of the Development Regulations (or such other statutory requirement as is in force form time to time) ensure that the fire monitoring and control system forming part of the service infrastructure is tested and certified annually in accordance with the relevant statutory requirement.

2.4 The Corporation must arrange for an annual inspection of the termite barrier situated within the Building for the purpose of maintaining the warranty in place in respect of the termite barrier.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

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

3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY

The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.

PART 3 – COMMON PARCEL

4. BY-LAW 4 – PROHIBITED ACTIVITIES

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

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

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

4.3 interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;

4.4 be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;

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

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

4.8 use any portion of the Community Parcel as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services except as a home office with the consent of the relevant Council and otherwise in compliance with these By-Laws;

4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

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

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

4.12 rollerblade, rollerskate or ride a skateboard;

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

4.14 take any boat, surfboard or sailboard in any lift, corridor lobby or foyer forming part of the common area;

4.15 install or permit to be installed any audible security alarm or siren other than a smoke alarm;

4.16 use on the Community Parcel any item comprising or containing a sub-woofer at a level exceeding 80Db; and

4.17 store flammable material of a nature or in a quantity other then for ordinary domestic use.

PART 4 – COMMON PROPERTY

5. BY-LAW 5 – PROHIBITED ACTIVITIES

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

5.1 camp or sleep overnight;

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

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

5.4 carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;

5.5 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;

5.6 burn or permit others to burn any material;

5.7 obstruct any corridor, hallway, passage, stairway, foyer or other access way;

5.8 smoke or permit others to smoke;

5.9 obstruct vehicular or pedestrian traffic;

5.10 without the authorisation of the Corporation, park a motor vehicle on the common property;

5.11 drive a motor vehicle on the common property except on a driveway established for use by motor vehicles; and

5.12 drive a motor vehicle on the common property in a manner that would contravene the rules applicable under the *Road Traffic Act* 1961 to the driving of a vehicle on a public road.

PART 5 – USE OF COMMUNITY LOTS

6. BY-LAW 6 – USE OF LOTS

A person bound by these By-Laws:

6.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose or for any purpose not permitted by the Scheme Description;

6.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or By-Law thereunder for the time being in force;

6.3 the Corporation shall be permitted by each Lot Holder or Occupier and shall have the right at all reasonable times and on giving the Lot Holder or the Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

(a) to inspect the Lot;

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
19de0680-327c-4949-a1ea-cd7534e1e8a5

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(b) to carry out maintenance repairs or work; and

(c) to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these By-Laws are being observed;

6.4 must pay upon all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;

6.5 must, subject to the Act and these By-Laws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;

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

6.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the provision of By-Law;

6.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors or equipment in any way and without limiting the generality of the foregoing the Lot Holder or Occupier of the Lot shall ensure all the fire, security doors and gates are kept locked or secure in an operational state (as the case may be) when not in immediate use;

6.9 must not use or permit to be used any barbecue other than an electric or gas barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;

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

6.11 must take every responsible precaution when cleaning any balcony of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;

6.12 must not, without the authorisation of the Corporation change or alter any locks or security devices;

6.13 must not store bicycles, boats, sailboards, surfboards and other outdoor recreation or equipment in the Lot. Such items must be stored in a Lot subsidiary (bot not a balcony Lot subsidiary);

6.14 must not use a high pressured water spraying device to clean the balcony of the Lot;

6.15 must not display "for let", "for sale" or other such signs on or about the Lot;

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

6.17 must not conduct a garage sale on the Lot or a Lot subsidiary;

6.18 must not use the scooter parking space allocated to the lot for any purpose other than the parking of a registered motor scooter, or storage of items in accordance with By-Law 6.13; and

6.19 must not remove any water saving devices installed on the Lot.

7. BY-LAW 7 – BUILDING WORKS AND CORPORATION'S APPROVAL

7.1 The owner or Occupier of a Lot must not without the Corporation's approval undertake any building works within or about or relating to a Lot unless:

7.1.1 all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the secretary of the Corporation;

7.1.2 such works are undertaken strictly in accordance with those permits, approvals and consents referred to in By-Law 7.1.1; and

7.1.3 such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Occupiers of Lots.

7.2 The owner or Occupier of a Lot must not proceed with any such works until the owner or Occupier:

(a) submits to the Corporation plans and specifications of any works proposed by the owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services of the fire or acoustic ratings of any component of the Building;

(b) supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and compatible with the overall services to the Building and the individual floors;

(c) receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation's approval must be paid by the Corporation or Occupier; and

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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(d) pays the costs referred to in By-Law 7.2(c) to the Corporation.

7.3 The owner or Occupier of a Lot must ensure that the Corporation or Occupier and the owner's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Corporation concerning the method of building operations, means of access, use of common areas and on site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

7.4 The owner or Occupier of a Lot must ensure the owner or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) building materials must not be stacked or stored in the front side or rear of the Building;

(b) scaffolding must not be erected on the Common Property of the exterior of the Building;

(c) construction work times must comply with the local laws of the City of Adelaide;

(d) the exterior and Common Property of the Building must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.

7.5 Before any of the owner's or Occupier's works commence the owner or Occupier must:

(a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Corporation; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Corporation.

7.6 Access shall not be available to other Lots on the plan or Common Property for installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of Common Property.

7.7 The owner or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property or the service or therein which are

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caused by such works and, if the owner or Occupier fails to immediately do so, the body corporate may (in its absolute discretion) make good the damage and dirtying and in that event the proprietor or Occupier shall indemnify and keep indemnified the body corporate against any cost or liabilities incurred by the body corporate in so making good the damage or dirtying.

7.8 The owner or Occupier of a Lot must forthwith make good any damage resulting from such works or, if the body corporate elects to make good any damage itself reimburse to the body corporate the cost of making good any such damage.

8. BY-LAW 8 – SATELLITE DISHES

The owner or Occupier of a Lot must not without the Corporation's approval erect a satellite dish on a lot or the common property and if such approval is obtained such satellite dish must be concealed from view.

9. BY-LAW 9 – OWNER OF LOT MUST MAINTAIN AND REPAIR

9.1 The owner of a Lot must carry out any work ordered by a council or other public authority in respect of the Lot.

9.2 The owner of a Lot must carry out any work required by the Corporation in respect of the Lot.

10. BY-LAW 10 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY

The Occupier of a Lot must keep the Lot in a clean and tidy condition.

11. BY-LAW 11 – BUILDNG INSURANCE

The Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Buildings within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the scheme unless otherwise consented to by the Corporation.

12. BY-LAW 12 – PROHIBITION OF DISTURBANCE

12.1 The Occupier of a Lot must not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

12.2 The Occupier of a Lot must ensure as far as practicable that persons who are brought or allowed on to the Lot or the Common Property by the Occupier do not engage in

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conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

13. BY-LAW 13 – KEEPING OF PETS

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

13.2 An owner or Occupier of a Lot that is granted consent by the Corporation for the keeping of an animal:

(a) must keep the animal within that portion of a Lot comprising the apartment at all times and at no time on the balcony or any part of the Common Property; and

(b) must ensure that at all times that an animal is in transit on the Common Property that it is transported in a container appropriately made for that purpose; and

(c) is responsible for the immediate and consistent cleaning up after the animal; and

(d) is liable to the owners or Occupiers of their 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 animal.

13.3 By-Laws 13.1 and 13.2 apply to any person who brings an animal onto any part of the Community Parcel with the consent (express or implied) of the owner or Occupier of a Lot.

14. BY-LAW 14 – LEASING

14.1 Where a lot holder leases the lot the lot holder must inform the Corporation as to the identity of the lessee.

14.2 The owner of a lot must not, without the Corporation's authorisation, lease the lot, or grant a right of occupation in respect of the lot for valuable consideration, for a period of not less than three (3) days.

14.3 The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these By-Laws and without limiting the generality of the foregoing shall:

(a) ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these By-Laws; and

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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(b) provide every lessee or licensee or other occupier of the lot with a copy of these By-Laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these By-Laws is annexed hereto.

15. BY-LAW 15 – CHANGE IN OWNERSHIP

A Lot Holder must immediately notify the Corporation of:

15.1 any change in ownership of the Lot, or any change in address of a Lot Holder; and

15.2 any change in the occupancy of the Lot.

16. BY-LAW 16 – SALE OF LOT

A person bound by these By-Laws:

16.1 shall ensure that in the event that a Lot 9is to be sold by auction, that the auction must take place wholly within the Lot so as not to cause a disturbance to other persons on the Community Parcel;

16.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and

16.3 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

PART 6 – GENERAL PROVISIONS

17. BY-LAW 17 – DISPLAY OF SIGNS AND ADVERTISEMENTS

A person must not display a sign advertisement on a Lot or the Common Property without the approval of the Corporation.

18. BY-LAW 18 – RUBBISH RECEPTACLES

18.1 The owner or Occupier of a Lot must comply with all requirements of the Corporation with respect to the storage of rubbish and waste materials including without limitation any requirements of the Corporation with respect to the type of receptacle in which rubbish or waste must be stored, the location of such receptacle and the separation of different classes of rubbish and waste.

18.2 Waste deposited in any rubbish receptacle on the Common Property must not be of a nature to allow the creation of offensive odours.

18.3 The owner or Occupier of a Lot must not store a rubbish receptacle on a Lot subsidiary.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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18.4 No rubbish receptacles other than those provided by the Corporation are to be stored on the Common Property.

18.5 Any rubbish receptacles provided by the Corporation are to be used only for the disposal only of ordinary domestic waste.

19. BY-LAW 19 – MAINTENANCE OF WALLS

19.1 The owner or Occupier of a Lot must not without the Corporation's approval effect any penetration whatsoever of any acoustic or fire rated party wall.

19.2 In order to ensure that the requirements of the Building Code of Australia are complied with:

(a) the owner of Occupier of a Lot must not attach to or mount upon any common., shared, acoustic or fire rated wall any television, sound producing or electrical device of any nature;

(b) the Corporation must not, subject to the Act, give approval to vary this By-Law.

(c) If any owner or Occupier breaches this By-Law, the owner of the Lot must within seven (7) days of a notification from the Corporation and/or an adjoining owner, cause (at the owner's own cost) the removal of the object and repair of the wall by a licensed tradesperson under the supervision of a Structural Engineer and/or Acoustic Engineer so that the wall complies with all relevant requirements of the Building Code of Australia.

20. BY-LAW 20 – WINDOW TREATMENTS AND AWNINGS

20.1 The owner or Occupier of a Lot must not without the Corporation's approval install any awning or screen on the balcony of the Lot.

20.2 The owner or Occupier of a Lot must not without the Corporation's approval install any window treatment that may be visible from the exterior of the Lot which is not either black or white or backed by a black or white backing.

21. BY-LAW 21 – PROVISION OF MAINS WATER

21.1 Mains water is supplied to the lots and common property by single connection supplied by The South Australian Water Corporation (SA Water). SA Water will read the meter attached to the connection and invoice the Corporation for water used in accordance with the SA Water's usual practices.

21.2 The owner of each Lot must contribute to the payment of the SA Water invoice according to the lot entitlement.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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22. BY-LAW 22 – PROVISION OF GAS

22.1 If gas is supplied to the lots the retail provider of gas will supply to a single connection and will read the meter attached to the connection and invoice the Corporation for gas used in accordance with the provider's usual practices.

22.2 The owner of each lot will contribute to payment of the gas supply invoice according to the lot entitlement.

22.3 This By-Law shall be of no force or effect if gas is not supplied to the lots.

23. BY-LAW 23 – INDEMNITY AND RELEASE

A person bound by these By-Laws shall:

23.1 indemnify and forever hold harmless the Corporation from and against any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to the negligence of the Corporation; and

23.2 occupy and use and keep the Lot at the risk in all things of the Lot Holder and the Lot Holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except at to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

24. BY-LAW 24 – SERVICES

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

25. BY-LAW 25 – PERMITS

25.1 In any By-Law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.

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

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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25.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.

25.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of committees as it thinks appropriate.

25.5 A permit holder shall comply with each and every condition of the permit.

Each event which is a breach of the permit shall constitute a separate offence under these By-Laws.

25.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.

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

26. BY-LAW 26 – OFFENCES

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

Maximum Penalty: The maximum prescribed under the Act.

27. BY-LAW 27 – BREACH

Where a person bound by these By-Laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

28. BY-LAW 28 – REMOVAL OF PERSONS

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a By-Law in that part.

29. BY-LAW 29 – WAIVER

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

30. BY-LAW 30 – NOTICE

Any notice required to be served under these By-Laws shall be sufficiently served on the Lot Holder if left on the Lot addressed to the Lot Holder or if addressed to the Lot Holder

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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at the last known address of the Lot Holder and forwarded by pre-paid post and if notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

31. BY-LAW 31 – SECURITY OF COMMON PROPERTY

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

32. BY-LAW 32 – NOTIFICATION OF DEFECTS

A proprietor or Occupier of a Lot must promptly notify the Corporation or its Managing Agent on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Corporation.

33. BY-LAW 33 – COMPENSATION TO CORPORATION

The proprietor or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that proprietor or Occupier or their respective tenants, licensees or invitees.

34. BY-LAW 34 – SECURITY KEYS

34.1 The Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

34.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the proprietor or the Corporation.

34.3 A proprietor or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or Occupier and is not disposed of other wise than by returning it to the Corporation.

34.4 A proprietor or Occupier of a Lot must promptly notify the Corporation if a Security Key is lost or destroyed.

34.5 A proprietor of a Lot must surrender all keys or access cards belonging to the Lot or the Building to the Corporation including any duplicate devices/keys on the sale of the Lot and secure the same undertaking from any termination on the termination of any tenancy.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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BY-LAWS
Development No. 020/C014/11

35. BY-LAW 35 – COMPLAINTS AND APPLICATIONS

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Corporation.

36. BY-LAW 36 – STORAGE CAGES

A proprietor or Occupier of a Lot must not install a storage cage without first obtaining written consent of the Corporation, which consent may be refused or granted on certain conditions by the Corporation at its absolute discretion.

37. BY-LAW 37 – NO TRADE OR BUSINESS

The owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business including the sale or offering for sale of any goods or merchandise nor permit others to do so.

38. BY-LAW 38 – AIR CONDITIONING EQUIPMENT

38.1 All air conditioning equipment including condensers which provide air conditioning services exclusively to individual Lots will be situated on the Common Property provided that the ownership of such equipment shall notwithstanding the location of such equipment remain with the owner of the relevant Lot.

38.2 In the event that any air conditioning equipment referred to in By-Law 38.1 of any part thereof including any condenser is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the owner's Lot over the common Property by virtue of the operation of Section 24(1)(c)(i) of the Act.

38.3 The owner of a Lot is responsible for the repair and maintenance of all air conditioning equipment that is installed for the exclusive use of that lot.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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* 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 maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

INSTRUMENT AFFECTED **BY-LAWS** **COMMUNITY CORPORATION NO. 26846 INC**	**PLAN No.** **DEVELOPMENT NO. 020/C014/11**

To the Registrar-General,

I **PETER FREDERICK CROSSMAN** of 26 Neighbour Avenue Goolwa Beach 5214 being an officer of Community Corporation No. 26846 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 5th day of June 2017; 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 13th day of June 2017

.....
PETER FREDERICK CROSSMAN
Presiding Officer

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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10. ADOPTION OF POLICIES

a. Amendment to By-Law 14.2

- To resolve by Special Resolution to amend By-Law 14.2 to; The owner of the Lot must not, without the Corporation's Authorisation, lease the Lot, or grant a right of occupation in respect of the Lot for valuable consideration, for a period of less than three (3) days.

Motion Carried

b. Affirmation of previous policies;

Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

Motion Carried

Disbursements Directions (Correspondence To Owners)
The Body Corporate Manager advised the meeting that disbursement charges could be reduced if Owners elected to have notices distributed by email.

The Corporation resolved that Owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.

Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

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

Failure To Notify Change Of Contact Details
It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owner(s).

Financial Charges
It was resolved that in the event that an owner's payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner

Levy Arrears
Following an overview of the procedures followed to collect overdue levies it was resolved that the following policies and procedures be adopted:

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

2. Accounting Fees
   Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant unit owner.

3. Debt Collection
   That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 5 including legal action, to recover all outstanding monies.

Docusign Envelope ID: 9C79F753-0E9B-89DA-82D4-8A28E07A1D58
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11:38 15-Jun-2017
1 of 1

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 PURPOSES ONLY

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY:
Christine Kaye Crossman
Solicitor

CORRECTION TO: Lempriere Abbott McLeod LAAM

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1. By-Laws (as varied)
2. (Copy) Special Resolution 5/6/17.
3.
4.
5.

PICK-UP NO.	

CORRECTION	PASSED
19/6	
FILED	
	REGISTRAR-GENERAL

Forms Live Sign
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LEMPRIERE ABBOTT MCLEOD
PO BOX 6806
HALIFAX STREET
SA
5000

LTO BOX 349

26 June 2017

CONFIRMATION OF REGISTRATION NOTICE

The following dealings have been registered -

Dealing(s): AMENDMENT/VARIATION OF BY-LAWS 12745282

Title(s):

Registration Date: 26/06/2017

Customer Reference:

Confirmations of registration are attached on the following page(s).

Brenton Pike

Registrar-General

Lands Titles Office

REGISTRAR - GENERAL SOUTH AUSTRALIA

Forms Live Sign
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ABN 71 967 041 422
www.sa.gov.au/landservices

Land Services
Ground Floor, 101 Grenfell St, Adelaide 5000
GPO Box 1354, Adelaide SA 5001, DX 58195
Metro 08 8226 3983, Country 1800 648 176

Government of South Australia
Department of Planning, Transport and Infrastructure

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NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

WATERMAN Property Management

REISA

To

Tenant 1: Siling Chen Tenant 2:

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: Unit 2 28 Storr Street

Street 2:

Suburb: Adelaide State: SA Postcode: 5000

I give you notice that your current lease expires on 21 / 10 / 2025
(insert date)

Your current rent is $ 900.00 per Fortnight
(insert amount) *(insert rental period eg fortnight, calendar month)*

I wish to offer you an extension of your lease for a further 12 months 0 weeks.
(Strike out whichever is not appropriate)

The lease extension will expire on 20 / 10 / 2026 The rent will be increased .
(insert date) *will be increased /will not be increased /will be decrease*

The new rent will be $ 940.00 per Fortnight with the first payment due on 22 / 10 / 2025
(insert amount) *(insert rental period eg fortnight, calendar month)* *(insert date)*

The Terms of your lease are varied as follows and if not varied then remain the same:

☑ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 17 / 07 / 2025 if you wish to accept.
(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17) to end the fixed term agreement.

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NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

WATERMAN Property Management

REISA

Signed by Tenant 1 S. Chen Date: 10/07/2025 08:02

Tenant Name Siling Chen

Signed by Tenant 2 Date:

Tenant Name

Signed by Tenant 3 Date:

Tenant Name

Signed by Tenant 4 Date:

Tenant Name

Signed by Tenant 5 Date:

Tenant Name

Signed by Tenant 6 Date:

Tenant Name

Signed by Tenant 7 Date:

Tenant Name

Signed by Tenant 8 Date:

Tenant Name

Signed by or on behalf of the Landlord B. Pitman Date: 10/07/2025 12:12

☑ Agent as authorised ☐ Landlord

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NOTICE TO TENANT OF RENT INCREASE

WATERMAN Property Management

REISA

To

Tenant 1: Siling Chen

Tenant 2:

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: Unit 2 28 Storr Street

Street 2:

Suburb: Adelaide State: SA Postcode: 5000

I give you notice that the new rent will be increased to $ 940.00 *(insert amount)* per Fortnight *(insert rental period eg fortnight, calendar month)*

with the first payment due on 22 / 10 / 2025 *(insert date)*

Signed by or on behalf of the Landlord B. Pitman Date: 07/07/2025 16:52

☑ Agent as authorised ☐ Landlord

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