Eckermann Property Forms (SA) Pty Ltd T/A Eckermann Property Forms
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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:

2 Purchaser's registered agent: ☐

Address:

3 Vendor: Dion Jay Thorpe

Address: PO Box 1249 Port Lincoln SA 5606

4 Vendor's registered agent: Klemich Real Estate Pty. Ltd. trading as Klemich Real Estate ☑

Address: Suite 1, 245 Fullarton Road, Eastwood, SA 5063

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

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

The land situated at Unit 4/115 Gilbert Street Adelaide SA 5000 and being whole of the land in Certificate of Title Volume 6032 Folio 965 and being whole of Lot 9 Primary Community Strata Plan 25060 in the Area named Adelaide in the Hundred of Adelaide

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 2 of 228

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 1249 Port Lincoln SA 5606

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

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

sold@klemich.com.au

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

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

Suite 1, 245 Fullarton Road, Eastwood, SA 5063

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

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

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

Dion Jay Thorpe

of

PO Box 1249 Port Lincoln SA 5606

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*.

Signed: Signed on Greatforms by:
PSKSMOINF05UQ8COQHKKMYKRP2
Dion Jay Thorpe 11-Oct-2026

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT ☑
(section 9)

To the purchaser:

I,

Eckermann Property Forms (SA) Pty Ltd

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

Exceptions:

Nil

Signed: Signed on Greatforms by:
Cherie Langley
PDOJ1NE0J55T35Y4C7RS5826Q0
Cherie Langley 08-Oct-2026

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 4 of 228

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, <u>but not</u> 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 <u>each</u> 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 <u>all</u> 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.]

FORM 1 - STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land *[**Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**YES**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Annexure A Number of mortgage (if registered): 13734323 Name of mortgagee: Qudos Mutual Ltd.	**YES**
1.2 Easement (whether over the land or annexed to the land) **Note -** "Easement" includes rights of way and party wall rights. *[**Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Annexure D – Page 12 of 13 Description of land subject to easement: The whole of the land in Certificate of Title Volume 6032 Folio 965 Nature of easement: Electricity and Telecommunications Infrastructure – Building Restrictions and Statutory Easements Are you aware of any encroachment on the easement? NO (If **YES**, give details): If there is an encroachment, has approval for the encroachment been given? (If **YES**, give details):	**YES**
1.2 Easement (whether over the land or annexed to the land) **Note -** "Easement" includes rights of way and party wall rights. *[**Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Annexure A Annexure M - Pages 1-4 of 4 Description of land subject to easement: The land marked 'C' as shown on Strata Plan 14261 attached Nature of easement: Together with right(s) of way 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):	**YES**

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 6 of 228

Column 1	Column 2	Column 3
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.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	**YES/NO**
	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. The item and its heading must be included in the statement even if not applicable.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	**YES/NO**
	Names of parties: Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period) Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	

5. *Development Act 1993* (repealed)

5.1 section 42 - Condition (that continues to apply) of a development authorisation ***[Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Annexure C – Pages 5 and 20-33 of 34 Condition(s) of authorisation: Refer Development Numbers DA/605/2006/2, DA/605/2006, LD/21/2008 (020/C016/08 - Unique ID 26778) and LD/3/2009 (DAC: 020/C003/09 - Unique ID: 29406) - as part of the City of Adelaide Council search attached	**YES**

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 7 of 228

Column 1	Column 2	Column 3
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) N/A ***[Note -*** *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments?	**YES/NO**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Nature of condition(s):	
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.]*	***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):* Annexure C – Pages 6 and 17-19 of 34 Annexure D – Page 8 of 13 Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): City Living (CL) Medium-High Intensity (MHI) Airport Building Heights (Regulated) (All structures over 80 metres AHD) Affordable Housing Building Near Airfields Design Hazards (Flooding - Evidence Required) Prescribed Wells Area Regulated and Significant Tree Stormwater Management Signif Retirement Facility Supported Accom Sites Urban Tree Canopy Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES **Note-** For further information about the Planning and Design Code visit *https://code.plan.sa.gov.au*.	
29.2 section 127 - Condition (that continues to apply) of a development authorisation ***[Note -*** N/A *Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments?	**YES/NO**
	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 8 of 228

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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

1 Name of community corporation:
Community Corporation No. 25060 Inc.
Address of community corporation:
115-119 Gilbert Street Adelaide SA 5000

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

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

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
Administration fund = $993.00 per quarter and Sinking fund = $491.00 per quarter. Gas Levy $163 per quarter and Water Levy $78 per quarter. Refer to the particulars supplied by the Community Corporation Section 139 Statement - Annexure I attached

(b) particulars of assets and liabilities of the community corporation:
Refer to the particulars supplied by the Community Corporation Section 139 Statement - Annexure I attached

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
Refer to Minutes of Meeting as part of Section 139 Statement - Annexure I attached

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
Not applicable

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:
785/10000

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

4 Documents supplied by the community corporation that are enclosed:

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

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

YES

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

YES

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

YES

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

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

---

6 The following documents are enclosed:

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

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

7 The following additional particulars are known to the vendor or have been supplied by the community corporation:
The Community Manager has advised there is an upcoming Annual General Meeting for the Community Corporation currently scheduled to occur in July 2027
Refer to the particulars supplied by the Community Corporation Section 139 Statement - Annexure I attached

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

JE Whites Pty. Ltd.

Address:

55 Woodville Road Woodville SA 5011

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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 10 of 228

Particulars relating to environment protection ☑

1—Interpretation

(1) In this and the following items (items 1 to 7 inclusive)–

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of–

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

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

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

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

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

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

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

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity—see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

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

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 11 of 228

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

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

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

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

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

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

NO

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

---

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

NO

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

---

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

NO

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

---

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

NO

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

---

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

NO

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

Note—

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

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 12 of 228

3—Licences and exemptions recorded by EPA in public register

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

Note—

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

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

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

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

The EPA will not provide details about exemptions relating to—

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 13 of 228

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

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

Note—

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 14 of 228

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

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

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

NO

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

NO

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

NO

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

NO

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

NO

Note—

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

6—Further information held by councils

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

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

YES

Note—

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

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

It should be noted that—

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 15 of 228

7—Further information for purchasers

Note—

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

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

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

If—

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

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 16 of 228

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.

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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 17 of 228

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*

the above being identified by pages numbered **1** to **17** inclusive, together with the following annexures and supporting documents (if any):

Annexure A - Certificate of Title to the land

Annexure B - Form R3 – Buyers Information Notice

Annexure C - City of Adelaide Council Search

Annexure D - Property Interest Report (PIR)

Annexure E - Certificate of Emergency Services Levy

Annexure F - Certificate of Land Tax

Annexure G - Certificate of Water and Sewer Charges

Annexure H - Title and Valuation Package

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

Annexure J - Plan of Community Division 25060

Annexure K - By-laws of the Community Scheme 11135128

Annexure L - Office of the Technical Regulator – Response to PIR

Annexure M - Strata Plan 14261

Annexure N - Scheme Description 11135129

SIGNED BY THE PURCHASER:

Date: // Signed:

Date: Signed:

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

Annexure A

CERTIFICATE OF TITLE

CT Volume 6032 Folio 965

Annexure A

LAND SERVICES SA

Product	Register Search (CT 6032/965)
Date/Time	11/09/2026 10:31AM
Customer Reference	
Order ID	20260911002357

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR - GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 6032 Folio 965

Parent Title(s)	CT 6027/20				
Creating Dealing(s)	AP 11135127				
Title Issued	02/04/2009	Edition	4	Edition Issued	04/03/2022
Diagram Reference					

Estate Type

FEE SIMPLE

Registered Proprietor

DION JAY THORPE
OF 49 PARK STREET HYDE PARK SA 5061

Description of Land

LOT 9 PRIMARY COMMUNITY STRATA PLAN 25060
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH RIGHT(S) OF WAY OVER THE LAND MARKED C ON SP 14261 (T 74674)

Schedule of Dealings

Dealing Number	Description
13734323	MORTGAGE TO QUDOS MUTUAL LTD. (ACN: 087 650 557)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
11/03/2009	11135128	BY-LAWS	FILED
11/03/2009	11135129	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

TEXTUAL AMENDMENT VIDE 12121938

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 20 of 228

FORM R3

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 21 of 228

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 22 of 228

Enjoyment

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

Value

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

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

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

Annexure C

LOCAL AUTHORITY SEARCH

CT Volume 6032 Folio 965

Annexure C

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 24 of 228

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: 32045 7

Property Location	**Floor 2 4/115 Gilbert Street,**
Rateable Valuation	$17,800
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$2,157.60**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-539.40
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$1,618.20**

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 25 of 228

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

ECKERMANN FORMS (SA) P/L
PO Box 7340, HUTT STREET SA 5000

Dear Sir/Madam

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

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

Date Received	11 September 2026
Receipt Number	7185736
Document Issue Date	18 September 2026
Property Address	Floor 2 4/115 Gilbert Street, ADELAIDE SA 5000
Property Description	Lot 9 CP 25060
Property Titles	CT-6032/965
Owner of Property	Mr D J Thorpe

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 26 of 228

Date: 18 September 2026

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

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

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

ABN 20 903 762 572

Dear Sir/Madam,

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

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

Title Reference	CT-6032/965
Owner Name	Mr D J Thorpe
Address of Property	Floor 2 4/115 Gilbert 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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 27 of 228

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

CITY OF ADELAIDE

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

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

ABN 20 903 762 572

Name: ECKERMANN FORMS (SA) P/L

Address: PO Box 7340, HUTT STREET SA 5000

File reference:

Phone number:

Certificate of Title:	CT-6032/965
Property Description:	Lot 9 CP 25060
Property Address:	Floor 2 4/115 Gilbert Street, ADELAIDE SA 5000
Previous Owner: **(Full names)**	Mr D J Thorpe
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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 28 of 228

PRESCRIBED INFORMATION

Address: ***Floor 2 4/115 Gilbert Street, ADELAIDE SA 5000*** ***Reference:*** ***2000/00354-2***

Certificate of Title: ***CT-6032/965*** ***Dated:*** ***18 September 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):~~

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 29 of 228

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**

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 30 of 228

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:~~

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 31 of 228

	~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~Name of relevant authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Names of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~
~~section 46—Prohibition order~~	~~Date of order:~~

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 32 of 228

	~~Name of authority or person who served order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
~~Section 10 – Notice of intention to acquire~~	~~Date of notice:~~ ~~Name of Authority who served notice:~~ ~~Description of land intended to be acquired (as described in the notice):~~

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 33 of 228

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Local Government Act 1999	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
~~Section 30 – Nuisance or litter abatement notice~~	~~Date of notice:~~ ~~Notice issued by:~~ ~~Nature of requirements contained in notice:~~ ~~Time for carrying out requirements:~~
Planning, Development and Infrastructure Act 2016	
~~section 141 – Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 34 of 228

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed the authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~Part 16~~	~~Date of commencement of proceedings:~~

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 35 of 228

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Division 1 – Proceedings~~	~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~section 213 – Enforcement notice~~	~~Date notice given:~~ ~~Name of designated authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 214(6), 214(10) or 222- Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Name of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
Confirmed – Building/development section:	

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 36 of 228

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92-Notice~~	~~Date of notice:~~ ~~Name of Council or other relevant authority giving notice:~~ ~~Requirements of notice~~
~~South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

PRESCRIBED INFORMATION

Other charges	
~~Charge of any kind affecting the land (not included in another item)~~	~~Person or body in whose favour charge exists:~~ ~~Nature of charge:~~ ~~Amount of charge (if known):~~

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 38 of 228

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.....

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 39 of 228

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

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

*YES/~~NO~~ **Refer to Attachment**

Note—

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

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

It should be noted that—

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

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

Data Extract for Section 7 search purposes

Valuation ID 0212784353

Data Extract Date: 18/09/2026

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: C25060 FL9

Certificate Title: CT6032/965

Property Address: UNIT 4 115 GILBERT ST ADELAIDE SA 5000

Zones

City Living (CL)

Subzones

Medium-High Intensity (MHI)

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 80 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.

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

Signif Retirement Facility Supported Accom Sites

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 42 of 228

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 43 of 228

Attachment – Development Conditions

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **31-May-2007** Application Registered On: **31-May-2007**	File Reference: **F/DA/0605/2006/2** Contact Officer: **Mike Chang 8203 7488**

Application:	DA/605/2006/2
Applicant:	FORME PROJEX P/L
Location:	115 - 127 Gilbert Street, ADELAIDE SA 5000
Description:	Demolish existing buildings and construct a 3 storey apartment building containing 12 apartments and one commercial tenancy with 14 car parks, 6 X 3 storey townhouses with garages and 5 X 3 storey townhouses with garages and rooftop decks - Stage 2 - Final stage

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**	**4 December 2006**	**14**
Provisional Building Rules Consent	**Granted**	**29 May 2007**	**3**
Encroachment Consent	**Granted**	**26 June 2007**	**1**
Development Approval	**Granted**	**26 June 2007**	**18**

~~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: **26 June 2007**

Signed: .....

Date: 26/6/2007

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[**8**] Sheets Attached

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 44 of 228

ADELAIDE CITY COUNCIL

Application: DA/605/2006/2

Applicant: FORME PROJEX P/L

Location: 115 - 127 Gilbert Street, ADELAIDE SA 5000

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. **The development granted Provisional Development Plan Consent 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 plans and details submitted.

2. **External materials, finishes and colours of the building or structure shall be consistent with the description and details hereby granted Provisional Development Plan Consent. Prior to the issue of Provisional Building Rules Consent, the Applicant shall submit to Council a schedule and samples of the selection of all external materials and surface finishes to demonstrate consistency with this Provisional Development Plan Consent.**

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

3. **Building levels, site levels and back of footpath levels shall be submitted and approved by Council prior to Provisional Building Rules Consent and thereafter shall be maintained to the satisfaction of Council.**

Reason: The Corporation of the City of Adelaide WILL NOT adjust footpath levels to suit finished building levels. The existing footpath levels are to be retained and entrance levels of the development must meet the existing back of footpath.

4. **Final details of stormwater retention, detention, reuse and disposal arrangements shall be submitted and approved by Council prior to Provisional Building Rules Consent and thereafter shall be maintained to the satisfaction of Council. Where disposal is required, the following requirements shall be complied with:**

- **The connection of storm water to any part of Council's underground drainage system shall be in accordance with the attached guidelines.**
- **The applicant must ensure that storm water run off from the proposed balconies is contained within the balcony perimeter, collected and discharged to the building storm water system. All down pipes required to discharge the balcony storm water run off must be installed within the property boundary.**

For further clarification or additional information please contact Council's Customer Services Centre on 8203 7203.

Reason: To ensure that adequate provision is made for the collection, retention, reuse and disposal of stormwater.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 45 of 228

5. **Prior to Provisional Building Rules Consent being issued, final details of the type, location and noise generation of air-conditioning plant and equipment to ensure plant and equipment is located to minimise noise and visual shall be to the reasonable satisfaction of Council.**

Reason: To ensure that the development does not unduly diminish the enjoyment of other land in the locality.

6. **Privacy screening devices to a minimum height of 1.6 metres shall be installed to the southern and western elevations of the roof top decks of the townhouses. The privacy screening shall be installed prior to occupation of the building and thereafter shall be maintained to the reasonable satisfaction of the Council.**

Reason: To ensure that the development does not unduly diminish the enjoyment of other land in the locality.

7. **Landscaping as indicated on the approved plans shall be maintained in good health and condition to the satisfaction of Council. Any dead or diseased plants or trees should be replaced to the reasonable satisfaction of Council.**

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

8. **Final details of the location of visual and acoustic screening of the roof top plant area shall be provided to the reasonable satisfaction of Council prior to or at the time of application for Provisional Building Rules Consent.**

Reason: To ensure that the new development does not unreasonably diminish the privacy of residents in adjoining properties.

9. **Final details of the solar glazing for windows shall be provided to the reasonable satisfaction of Council prior to or at the time of application for Provisional Building Rules Consent.**

Reason: To ensure that the development is adequately protected from noise intrusion and heat loss/gain.

10. **The internal balconies, over the internal driveway shall have advisory signs or marking placed on them to advise motorists of the low clearance.**

Reason: To ensure that drivers of vehicles within the site are sufficiently notified of low clearances.

11. **An Environmental Site Assessment Report shall be undertaken and submitted to Council and any necessary remediation work shall be undertaken such that the site is suitable for the proposed use, satisfying all administrative requirements of the Environment Protection Authority including provision to Council of an Environmental Management Plan for the safe and accountable disposal of excavated material, prior to Provisional Building Rules Consent.**

Reason: To ensure the site is suitable for the proposed use of the site.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 46 of 228

12. Pursuant to any necessary decontamination, an Environmental Auditor shall complete a Site Audit Report and confirm the suitability of the site for the proposed use, satisfying all administrative requirements of the EPA relating to a site contamination Audit. A copy of the site validation report shall be submitted to Council prior to Development Approval.

Reason: To ensure the site is suitable for the proposed use of the site.

13. The automatic entry gate into the internal driveway shall be a visually permeable metal design to permit pedestrian observation the reasonable satisfaction of Council.

Reason: To ensure an adequate level of pedestrian safety is maintained at the vehicular entry to the development from Hurman Street.

14. In accordance with the undertaking submitted by the applicant dated 24 November 2006, rubbish removal for the units fronting Gilbert Street and the units on the southern portion of the site shall occur on alternate collection weeks.

Reason: To ensure that the development does not generate an unreasonable amount of waste for the rubbish collection system.

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

Private Certifier Katnich Dodd imposes 3 conditions (Ref: PC32769)

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 47 of 228

ADELAIDE CITY COUNCIL

Application: DA/605/2006/2

Applicant: FORME PROJEX P/L

Location: 115 - 127 Gilbert Street, ADELAIDE SA 5000

CONDITIONS OF ENCROACHMENT CONSENT

The encroachments over the public realm that are covered by this consent are listed as follows:

Type of Encroachment	Area (m^2)
4 Balconies at first floor level fronting 115-119 Gilbert Street, Adelaide 2 / 3.1 x 0.5m = $3.1m^2$ 2 / 3.1 x 1.0m = $6.2m^2$	$9.3m^2$

Condition:

Encroachment Consent

Lighting to the proposed awning shall be in accordance with Council's **Under Verandah/Awning Lighting Guidelines**. The lighting installation is to be operated during the hours of darkness and associated maintenance and operating costs including electricity charges are the responsibility of the property owner and shall be to the satisfaction of the Asset Manager Lighting and Undergrounding.

Note:

There may be additional conditions or annual licence fees applicable subject to assessment and issue of a separate street occupation permit by the Council's City Services Division.

If you need further advice on this matter, please contact City Services on 8203 7341 for assistance.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 48 of 228

Reference No: PC32769

DECISION NOTIFICATION FORM

For Development Application Dated : Registered On : Development No: DA/605/2006

To: FORME PROJEX
234 WAYMOUTH STREET
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:
House No: 115-127 Lot No: Street: GILBERT STREET Suburb: ADELAIDE
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

DEMOLISH EXISTING BUILDINGS AND CONSTRUCT 3 STOREY APARTMENT BUILDING, 6 X 3 STOREY TOWNHOUSES WITH GARAGES & 5 X 3 STOREY TOWNHOUSES WITH GARAGES & ROOFTOP DECKS **STAGE 2 – FINAL STAGE - 6 X 3 STOREY & 5 X 3 STOREY TOWNHOUSES WITH GARAGES & 3 STOREY APARTMENT BUILDING**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	----	----	----
PROVISIONAL BUILDING RULES CONSENT	29/5/07	3	----
LAND DIVISION (TORRENS / STRATA)	----	----	----
PUBLIC SPACE	N/A	----	----
OTHER	N/A	----	----
	----	* See notes	----

If applicable, the details of the **building classification** and the approved **number of occupants** under the Building Code are attached.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

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

Signed:
Date: 29 May, 2007

( ) Development Assessment Commission or Delegate
( ) Council Chief Executive Officer or Delegate
(*) **Private Certifier (V)**

(3) Sheets Attached

KATNICH DODD

IAN DODD Director
PETER HARMER Director
VIC BARONE Associate

20 Greenhill Road
Wayville SA 5034
Postal PO Box 109
Goodwood SA 5034

Telephone 08 8273 0888
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www.katnichdodd.com.au

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 49 of 228

PC32769

KD

DEVELOPMENT ACT, 1993
CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

BUILDING WORK:	DEMOLISH EXISTING BUILDINGS AND CONSTRUCT 3 STOREY APARTMENT BUILDING, 6 X 3 STOREY TOWNHOUSES WITH GARAGES & 5 X 3 STOREY TOWNHOUSES WITH GARAGES & ROOFTOP DECKS **STAGE 2 – FINAL STAGE - 6 X 3 STOREY & 5 X 3 STOREY TOWNHOUSES WITH GARAGES & 3 STOREY APARTMENT BUILDING**
SITE ADDRESS:	115-127 GILBERT STREET ADELAIDE
APPLICANT:	FORME PROJEX
OWNER:	FORME PROJEX
CLASSIFICATION:	1a, 2, 6 & 10a
RISE IN STOREYS:	3
TYPE OF CONSTRUCTION:	A
DEVELOPMENT APPLN:	DA/605/2006

CONDITIONS

1..The engineer shall inspect and certify that the proposed fill satisfies the requirements of "Certified Controlled Fill" details of which shall be submitted to and approved by the *certifier* prior to the placement of the reinforcement into the footings

BCA-B

2..The set down and drainage provisions to all balconies shall be in accordance with the manufacturers recommendations

BCA-P2.2.2

3..The doors separating the car park from the common lobbies to the apartment building shall be self closing -/120/30 fire doors and shall be provided with signage as required by Part D2.23 of the BCA

BCA-C3.5

Notes:

The certified drawings/ documents will be issued by the Council with the notification of development approval.

The proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

The *Fire Hazard Properties* of wall, floor and ceiling linings, and air-handling ductwork shall comply with Clause C1.10 of the BCA.

Fire precautions must be taken during construction in accordance with BCA-E1.9. The builder must also ensure, once the method of construction has been determined, that the design of the building/structure adequately accommodates the anticipated *construction activity actions.*

The BCA does not contain deemed-to-satisfy provisions for demolition works.
The applicant should liaise separately with the relevant authority and the SafeWork SA business unit of DAIS.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 50 of 228

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74

SCHEDULE OF ESSENTIAL SAFETY PROVISIONS: Regulation 76 requires that the relevant authority on granting provisional rules consent, issue a schedule that specifies the essential safety provisions for the building and the standards or requirements for the maintenance and testing in respect each of those essential safety provisions set out in Minister's Specification SA 76. The items to be inspected or tested are detailed on the attached schedule.

Proof of maintenance must be provided to Council each calendar year by the building owner.

CERTIFICATE OF OCCUPANCY: A new Certificate of Occupancy is required to be issued in relation to the proposed development. Katnich Dodd will, before granting a certificate of occupancy, require:

1. a *Statement of Compliance* from the licensed building work contractor who carried out the relevant work or who was in charge of carrying out the relevant work; or if there is no such licensed building work contractor- from a registered building work supervisor or private certifier all in accordance with the attached pro-forma, which must also be signed by the owner of the relevant land, or by someone acting on his or her behalf; and
2. a certificate of compliance for each essential safety provision, in the appropriate form under schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work; and
3. Where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, the "wet" and/or "dry" report(s) from the fire authority as to whether those facilities have been installed and operate satisfactorily.

PLEASE ENSURE THAT THESE FORMS ARE PASSED ON TO THE BUILDER.

The certificate of occupancy will prescribe the following maximum number of occupants

STOREY	PORTION	CLASSIFICATION	PERSONS
Ground	Retail	6	10
Ground	Carpark	7a	---
First – Third	Apartments	2	---

For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60

Pursuant to the Local Government Act, the builder may be required to erect and maintain hoardings and platforms for the protection of the public on adjoining streets and footpaths as directed by the Council.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

The box gutter, rainhead and overflow shall be constructed in accordance with AS/NZS 3500.3 – Stormwater drainage. The hydraulic capacity of the overflow device shall be not less than the design flow of the associated gutter outlet.

AS3660.1- 'Termite Management - New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 51 of 228

deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

Building work adjacent to a property boundary and/or existing structure is proposed and this may compromise the effectiveness of the termite barrier. Documentation on the limitations of the termite barrier installed in this regard should be provided to the building owner.

The footings have only been checked for compliance with the minimum allowable requirements prescribed in AS2870. The owner is advised to refer to the footing construction report or seek advice from the engineer in this matter.

The owners attention should be drawn to Appendix B of AS 2870 'Performance Requirements and Foundation Maintenance'

Particular care should be exercised to ensure that the plumbing and perimeter paving is installed in accordance with the requirements of AS 2870 and engineers details.

The existing damp-proof membrane must not be bridged by the new work.

Wet area details including floor grades, set-downs and water resistant surfaces shall comply with Minister's Specification SA F1.7-2004 & AS3740 Waterproofing of wet areas within residential buildings; including provision of drainage flanges.

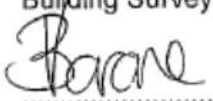
The requirements of Minister's Specification SA83 must be complied with if partial or staged occupation of the building is proposed.

The assessment of the timber framing has been based on the understanding that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4

Existing glass in doors, side panels and other human impact areas shall be assessed by the glazier for compliance with Section 5 of AS1288 - 2006 Glass in Buildings. The applicant is advised that to comply with the Occupational Health Welfare and Safety Act any glass that does not meet the current requirements should be replaced.

IMPORTANT: This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines), the Occupational Health, Safety & Welfare Act, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors



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Vic Barone
29 May, 2007

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 52 of 228

Reference No: PC32769

ALTERNATIVE SOLUTION
ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

BUILDING WORK:	DEMOLISH EXISTING BUILDINGS AND CONSTRUCT 3 STOREY APARTMENT BUILDING, 6 X 3 STOREY TOWNHOUSES WITH GARAGES & 5 X 3 STOREY TOWNHOUSES WITH GARAGES & ROOFTOP DECKS
SITE ADDRESS:	115-127 GILBERT STREET ADELAIDE
APPLICANT:	FORME PROJEX
OWNER:	FORME PROJEX
CLASSIFICATION:	1a, 2, 6 & 10a
RISE IN STOREYS:	3
TYPE OF CONSTRUCTION:	A
DEVELOPMENT APPLN:	DA/605/2006

Performance requirement	Deemed to satisfy	Alternative solution
CP1	BCA-Spec C1.1 – Table 4	To permit C1 to have a 2hr FRL in lieu of 3hr
EP1.3	BCA-E1.3	To permit the use of a street plug in lieu of an onsite hydrant and booster system
EP1.1	BCA-E1.4	To delete the requirements of fire hose reels serving the apartment level
FP5.1	BCA-F5.4	To permit the ceiling to the carpark to be provided without plasterboard and insulation as per the remaining levels

ASSESSMENT METHOD (Refer BCA Introduction.)

- ☐ Documentary evidence as described in A2.2
- ☐ Verification Methods
  Verification methods may include the following:
  (a) Calculations - using analytical methods or mathematical models.
  (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
  (c) Other methods accepted by the relevant authority.
- ☑ Comparison with Deemed-to Satisfy Provisions
  Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.
- ☐ The opinions of suitably qualified and experienced technical experts

SUPPORTING DOCUMENTATION

- Correspondence from Gascoigne Consultants dated 14th March 2007 & 24th May 2007
- Correspondence from Tectvs date 28th March 2007
- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" 11597/55048 dated 25th May 2007
- Correspondence from Bassett Acoustic dated 22nd May 2007

REASONING

The introduction of a non required sprinkler system will provide a comparative level of life and property safety compared to that of a building complying with the deemed to satisfy requirements of the Building Code of Australia
The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

Katnich Dodd
Building Surveyors

.....

Vic Barone
29 May, 2007

Attachment – Development Conditions

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 53 of 228

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **24 Jun 2008** Application Registered On: **24 Jun 2008**	File Reference: **F/LD/0021/2008** Contact Officer: **Edouard Pool 8203 7261**

Application:	LD/21/2008 (020/C016/08 – Unique ID 26778)
Applicant:	FORME PROJEX P/L
Description:	Community Titles - Create 2 titles from 1
Location:	Development Site, 115-119 Gilbert 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**	**29 September 2008**	**1**
Community Title Consent	**Granted**	**29 September 2008**	**2**
Development Approval	**Granted**	**29 September 2008**	**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: **29 September 2008**

Signed: .....

Date: 2/10/2008

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[2] Sheets Attached

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 54 of 228

PRESCRIBED INFORMATION

ADELAIDE CITY COUNCIL

Application: LD/21/2008 (020/C016/08 – Unique ID 26778)

Applicant: FORME PROJEX P/L

Location: Development Site, 115-119 Gilbert Street, ADELAIDE SA 5000

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

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

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

CONDITIONS OF LAND DIVISION CONSENT

1. **Payment of $8,250 shall be made into the Planning and Development Fund (2 strata lots @ $4,125 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.**

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.**

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 55 of 228

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **28 Jan 2009** Application Registered On: **28 Jan 2009**	File Reference: **F/LD/0003/2009** Contact Officer: **Edouard Pool 8203 7261**

Application:	LD/3/2009 (DAC: 020/C003/09 - Unique ID: 29406)
Applicant:	FORME PROJEX P/L
Description:	Community titles - create 13 titles from 2.
Location:	115-119 Gilbert 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**	**3 March 2009**	**1**
Community Title Consent	**Granted**	**3 March 2009**	**3**
Development Approval	**Granted**	**3 March 2009**	**4**

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

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

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

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

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

Date of Decision: **3 March 2009**

Signed: .....

Date: 3/3/09

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[2] Sheets Attached

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 56 of 228

ADELAIDE CITY COUNCIL

Application: LD/3/2009 (DAC: 020/C003/09 - Unique ID: 29406)

Applicant: FORME PROJEX P/L

Location: 115-119 Gilbert Street, ADELAIDE SA 5000

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. **The development granted Development Plan Consent 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 plans and details submitted.

CONDITIONS OF LAND DIVISION CONSENT

1. **Payment of $49423 shall be made into the Planning and Development fund (11 strata lots @ $4493/strata lot). 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. **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.

3. **Two copies of 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 57 of 228

ATTACHMENTS

Attachment - Change of Use

DA/35/2000, make alterations and change the use from office to light support industry

DA/605/2006, Demolish existing buildings and construct a 3 storey apartment building containing 12 apartments and one commercial tenancy with 14 car parks, 6 X 3 storey townhouses with garages and 5 X 3 storey townhouses with garages and rooftop decks

DA/807/2008, Fitout to vacant shop and use as hairdressing salon - tenancy 1.

ADVICE ONLY

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 58 of 228

PROPERTY INTEREST REPORT

CT Volume 6032 Folio 965

Property Interest Report

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

Title Reference	CT 6032/965	**Reference No.**	2817695
Registered Proprietors	D J*THORPE	**Prepared**	11/09/2026 10:31
Address of Property	Unit 4, 115 GILBERT 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 will respond with details relevant to this item** 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 is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property.
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.

Annexure E

ESL CERTIFICATE

CT Volume 6032 Folio 965

Annexure E

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: 2817695

DATE OF ISSUE
11/09/2026

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

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

OWNERSHIP NUMBER	OWNERSHIP NAME
15028313	D J THORPE

PROPERTY DESCRIPTION

U4 115 GILBERT ST / ADELAIDE SA 5000 / LT 9 C25060 UNIT 9

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0212784353	CT 6032/965	$680,000.00	1.000	0.400

LEVY DETAILS:			
	FIXED CHARGE	$	50.00
	+ VARIABLE CHARGE	$	215.40
FINANCIAL YEAR	- REMISSION	$	127.30
2026-2027	- CONCESSION	$	0.00
	+ ARREARS / - PAYMENTS	$	-138.10
	= AMOUNT PAYABLE	$	0.00

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certficate will be issued free of charge. It is not the due date for payment.

EXPIRY DATE 10/12/2026

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

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

BPAY Biller Code: 456285 Ref: 7023965317 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 75 of 228

LAND TAX CERTIFICATE

CT Volume 6032 Folio 965

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: 2817695

DATE OF ISSUE
11/09/2026

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

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

OWNERSHIP NAME
D J THORPE

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
U4 115 GILBERT ST / ADELAIDE SA 5000 / LT 9 C25060 UNIT 9

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0212784353	CT 6032/965	$112,000.00	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 10/12/2026

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

BPAY Biller Code: 456293 Ref: 7023965226 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.

Annexure G

SA WATER CERTIFICATE

CT Volume 6032 Folio 965

Annexure G

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 79 of 228

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 12784 35 3	CT6032965	11/9/2026	7793	2817695

ECKERMANN FORMS
PO BOX 191
CAMPBELLTOWN SA 5074
searches@eckermannforms.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: DJ THORPE
Location: U4 115 GILBERT ST ADELAIDE LT9 C25060
Description: APT/G **Capital Value:** $ 680 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/7/2009	Water rates	:	88.00
Sewer main available:	1/7/2009	Sewer rates	:	103.85
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	191.85CR
		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 12782 81 7.

The Water Use apportionment option is Nil.

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

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

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

SA Water

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 81 of 228

SA Water

South Australian Water Corporation

Name:
DJ THORPE

Water & Sewer Account
Acct. No.: **02 12784 35 3**

Amount: _____

Address:
U4 115 GILBERT ST ADELAIDE LT9
C25060

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0212784353

Biller code: 8888
Ref: 0212784353

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: 0212784353

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 82 of 228

TITLE VALUATION PACKAGE

CT Volume 6032 Folio 965

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 83 of 228

Certificate of Title

Title Reference	CT 6032/965
Status	CURRENT
Easement	YES
Owner Number	15028313
Address for Notices	POST OFFICE BOX 1249, PORT LINCOLN, SA 5606
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

DION JAY THORPE
OF 49 PARK STREET HYDE PARK SA 5061

Description of Land

LOT 9 PRIMARY COMMUNITY STRATA PLAN 25060
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 11196451
Dealing Date	29/05/2009
Sale Price	$390,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13734323	QUDOS MUTUAL LTD. (ACN: 087 650 557)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0212784353	CURRENT	Unit 4, 115 GILBERT STREET, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

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NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
11/03/2009 11:18	11135128	BY-LAWS	FILED
11/03/2009 11:18	11135129	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

TEXTUAL AMENDMENT VIDE 12121938

Administrative Interests

NIL

Valuation Record

Valuation Number	0212784353
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2009
Property Location	Unit 4, 115 GILBERT STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	DION JAY THORPE
Owner Number	15028313
Address for Notices	POST OFFICE BOX 1249, PORT LINCOLN, SA 5606
Zone / Subzone	CL - City Living \ MHI - Medium-High Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1322 - Second Floor Home Unit
Description	APT/G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C25060 LOT 9	CT 6032/965

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$112,000	$680,000			

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	11/09/2026 10:31AM
Customer Reference	
Order ID	20260911002357

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$106,000	$620,000			

Building Details

Valuation Number	0212784353
Building Style	High Quality Conventional
Year Built	2008
Building Condition	Very Good
Wall Construction	Glass
Roof Construction	Steel Decking
Equivalent Main Area	120 sqm
Number of Main Rooms	4

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

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Annexure I

COMMUNITY/STRATA SEARCH

CT Volume 6032 Folio 965

Annexure I

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 87 of 228

JE Whites Strata & Community Management
55 Woodville Road, Woodville
Ph (08) 8444 6444
Site www.jewhites.com.au

STATEMENT PURSUANT TO SECTION 139
OF THE *COMMUNITY TITLES ACT 1996*
Date of Statement: **15 September 2026**

Community Lot in respect of which the Statement is issued: Lot **9** in **Community Plan No. 25060 at 115-119 Gilbert Street, ADELAIDE SA 5000**

Person requesting certificate: **Name:** **Eckermann Property Forms**
Address: **1 Sudholz Road, Gilles Plains SA 5086**

The Community corporation certifies the following with respect to the Lot being the subject of this Statement:
Administrative fund – contributions payable by regular periodic instalments or lump sum
Number of instalments payable per year (if contributions payable by instalments): 7
Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date Due
$993.00	01Sep 2026 to 30 Nov 2026	16 Sep 2026
$993.00	01 Dec 2026 to 28 Feb 2027	01 Dec 2026
$163.00	Gas Levy 01.12.26 to 28.02.27	01 Dec 2026
$78.00	Water Levy 01.12.26 to 28.02.27	01 Dec 2026
$993.00	01 Mar 2027 to 31 May 2027	01 Mar 2027
$163.00	Gas Levy 01.03.27 to 31.05.27	01 Mar 2027
$78.00	Water Levy 01.03.27 to 31.05.27	01 Mar 2027
$993.00	01 Jun 2027 to 31 Aug 2027	01 Jun 2027
$163.00	Gas Levy 01.06.27 to 31.08.27	01 Jun 2027
$78.00	Water Levy 01.06.27 to 31.08.27	01 June 2027

Amount owing $0.00
Interest due on unpaid levies $0.00
Amount in credit for prepaid levies $1,234.00

Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)
Number of instalments payable per year (if contributions payable by instalments): 7
Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date Due
$491.00	01 Sep 2026 to 30 Nov 2026	16 Sep 2026
$432.00	CCTV Security Alarm Levy	01 Oct 2026
$491.00	01 Dec 2026 to 28 Feb 2027	01 Dec 2026
$491.00	01 Mar 2027 to 31 May 2027	01 Mar 2027
$491.00	01 Jun 2027 to 31 Aug 2027	01 Jun 2027

Amount owing $0.00
Interest due on unpaid levies $0.00
Amount in credit for prepaid levies $497.15

Particulars of Assets and Liabilities of the Corporation
Please refer to the copy of the Balance Sheet attached, at the date of this Statement.

Particulars of any Expenditure
(a) Incurred by the Corporation
As per the minutes provided.
……..

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute
As per the Minutes provided.

Insurance policies
Particulars of all insurance policies taken out by the community corporation.

Policy No. POL11231470 Strata Community Insurance
Type: Building Broker:

Premium: $11,082.16 Paid on: 12/08/2026 Policy start date: 15/08/2026 Next due: 15/08/2027

Cover	*Sum insured*	*Excess*
Building	$6,735,000.00	$1,000.00
Common Area Contents	$67,350.00	$0.00
Loss Of Rent/Temp. Accom.	$1,010,250.00	$0.00
Public Liability	$30,000,000.00	$0.00
Voluntary Workers	$300,000.00	$0.00
Fidelity Guarantee	$250,000.00	$0.00
Office Bearers Liability	$5,000,000.00	$0.00
Catastrophe	$1,010,250.00	$0.00
Government Audit Costs	$25,000.00	$0.00
Appeal Expenses	$100,000.00	$0.00
Legal Defence Expenses	$50,000.00	$0.00
Lot Owners' Fixt & Improv	$300,000.00	$0.00
Excess		$1,000.00

Documents Supplied

- Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- Statement of Accounts of the corporation last prepared by the corporation
- The Articles for the time being in force
- The current policies of insurance taken out by the corporation

Payments
Settlement fees can be paid using the following details:

Biller Code: 96503
Ref: 23620277685609

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

We advise you to contact the Office prior to settlement to get any updates. ***Upon settlement, the Purchaser should contact the office ASAP to ensure that their contact information is updated in our system, and levies can be paid without reminder and arrears fees being applied.***

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

JE Whites takes no responsibility for the accuracy of any documents provided, which have been sourced from archived records prior to our management.

This Statement was prepared on behalf of Community Corporation 25060 Inc. by,

Debbie McDonald on behalf of

Lisa Johnstone
J E Whites Pty Ltd
55 Woodville Road
Woodville SA 5011

COMMUNITY CORPORATION 25060 INC.
115-119 Gilbert Street, ADELAIDE SA 5000

Minutes of the Annual General Meeting held at JE Whites Office - 55 Woodville Road, Woodville
on Tuesday, 22 September 2026, commencing at 06:00 PM

1 ATTENDANCE, PROXIES, QUORUM & CHAIRPERSON

Present:

Unit 2/115 (Lot 5) - C Hewitt and guest, Sam
Unit 3/115 (Lot 10) - P Brady
Unit 3/119 (Lot 8) - R Zappia
Unit 4/119 (Lot 7) - H Ludbrook
Unit 5/115 (Lot 14) - P Lim
Unit 5/119 (Lot 12) - M Lumb
Unit 6/119 (Lot 11) - M Giameos

Proxies:

Unit 1/119 (Lot 4) - A Difabio & A Difabio to the representative of JE Whites
Unit 2/119 (Lot 3) S Millsteed to Patrick Lim
Unit 4/115 (Lot 9) - D Thorpe to Patrick Lim
Unit 6/115 (Lot 13) - K Rutland to the representative of JE Whites

Apologies:

Nil

PROCEEDINGS

Quorum:

Lisa Johnstone of JE Whites opened the meeting and confirmed a quorum was present either in-person or by proxy.

Declaration of Interest

All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These interests may be either direct or indirect in nature.

Members Advice

Members will find in the documentation of the Minutes several sections that are recorded at each meeting. As they are repeated from year to year, they may not be discussed in the same extent as actually recorded, but appear for the benefit of newcomers to the Corporation.

Members will find additional information attached to the final page of the minutes. This information is pertinent to the continued management of your Corporation, and is for the benefit of all Corporation Members.

ELECTION OF CHAIRPERSON

It was resolved that Lisa Johnstone of JE Whites assist the Corporation in chairing the meeting.

2 CONFIRMATION OF PREVIOUS MINUTES

The Minutes of the previous meeting dated 27/05/2026 and sent to Members were accepted as a true and correct account of proceedings with no business arising. Motion carried.

3 CONFIRMATION OF FINANCIAL STATEMENTS

The financial statements prepared for the Corporation at the close of the financial year, and circulated to all Members were tabled and the Chairperson invited Members to comment. The financial statements were accepted. Motion carried.

Tax and Audits

Legislation requires each Corporation to lodge an annual tax return; legislation further requires that the Corporation's trust account is audited annually by an accredited auditor. The audit for 2026 was undertaken by Perks Accountants & Wealth Advisers of 8/81 Flinders St, Adelaide, and a copy of the report is available to all members and can be viewed at the JE Whites office.

4 INTEREST CHARGED ON OVERDUE CONTRIBUTIONS/LEVIES

That in accordance with the Act, the Corporation will apply arrears interest of 15% per annum calculated daily, in the event payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 28 days of the due date.

The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.

Motion carried.

5 RECOVERY OF OVERDUE CONTRIBUTIONS/LEVIES

That the Corporation resolve to adopt the following policies and procedures UNTIL 30 NOVEMBER 2026:

Accounting Fees

Members are to be charged an accounting fee of $11.00 (Inc GST) by the Body Corporate Manager for any accounts greater than 28 days overdue.

Debt Collection

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 at a fee of $22.00 (Inc GST). The account would have to be at least 3 months overdue. The Presiding Officer will be contacted prior to any court action.

And to further resolve that FROM 1 DECEMBER 2026, the Corporation adopts the following new debt recovery policy:

That in accordance with the Act, JE Whites is authorised to take all necessary steps to recover overdue contributions, levies, penalties, and associated recovery costs on behalf of COMMUNITY CORPORATION 25060 INC. This includes, without requiring further approval, engaging a debt recovery agency to initiate legal proceedings against members in arrears.

JE Whites will apply a charge to the debtor when a first arrears notice is issued, which occurs if a contribution, levy, or instalment remains unpaid 28 days after its due date. An additional charge also applies when instructions are issued to a debt recovery agency.

The Corporation resolves that any fees incurred from third-party providers during the recovery process will be passed on to the debtor at cost.

Any arrears existing at the time this new policy takes effect (1 December 2026) which are greater than 56 days overdue will immediately be referred to debt collection by the Manager without further approval. Existing payment arrangements in place at that time will continue and will be exempt from referral to debt collection, provided the debtor complies with the agreed terms. If a debtor defaults on

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 92 of 228

their payment arrangement, the account will be referred to debt collection without further notice.

Owners are advised of the following debt recovery process:

1. **Contribution Notice:** Owners are issued their contribution notice approximately 3 weeks before the due date.
2. **Reminder Notice:** JE Whites may issue a courtesy reminder notice approximately 14 days after the due date to owners who have elected to receive notices electronically.
3. **Final Notice:** After a lapse of 28 days from the due date, a final notice is issued to the owner, incurring a $33.00 fee. Payment is to be made in full within 28 days from the date of issue.
4. **Interest Accrual:** Interest will begin to accrue on any overdue amounts if payment has not been received within 28 days of the original due date.
5. **Debt Collection Referral:** Once the 56-day period has expired, the account will be referred to debt collection, which will incur a JE Whites administration fee.

Motion carried.

6 APPOINTMENT OF OFFICE BEARERS

It was resolved that the following Office Bearers be elected for the ensuing year:

Presiding Officer: Patrick Lim
Secretary: Dion Thorpe
Treasurer: Rose-Anne Zappia

7 APPOINTMENT OF MANAGEMENT COMMITTEE

The Corporation agreed to form a Management Committee consisting of Patrick Lim of Unit 5/115, Dion Thorpe of Unit 4/115, Rose-Anne Zappia of Unit 3/119, Mark Giameos of Unit 6/119 & Peter Brady of Unit 3/115.

Patrick raised that Richard had previously sold his apartment and stepped down from the Committee during the year, and was replaced by Mark, as minuted at a prior meeting.

The Chairperson advises that the Management Committee of the Corporation do not have powers to resolve matters subject to special or unanimous resolutions. Committee Meetings should be conducted in accordance with the Act, and minutes are to be provided to the Body Corporate Manager to be added to the Corporation's records.

8 APPOINTMENT OF BODY CORPORATE MANAGER

It was resolved that JE Whites be appointed to assist the Corporation with management services as defined in the Community Titles Act 1996 at an annual primary remuneration of $3,484.00 inclusive of GST.

JE Whites' appointment will be for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the Community Corporation. JE Whites note that should the Management Agreement not be returned signed within 21 days of receipt, it will be taken as being accepted and the Manager is authorised to execute the Management Agreement on behalf of the Community Corporation.

9 CORPORATION PUBLIC OFFICER

It was resolved that Bryan Sutcliffe, Director of JE Whites, be empowered to act as the Public Officer of the Corporation as defined under the Income Tax Assessment Act 1936.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 93 of 228

10 TAXATION AUTHORITY

JE Whites is authorised to represent the Corporation in all aspects of dealings with the Australian Taxation Office. The nominated representatives from JE Whites are Wendy Sly and Joanne Pearce.

11 INSURANCE REVIEW

11.1 Insurance - Authority to Act

It was resolved that JE Whites be given full authority to act on the Corporation's behalf in respect of all policies of insurance currently held by the Corporation. Members agreed that JE Whites will arrange insurance or renewal only with or through authorised representatives and/or distributors.

11.2 Insurance Options

The Chairperson advised Members present that it is a requirement of the Community Titles Act for the Corporation to insure the common property for full replacement value or reinstatement value. JE Whites suggest regular insurance valuations to ensure compliance and adequate insurance cover.

Insurance Renewal

The Corporation's insurance details are as follows:
Policy No: POL11231470
Strata Community Insurance
Type : Building

Premium : $11,082.16 Paid on : 12/08/2026 Start : 15/08/2026 Next due : 15/08/2027

Cover	Sum Insured	Excess
Building	$6,735,000.00	$1,000.00
Common Area Contents	$67,350.00	
Loss Of Rent/Temp. Accom.	$1,010,250.00	
Public Liability	$30,000,000.00	
Voluntary Workers	$300,000.00	
Fidelity Guarantee	$250,000.00	
Office Bearers Liability	$5,000,000.00	
Catastrophe	$1,010,250.00	
Government Audit Costs	$25,000.00	
Appeal Expenses	$100,000.00	
Legal Defence Expenses	$50,000.00	
Lot Owners' Fixt & Improv	$300,000.00	
Excess		$1,000.00

Insurance Valuation: It was noted that the Corporation's most recent insurance valuation was undertaken in 12/09/2022 when the replacement value was placed at $6,735,000.

A motion was passed for the Manager to arrange an insurance valuation report for the Corporation prior to renewal, with the insured amounts to be adjusted immediately according to the valuation report. Members agree that if the Corporation is underinsured, and the Corporation has a shortfall in funds, the resulting increase may result in a special levy to fund the increase towards insurance contributions.

Contents & Landlord Insurance

JE Whites advise all Members that the Corporation's building insurance policy contains neither contents nor landlord insurance protection. It is noted that the Corporation's legal liability cover applies primarily to common property and that Members should be separately insured for cover in relation to their own premises.

Disclosure

JE Whites is an authorised representative of CHU Underwriting Agencies for QBE Insurance, Flex Insurance for QBE Insurance and authorised distributor for SCI Insurance for Allianz Australia Insurance and receives a commission of 20% of the base premium only. JE Whites is an authorised distributor of Lync Insurance Brokers Pty Ltd, and receive a commission of 17% of the base premium only.

Quotes, schedules, and certificates of currency pertaining to the Corporation are available for Members to view at any time on the JE Whites Owners Portal. If you require assistance accessing your Owner Portal, please contact your JE Whites Body Corporate Manager.

JE Whites act on behalf of the Corporation for a host of insurance related matters. For a full list of the insurance-related services JE Whites provide your Community Corporation, please refer to the additional information attached to the final page of the minutes.

General Advice Warning

Any advice provided by JE Whites is general advice only and does not take into account your personal objectives, financial situation, or needs. Before acting on this advice, you should consider whether it is appropriate for your circumstances. You should also obtain and review the relevant Product Disclosure Statement (PDS) and Policy Wording before making any decision about whether to acquire, hold, or modify a financial product.

Insurance Valuation

Section 103 (2) of the Act imposes a duty on the Corporation to insure all building and building improvements on the common property for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence. JE Whites advise that their advice is of a general nature and not personal advice. Members are encouraged to seek independent advice, which would include a licensed valuers' opinion where applicable.

12 MAINTENANCE OF COMMON PROPERTY

The following items were discussed:

12.1. Site Information - Services & Key Locations

The Body Corporate Manager confirmed she has visited the site, taken photos of the complex, including services at the property such as hot water systems, meters, Lot 1 flow meter, and fire provisions for Whites records. Key management has been discussed with Patrick during the transition.

CCTV/Alarm System

The meeting briefly discussed the recently installed CCTV and alarm system for the car park. It was noted that the system is currently operational, and further adjustments to the alarm settings will be undertaken to optimise performance and ensure effective security coverage of the car park.
The owners will be updated regarding the operation and management of the CCTV alarm system once the installation and configuration process has been finalised.

Advice from the Body Corporate Manager

Owners are reminded that maintenance items pertaining to the Community Corporation *do not* need to wait until the Annual General Meeting to be discussed. All Owners are encouraged to contact JE Whites throughout the course of the year if they have identified maintenance items in need of addressing. Your Manager will liaise with the Presiding Officer and/or Management Committee to seek both approval, and a timely resolution to your maintenance concern. Your JE Whites Manager also proactively makes contact with your Corporation's Presiding Officer and/or Management Committee periodically throughout the year to ensure any maintenance matters are identified and resolved.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 95 of 228

To assist us, we ask that all maintenance requests include photos, the exact location, and a clear description of the issue wherever possible. Accurate information helps both your Manager and the contractor, allowing the work to be carried out thoroughly, efficiently, and with reduced costs to the Corporation.

13 APPROVALS FOR INSTALLATIONS & ADDITIONS

All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.

No approvals were sought at this meeting.

Members are advised that a complete list of the Corporation's approvals can be obtained by contacting the Body Corporate Manager.

14 LEVY & BUDGET

The proposed budget was considered, comprising an Administrative Fund of $50,550.00 and a Sinking Fund of $25,000.00.

It was resolved that the proposed budget be approved & adopted.

Levies will be raised in accordance with unit entitlement values. Gas levies are raised equally between all owners. Water levies are raised equally between all owners except Lot 1 who are billed based on usage readings.

The next quarterly levy will be due 1 December 2026, then 1 March 2027 and 1 June 2027 thereafter.

If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.

Special levy authority in the event of shortfall of funds

Where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise the sufficient funds to cover the shortfall in expenditure. The Manager will consult with the Corporation's Presiding Officer and/or Management Committee before raising such a levy.

15 OTHER BUSINESS, OWNER PORTAL ACCESS

Owner Portal

The JE Whites portal provides access to your property and corporation information at any time. Through the portal, you can view and download important documents relevant to your property. Following the meeting, all members will receive an email invitation to create their portal login. Once registered, you'll be able to stay up to date with corporation documents, and other essential information.

Articles & Resolutions

Owners who manage their investment properties privately are encouraged to contact the Body Corporate Manager for an up-to-date copy of the Corporation's articles & resolutions, which should then be provided to their tenants.

Agenda Items

Members are reminded that they are welcome, and encouraged to contact the Body Corporate Manager at any time during the year if they wish to add items to the Agenda for the next Annual General Meeting.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 96 of 228

Expenses Paid by Members

If a member has been authorised to purchase materials or cover an approved cost on behalf of the Corporation, the receipt should be provided to the Body Corporate Manager.

For amounts $100 or less, the value will be applied as a credit to the member's upcoming levy contributions.

Important Disclosure

JE Whites wish to disclose the following:

JE Whites has no common shareholders with insurance broking agencies, debt collection agencies, maintenance companies, or any other third parties operating within the strata management industry.

JE Whites does not receive any commission or financial benefit from maintenance work carried out at your Corporation.

16 WORK HEALTH & SAFETY

In order to protect both parties and to comply with the Work, Health & Safety legislation, JE Whites enforce a safety compliance procedure for all contractors undertaking work on behalf of your Community Corporation. This service is inclusive in JE Whites' primary remuneration fee.

JE Whites will only issue quote requests and work orders to contractors who have returned a signed safety compliance package acknowledging their understanding of the Safety Compliance Legislation. This document confirms that any persons undertaking work at your Strata Corporation (where necessary, and if they are required), be able to provide the required licence/certificates of competency for their prescribed occupations, and have safe work method statements for any high risk activity, or when using hazardous substances.

Should the Corporation wish to engage a new/alternative contractor, a Safety Compliance Pack acknowledgment letter must be signed prior to the issuing of orders instructing them to undertake works.

It is noted that the Owner may be personally liable for any loss, damage, defective work, or public liability claim made, involving any unapproved contractor.

17 EMAILING CORRESPONDENCE

The Corporation has agreed that all meeting minutes and relevant correspondence, including levy notices, will be sent via email to members who have provided an email address to JE Whites. Motion carried.

If you would prefer to receive correspondence by post, please contact JE Whites to update your delivery preference for your unit.

18 CLOSURE OF MEETING

The Chairperson closed the meeting at 6:45pm and thanked all for their attendance or proxy submission. The next Annual General Meeting for the Corporation is scheduled to be tentatively held on or around the same time and location in July 2027.

ADDITIONAL INFORMATION

After-hours emergency maintenance: JE Whites offer a 24/7 after-hours emergency maintenance phone line to all its clients, at no extra cost. The phone line is operated by a member of the JE Whites staff with access to your Corporation's file, maintenance history, and preferred contractors. In the event of an emergency maintenance matter, simply contact the JE Whites office to be directed to the out of office hours emergency maintenance line.

Maintenance: Owners are reminded that maintenance items pertaining to the Strata Corporation *do not* need to wait until the Annual General Meeting to be discussed. All Owners are encouraged to contact JE Whites throughout the course of the year if they have identified maintenance items in need of addressing. Your Manager will liaise with the Presiding Officer and/or Management Committee to seek both approval, and a timely resolution to your maintenance concern. Your JE Whites Manager also proactively makes contact with your Corporation's Presiding Officer and/or Management Committee periodically throughout the year to ensure any maintenance matters are identified and resolved.

Preventative Maintenance: The Corporation is encouraged to adopt a proactive approach to maintenance to minimise future costs. Attending to minor defects early can prevent more significant and costly repairs over time.

Termite Inspections: JE Whites recommends that routine termite inspections of the common property be undertaken.

Articles & Resolutions: Owners and their appointed managing agents are responsible for contacting JE Whites to obtain copies of the Corporation's articles & resolutions. These documents should be referred to during the management of the property to ensure all residents are aware of, and comply with, the rules established by the Corporation.

Record Keeping: Owners are encouraged to communicate in writing with JE Whites where possible to ensure clear records are maintained and matters are tracked efficiently.

Owner Responsibilities

Owners are reminded of their responsibilities to:

- Maintain their own lot in good condition
- Seek written approval for any works affecting common property or the external appearance of their lot
- Maintain up-to-date contact details with JE Whites to ensure all notices and correspondence are received

Duties of the appointed Body Corporate Manager:

General: To provide so far as is reasonably necessary general advice and assistance to the corporation and its officers and to assist them in the performance of their responsibilities under the Act.

Meetings: Arrange the general and committee meetings, prepare and distribute notices, including notices of meetings. Attend General Meetings if needed and assist the Presiding Officer in the conduct of meetings. Assist the Secretary in the preparation of minutes of meetings and distribute such minutes.

Maintenance: Advise upon and arrange for the maintenance, repair and replacement of the common property in accordance with the corporation's instructions. Organise emergency maintenance works.

Insurance:

- Quotation procurement, placement, and renewal services
- Obtaining and distributing insurance valuations
- Insurance claim management
- Lodging claims
- Ongoing insurance claim management
- Loss minimisation
- Liaising with loss adjusters and contractors
- Procuring and forwarding quotes to the insurer or broker
- Instructing trades to undertake approved indemnified
- Receiving and forwarding contractor invoices for approved works to the insurer or broker
- Receiving and receipting indemnification payment from the insurer and paying contractors
- Maintaining insurance records and insurance claim register
- Providing general advice
- Insurer negotiation and liaison services
- Making contest representation to the insurer if insurance claim is denied
- Providing documents required for non-property insurance claims (e.g. public liability) against the client where the insurer provides indemnity for legal costs
- Liaising with legal practitioners for non-property insurance claims
- Arranging insurance premium finance (loan/funding) if required

Accounting: Collect, bank and account for maintenance contributions, levies, interest accruing or other amounts due to the corporation. Send notices levying maintenance or other contributions and pay accounts and outgoings. Prepare annual statements of accounts of the corporation and arrange an annual audit of the books as required.

Secretarial: Promptly deal with the corporation correspondence and requests for search documents (section 139 search).

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 98 of 228

Ensure that all appropriate and proper records of the corporation are maintained and keep secure and confidential all books, records, certificates of title, community plans, schedules and the like.

Public Officer: Act as the corporation's public officer for the purpose of tax returns & other matters as required by statute.

Office Bearers

At all times a community corporation must have a Presiding Officer, a Secretary and a Treasurer who are appointed at the general meeting. These officers must be unit owners but one person may hold two or more of these positions. A Body Corporate Manager can assist in running the affairs of the corporation.

Presiding Officer

The Presiding Officer of the corporation has the following functions:
- Primary contact between the Manager and the Committee
- Attend meetings as required
- Chair all general meetings and committee meetings which they attend or, delegate this responsibility to the Body Corporate Manager

Secretary

The Secretary of the Corporation has the following functions:
- Prepare and distribute minutes of meetings of the corporation (currently delegated to JE Whites)
- Submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation (currently delegated to JE Whites)
- Give the notices required to be given under the Act by the members of the corporation and the management committee (currently delegated to JE Whites)
- Answer communications addressed to the corporation (currently delegated to JE Whites)
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to JE Whites)

Treasurer

The Treasurer of the Corporation has the following functions:
- Notify unit owners of any contributions to be raised from them in accordance with the Act (currently delegated to JE Whites)
- Receive, acknowledge, bank and account for any money paid to the corporation (currently delegated to JE Whites)
- Keep accounting records and prepare financial statements (currently delegated to JE Whites)

Please Note: Officers of the corporation do not have the powers to:
- Authorise any dealing with or any variation of the common property or to grant exclusive rights in respect of the enjoyment and use of any part thereof
- Authorise any decision that requires special resolution or unanimous resolution
- Authorise any capital improvements to the common property
- Authorise installations or additions to lots or common property

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 99 of 228

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 25060 INC.

115-119 Gilbert Street, Adelaide SA 5000

The Annual General Meeting of the Corporation took place on:
DATE: 10/09/2025
TIME: 06:00 PM
VENUE: Zoom

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
3	2/119	Yes	S Millsteed by proxy to Patrick Lim
4	1/119	Yes	A & A Difabio
6	1/115	Yes	S D Roache by proxy to Patrick Lim
7	4/119	Yes	H J G Ludbrook
8	3/119	Yes	R Zappia by proxy to Patrick
9	4/115	Yes	D Thorpe by proxy to Patrick
10	3/115	Yes	P Brady
11	6/119	Yes	M Giameos
12	5/119	Yes	R Davies
13	6/115	Yes	K Rutland by proxy to Strata Management SA
14	5/115	Yes	P Lim
			Tanya Scarpellini from Strata Management SA

CHAIRPERSON (acting): The meeting requested that Tanya Scarpellini of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

Resolved the body corporate manager advised that a quorum was present and the meeting commenced at 6.03 pm.

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting in line with Section 83(4) of the *Community Titles Act 1996*: 1

2 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation on 5/08/2024 be confirmed as a true record of the proceedings of that meeting.

Motion: 10 in favour

3 FINANCIAL STATEMENTS

Resolved that the statement of income and expenditure for the period ended 31/05/2025 be accepted as a true and accurate statement of the Corporation's financial position.

Motion: 10 in favour

4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained from time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:
Policy No.HU0000017399 CHU Insurance Type : Community Broker : Coverforce
Premium : $17,164.25 Paid on : 8/08/2024 Start : 15/08/2024 Next due : 15/08/2025

Cover	Sum Insured	Excess
Building	$6,735,000.00	$2,000.00
Public Liability	$20,000,000.00	
Office Bearers Liability	$1,000,000.00	
Fidelity Guarantee	$100,000.00	
Legal Defence	$50,000.00	
Loss of Rent/Temp Accom	$72,000.00	
Voluntary Workers	$200,000.00	
Catastrophe	$1,010,250.00	
Lot Owners' Fixtures & Improvements	$250,000.00	

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent to the Presiding Officer for a decision.

It was resolved that the building sum insured remain the same for the year ahead.

Motion: 10 in favour.

5 MAINTENANCE

Cleaning Maintenance
It was agreed to continue with the existing arrangements of fortnightly cleaning of the common areas by Cleandom.

Current Maintenance
Completed Maintenance
The Presiding Officer provided owners with an update on maintenance completed throughout the year.

Ongoing Maintenance
Routine maintenance to lighting and the fire protection system remains in progress.

It was agreed to proceed with investigating the installation of a drip groove, to improve the edge of the roof, as suggested by Synergy in the 2020 work. Synergy has been asked for further assessment and a quote, which is to be presented to the committee for a decision.

Mark will also inspect the roof in general, for any potential issues with flashing and rivets.

Patrick has requested quotes for further painting and rust cleaning for future consideration.

Mark and Patrick will liaise about the approved colour for balcony railings, for any owners wishing to paint their balcony railings.

A quote will be sought for bin cleaning for consideration.

The cleaner's cupboard door may be jammed - Mark and Hamish offered to inspect.

Patrick reported on the front doors and advice from Glass Plus that the door closer is working but may be upset when forced. New signage for the exit button to be explored.

Projected maintenance
Nil

6 GENERAL BUSINESS

Air Conditioner Upgrades
Owners were reminded that regular servicing is essential to extend the life of individual air conditioners.
Any air conditioner replacements must be like-for-like and require corporation approval, especially where building works are involved (e.g., scissor lift access). Owners, and in some cases the council, must be notified in advance.

The Owners reiterated that all building modifications, including AC installations, must meet acoustic ratings and by-law restrictions.

EV Charging Stations
The committee has been investigating the viability of installing an EV charger for an owner. However, solutions are expensive and may impact the electricity tariffs for the building as a whole.

Levies & Levy Notices
It was motioned that any incorrect levy notices be corrected and the relevant lots remain responsible for correct payment, including utilities.

Motion: 10 in favour.

The group agreed to restructure the Administrative Levy and Water Levy, so that Gas is moved from the Administrative Levy to be separated like the Water Levy, for clearer budget management of utilities. A unanimous decision was made to divide gas equally among all lots.

The commercial lot has its own flow meters and remains responsible for its own water usage, to be charged separately. It was motioned that Lot 1 is responsible for providing readings of their hot and cold flow meters at either quarterly or annual intervals to facilitate billing for usage.

Motion: 10 in favour.

Commercial Lot
It was motioned that Lot 1 is responsible for any requirements for a commercial premises, as the other lots are residential. This may include a defibrillator for their customers if deemed necessary.

Motion: 10 in favour.

Honorarium
It was agreed that Presiding officer will continue to receive the honorarium in recognition of his efforts on behalf of the corporation.

Motion: 10 in favour

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 101 of 228

Pet Policy
Owners were reminded that the no-pets by-law remains in effect and is considered essential, particularly due to its relevance under new landlord and tenant legislation.

Kevin's Submissions
Kevin made a number of submissions via proxy, with concerns about the minutes, sinking fund, office roles, honorarium, insurance and communication.

The owners reviewed these concerns and reaffirmed that they are satisfied with the corporation's current approach and majority position. It was noted that the majority of these concerns from this owner have been considered, discussed and responded to previously.

OVERDUE LEVIES
Resolved resolution "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolution "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution."

Resolution "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

7 BUDGET
Resolved the statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

Motion: 10 in favour

8 CONTRIBUTIONS
It was resolved
(a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $62,700.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $20,000.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/10/2025 and subsequent instalments being due on the first days of 1/01/2026, 1/04/2026, 1/07/2026.

9 OFFICE BEARERS
The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer	Patrick Lim (Unit 5/115) Nominated by Richard Davies/Second by Peter Brady
Secretary	Dion Thorpe (Unit 4/115) Nominated by Mark Giameos/Second Richard Davies
Treasurer	Rose Anne Zappia(Unit 3/119) Nominated by Angela DiFabio/Second Richard Davies
Committee	Richard Davies (Unit 5/119) Nominated by Angela DiFabio/Second by Peter Brady
Committee	Peter Brady (Unit 3/115) Nominated by Richard Davies/Second by Mark Giameos
Committee	Angela DiFabio (Unit 1/119) Nominated by Mark Giameos/Second by Richard Davies

It was further resolved that a Management Committee comprising the above officials be appointed for the forthcoming year.

10 APPOINTMENT OF BODY CORPORATE MANAGEMENT
It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation in line with the Community Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING
The next Annual General Meeting is to be tentatively scheduled for July 2026 @ 6.00 p.m. via zoom.

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 25060 INC.

115-119 Gilbert Street, Adelaide SA 5000

The Annual General Meeting of the Corporation took place on:
DATE: 5/08/2024
TIME: 06:00 PM
VENUE: Via Zoom

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1/117	Yes	Cabal Hair Pty Ltd Proxy to Patrick Lim
2	2/119	Yes	S Millsteed Proxy to Patrick Lim
4	1/119	Yes	A DiFabio
5	2/115	Yes	C Hewitt Proxy to Sam Hailey
6	1/115	Yes	J Minor
8	3/119	Yes	R Zappia
9	4/115	Yes	D Thorpe Proxy to Patrick Lim
10	3/115	Yes	P Brady
11	6/119	Yes	M Giameos
12	5/119	Yes	R Davies
13	6/115	Yes	K Rutland
14	5/115	Yes	P Lim
			Tanya Scarpellini from Strata Management SA

CHAIRPERSON (acting): The meeting requested that Tanya Scarpellini of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

The body corporate manager advised that a quorum was present and the meeting commenced at 6.00 pm.

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting in line with Section 83(4) of the *Community Titles Act 1996*: 1

2 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation on 13/11/2023 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIAL STATEMENTS

Resolved that the statement of income and expenditure for the period ended 31/05/2024 be accepted as a true and accurate statement of the Corporation's financial position.

4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:
Policy No.HU0000017399 CHU Insurance Type : Community Broker : Coverforce Next due : 15/08/2024

Cover	Sum Insured	Excess
Common Property	$6,735,000.00	$2,000.00
Public Liability	$20,000,000.00	
Office Bearers Liability	$1,000,000.00	
Fidelity Guarantee	$100,000.00	
Legal Defence	$50,000.00	
Loss of Rent/Temp Accom	$1,010,250.00	
Voluntary Workers	$200,000.00	
Catastrophe	$1,010,250.00	
Lot Owners' Fixtures & Improvements	$250,000.00	

Strata Management SA arranged quotes through their broker Coverforce, and 2 quotes were discussed at the meeting. It was agreed to renew with CHU.

As the last valuation was 12/9/2022, and valuations are recommended every 3-5 years, it was agreed that a valuation was not required this year.

An owner questioned whether we can use our own broker and obtain alternative quotes. There wouldn't be time for this process for this year's August renewal, and it was noted that the strata management agreement provides:

"Where a corporation makes arrangements to obtain insurance cover from an insurer and there is no commission payable to

the manager, the management fee for the current year will be increased by the manager making an additional charge of 10% of the total insurance sum paid by the body corporate."

5 MAINTENANCE

Cleaning

The existing arrangements for fortnightly cleaning of the common areas by Cleandom were confirmed to continue. A request for additional cleaning was raised, and so the Presiding Officer will invite suggestions of additional cleaning and seek a quote for a "Spring Clean" that may be ordered on occasion when necessary.

Gas Hot Water Service

It was agreed to maintain the existing arrangement with Starks Plumbing to service the Rinnai unit on a 6 monthly basis. The corporation was previously advised this was necessary to maintain the warranty.

Mark Giameos asked to review their work order, to check it accords with what he would advise is necessary.

Fire Protection

Since United went into liquidation in September 2023, FESSA has been undertaking a 12 month contract to service the building at the same price as United. SMSA advised that FESSA is reliable and price-competitive, so it was agreed to potentially engage FESSA on an ongoing basis, subject to their quote at the end of this period.
Mark Giameos asked to review their testing schedule, to see which year Australian Standard they are using.

Window Cleaning

External Window Cleaning and Stairwell Window Cleaning were completed in February. It was agreed at the meeting that the committee will continue to order this cleaning on an as-needed basis.

Gates

It was agreed that SA Gate Automation will attend and service the gate as required during the year.

Broken Tiles

Broken tiles on the 115 front step are in the process of being replaced. It was raised whether spare tiles may have been left behind by the developer in 2008, in the cleaner's cupboard. This is to be checked by the committee.

Rendering & Painting

A number of areas have been noted for attention, including both entranceways and the wall next to the 115 front door, as well as the column beside the rubbish collection area. It was agreed that as it is not feasible to repaint the entire building at this time, the committee will determine the priority of the areas requiring attention, in order to address those first.

6 GENERAL BUSINESS

Smoke Alarms

It was agreed that the corporation will recover MFS call-out fees from the responsible owner. Therefore, the corporation frequently reminds owners, and requests that owners inform their tenants, to promptly address smoke in the event of a false alarm and to use the cancel button when inside their apartments.

All in favour

Balcony Tinting

Balcony tinting on Level 1 was replaced by Window Shield under the manufacturer's warranty. The new design does not extend to the edge of the glass, a modification intended to prolong the lifespan of the film.. Although Level 1 owners are responsible for replacing balcony tinting in accordance with the corporation's design stipulations, we are pleased to report that new tinting was installed on all four balconies under the original warranty.

The corporation took on the first re-tinting for the building in 2020, due to the high cost of removing the glass the way it had been originally installed. The 2024 replacement utilised the warranty from that job.

Waterproofing Showers

It was discussed at the meeting that owners need to pay attention to the sealing of their wet areas, given the building's age and the likelihood of deterioration. The Presiding Officer wrote to all owners in May with recommendations for inspection. Silicone seals will almost certainly need replacing if this has not been done recently, and tiling may also benefit from new grouting to ensure waterproofing and prevent water ingress to other apartments. Insurance may not cover damages if the areas are not properly waterproofed.

Rubbish Removal

It was agreed that the current arrangements for shared bins and rubbish removal will continue.

Utility costs:

It was requested if the body corporate manager could investigate better rates for the utilities accounts.

OVERDUE LEVIES

Resolved resolution "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolution "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the

individual unit responsible for the unpaid contribution."

Resolution "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

7 BUDGET

The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

11 in favour 1 against

8 CONTRIBUTIONS

It was resolved

(a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $56,100.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $20,000.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/10/2024 and 3 subsequent instalments being due on the first days of 1/01/2025, 1/04/2025, 1/07/2024

(d) That contributions to the administrative fund are estimated for Water reimbursement

(e) That contributions to the administrative fund are estimated for Cleaning Reimbursement

(f) That both contributions be paid in equal quarterly instalments based on the utility entitlements, the first such instalment being due on 1/10/2024 and 3 subsequent instalments being due on the first days of 1/01/2025, 1/04/2025, 1/07/2024

9 OFFICE BEARERS

The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer	Patrick Lim (Unit 5/115)	Nominated by Richard Davies/Second by Angela DiFabio
Secretary	Dion Thorpe (Unit 4/115)	Nominated by Partick Lim/Second by Richard Davies
Treasurer	Rose Anne Zappia(Unit 3/119)	Nominated by Mark Giameos/Second by Angela DiFabio
Committee	Richard Davies (Unit 5/119)	Nominated by RoseAnne Zappia/Second by Mark Giameos
Committee	Peter Brady (Unit 3/115)	Nominated by Kevin Rutland/Second by Richard Davies
Committee	Angela DiFabio (Unit 1/119)	Nominated by Rose Ann Zappia/Second by Richard Davies

11 in favour and 1 against

10 APPOINTMENT OF BODY CORPORATE MANAGEMENT

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation in line with the Community Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING

That the date for the next meeting be tentatively scheduled June 2025

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:47 PM.



Strata Management SA
ABN 40 006 380 625
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Approved Budget

to apply from 01/06/2024

Community Corporation No. 25060 Inc. 115-119 Gilbert Street, Adelaide SA 5000

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	49,500.00
Recovery - Water	3,700.00
Recovery--Other	2,900.00
Total revenue	56,100.00
Less expenses	
Admin--Agent Disbursements	546.00
Admin--Auditors--Audit Services	200.20
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	2,310.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Honorarium	2,080.00
Insurance--Premiums	17,164.00
Maint Bldg--Cleaning	2,900.00
Maint Bldg--Doors & Windows	1,250.00
Maint Bldg--Electrical	700.00
Maint Bldg--Fire Protection	5,800.00
Maint Bldg--Fire Protection--Other Equipment	5,000.00
Maint Bldg--General Repairs	1,500.00
Maint Bldg--Hot Water Service	700.00
Maint Bldg--Plumbing	200.00
Utility--Electricity	6,600.00
Utility--Gas	8,450.00
Utility--Water Usage	3,700.00
Total expenses	59,542.20
Surplus/Deficit	(3,442.20)
Opening balance	8,972.11
Closing balance	$5,529.91

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 106 of 228

Administrative Fund

	Approved budget
Total units of entitlement	10000
Levy contribution per unit entitlement	$4.95

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 107 of 228

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	20,000.00
Total revenue	20,000.00
Surplus/Deficit	20,000.00
Opening balance	63,966.69
Closing balance	$83,966.69
Total units of entitlement	10000
Levy contribution per unit entitlement	$2.00

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 108 of 228

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A Level 12, 182 Victoria Square, Adelaide, SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11231470
PDS AND POLICY WORDING	Strata Insurance - Product Disclosure Statement (PDS) & Policy Wording
THE INSURED	Community Corporation No. 25060
SITUATION	115 Gilbert Street, Adelaide, SA, 5000
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 15/08/2026 Expiry Date: 4:00pm on 15/08/2027
INTERMEDIARY	JE Whites Strata and Community Management
ADDRESS	PO Box 202, Woodville, SA, 5011
DATE OF ISSUE	06/08/2026

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$6,735,000
		Common Area Contents	$67,350
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$1,010,250
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		$250,000
SECTION 6	Office Bearers' Liability		$5,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		$1,010,250
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 109 of 228

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Statement of Financial Performance for the financial year to 08/05/2026

Community Corporation No. 25060 Inc. 115-119 Gilbert Street, Adelaide SA 5000

Administrative Fund

	Current period 01/06/2025-08/05/2026
Revenue	
Interest on Arrears--Admin	50.48
Levies Due (Special)--Admin	1,650.40
Levies Due--Admin	59,401.35
Total revenue	61,102.23
Less expenses	
Admin - Agent Disburst - Former manager Closing Fee	385.00
Admin--Agent Disbursements	596.05
Admin--Auditors--Audit Services	214.50
Admin--Auditors--Taxation Services	165.00
Admin--Bank Charges--Bpay	29.50
Admin--Management Fees--Standard	2,424.00
Admin--Meeting Fees	275.00
Admin--Storage & Archive Fees	66.00
Admin--Telephone Charges	681.75
Admin--Trade Compliance Checking	66.00
Honorarium	4,280.00
Insurance--Premiums	17,809.52
Maint Bldg--Cleaning	2,926.00
Maint Bldg--Fire Protection	20,984.13
Maint Bldg--Hot Water Service	2,970.00
Maint Bldg--Plumbing	2,189.22
Utility--Electricity	2,665.10
Utility--Gas	9,461.24
Utility--Water Usage	1,997.38
Total expenses	70,185.39
Surplus/Deficit	(9,083.16)
Opening balance	11,081.25
Closing balance	**$1,998.09**

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 110 of 228

Sinking Fund

	Current period 01/06/2025-08/05/2026
Revenue	
Interest on Arrears--Sinking	18.00
Levies Due--Sinking	20,000.00
Total revenue	20,018.00
Less expenses	
Maint Bldg--Plumbing & Drainage	5,201.25
Total expenses	5,201.25
Surplus/Deficit	14,816.75
Opening balance	75,038.50
Closing balance	**$89,855.25**

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 111 of 228

JE WHITES
Strata & Community Management

info@jewhites.com.au
www.jewhites.com.au
(08) 8444 6444
ABN 41 050 206 525

Income & Expenditure for the financial year to 31/05/2026

Community Corporation 25060 Inc. 115-119 Gilbert Street, ADELAIDE SA 5000

Administrative Fund

	Current period 01/06/2025-31/05/2026
Surplus/Deficit	0.00
Opening balance	1,998.09
Closing balance	**$1,998.09**

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 112 of 228

Sinking Fund

	Current period 01/06/2025-31/05/2026
Surplus/Deficit	0.00
Opening balance	89,855.25
Closing balance	**$89,855.25**

JE WHITES
Strata & Community Management

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(08) 8444 6444
ABN 41 050 206 525

Balance Sheet
As at 15/09/2026

Community Corporation 25060 Inc. — 115-119 Gilbert Street, ADELAIDE SA 5000

	Current period
Owners' funds	
Administrative Fund	
Surplus / Deficit for Year--Admin	(10,399.05)
Opening Balance--Admin	1,998.09
	(8,400.96)
Sinking Fund	
Surplus / Deficit for Year--Sinking	239.02
Opening Balance--Sinking	89,855.25
	90,094.27
Net owners' funds	$81,693.31
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	1,084.71
Levies owed by Unit Holders--Admin	557.00
Receivable-(to be paid)--Levies (Special)--Admin	509.00
Receivable-(to be paid)--Owners--Admin	11.00
	2,161.71
Sinking Fund	
Cash at Bank--Sinking	98,983.09
Levies owed by Unit Holders--Sinking	275.00
	99,258.09
Unallocated Money	
	0.00
Total assets	101,419.80
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	2,770.34
Prepaid Levies--Admin	6,587.33
Prepaid Special Levies--Admin	1,205.00
	10,562.67
Sinking Fund	
Creditors--Other--Sinking	3,740.00
Prepaid Levies--Sinking	3,257.67
Prepaid Levies (Special)--Sinking	2,166.15
	9,163.82
Unallocated Money	
	0.00
Total liabilities	19,726.49
Net assets	$81,693.31

JE WHITES
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(08) 8444 6444
ABN 41 050 206 525

Proposed Budget
to apply from 01/06/2026

Community Corporation 25060 Inc. — 115-119 Gilbert Street, ADELAIDE SA 5000

Administrative Fund

	Proposed budget
Revenue	
Levies Due--Admin	50,550.00
Recovery--Other	9,500.00
Recovery--SA Water Account	3,700.00
Total revenue	63,750.00
Less expenses	
Admin--Audit/Tax & Public Officer	392.00
Admin--Management Fees--Standard	3,484.00
Admin--Meeting Fees	164.00
Admin--Technology/Communications/Compliance	647.40
Bank Management Charges	93.60
Honorarium Payment	2,200.00
Insurance--Building Premium Basic	14,000.00
Maint Bldg--Cleaning	3,500.00
Maint Bldg--Doors & Windows	1,700.00
Maint Bldg--Electrical	1,500.00
Maint Bldg--Fire Protection--Maintenance	9,500.00
Maint Bldg--Fire Protection--SA Fire Brigade	1,300.00
Maint Bldg--Fire Protection--Telephone	1,650.00
Maint Bldg--General Maintenance/Repairs	1,500.00
Maint Bldg--Hot Water Service	4,000.00
Maint Bldg--Roof	1,800.00
Utility--Electricity	3,000.00
Utility--Gas	9,500.00
Utility--Water & Sewerage	3,700.00
Total expenses	63,631.00
Surplus/Deficit	119.00
Opening balance	1,998.09
Closing balance	$2,117.09
Total units of entitlement	10000
Levy contribution per unit entitlement	$5.06

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 115 of 228

Sinking Fund

	Proposed budget
Revenue	
Levies Due--Sinking	25,000.00
Total revenue	25,000.00
Surplus/Deficit	25,000.00
Opening balance	89,855.25
Closing balance	$114,855.25
Total units of entitlement	10000
Levy contribution per unit entitlement	$2.50

JE WHITES
Strata & Community Management

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(08) 8444 6444
ABN 41 050 206 525

Proposed Levy Schedule to apply from 01/06/2026

Community Corporation 25060 Inc.

115-119 Gilbert Street, ADELAIDE SA 5000

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
1	117	660.00	835.00	413.00	1,248.00	4,992.00
3	2/119	765.00	967.00	479.00	1,446.00	5,784.00
4	1/119	765.00	967.00	479.00	1,446.00	5,784.00
5	2/115	765.00	967.00	479.00	1,446.00	5,784.00
6	1/115	765.00	967.00	479.00	1,446.00	5,784.00
7	4/119	785.00	993.00	491.00	1,484.00	5,936.00
8	3/119	785.00	993.00	491.00	1,484.00	5,936.00
9	4/115	785.00	993.00	491.00	1,484.00	5,936.00
10	3/115	785.00	993.00	491.00	1,484.00	5,936.00
11	6/119	785.00	993.00	491.00	1,484.00	5,936.00
12	5/119	785.00	993.00	491.00	1,484.00	5,936.00
13	6/115	785.00	993.00	491.00	1,484.00	5,936.00
14	5/115	785.00	993.00	491.00	1,484.00	5,936.00
		10,000.00	$12,647.00	$6,257.00	$18,904.00	$75,616.00

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 117 of 228

Community Titles Act 1996

Minutes of General Meeting

(This is not the AGM)

115-119 Gilbert Street, Adelaide SA 5000

Community Corporation 25060 Inc

DATE: 27/05/2026

TIME: 06:00pm

PLACE: Via Zoom at the following link:

https://us06web.zoom.us/j/78480995640pwd=M2F0UnZlOUUyditoVUx1cGlxNmRQdz09

AGENDA

1. Opening, Attendance, Apologies and Proxies

PRESENT:

Lot 3	S Millstead, proxy to PO
Lot 4	A & A DiFabio
Lot 5	C Hewitt, proxy to S Hailey
Lot 6	SD Roache
Lot 7	HJG Ludbrook
Lot 8	R Zappia, proxy to PO
Lot 9	D Thorpe, proxy to PO
Lot 10	P Brady, proxy to PO
Lot 11	M Giameos
Lot 14	P Lim

APOLOGIES:

Lot 1	Tyson Davenport

2. Welcome and Election of Presiding Officer as Chairperson

All in favour.

3. Confirmation of Minutes

To resolve that the minutes of the previous General Meeting held on 10/09/2025 and sent to Members are a true and correct account of proceedings of that meeting.

All in favour.

4. Presiding Officer Report

a) Strata Management

The presiding officer reported on the change in strata management to JE Whites.

b) Fire Protection System, contractors and upgrade of Fire Panel

The presiding officer reported on the upgrade of the Fire Panel this year which was a major cost, and the discussions held with the fire contractors: Compliant who replaced the panel and FESSA who are contracted for our regular maintenance.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 118 of 228

c) Hot Water System (recent upgrade)

The presiding officer reported on the upgrades to the Hot Water System this year, by Stark Plumbing, which is another major cost. One of two units has been repaired and the second unit has been replaced with a new unit. The pump has also been replaced with a new pump. The tank has not yet been replaced but Stark Plumbing advise this should also be replaced now. A second pump may also need evaluating. This work is also a major cost.

5. Budget and Sinking Fund

a) At the 2025 AGM, we determined to keep the Sinking Fund contribution at the same level for a 4th consecutive year, but recognised that at the end of this financial year we should at least adjust the Sinking Fund Contribution to reflect inflation over this time.

b) A discussion of some of the building's major costs this year as above and how these have been more than forecast. The agenda noted that the corporation may wish to consider increasing the contribution to reflect current building industry costs which Australia has seen escalate post the pandemic, as well as any additional future work not forecast. This part of the discussion requires more input and consideration and was deferred to a future meeting.

Therefore, returning to (a), a motion was put: to raise the Sinking Fund Contribution from $20,000 to $25,000 for the corporation's new financial year.

All in favour.

6. EV Charger

A special resolution to approve the application for a power outlet in the carpark of 4/119, as outlined in the document and quote attached to the agenda, at the applicant's cost and with the committee's conditions.

All in favour.

7. Carpark Security

The committee met earlier in the month to discuss carpark security, and a number of solutions or quotes were sought from various contractors. There are restrictions on what is permissible.

- Extending the height of the gate is not physically possible due to the opening mechanism, unless it is repositioned with new fencing posts.
- Council require a planning application for any fencing that exceeds 2.1m.
- The law also does not permit "fortifications" which limit some of the options previously suggested.
- M&E Electrical, who manage our front doors, can suggest a surveillance/alarm solution and we await that quote, along with others, which we can then review.

Closure of Meeting at 7:30pm.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 119 of 228

Community Corporation 25060 Incorporated
115-119 Gilbert Street, Adelaide SA 5000

REGISTER OF SPECIAL RESOLUTIONS AND UNANIMOUS RESOLUTIONS AFFECTING A UNIT OR UNITS AND/OR THE COMMON PROPERTY

DISCLAIMER: JE Whites will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management:

Date of Meeting	Resolution
2010	**Approvals & Policies -** It was resolved that the following installations and additions upon the Common Property and/or within the lot 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. **Foxtel -** It was resolved that all owners be approved to install Foxtel. The dish is already located at the rear of the property. **Storage Cage -** It was resolved that all owners be approved to install a storage cage on the wall behind their allocated car space, all installations to be keeping on with the existing storage cage already installed in the car parking area of unit 6 / 119 and of the same colour. All installation costs and future maintenance will be at the unit owner's expense **Levy Arrears -** Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures. 1. Interest on Overdue Levies The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily. 2. Accounting Fees In accordance with the Management Agreement owners are to be charged an accounting fee set by the Body Corporate Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent. 3. Debt Collection That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action, to recover all outstanding monies. 4. Costs All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner. **Strata Directory -** Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors. **Failure to notify change of contact details -** Following an overview of the procedure it was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that in accordance with the Management agreement owners are to be charged a fee(s) as set by the Body Corporate Manager. **Financial Charges -** It was resolved that in the event that an owners payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 120 of 228

Community Corporation 25060 Incorporated
115-119 Gilbert Street, Adelaide SA 5000

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Date of Meeting	Resolution
2011	**Approvals & Policies -** 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. **Disbursement/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. **NBN -** It was resolved by Special Resolution that the Corporation approve a connection to the NBN being installed when available to the building for each Unit to connect to at their own expense. **Storage -** It was resolved that the Body Corporate Manager arrange a postal vote for owners to gain approval to have storage "sheds / cupboards" installed in the Carpark of the corporation. The Body Corporate Manager explained that there was a approval already in place, however the current approval was not suitable for some owners. It was further resolved that the management committee would discuss the needs for storage and forward all information onto the Body Corporate Manager for the postal vote. **Corporation 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. It was resolved that the Body Corporate Manager forward a roll list to the management committee. **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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 121 of 228

Community Corporation 25060 Incorporated
115-119 Gilbert Street, Adelaide SA 5000

REGISTER OF SPECIAL RESOLUTIONS AND UNANIMOUS RESOLUTIONS AFFECTING A UNIT OR UNITS AND/OR THE COMMON PROPERTY

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Date of Meeting	Resolution
	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.
2013	**Disbursement/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. **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 in excess of 30 days. In accordance with the Community Titles Act 1996 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. 4. Costs All related costs associated with the recovery of any outstanding monies will be recovered from the relevant lot owner as debt against the unit. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm further directions regarding further action including legal action.
2014	**Approval & Policies** - 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 122 of 228

Community Corporation 25060 Incorporated
115-119 Gilbert Street, Adelaide SA 5000

REGISTER OF SPECIAL RESOLUTIONS AND UNANIMOUS RESOLUTIONS AFFECTING A UNIT OR UNITS AND/OR THE COMMON PROPERTY

DISCLAIMER: JE Whites will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management:

Date of Meeting	Resolution
	Disbursement/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. **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 in excess of 30 days. In accordance with the Community Titles Act 1996 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. 4. Costs All related costs associated with the recovery of any outstanding monies will be recovered from the relevant lot owner as debt against the unit. 5. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm further directions regarding further action including legal action. **Notices from the Corporation to the owners -**To resolve 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. Motion Carried **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
2015	**Adoption of Policies -** Disbursements / 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 123 of 228

Community Corporation 25060 Incorporated
115-119 Gilbert Street, Adelaide SA 5000

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DISCLAIMER: JE Whites will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management:

Date of Meeting	Resolution
	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. 4. Costs All related costs associated with the recovery of any outstanding monies will be recovered from the relevant unit owner as debt against the unit. 5. Any arrears exceeding 75 days; The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm further directions regarding further action including legal action.
2016	**Adoption of Policies** - 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
2017	**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. **Installation of Storage Cage -** To resolve that; the Corporation approve for all owners to be able to install a small storage cage that fits between the wall and wheel block of the owner's car park. The storage cage must be fully enclosed and must be in keeping with the overall design and aesthetic of the Corporation, which can be determined by majority vote of the Management Committee as required. Motion Denied

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 124 of 228

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DISCLAIMER: JE Whites will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management:

Date of Meeting	Resolution
	To resolve that; the Corporation approve for all owners to be able to install a small storage cage that fits between the wall and wheel block of the owner's car park. The storage cage must be fully enclosed and must be in keeping with the overall design and aesthetic of the Corporation, which can be determined by majority vote of the Management Committee as required. Jordan to investigate the bulk price for 12 cages. If quote accepted by Management Committee, cages will be offered to all unit holders. Any previous cages installed that have been pre approved in Policies and Approvals may remain. Motion Carried **Moving of Power point from Unit 3/115 Gilbert St Carpark** - To resolve that; the Corporation approve for the owner of Unit 3/115 Gilbert Street to engage a professional and licenced electrician to move the power point currently situated at the rear of their car park to enable the installation of a storage cage. Motion Denied To resolve that; the Corporation approve for the owner of Unit 3/115 Gilbert Street to engage a professional and licenced electrician to move the power point currently situated at the rear of their car park to enable the installation of a storage cage. The power point is to be moved to a location, as approved by the Management Committee which is readily accessible for the other owners. The previous location of the power point which has been moved must be made good. Any damages caused to the common property by the contractor will be the expense of the owner to rectify. 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 -** 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	**Adoption of Policies -** 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
2019	**Adoption of Policies -** 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 125 of 228

Community Corporation 25060 Incorporated
115-119 Gilbert Street, Adelaide SA 5000

REGISTER OF SPECIAL RESOLUTIONS AND UNANIMOUS RESOLUTIONS AFFECTING A UNIT OR UNITS AND/OR THE COMMON PROPERTY

DISCLAIMER: JE Whites will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management:

Date of Meeting	Resolution
	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	**Adoption of Policies -** 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
2021	**Adoption of Policies** - Previous Policies; Previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners' and 'Maintenance Policy' will continue without change.
2022	**Adoption of Policies** - a. 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. **Maintenance Policy -** The Corporation adopt the following maintenance procedures to assist in expediting repairs; d) 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. e) 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 f) 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 126 of 228

Community Corporation 25060 Incorporated
115-119 Gilbert Street, Adelaide SA 5000

REGISTER OF SPECIAL RESOLUTIONS AND UNANIMOUS RESOLUTIONS AFFECTING A UNIT OR UNITS AND/OR THE COMMON PROPERTY

DISCLAIMER: JE Whites will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management:

Date of Meeting	Resolution
2024	**Overdue Levies Policies -** It was resolved that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum. Resolved that Strata Management SA is authorized onA behalf of the corporation to carry out the necessary steps to recover unpaid contributions including the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual lot responsible for the unpaid contribution. Resolved that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation. **Smoke Alarms -** It was agreed that the corporation will recover MFS call-out fees from the responsible owner. Therefore, the corporation frequently reminds owners, and requests that owners inform their tenants, to promptly address smoke in the event of a false alarm and to use the cancel button when inside their apartments.
2025	**Air Conditioner Upgrades -** Owners were reminded that regular servicing is essential to extend the life of individual air conditioners. Any air conditioner replacements must be like-for-like and require corporation approval, especially where building works are involved (e.g., scissor lift access). Owners, and in some cases the council, must be notified in advance. The Owners reiterated that all building modifications, including AC installation. **Levies & Levy Notices -** It was motioned that any incorrect levy notices be corrected and the relevant lots remain responsible for correct payment, including utilities. Motion: 10 in favour. The group agreed to restructure the Administrative Levy and Water Levy, so that Gas is moved from the Administrative Levy to be separated like the Water Levy, for clearer budget management of utilities. A unanimous decision was made to divide gas equally among all lots. The commercial lot has its own flow meters and remains responsible for its own water usage, to be charged separately. It was motioned that Lot 1 is responsible for providing readings of their hot and cold flow meters at either quarterly or annual intervals to facilitate billing for usage. Motion: 10 in favour. **Commercial Lot -** It was motioned that Lot 1 is responsible for any requirements for a commercial premises, as the other lots are residential. This may include a defibrillator for their customers if deemed necessary. Motion: 10 in favour. **Pet Policy -** Owners were reminded that the no-pets by-law remains in effect and is considered essential, particularly due to its relevance under new landlord and tenant legislation.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 127 of 228

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY-LAWS

COMMUNITY CORPORATION NO. 25060 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION "115-119 GILBERT STREET"

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

Andrew James Hudson

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 128 of 228

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

COMMUNITY CORPORATION NO. INCORPORATED

INDEX

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 129 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

28. BY-LAW 28 – REMOVAL OF PERSONS 16
29. BY-LAW 29 – WAIVER 16
30. BY-LAW 30 – NOTICE 16
31. BY-LAW 31 – SECURITY OF COMMON PROPERTY 17
32. BY-LAW 32 – NOTIFICATION OF DEFECTS 17
33. BY-LAW 33 – COMPENSATION TO CORPORATION 17
34. BY-LAW 34 – SECURITY KEYS 17
35. BY-LAW 35 – COMPLAINTS AND APPLICATIONS 17
36. BY-LAW 36 – STORAGE CAGES 17
37. BY-LAW 37 – NO TRADE OR BUSINESS 18
38. BY-LAW 38 – AIR CONDITIONING EQUIPMENT 18
39. BY-LAW 39 – CONTRIBUTIONS, ACCESS TO UPPER FLOORS AND GROUND FLOOR COMMON AREAS 18

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 130 of 228

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY TITLES NO. 25060 INC

IMPORTANT NOTICE

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

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

PART 1 – DEFINITIONS

1. BY-LAW 1 – DEFINITION

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

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

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

1.3 "**Common Property**" means the Common Property created by community plan no 20560;

1.4 "**Corporation**" means the Community Corporation No. 25060 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 "**Retail Lot**" means Lot 1 in Community Plan No. 25060 situated on the ground floor of the Building;

1.6 "**Community Parcel**" means the whole of the land comprised in Community Plan No.25060;

1.7 "**Lot**" means a Community Lot comprised in Community Plan No. 25060;

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

1.9 "**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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 131 of 228

other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;

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

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

(e) words of any gender include every gender;

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

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

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

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

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION

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

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

2.3 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 132 of 228

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

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

PART 3 – COMMUNITY PARCEL

4. BY-LAW 4 – PROHIBITED ACTIVITIES

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

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

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

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

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

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

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

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

4.8 use any portion of the 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. This By-Law shall not apply to the Retail Lot;

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 133 of 228

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 in respect of Lots 3 to 14 inclusive store flammable material of a nature or in a quantity other than for ordinary domestic use; and

4.18 in respect of the Retail Lot store flammable material of a nature or in a quantity other than as is necessary for the conduct of the use to which the Retail Lot is being put and subject to compliance with all statutory requirements in respect of the storage of such materials.

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;

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 134 of 228

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

(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;

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 135 of 228

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

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 car parking space allocated to the lot for any purpose other than the parking of a registered motor vehicle, or storage of items in accordance with Bylaw 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 Corporation must not unreasonably withhold its approval for the erection of buildings and structural improvements if such buildings and improvements are in accordance with the planning approval No. City of Adelaide DA 605/2006.

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 136 of 228

(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 ~~7.2.3~~ 7.3(c) to the Corporation.

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

7.5 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;

(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.

7.6 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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 137 of 228

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

7.7 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.

7.8 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.

7.9 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 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

10.1 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.

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 138 of 228

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 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

(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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 139 of 228

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

17.1 A person must not display a sign advertisement on a Lot or the Common Property without the approval of the Corporation.

17.2 Nothing in By-Law 17.1, prohibits the owner or Occupier of the Retail Lot from affixing a sign to the Lot or the Common Property provided the sign:

(a) is only for the purposes of identifying the business carried on from the Lot and the hours of operation of the business;

(b) is in accordance with the consent issued for City of Adelaide DA/441/2008; and

(c) complies with the requirements of all relevant authorities.

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 Subject to By-Law 18.6 no rubbish receptacles other than those provided by the Corporation are to be stored on the Common Property.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 140 of 228

18.5 The rubbish receptacles provided by the Corporation pursuant to By-Law 18.6 are to be used only for the disposal of ordinary domestic waste by an owner or Occupier of Lots 3-14 inclusive only. The owner of Occupier of the Retail Lot shall not be permitted to dispose of any waste of any nature whatsoever in such receptacle or receptacles.

18.6 The owner or Occupier of the Retail Lot may keep a rubbish receptacle supplied by the Council within the portion of the Common Property adjacent to the west of the carpark Lot Subsidiary comprising part of the Retail Lot.

18.7 The owner or Occupier of the Retail Lot must comply with any requirements of the Council for the disposal of rubbish or waste.

18.8 The rubbish receptacle utilised by an owner or Occupier of the Retail Lot is to be used only for the disposal of waste arising from the ordinary commercial operation of the business activities from the Retail Lot permitted by these By-Laws and at law.

18.9 The owner or Occupier of the Retail Lot must ensure the rubbish receptacle referred to in By-Law 18.6 is emptied weekly by Council collection

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 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 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 white or backed by a 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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 141 of 228

used in accordance with the SA Water's usual practices.

21.2 Lot 1 has separate flow meters installed to measure use of hot and cold by the occupier of the lot. The Corporation will upon receipt of an invoice from the SA Water, cause the flow meters to be read and the reading recorded.

21.3 The owner of Lot 1 must contribute to the payment of the invoice the value of the portion of the water usage calculated according to the portion of total water usage indicated by the reading of the flow meters.

21.4 The owner of Lots 3 to 14 inclusive must contribute in equal proportions to the payment of the balance of the invoice.

22. BY-LAW 22 – PROVISION OF GAS

22.1 Gas is supplied to the lots by single connection. The retail provider of gas 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 Each lot has a flow meter installed to measure the use of hot water. The Corporation will upon receipt of an invoice from the provider, cause the flow meters to be read and the readings recorded.

22.3 The owner of each lot will contribute to payment of the account according to the proportion of use of the total hot water use as indicated by the proportionate hot water meter readings.

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 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,

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 142 of 228

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.

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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 143 of 228

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;

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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 144 of 228

37. BY-LAW 37 – NO TRADE OR BUSINESS

37.1 Except for the Retail Lot, 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.

37.2 The owner or Occupier of the Retail Lot may carry on a trade or business from the relevant Lot, provided that:

(a) the Scheme Description and development plan governing the use of that Lot permits the trade or business to be carried on from that Lot;

(b) the trade or business is not for the purposes of the sale or preparation of food or beverages;

(c) all necessary statutory approvals are obtained and any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;

(d) the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and Occupiers of other Lots; and

(e) the trade or business must not be undertaken outside the hours of 7.30 am to 9.00 pm on weekdays and 7.30 am to 5.00pm on weekends.

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.

39. BY-LAW 39 – CONTRIBUTIONS, ACCESS TO UPPER FLOORS AND GROUND FLOOR COMMON AREAS

39.1 The owner of the Retail Lot will not be required to contribute towards the costs of cleaning and maintaining those portions of the common property comprising the lobbies or the stairs throughout the Building.

39.2 The owner and Occupier of the Retail Lot shall not without the consent of the Corporation be entitled to access any part of the Building other than the Retail Lot of which they are the owner or Occupier and that portion of the common property on the ground floor comprising the car park.

39.3 The owners and Occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C1), Stairs (C3), Stairs (C5) and Stairs (C7).

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 145 of 228

39.4 The owners and Occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C2), Stairs (C4), Stairs (C6) and Stairs (C8).

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 146 of 228

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION

COMMUNITY CORPORATION NO. 25060 INC

COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION
"115-119 GILBERT STREET ADELAIDE"

This is the copy of the Scheme Sescription referred to in the attached certificate.

Andrew James Hudson

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 147 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C003/09

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 4
6 STAGING OF DEVELOPMENT 4
7 ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME 4
8 CONDITIONS OF APPROVAL 4

ANNEXURE "A"

ANNEXURE "B"

20/3/47

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 148 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

COMMUNITY TITLES ACT, 1996

SCHEME DESCRIPTION

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

The land originally developed under the scheme comprised the whole of the land comprised in Certificate of Title Volume 5994 Folio 61 being the property located at 115-119 Gilbert Street Adelaide ("**Scheme Land**"). That land now comprises Community Strata Lots 1 and 2 in Community Strata Plan 25060 together with common property and lot subsidiaries.

2. NATURE OF PROPOSED DEVELOPMENT

The amended community plan for the scheme comprises a primary strata plan of community division. The primary strata plan will effect the division of the two (2) existing Community Strata Lots and common property comprising the four (4) storey building erected on the land described in paragraph 1 into thirteen (13) community strata lots, together with common property and lot subsidiaries. (See copy of plan attached marked Annexure "A").

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

3.1 Lots 3 to 14 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 Lot 1 may be used for any commercial or retail use permitted by law but expressly excluding use as a café or licensed or unlicensed restaurant or for the sale or preparation of food or beverages.

3.3 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 development of the Community Lots and the Common Property has been undertaken 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.

4.2 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or common property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 149 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

The developer has as part of the development of the Scheme Land already undertaken by the developer installed service infrastructure in accordance with the Development Approval obtained in respect of the development.

6. STAGING OF DEVELOPMENT

6.1 The Scheme is not a staged development.

6.2 The development has been undertaken and is completed.

7. OTHER IMPORTANT FEATURES OF SCHEME

7.1 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C1) Stairs (C3) Stairs (C5) and Stairs (C7) only provide access to and from Lots 3, 4, 7, 8, 11 and 12 the owners and occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property

7.2 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C2) Stairs (C4) Stairs (C6) and Stairs (C8) only provide access to and from Lots 5, 6, 9, 10, 13 and 14 the owners and occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property.

8. CONDITIONS OF APPROVAL

8.1 The division of the community parcel and erection of the building is subject to conditions imposed by the Development Assessment Commission and the City of Adelaide.

8.2 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.

8.3 A copy of the Decision Notification Form and Conditions of Development Plan Consent are attached to this Scheme Description and are marked Annexure "B".

8.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 150 of 228

TERMS OF INSTRUMENT NOT
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SCHEME DESCRIPTION
Development No. 020/C003/09

ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

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

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

Signed: .....

Dated: 4/3/09

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 151 of 228

TERMS OF INSTRUMENT NOT
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SCHEME DESCRIPTION
Development No. 020/C003/09

ANNEXURE A

Dev No 020/C003/09 Amended Plan 06/02/09

PURPOSE:	COMMUNITY STRATA DIVISION	AREA NAME:	ADELAIDE	APPROVED:	C25060
MAP REF:	6628/41/M	COUNCIL:	THE CORPOATION OF THE CITY OF ADELAIDE		SUBSTITUTE SHEET
LAST PLAN:	F48702	DEVELOPMENT NO:	020/C016/08/001/18933 020/C003/09/001/	DEPOSITED/FILED:	SHEET 1 OF 6
					V06

AGENT DETAILS: **ANDREW & ASSOCIATES**
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000 Telephone: 8232 1954 Facsimile: 8232 7678 | 34 Victoria Street Victor Harbor SA 5211 Telephone: 8552 4480

AGENT CODE: DSCA

REFERENCE: 206210-14C-1

SURVEYORS CERTIFICATION:

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5994	61		ALLOTMENT(S)	100	D	74543	ADELAIDE		

OTHER TITLES AFFECTED: CT 6027/20

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING	COMMON PROPERTY.CAR PARK LOT SUB 1	LONG	EASEMENT(S)	A			TG 10672342
EXISTING		LONG	RIGHT(S) OF WAY	C IN S14261		1.2.COMMON PROPERTY	T 74764
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	E		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	TG 10672343

ANNOTATIONS:

ENCROACHMENT OF BALCONIES OCCURS OVER GILBERT STREET
THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 28/10/2008

THE COMMON PROPERTY DESIGNATED (C1) TO (C8) IS FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY.

Cst 6027/19, 20 & 21

Registered Proprietors : Urbanphile Pty Ltd & Craig Holden Investments Pty Ltd

Applicant : Forme Projex

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 152 of 228

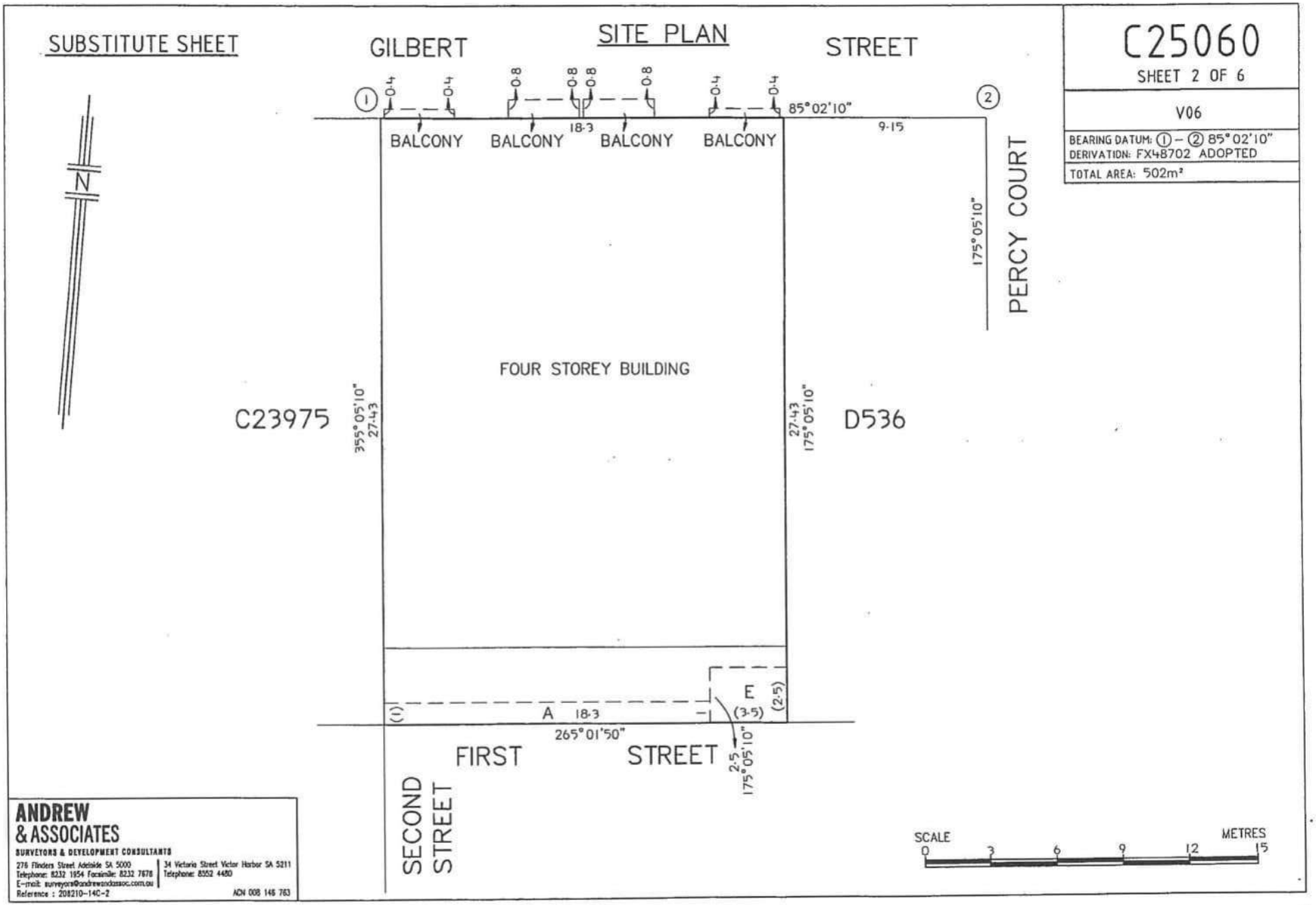
Dev No 020/C003/09 Amended Plan 06/02/09

SUBSTITUTE SHEET

SITE PLAN

GILBERT STREET

C25060
SHEET 2 OF 6
V06
BEARING DATUM: ① – ② 85°02'10"
DERIVATION: FX48702 ADOPTED
TOTAL AREA: 502m²



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 : 208210-14C-2
ACN 008 146 763

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 153 of 228

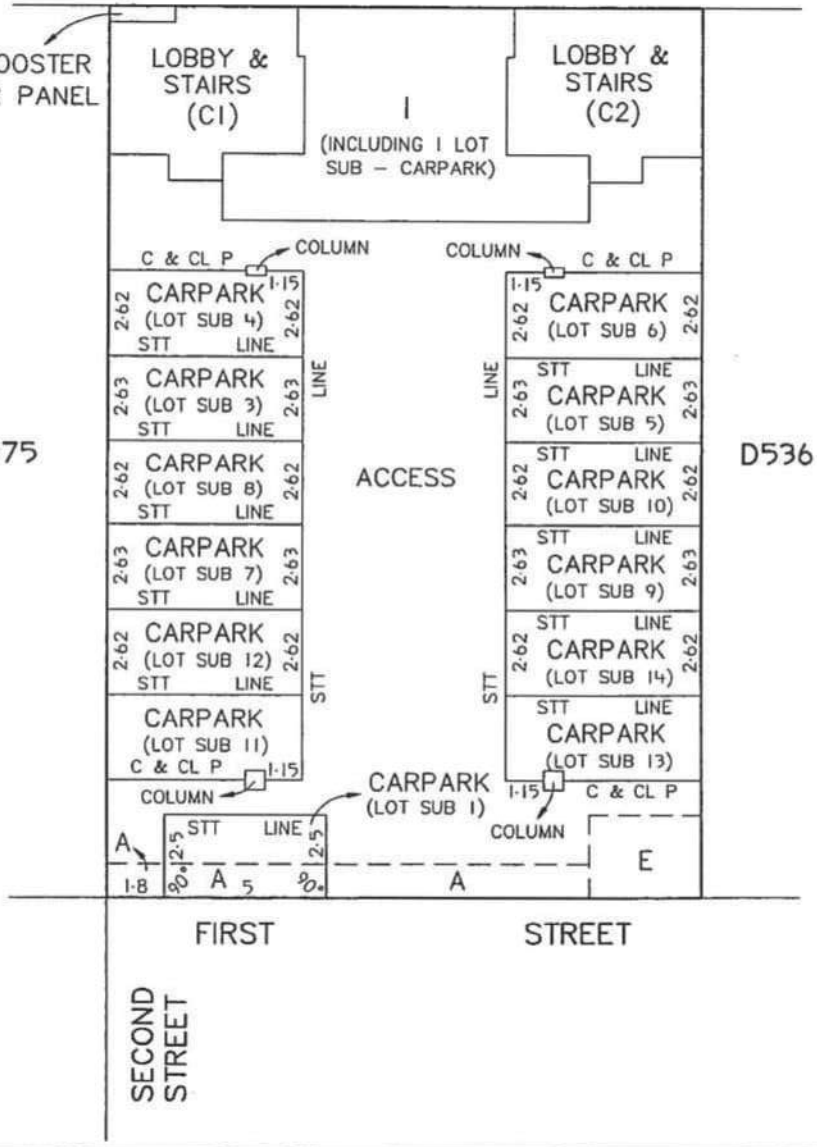
Dev No 020/C003/09 Amended Plan 06/02/09

SUBSTITUTE SHEET

GROUND FLOOR PLAN

C25060
SHEET 3 OF 6
V06





LEGEND	
STT	STRAIGHT
C & CL P	COLUMN AND CENTRELINE PRODUCED

THE UPPER LIMIT OF LOT SUBSIDIARY 1 SHOWN AS CARPARK IS LIMITED TO 3 METRES ABOVE GROUND LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES

THE UPPER LIMIT OF LOT SUBSIDIARY 3 TO 14 INCL SHOWN AS CARPARK ARE LIMITED TO 0·1 METRES BELOW THE UNDERSIDE OF THE CEILING

SCALE METRES
0 3 6 9 12 15

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000 Telephone: 8232 1954 Facsimile: 8232 7878
E-mail: surveyors@andrewandassoc.com.au
Reference : 208210-14C-3
34 Victoria Street Victor Harbor SA 5211 Telephone: 8552 4480
ACN 008 146 783

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 154 of 228

Dev No 020/C003/09 Amended Plan 06/02/09

SUBSTITUTE SHEET

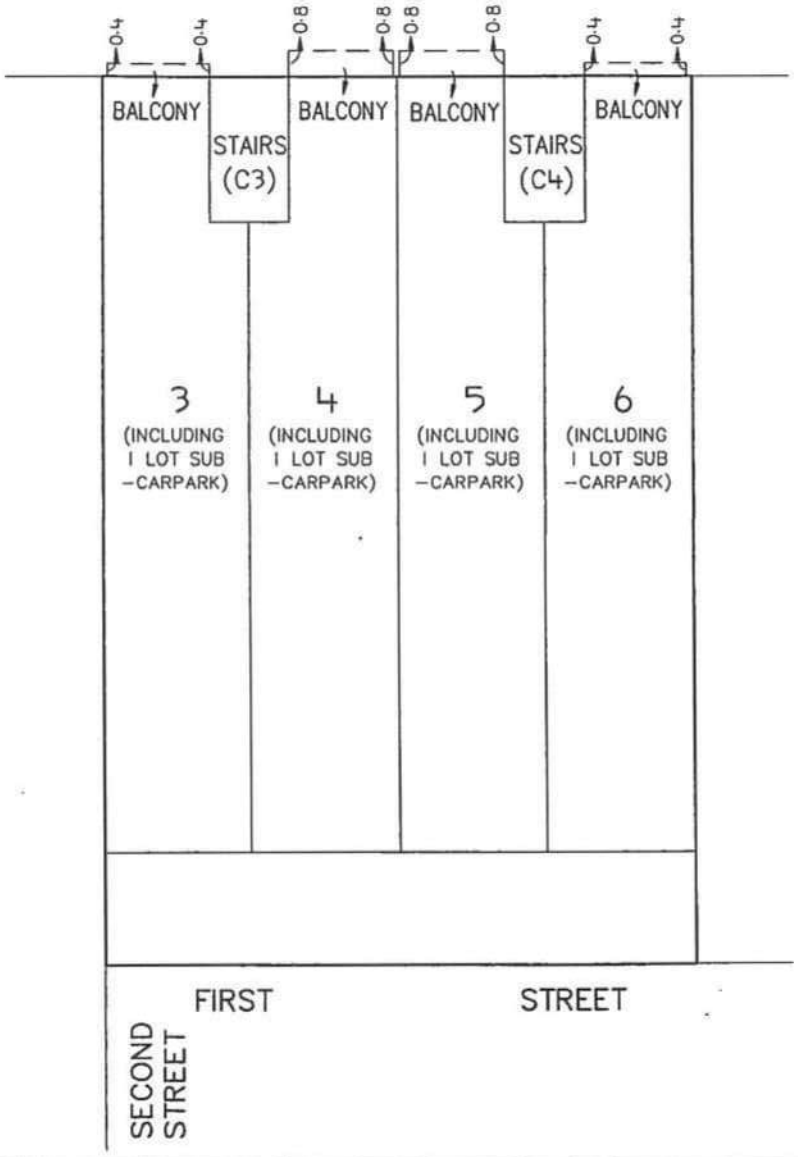
FIRST FLOOR PLAN

C25060

SHEET 4 OF 6

V06







ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7878
E-mail: surveyors@andrewandassoc.com.au
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
Reference : 206210-14C-4
ACN 008 145 783

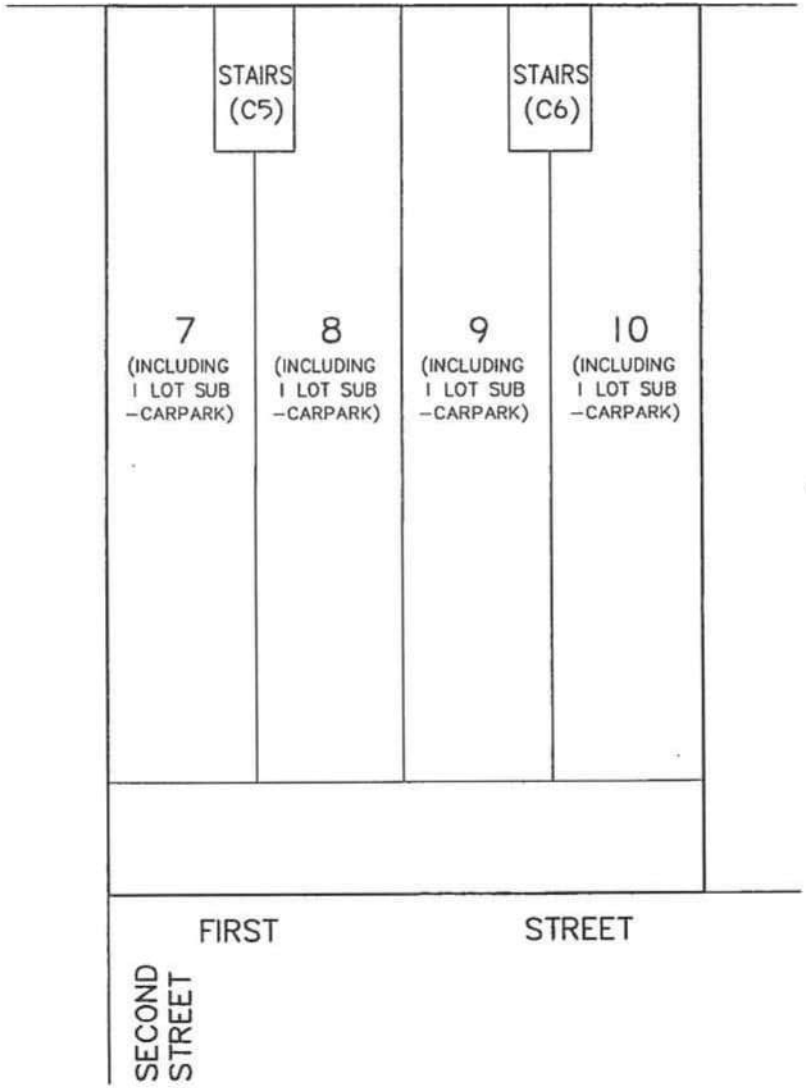
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SUBSTITUTE SHEET

SECOND FLOOR PLAN

C25060
SHEET 5 OF 6
V06







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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 : 206210-14C-5
ACN 008 148 763

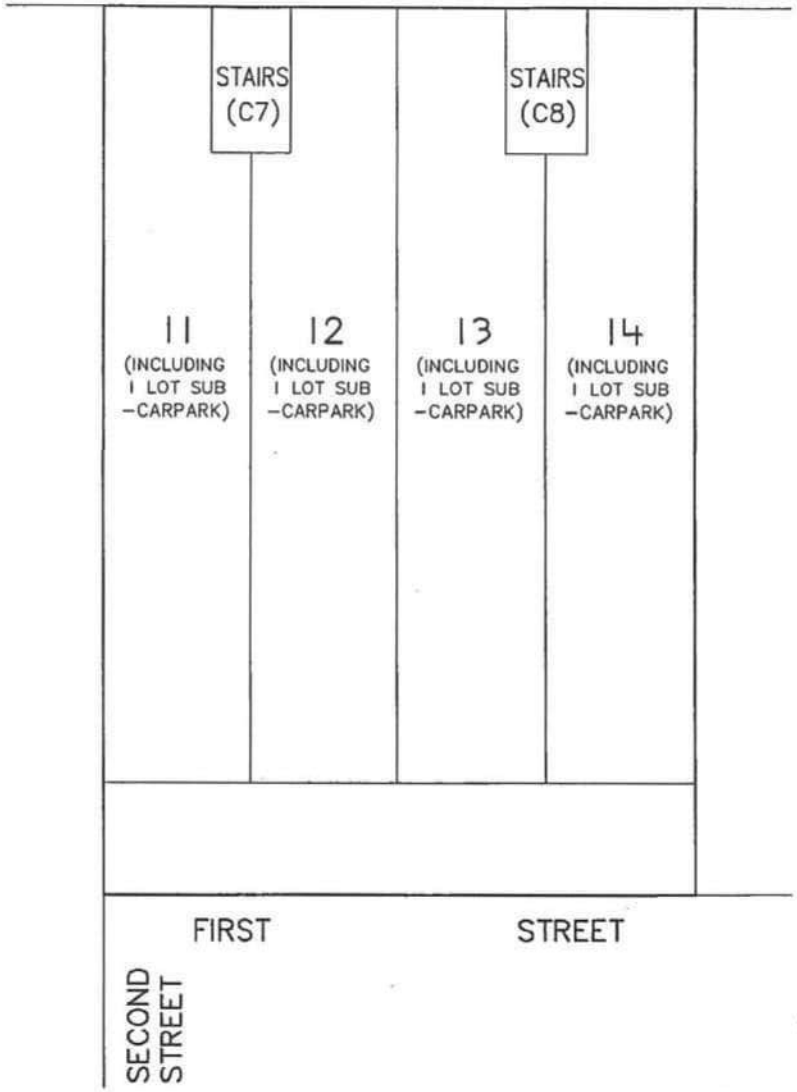
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SUBSTITUTE SHEET

THIRD FLOOR PLAN

C25060
SHEET 6 OF 6
V06







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SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000 | 34 Victoria Street Victor Harbor SA 5211
Telephone: 8232 1954 Facsimile: 8232 7878 | Telephone: 8552 4480
E-mail: surveyors@andrewandassoc.com.au
Reference : 208210-14C-6
ACN 008 148 783

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LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER	
CP 25060	
PLAN TYPE	PRIMARY STRATA
THIS IS SHEET	1 ~~OF~~ ~~SHEETS~~
APPROVED 24.3.2009	DEPOSITED 1/12/2008 PRO REGISTRAR-GENERAL
APPLICATION	11068835 11135127

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	660	
3	765	
4	765	
5	765	
6	765	
7	785	
8	785	
9	785	
10	785	
11	785	
12	785	
13	785	
14	785	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I Michael Andrew Schwarz
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 25 day of February 2009

Signature of Land Valuer

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 158 of 228

Annexure J

PLAN

CT Volume 6032 Folio 965

Annexure J

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	ADELAIDE	RE-APPROVED: JERZY MROTEK 25/03/2009	C25060
MAP REF:	6628/41/M	COUNCIL:	THE CORPORATION OF THE CITY OF ADELAIDE		SUBSTITUTE SHEET SHEET 1 OF 6
LAST PLAN:	F48702	DEVELOPMENT NO:	020/C003/09/001/20488, 020/C016/08/001/18933	DEPOSITED: DEAN WATSON 01/12/2008	16672_text_01_v12_Version_12

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

AGENT CODE: DSCA

REFERENCE: 206210-14D

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 to a scale prescribed by regulation
25th day of March 2009 Perry Mark Phillips Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5994	61		ALLOTMENT(S)	100	D	74543	ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

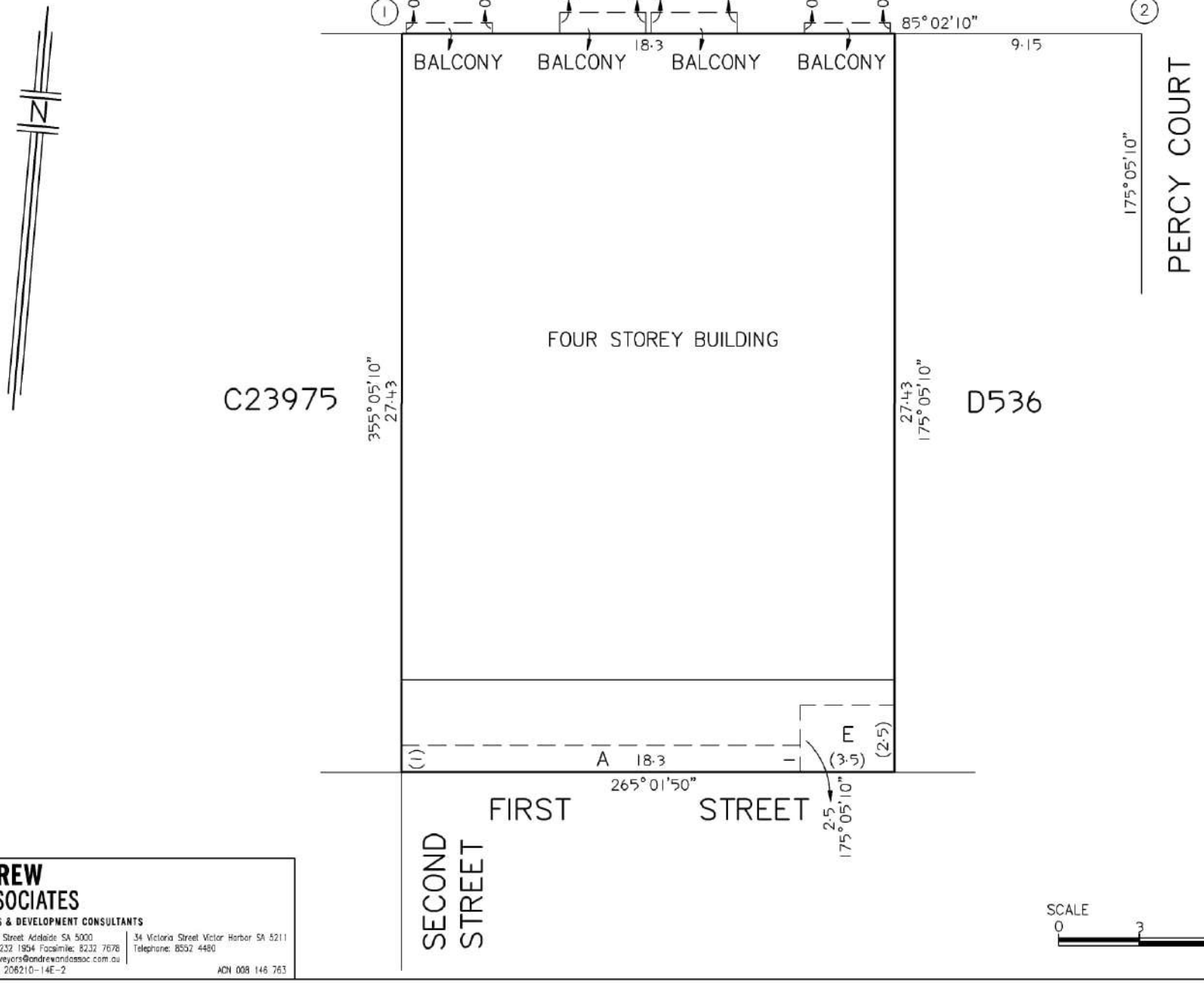
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	E		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	TG 10672343
EXISTING	COMMON PROPERTY.CARP ARK LOT SUB 1	LONG	EASEMENT(S)	A			TG 10672342
EXISTING		LONG	RIGHT(S) OF WAY	C IN S14261		1.3.4.5.6.7.8.9.10.11.12.13.14.COMMON PROPERTY	T 74674

ANNOTATIONS: ENCROACHMENT OF BALCONIES OCCURS OVER GILBERT STREET
THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 28 / 10 / 2008
AMENDMENT TO EASEMENT DETAILS VIDE DDP 12122413 PRO RG 1.5.2014

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SUBSTITUTE SHEET

SITE PLAN



C25060

SHEET 2 OF 6

16672_pland_1_V05_Version_12

BEARING DATUM: (1) – (2) 85°02'10"
DERIVATION: FX48702 ADOPTED

TOTAL AREA: 502m²

SCALE METRES
0 3 6 9 12 15

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E-mail: surveyors@andrewandassoc.com.au
Reference : 206210-14E-2
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
ACN 008 146 763

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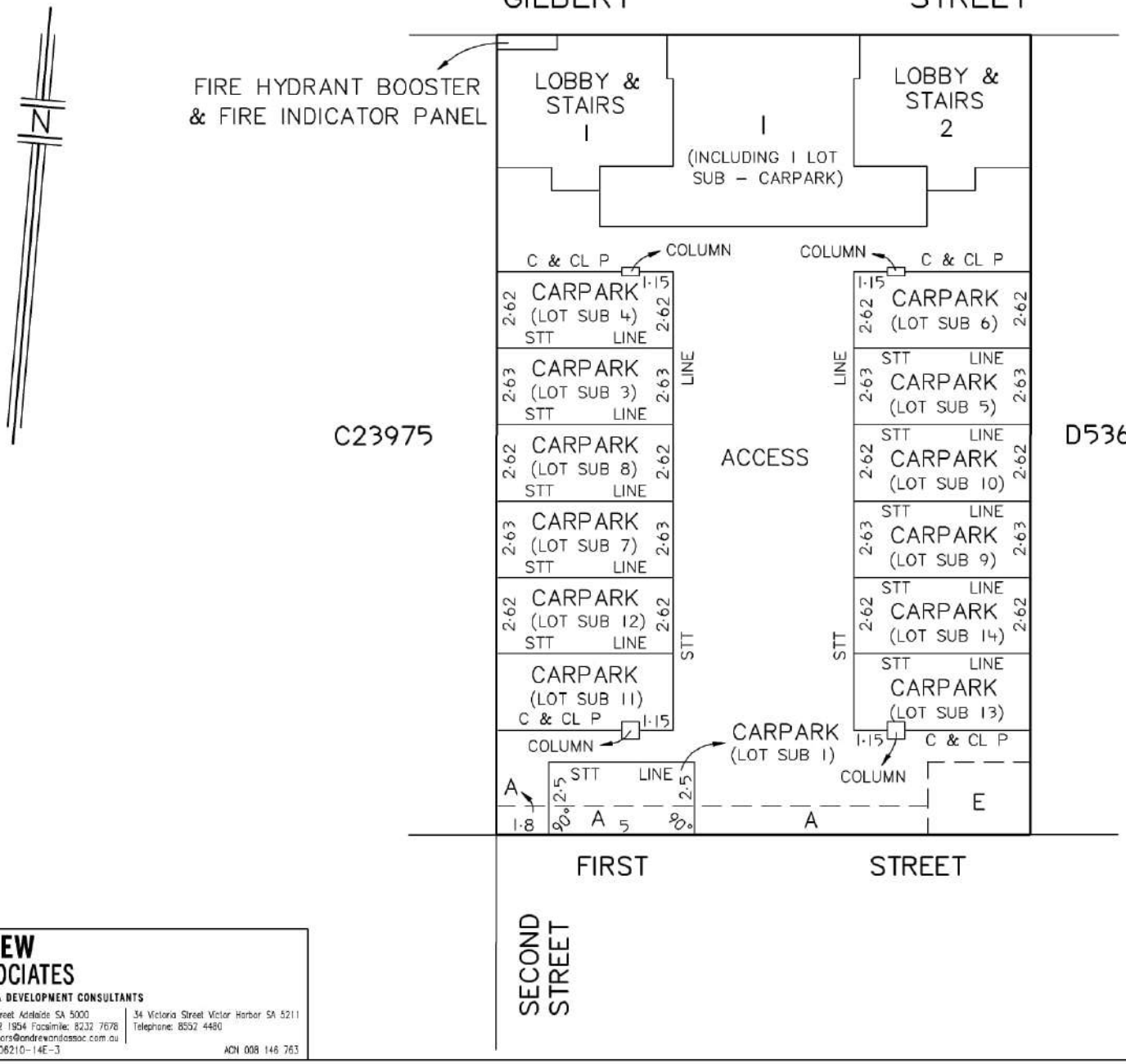
SUBSTITUTE SHEET

GROUND FLOOR PLAN

C25060

SHEET 3 OF 6

16672_pland_2_V06_Version_12



LEGEND	
STT	STRAIGHT
C & CL P	COLUMN AND CENTRELINE PRODUCED

THE UPPER LIMIT OF LOT SUBSIDIARY 1 SHOWN AS CARPARK IS LIMITED TO 3 METRES ABOVE GROUND LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES

THE UPPER LIMIT OF LOT SUBSIDIARY 3 TO 14 INCL SHOWN AS CARPARK ARE LIMITED TO 0·1 METRES BELOW THE UNDERSIDE OF THE CEILING

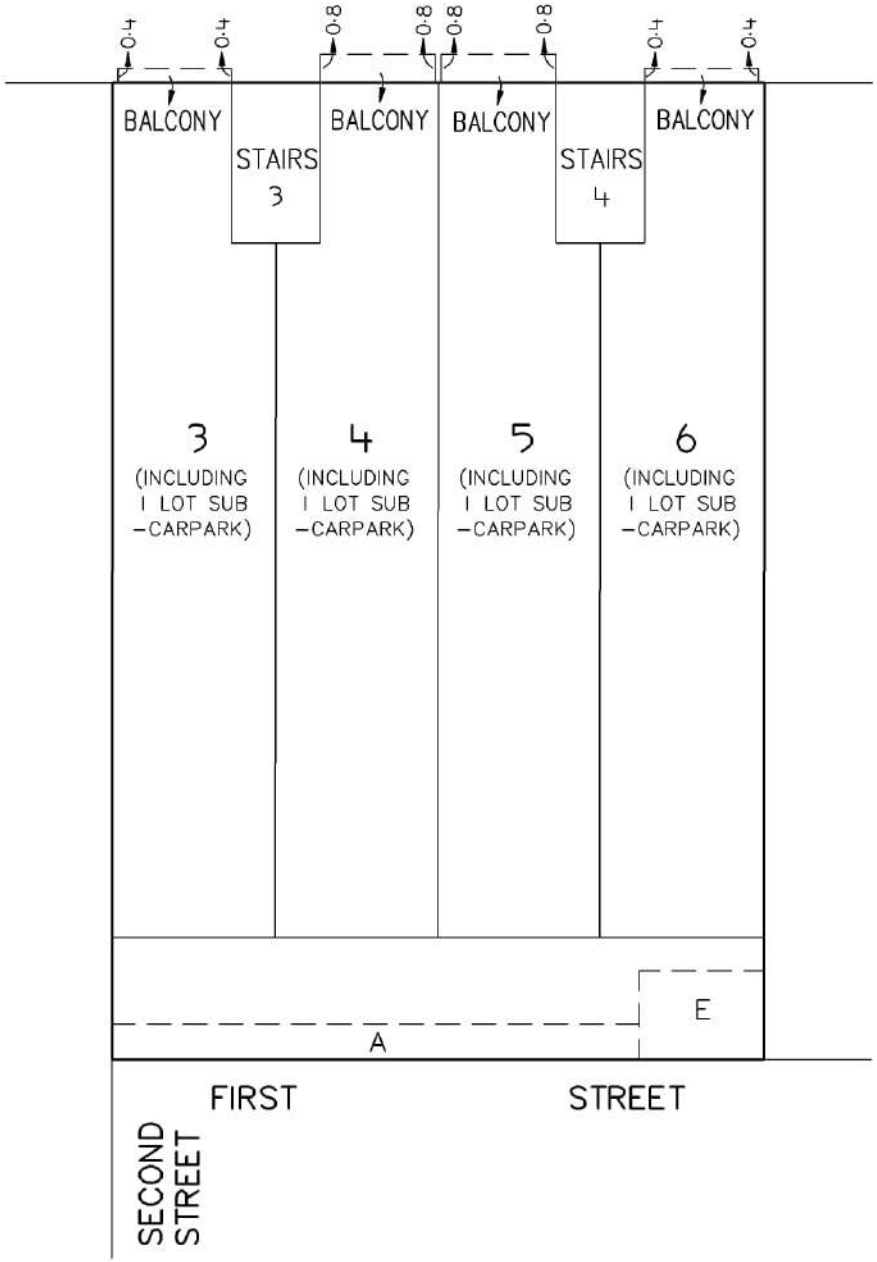
SCALE METRES
0 3 6 9 12 15

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E-mail: surveyors@andrewandassoc.com.au
Reference : 206210-14E-3
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
ACN 008 146 763

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SUBSTITUTE SHEET

FIRST FLOOR PLAN





SCALE METRES
0 3 6 9 12 15

C25060

SHEET 4 OF 6

16672_pland_3_V05_Version_12

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
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SUBSTITUTE SHEET

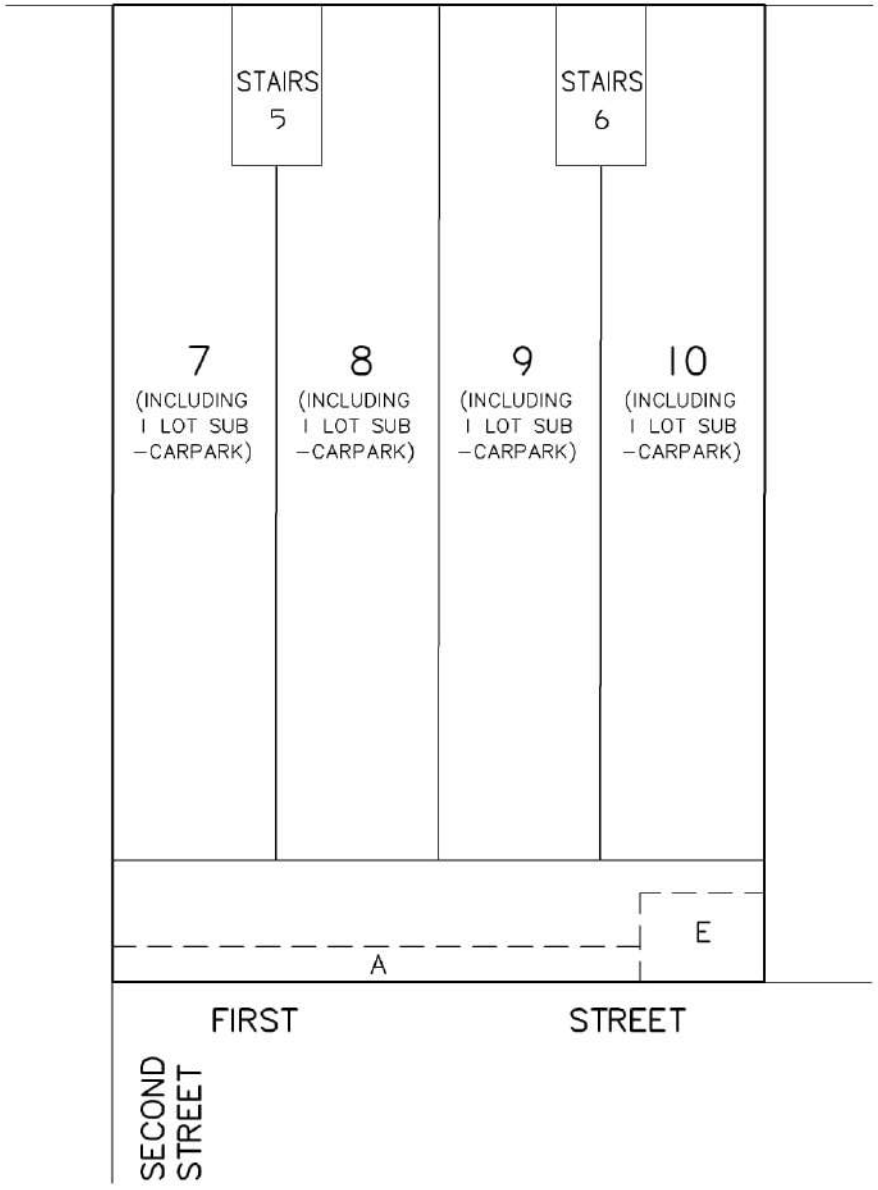
SECOND FLOOR PLAN

C25060

SHEET 5 OF 6

16672_pland_4_V05_Version_12





SCALE METRES
0 3 6 9 12 15

ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E-mail: surveyors@andrewandassoc.com.au
Reference : 206210-14E-5
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
ACN 008 146 763

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LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER	
CP 25060	
PLAN TYPE	PRIMARY STRATA
THIS IS SHEET	1 ~~OF~~ ~~SHEETS~~
APPROVED 3 17.3.2009	DEPOSITED 1/12/2008 PRO REGISTRAR-GENERAL

APPLICATION 11068835
11135127

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	660	
3	765	
4	765	
5	765	
6	765	
7	785	
8	785	
9	785	
10	785	
11	785	
12	785	
13	785	
14	785	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

I Michael Andrew Schwarz
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 25 day of February 2009

Signature of Land Valuer

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 165 of 228

BY-LAWS

CT Volume 6032 Folio 965

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 167 of 228

Orig. LF 11135128

11:18 11-Mar-2009
2 of 3 Fees: $0.00

Prefix: LF
Series No. 2

266

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: GINOS HAMILTON GMH.

Correction to:

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

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

Lands Titl 09:23 13/03/09 203816
REGISTRATION FEE $112.00

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

ITEM(S)	AGENT CODE

PICK-UP NO. CP 25060

CORRECTION DU30 17.3.2009 | PASSED

FILED 24.3.2009

pro REGISTRAR-GENERAL

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FORM LP2 ~~* NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~
* NOTICE OF VARIATION OF BY-LAWS
~~* APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

INSTRUMENT AFFECTED	1106836.	PLAN No.	25060

To the Registrar-General,

REPORT ATTACHED.

*Delete the inapplicable

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 169 of 228

Gudiskis, Tania (DTEI)

From: Jim Bidstrup [JBidstrup@gropehamiltonlawyers.com.au]
Sent: Tuesday, 24 March 2009 12:19 PM
To: Gudiskis, Tania (DTEI)
Subject: Amendments to bylaws 11135128 [Scanned]

Dear Tania
the Clause 7.3 d in the bylaws is to be amended to 7.3 (c) as discussed. Could you advise me when it is deposited.
Thank you

Jim Bidstrup
Conveyancer

GROPE HAMILTON LAWYERS
Level 2, 15 Bentham Street
Adelaide, South Australia 5000
T +61 8 8231 0088
F +61 8 8231 0355
W www.gropehamiltonlawyers.com.au

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MINUTES OF MEETING

COMMUNITY CORPORATION NO. 25060

Minutes of the meeting of Community Corporation No 25060 Incorporated were held on the 5th day of March. 2009 at 234 Waymouth Street Adelaide SA 5000 at 2.00pm.

Present: Craig Andrew Holden and Andrew James Hudson as the sole directors of the two (2) companies registered as the owners of the whole of the land in the Community Plan.

It was unanimously resolved that:

1 Andrew Hudson be elected as the Presiding Officer and Treasurer;

2 Craig Holden be elected as the Secretary;

3 An amendment be made to the Community Plan to create Lots 3 - 14 from the existing Title for Lot 2 for ;

4 The Scheme Description be amended to state that the Community Plan be amended to include the extra Lots;

5 The By-laws be amended to incorporate the additional Lots in the Community Plan.

Andrew James Hudson
Presiding Officer

DO NOT DETACH
Doc. No. 11135028
Initials B
Date 24.3.2009

This is the copy of the Resolution referred to in the attached Certificate.

Andrew James Hudson

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FURTHER MINUTES OF MEETING

COMMUNITY CORPORATION NO. 25060

Minutes of the meeting of Community Corporation No 25060 Incorporated were held on the 5th day of March 2009 at 234 Waymouth Street Adelaide SA 5000 at 2.00pm.

Present: Craig Andrew Holden and Andrew James Hudson as the sole directors of the two (2) companies registered as the owners of the whole of the land in the Community Plan.

1 It was unanimously resolved that the Scheme Description be amended to include the following provision:

7 OTHER IMPORTANT FEATURES OF SCHEME

7.1 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C1) Stairs (C3) Stairs (C5) and Stairs (C7) only provide access to and from Lots 3, 4, 7, 8, 11 and 12 the owners and occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property

7.2 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C2) Stairs (C4) Stairs (C6) and Stairs (C8) only provide access to and from Lots 5, 6, 9, 10, 13 and 14 the owners and occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property.

2 It was unanimously resolved that the By-Laws be amended:

2.1 The existing By-Law 41 be removed form the By-Laws

2.2 By-Law 2 be varied to include the following provisions:

2.3 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.

2.4 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

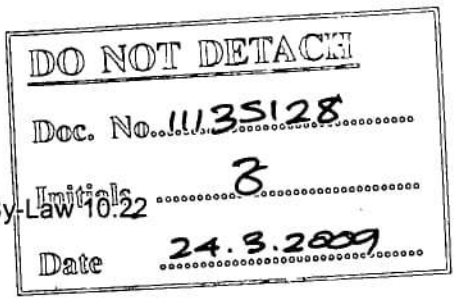
2.3 By-Law 7.1 (a) be renumbered to By-Law 7.1.1

2.4 By-Law 7.1 (b) be renumbered to By-Law 7.1.2

2.5 By-Law 7.1 (c) be renumbered to By-Law 7.1.3

2.6 By Law 10 be varied to remove By-Law 10.2, 10.21 and By-Law 10.22

2.7 By-Law 13 be varied to include the following provisions:



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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 172 of 228

(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.

2.8 By-Law 21.4 will be amended so that the owners of Lots 3-14 will pay for water use by an equal proportion each of the total amount of water indicated by reading of the flow meters not used by Lot 1.

2.9 By-Law 22.3 will be amended so that the owners of Lots will pay for gas use in proportion of the total use indicated by the reading of the hot water flow meter for each lot.

2.10 By-Law 18 be removed and the following By-Law inserted in it's place:

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 Subject to By-Law 18.6 no rubbish receptacles other than those provided by the Corporation are to be stored on the Common Property.

18.5 The rubbish receptacles provided by the Corporation pursuant to By-Law 18.6 are to be used only for the disposal of ordinary domestic waste by an owner or Occupier of Lots 3-14 inclusive only. The owner of Occupier of the Retail Lot shall not be permitted to dispose of any waste of any nature whatsoever in such receptacle or receptacles.

18.6 The owner or Occupier of the Retail Lot may keep a rubbish receptacle supplied by the Council within the portion of the Common Property adjacent to the west of the carpark Lot Subsidiary comprising part of the Retail Lot.

18.7 The owner or Occupier of the Retail Lot must comply with any requirements of the Council for the disposal of rubbish or waste.

DO NOT DETACH
Doc. No. 11135128
Initials 3
Date 24.3.2009

18.8 The rubbish receptacle utilised by an owner or Occupier of the Retail Lot is to be used only for the disposal of waste arising from the ordinary commercial operation of the business activities from the Retail Lot permitted by these By-Laws and at law.

18.9 The owner or Occupier of the Retail Lot must ensure the rubbish receptacle referred to in By-Law 18.6 is emptied weekly by Council collection

2.11 By-Law 38.1 be removed and the following By-Law inserted in it's place:

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

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notwithstanding the location of such equipment remain with the owner of the relevant Lot.

2.12. By-Law 39 be varied to include the following By-Laws:

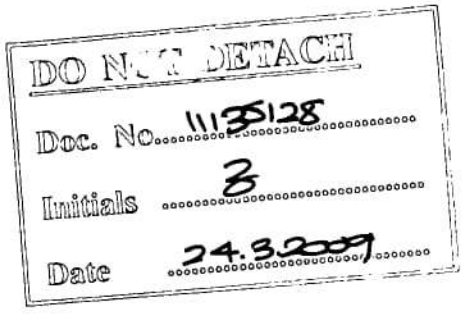
39.1 The owners and Occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C1), Stairs (C3), Stairs (C5) and Stairs (C7).

39.2 The owners and Occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C2), Stairs (C4), Stairs (C6) and Stairs (C8).

Andrew James Hudson
Presiding Officer

This is the copy of the Resolution referred to in the attached Certificate.

Andrew James Hudson



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Form 5

CERTIFICATION OF COPY OF BY-LAWS AS VARIED AND RESOLUTION

* (Pursuant to Section 39(5) of the Community Titles Act 1996)

To: The Registrar-General

I, ANDREW JAMES HUDSON of 234 Waymouth Street Adelaide SA 5000 being an Officer of Community Corporation No 25060 Incorporated, certify that:

1. The copy of the By-Laws attached to this Certificate is a true copy of the By-Laws as varied by ~~special or~~ unanimous (strike out whoever is not applicable) resolution of the corporation on the 5th day of March 2009.

2. The copy of the resolution attached to this Certificate is a true copy of the resolution referred to in paragraph (a).

Dated the 5th day of March 2009.

Andrew James Hudson

DO NOT DETACH

Doc. No. 11135128

Initials 8

Date 24.3.2009

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 175 of 228

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY-LAWS

COMMUNITY CORPORATION NO. 25060 INC

PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION "115-119 GILBERT STREET"

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

Andrew James Hudson

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 176 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

COMMUNITY CORPORATION NO. INCORPORATED

INDEX

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 177 of 228

28. BY-LAW 28 – REMOVAL OF PERSONS 16
29. BY-LAW 29 – WAIVER 16
30. BY-LAW 30 – NOTICE 16
31. BY-LAW 31 – SECURITY OF COMMON PROPERTY 17
32. BY-LAW 32 – NOTIFICATION OF DEFECTS 17
33. BY-LAW 33 – COMPENSATION TO CORPORATION 17
34. BY-LAW 34 – SECURITY KEYS 17
35. BY-LAW 35 – COMPLAINTS AND APPLICATIONS 17
36. BY-LAW 36 – STORAGE CAGES 17
37. BY-LAW 37 – NO TRADE OR BUSINESS 18
38. BY-LAW 38 – AIR CONDITIONING EQUIPMENT 18
39. BY-LAW 39 – CONTRIBUTIONS, ACCESS TO UPPER FLOORS AND GROUND FLOOR COMMON AREAS 18

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 178 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY TITLES NO. 25060 INC

IMPORTANT NOTICE

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

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

PART 1 – DEFINITIONS

1. BY-LAW 1 – DEFINITION

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

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

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

1.3 "**Common Property**" means the Common Property created by community plan no 20560;

1.4 "**Corporation**" means the Community Corporation No. 25060 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 "**Retail Lot**" means Lot 1 in Community Plan No. 25060 situated on the ground floor of the Building;

1.6 "**Community Parcel**" means the whole of the land comprised in Community Plan No.25060;

1.7 "**Lot**" means a Community Lot comprised in Community Plan No. 25060;

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

1.9 "**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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 179 of 228

other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;

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

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

(e) words of any gender include every gender;

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

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

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

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

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 - RESPONSIBILITY OF CORPORATION

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

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

2.3 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 180 of 228

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

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

PART 3 – COMMUNITY PARCEL

4. BY-LAW 4 – PROHIBITED ACTIVITIES

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

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

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

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

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

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

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

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

4.8 use any portion of the 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. This By-Law shall not apply to the Retail Lot;

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 181 of 228

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 in respect of Lots 3 to 14 inclusive store flammable material of a nature or in a quantity other than for ordinary domestic use; and

4.18 in respect of the Retail Lot store flammable material of a nature or in a quantity other than as is necessary for the conduct of the use to which the Retail Lot is being put and subject to compliance with all statutory requirements in respect of the storage of such materials.

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;

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 182 of 228

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

(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;

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 183 of 228

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

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 car parking space allocated to the lot for any purpose other than the parking of a registered motor vehicle, or storage of items in accordance with Bylaw 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 Corporation must not unreasonably withhold its approval for the erection of buildings and structural improvements if such buildings and improvements are in accordance with the planning approval No. City of Adelaide DA 605/2006.

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 184 of 228

(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 ~~7.2.3~~ 7.3(c) to the Corporation.

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

7.5 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;

(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.

7.6 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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 185 of 228

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

7.7 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.

7.8 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.

7.9 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 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

10.1 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.

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 186 of 228

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 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

(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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 187 of 228

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

17.1 A person must not display a sign advertisement on a Lot or the Common Property without the approval of the Corporation.

17.2 Nothing in By-Law 17.1, prohibits the owner or Occupier of the Retail Lot from affixing a sign to the Lot or the Common Property provided the sign:

(a) is only for the purposes of identifying the business carried on from the Lot and the hours of operation of the business;

(b) is in accordance with the consent issued for City of Adelaide DA/441/2008; and

(c) complies with the requirements of all relevant authorities.

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 Subject to By-Law 18.6 no rubbish receptacles other than those provided by the Corporation are to be stored on the Common Property.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 188 of 228

18.5 The rubbish receptacles provided by the Corporation pursuant to By-Law 18.6 are to be used only for the disposal of ordinary domestic waste by an owner or Occupier of Lots 3-14 inclusive only. The owner of Occupier of the Retail Lot shall not be permitted to dispose of any waste of any nature whatsoever in such receptacle or receptacles.

18.6 The owner or Occupier of the Retail Lot may keep a rubbish receptacle supplied by the Council within the portion of the Common Property adjacent to the west of the carpark Lot Subsidiary comprising part of the Retail Lot.

18.7 The owner or Occupier of the Retail Lot must comply with any requirements of the Council for the disposal of rubbish or waste.

18.8 The rubbish receptacle utilised by an owner or Occupier of the Retail Lot is to be used only for the disposal of waste arising from the ordinary commercial operation of the business activities from the Retail Lot permitted by these By-Laws and at law.

18.9 The owner or Occupier of the Retail Lot must ensure the rubbish receptacle referred to in By-Law 18.6 is emptied weekly by Council collection

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 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 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 white or backed by a 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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 189 of 228

used in accordance with the SA Water's usual practices.

21.2 Lot 1 has separate flow meters installed to measure use of hot and cold by the occupier of the lot. The Corporation will upon receipt of an invoice from the SA Water, cause the flow meters to be read and the reading recorded.

21.3 The owner of Lot 1 must contribute to the payment of the invoice the value of the portion of the water usage calculated according to the portion of total water usage indicated by the reading of the flow meters.

21.4 The owner of Lots 3 to 14 inclusive must contribute in equal proportions to the payment of the balance of the invoice.

22. BY-LAW 22 – PROVISION OF GAS

22.1 Gas is supplied to the lots by single connection. The retail provider of gas 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 Each lot has a flow meter installed to measure the use of hot water. The Corporation will upon receipt of an invoice from the provider, cause the flow meters to be read and the readings recorded.

22.3 The owner of each lot will contribute to payment of the account according to the proportion of use of the total hot water use as indicated by the proportionate hot water meter readings.

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 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,

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 190 of 228

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.

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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 191 of 228

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;

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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 192 of 228

37. BY-LAW 37 – NO TRADE OR BUSINESS

37.1 Except for the Retail Lot, 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.

37.2 The owner or Occupier of the Retail Lot may carry on a trade or business from the relevant Lot, provided that:

(a) the Scheme Description and development plan governing the use of that Lot permits the trade or business to be carried on from that Lot;

(b) the trade or business is not for the purposes of the sale or preparation of food or beverages;

(c) all necessary statutory approvals are obtained and any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with;

(d) the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and Occupiers of other Lots; and

(e) the trade or business must not be undertaken outside the hours of 7.30 am to 9.00 pm on weekdays and 7.30 am to 5.00pm on weekends.

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.

39. BY-LAW 39 – CONTRIBUTIONS, ACCESS TO UPPER FLOORS AND GROUND FLOOR COMMON AREAS

39.1 The owner of the Retail Lot will not be required to contribute towards the costs of cleaning and maintaining those portions of the common property comprising the lobbies or the stairs throughout the Building.

39.2 The owner and Occupier of the Retail Lot shall not without the consent of the Corporation be entitled to access any part of the Building other than the Retail Lot of which they are the owner or Occupier and that portion of the common property on the ground floor comprising the car park.

39.3 The owners and Occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C1), Stairs (C3), Stairs (C5) and Stairs (C7).

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 193 of 228

39.4 The owners and Occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C2), Stairs (C4), Stairs (C6) and Stairs (C8).

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 194 of 228

OTR - WATER INDUSTRY

Caitlyn Papalia

From: DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>
Sent: Wednesday, 16 September 2026 9:32 AM
To: Eckermann Searches
Subject: PIR: 0212784353 Reference: 0002817695

Categories: Paps

OFFICIAL

Please note that any statement related to this property Unit 4, 115 GILBERT STREET, ADELAIDE, SA 5000 was based on historical data which no longer applies to the property. The Plumbing section of The Office of the Technical Regulator has no current interests in this property.

Note: This statement may have been recreated from the original data transferred from SA Water. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.

Rebecca Smith | Senior Regulatory Compliance Administrator

The Office of the Technical Regulator | Plumbing
Department for Energy and Mining
T 1300 760 311 | E DEMOTRPlumbingConveyancing@sa.gov.au | W www.energymining.sa.gov.au

GPO Box 618, Adelaide, South Australia 5001
Level 4, 11 Waymouth Street, Adelaide SA 5000

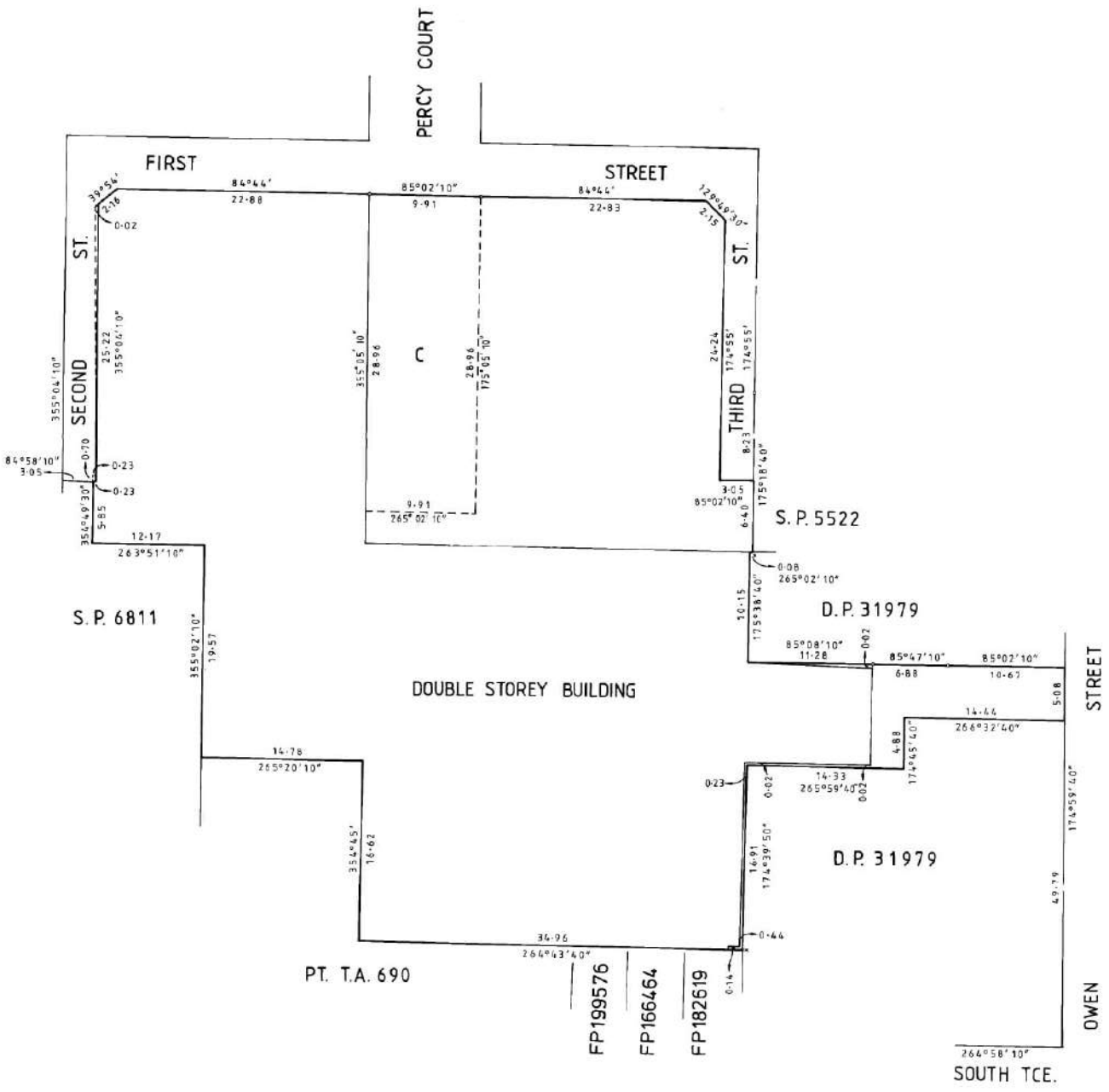
DISCLAIMER:
The information in this e-mail may be confidential and/or legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. If you have received this email in error, please delete it from your system and notify the sender immediately. DEM does not represent, warrant or guarantee that the integrity of this communication has been maintained or that the communication is free of errors, virus or interference.

Annexure M

PLANS

Annexure M

SITE PLAN



STRATA PLAN NUMBER

SP 14261

THIS IS SHEET 1 OF 4 SHEETS

DEPOSITED 26/8/1998 — PRO REGISTRAR-GENERAL

MAP REFERENCE 6628-41-m

TITLE REFERENCE C.T. 5475/374

O.B./LAST PLAN REF. F.P. 38842 — TOTAL AREA 368

HUNDRED ADELAIDE

~~TOWNSHIP~~/AREA ADELAIDE

COUNCIL CITY OF ADELAIDE

ALLOTMENT 50 IN F.P. 38842 OF PT. T.A. 633, 689, 690 CITY OF ADELAIDE

SCALE: 0 5 10 15 20 N

ANNOTATIONS

- PORTION OF COMMON PROPERTY, PORTI OF CARPARK UNIT SUB. 1, CARPARK UI SUB. 2, CARPARK UNIT SUB. 3, IS SUBJ TO AN EASEMENT TO THE MINISTER FOR INFRASTRUCTURE T3109440 (MARKED 'C')
- PORTION OF COMMON PROPERTY, PORT OF CARPARK UNIT SUB. 1, CARPARK UN SUB. 2, CARPARK UNIT SUB. 3, IS SUBJ TO RIGHTS OF WAY T71940, T720 T72041 AND T74674 (MARKED 'C')
- ENCROACHMENT OF WALL OCCURS OV SECOND STREET. (PUBLIC ROAD)

AMENDMENTS TO NOTES 1 AND 2 VIDE DKT 4187/1998

PRO RG 7/10/1998

AMENDMENTS TO NOTE 2 VIDE DKT 418/2001

PRO RG 15/3/2

I, GRAEME EDWARD NEALE a licensed surv under the Survey Act, 1992, certify:-

(a) that this plan correctly delineates the boundaries of the comprised in the plan and all units, unit subsidiaries, com property and other buildings shown on the plan;

(b) that this plan is correct for the purposes of the Strata Titles 1988, and regulations.

Dated this 22nd day of June 1998

Licensed Surveyor

BLEEZE, NEALE & ASSOCS. PTY LTD.
Licensed Surveyors ACN 007 174 695

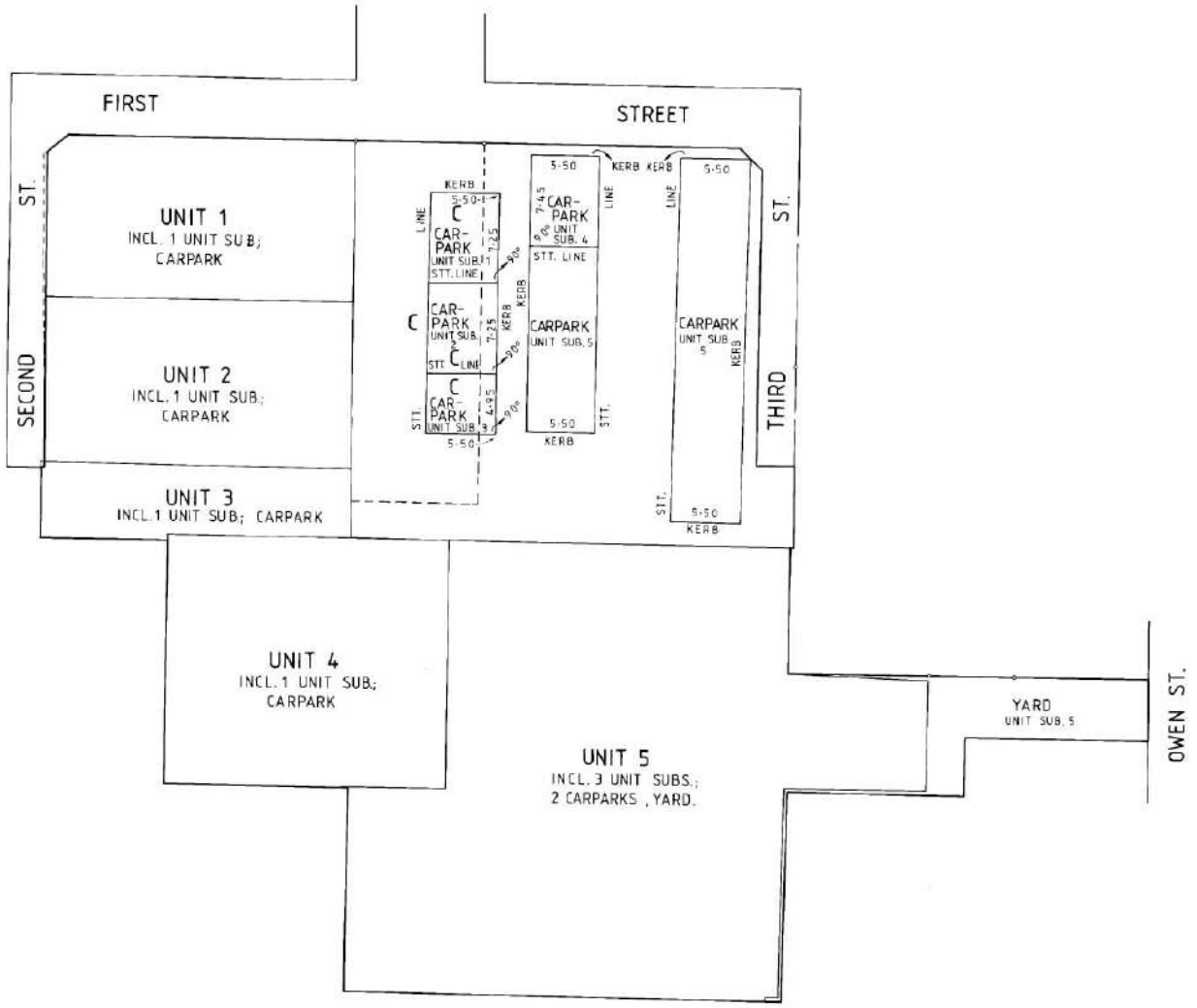
14/230 MAIN SOUTH ROAD
MORPHETT VALE 5162

Telephone (08) 8384 7344
Fax (08) 8326 5004 Ref: 6869/91

ACS6

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 197 of 228

GROUND FLOOR PLAN



N

PLAN NUMBER
SP 14261

DEPOSITED
ACCEPTED FOR FILING 26/8/1998
PRO REGISTRAR

THIS IS SHEET 2 OF MY PLAN IN 4 SHEETS

DATED 23/6/1997

LICENSED SURVEYOR

SCALE
0 5 10 15 20 M

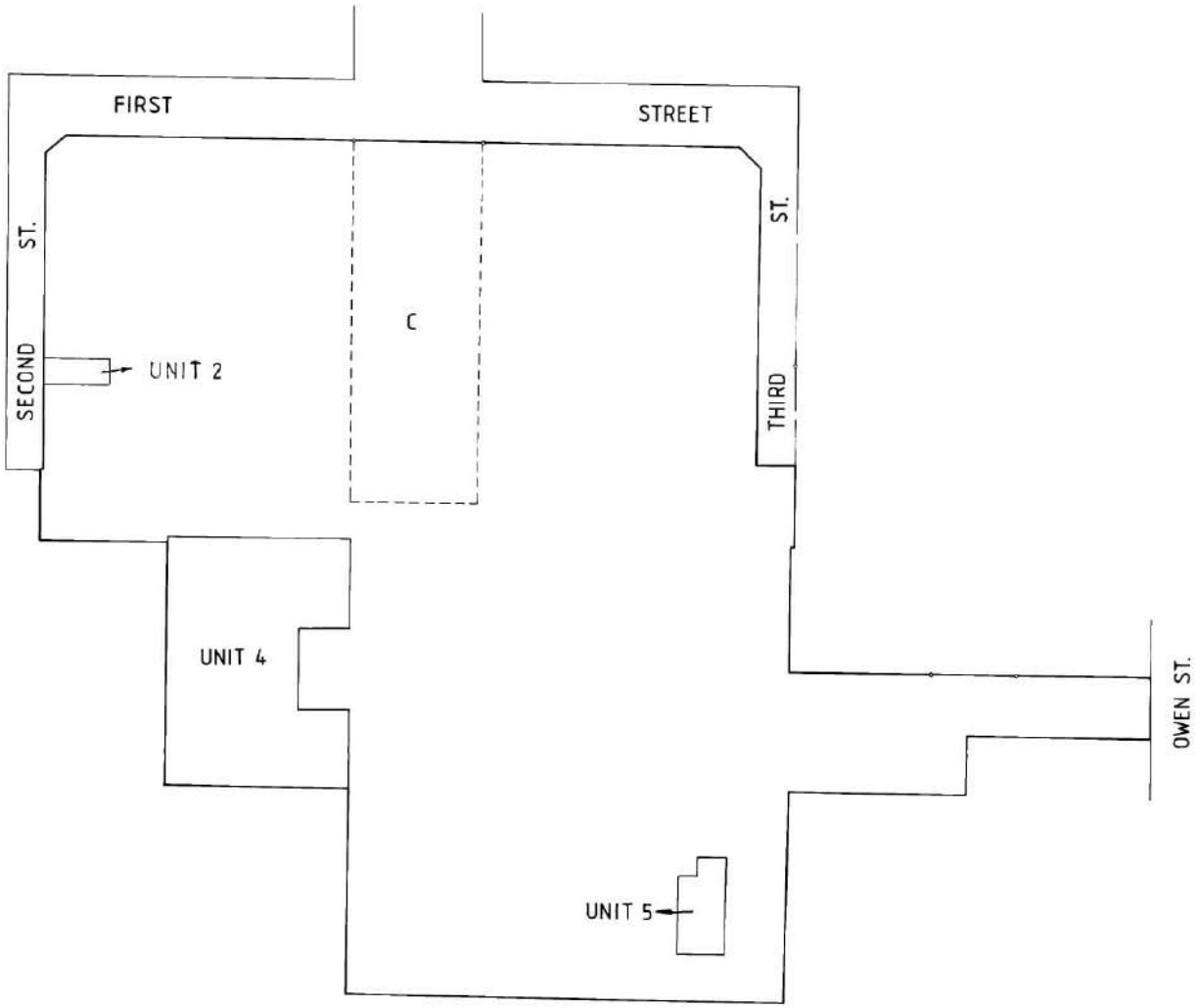
STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

THE LOWER AND UPPER LIMITS OF A UNIT SUBSIDIARY SHOWN AS CARPAR AND YARD ARE EXISTING GROUND LE AND 3·00 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIG BY OVERHANGING STRUCTURES BELOW 3·00 METRES.

BLEEZE, NEALE & ASSOCS. PTY LTD.
Licensed Surveyors ACN 007 174 000
14/230 MAIN SOUTH ROAD
MORPHETT VALE 5162
Telephone (08) 8384 7344
Fax (08) 8326 5004 Ref: 4859/97

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 198 of 228

FIRST FLOOR PLAN



PLAN NUMBER
SP 14261

DEPOSITED
ACCEPTED FOR FILING 26 / 8 / 1998

THIS IS SHEET 3 OF MY PLAN IN 4 SHEETS

DATED 23 / 6 / 1997

LICENSED SURVEYOR

SCALE
0 5 10 15 20 METRES

STATEMENTS CONCERNING EASEMENTS ANNOTATIONS AND AMENDMENTS

BLEEZE, NEALE & ASSOCS. PTY LTD.
Licensed Surveyors
14/230 MAIN SOUTH ROAD
MORPHETT VALE 5162
Telephone (08) 8384 7344
Fax (08) 8326 6004 Ref: 4869/97

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 199 of 228

Application No. 8533441

STRATA PLAN NUMBER

SP 14261

DEPOSITED 26/08/1998

PRO REGISTRAR-GENERAL

THIS IS SHEET 4 OF 4 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	1100				
2	1100				
3	600				
4	1300				
5	5900				
				AGGREGATE	
AGGREGATE	10000	AGGREGATE		ROAD OR RESERVE ALLOTMENTS	

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 200 of 228

SCHEME DESCRIPTION

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 202 of 228

Orig. LF 11135129

11:18 11-Mar-2009
3 of 3 Fees: $0.00

LF
Series No.
3

266

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:

Correction to: | GLOVE HAMILTON GRUNS.

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

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

Lands Titl 09:23 13/03/09 203816
REGISTRATION FEE $112.00

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

ITEM(S)	AGENT CODE

PICK-UP NO. CP25060

CORRECTION DU30 17.3.2009

PASSED 3

FILED 24.3.2009

pro REGISTRAR-GENERAL

© LAWSOFT PTY LTD (June 2005) Lic No.1

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 203 of 228

FORM LF2

*** NOTICE OF AMENDMENT OF SCHEME DESCRIPTION**

*** ~~NOTICE OF VARIATION OF BY-LAWS~~**

*** ~~APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~**

INSTRUMENT AFFECTED	110 68837	PLAN No.	~~205~~ 28060.

To the Registrar-General,

SEE ATTACHED.

*Delete the inapplicable

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 204 of 228

MINUTES OF MEETING

COMMUNITY CORPORATION NO. 25060

Minutes of the meeting of Community Corporation No 25060 Incorporated were held on the 5th day of March 2009 at 234 Waymouth Street Adelaide SA 5000 at 2.00pm.

Present: Craig Andrew Holden and Andrew James Hudson as the sole directors of the two (2) companies registered as the owners of the whole of the land in the Community Plan.

It was unanimously resolved that:

1 Andrew Hudson be elected as the Presiding Officer and Treasurer;

2 Craig Holden be elected as the Secretary;

3 An amendment be made to the Community Plan to create Lots 3 - 14 from the existing Title for Lot 2 for ;

4 The Scheme Description be amended to state that the Community Plan be amended to include the extra Lots;

5 The By-laws be amended to incorporate the additional Lots in the Community Plan.

Andrew James Hudson
Presiding Officer

DO NOT DETACH
Doc. No. 11135124
Initials 3
Date 24/3/2009

This is the copy of the Resolution referred to in the attached Certificate.

Andrew James Hudson

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 205 of 228

FURTHER MINUTES OF MEETING

COMMUNITY CORPORATION NO. 25060

Minutes of the meeting of Community Corporation No 25060 Incorporated were held on the 5th day of March 2009 at 234 Waymouth Street Adelaide SA 5000 at 2.00pm.

Present: Craig Andrew Holden and Andrew James Hudson as the sole directors of the two (2) companies registered as the owners of the whole of the land in the Community Plan.

1 It was unanimously resolved that the Scheme Description be amended to include the following provision:

7 OTHER IMPORTANT FEATURES OF SCHEME

7.1 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C1) Stairs (C3) Stairs (C5) and Stairs (C7) only provide access to and from Lots 3, 4, 7, 8, 11 and 12 the owners and occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property

7.2 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C2) Stairs (C4) Stairs (C6) and Stairs (C8) only provide access to and from Lots 5, 6, 9, 10, 13 and 14 the owners and occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property.

2 It was unanimously resolved that the By-Laws be amended:

2.1 The existing By-Law 41 be removed form the By-Laws

2.2 By-Law 2 be varied to include the following provisions:

2.3 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.

2.4 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

2.3 By-Law 7.1 (a) be renumbered to By-Law 7.1.1

2.4 By-Law 7.1 (b) be renumbered to By-Law 7.1.2

2.5 By-Law 7.1 (c) be renumbered to By-Law 7.1.3

2.6 By Law 10 be varied to remove By-Law 10.2, 10.21 and By-Law 10.22

2.7 By-Law 13 be varied to include the following provisions:

DO NOT DETACH
Doc. No. 11853229
Initials B
Date 24.3.2009

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 206 of 228

(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.

2.8 By-Law 21.4 will be amended so that the owners of Lots 3-14 will pay for water use by an equal proportion each of the total amount of water indicated by reading of the flow meters not used by Lot 1.

2.9 By-Law 22.3 will be amended so that the owners of Lots will pay for gas use in proportion of the total use indicated by the reading of the hot water flow meter for each lot.

2.10 By-Law 18 be removed and the following By-Law inserted in it's place:

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 Subject to By-Law 18.6 no rubbish receptacles other than those provided by the Corporation are to be stored on the Common Property.

18.5 The rubbish receptacles provided by the Corporation pursuant to By-Law 18.6 are to be used only for the disposal of ordinary domestic waste by an owner or Occupier of Lots 3-14 inclusive only. The owner of Occupier of the Retail Lot shall not be permitted to dispose of any waste of any nature whatsoever in such receptacle or receptacles.

DO NOT DETACH

Doc. No. 11355429 ..... 18.6

Initials ..... B

Date 24.3.2009 ..... 18.7

The owner or Occupier of the Retail Lot may keep a rubbish receptacle supplied by the Council within the portion of the Common Property adjacent to the west of the carpark Lot Subsidiary comprising part of the Retail Lot.

The owner or Occupier of the Retail Lot must comply with any requirements of the Council for the disposal of rubbish or waste.

18.8 The rubbish receptacle utilised by an owner or Occupier of the Retail Lot is to be used only for the disposal of waste arising from the ordinary commercial operation of the business activities from the Retail Lot permitted by these By-Laws and at law.

18.9 The owner or Occupier of the Retail Lot must ensure the rubbish receptacle referred to in By-Law 18.6 is emptied weekly by Council collection

2.11 By-Law 38.1 be removed and the following By-Law inserted in it's place:

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

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 207 of 228

notwithstanding the location of such equipment remain with the owner of the relevant Lot.

2.10 By-Law 39 be varied to include the following By-Laws:

39.1 The owners and Occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C1), Stairs (C3), Stairs (C5) and Stairs (C7).

39.2 The owners and Occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C2), Stairs (C4), Stairs (C6) and Stairs (C8).

Andrew James Hudson
Presiding Officer

This is the copy of the Resolution referred to in the attached Certificate.

Andrew James Hudson

DO NOT DETACH

Doc. No. 111357209

Initials B

Date 24.3.2009

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 208 of 228

notwithstanding the location of such equipment remain with the owner of the relevant Lot.

2.10 By-Law 39 be varied to include the following By-Laws:

39.1 The owners and Occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C1), Stairs (C3), Stairs (C5) and Stairs (C7).

39.2 The owners and Occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled to the exclusion of any other owner or Occupier of a Lot to have access to and to use those portions of the Common Property comprising Lobby and Stairs (C2), Stairs (C4), Stairs (C6) and Stairs (C8).

Andrew James Hudson
Presiding Officer

This is the copy of the Resolution referred to in the attached Certificate.

Andrew James Hudson

DO NOT DETACH

Doc. No. 11135229

Initials 8

Date 24.3.2009

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 209 of 228

Form 4

CERTIFICATION OF SCHEME DESCRIPTION AS AMENDED

* (Pursuant to Section 31(2) of the Community Titles Act 1996)

To: The Registrar-General

I, ANDREW JAMES HUDSON of 234 Waymouth Street Adelaide SA 5000 being an Officer of Community Corporation No 25060 Incorporated, certify that:

1. In accordance with Section 31 of the Community Titles Act 1996 Community Corporation No 25060 Incorporated has by unanimous resolution at a duly convened meeting of the Corporation held at 234 Waymouth Street Adelaide SA 5000 on the 5th day of March 2009 amended Scheme Description No ~~25060~~ 11068837 and a true copy of the Scheme Description as amended is attached to this Certificate.

2. The persons whose consents are required by Section 32 of the Community Titles Act 1996 have consented to the amendment.

Dated the 5th day of March 2009.

Andrew James Hudson

DO NOT DETACH
Doc. No. 11135129
Initials 8
Date 24.3.2009

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 210 of 228

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION

COMMUNITY CORPORATION NO. 25060 INC

COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION
"115-119 GILBERT STREET ADELAIDE"

This is the copy of the Scheme Sescription referred to in the attached certificate.

Andrew James Hudson

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 211 of 228

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION

COMMUNITY CORPORATION NO. 25060 INC

COMMUNITY TITLES ACT 1996

COMMUNITY DIVISION
"115-119 GILBERT STREET ADELAIDE"

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LD/3/09

24 FEB 2009

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 212 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 020/C003/09

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 4
6 STAGING OF DEVELOPMENT 4
7 ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME 4
8 CONDITIONS OF APPROVAL 4

ANNEXURE "A"

ANNEXURE "B"

90/3/41

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 213 of 228

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

COMMUNITY TITLES ACT, 1996

SCHEME DESCRIPTION

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

The land originally developed under the scheme comprised the whole of the land comprised in Certificate of Title Volume 5994 Folio 61 being the property located at 115-119 Gilbert Street Adelaide (**"Scheme Land"**). That land now comprises Community Strata Lots 1 and 2 in Community Strata Plan 25060 together with common property and lot subsidiaries.

2. NATURE OF PROPOSED DEVELOPMENT

The amended community plan for the scheme comprises a primary strata plan of community division. The primary strata plan will effect the division of the two (2) existing Community Strata Lots and common property comprising the four (4) storey building erected on the land described in paragraph 1 into thirteen (13) community strata lots, together with common property and lot subsidiaries. (See copy of plan attached marked Annexure "A").

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

3.1 Lots 3 to 14 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 Lot 1 may be used for any commercial or retail use permitted by law but expressly excluding use as a café or licensed or unlicensed restaurant or for the sale or preparation of food or beverages.

3.3 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 development of the Community Lots and the Common Property has been undertaken 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.

4.2 Any additional buildings or improvements or alterations or additions to existing buildings or improvements or replacement of existing buildings or improvements whether on Lots or common property shall be located designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 214 of 228

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

The developer has as part of the development of the Scheme Land already undertaken by the developer installed service infrastructure in accordance with the Development Approval obtained in respect of the development.

6. STAGING OF DEVELOPMENT

6.1 The Scheme is not a staged development.

6.2 The development has been undertaken and is completed.

7. OTHER IMPORTANT FEATURES OF SCHEME

7.1 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C1) Stairs (C3) Stairs (C5) and Stairs (C7) only provide access to and from Lots 3, 4, 7, 8, 11 and 12 the owners and occupiers of Lots 3, 4, 7, 8, 11 and 12 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property

7.2 As those portions of the Common Property of the Scheme comprising Lobby and Stairs (C2) Stairs (C4) Stairs (C6) and Stairs (C8) only provide access to and from Lots 5, 6, 9, 10, 13 and 14 the owners and occupiers of Lots 5, 6, 9, 10, 13 and 14 from time to time shall be solely entitled, to the exclusion of any other owner or occupier of a Lot in the Scheme to have access to and the use of those portions of the Common Property.

8. CONDITIONS OF APPROVAL

8.1 The division of the community parcel and erection of the building is subject to conditions imposed by the Development Assessment Commission and the City of Adelaide.

8.2 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.

8.3 A copy of the Decision Notification Form and Conditions of Development Plan Consent are attached to this Scheme Description and are marked Annexure "B".

8.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 215 of 228

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SCHEME DESCRIPTION
Development No. 020/C003/09

ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

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

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

Signed: .....

Dated: ..... 4/3/09 .....

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 216 of 228

TERMS OF INSTRUMENT NOT
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SCHEME DESCRIPTION
Development No. 020/C003/09

ANNEXURE A

Dev No 020/C003/09 Amended Plan 06/02/09

PURPOSE:	COMMUNITY STRATA DIVISION	AREA NAME:	ADELAIDE	APPROVED:	C25060
MAP REF:	6628/41/M	COUNCIL:	THE CORPOATION OF THE CITY OF ADELAIDE		SUBSTITUTE SHEET
LAST PLAN:	F48702	DEVELOPMENT NO:	020/C016/08/001/18933 020/C003/09/001/	DEPOSITED/FILED:	SHEET 1 OF 6
					V06

AGENT DETAILS: **ANDREW & ASSOCIATES**
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000 Telephone: 8232 1954 Facsimile: 8232 7678 | 34 Victoria Street Victor Harbor SA 5211 Telephone: 8552 4480

AGENT CODE: DSCA

REFERENCE: 206210-14C-1

SURVEYORS CERTIFICATION:

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5994	61		ALLOTMENT(S)	100	D	74543	ADELAIDE		

OTHER TITLES AFFECTED: CT 6027/20

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING	COMMON PROPERTY.CAR PARK LOT SUB 1	LONG	EASEMENT(S)	A			TG 10672342
EXISTING		LONG	RIGHT(S) OF WAY	C IN S14261		1.2.COMMON PROPERTY	T 74764
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	E		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	TG 10672343

ANNOTATIONS:

ENCROACHMENT OF BALCONIES OCCURS OVER GILBERT STREET
THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 28/10/2008

THE COMMON PROPERTY DESIGNATED (C1) TO (C8) IS FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY.

Cst 6027/19, 20 & 21

Registered Proprietors : Urbanphile Pty Ltd & Craig Holden Investments Pty Ltd

Applicant : Forme Projex

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 217 of 228

Dev No 020/C003/09 Amended Plan 06/02/09

SUBSTITUTE SHEET

SITE PLAN

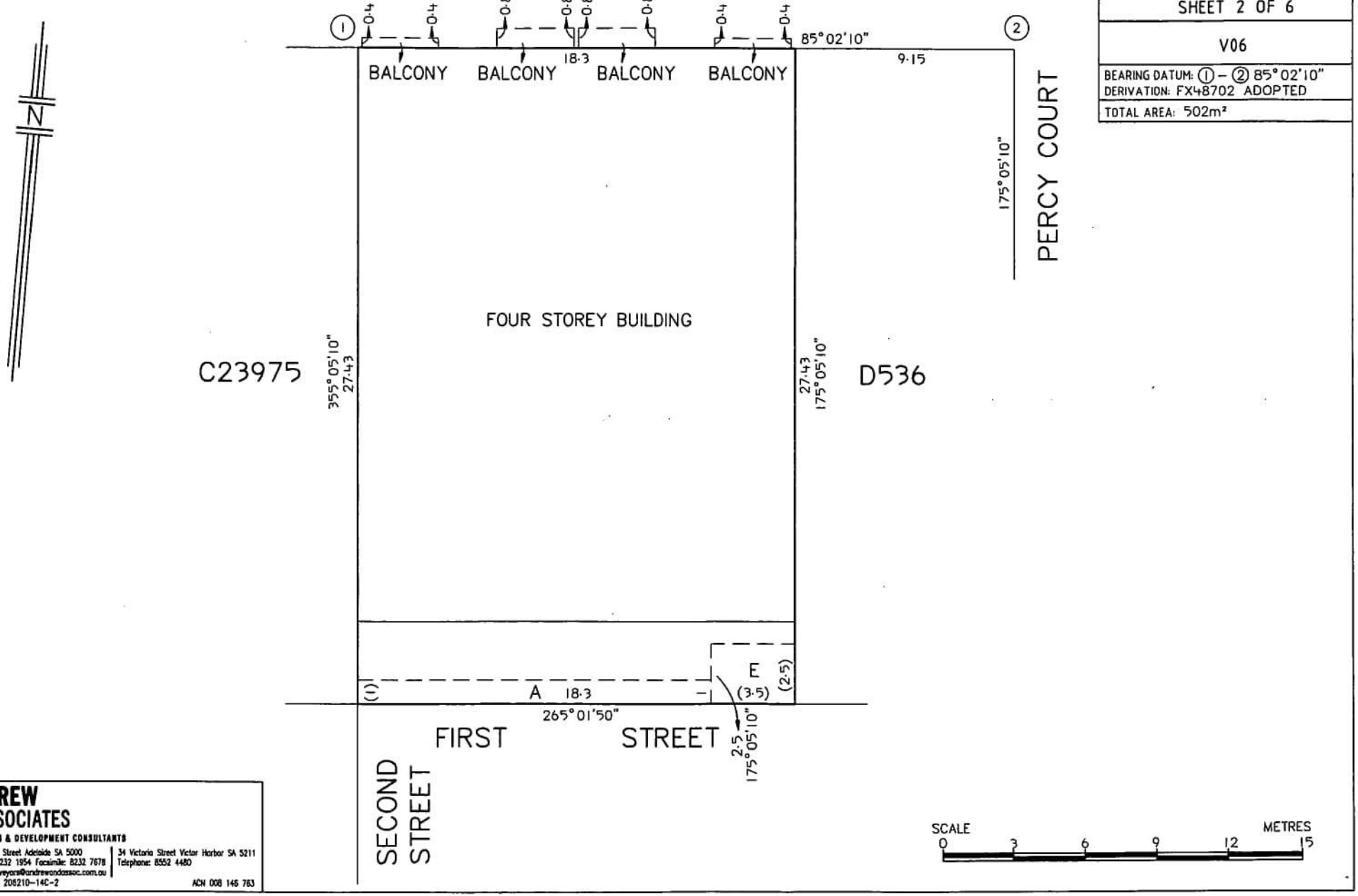
C25060

SHEET 2 OF 6

V06

BEARING DATUM: ① – ② 85°02'10"
DERIVATION: FX48702 ADOPTED

TOTAL AREA: 502m²



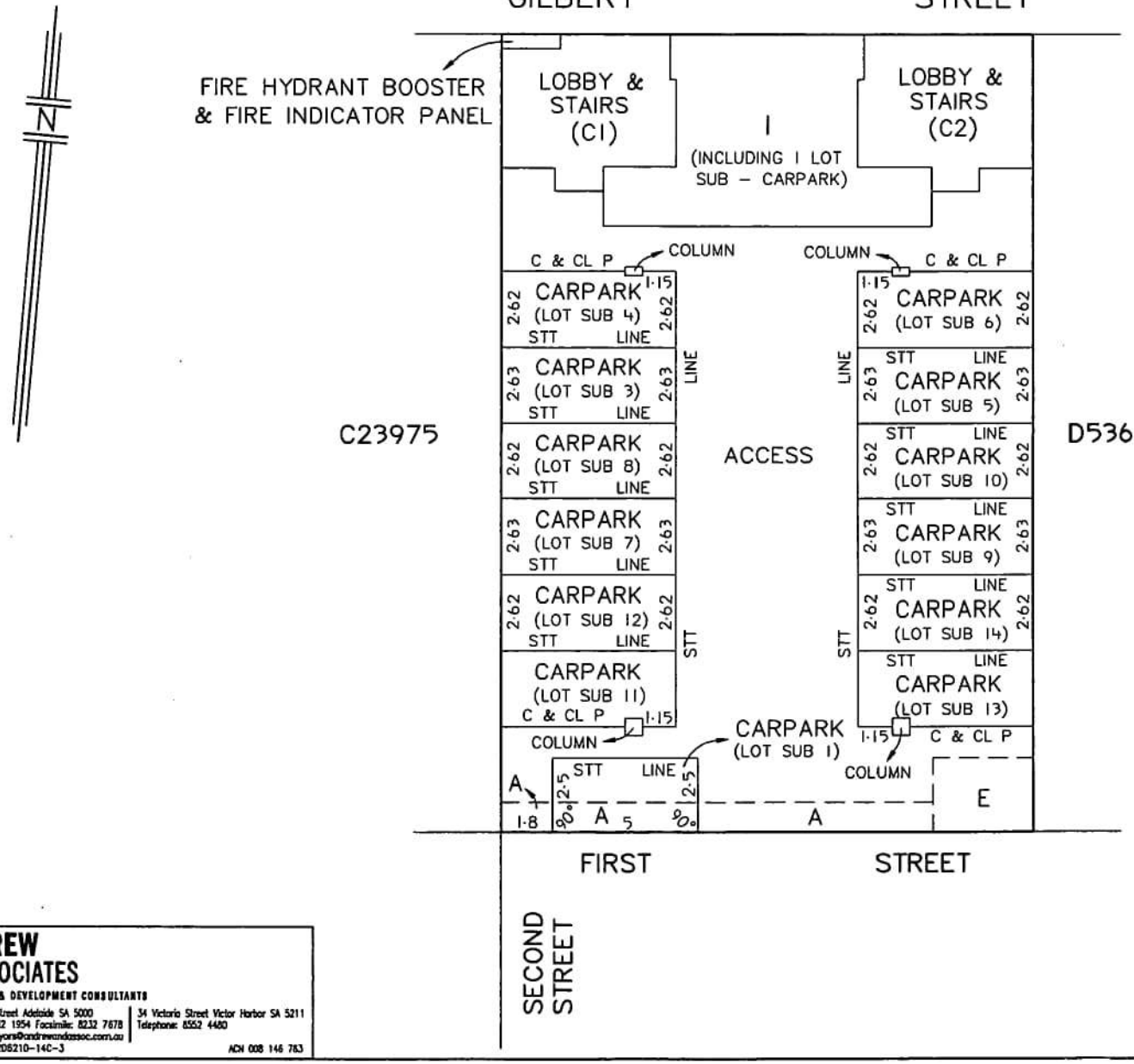
ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
275 Flinders Street Adelaide SA 5000
Telephone: 8232 1954 Facsimile: 8232 7678
E-mail: surveyors@andrewandassoc.com.au
34 Victoria Street Victor Harbor SA 5211
Telephone: 8552 4480
Reference : 205210–14C–2
ACN 008 145 763

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SUBSTITUTE SHEET

GROUND FLOOR PLAN

C25060
SHEET 3 OF 6
V06



LEGEND	
STT	STRAIGHT
C & CL P	COLUMN AND CENTRELINE PRODUCED

THE UPPER LIMIT OF LOT SUBSIDIARY 1 SHOWN AS CARPARK IS LIMITED TO 3 METRES ABOVE GROUND LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES

THE UPPER LIMIT OF LOT SUBSIDIARY 3 TO 14 INCL SHOWN AS CARPARK ARE LIMITED TO 0·1 METRES BELOW THE UNDERSIDE OF THE CEILING

SCALE METRES
0 3 6 9 12 15

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 : 206210-14C-3
ACN 008 146 783

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SUBSTITUTE SHEET

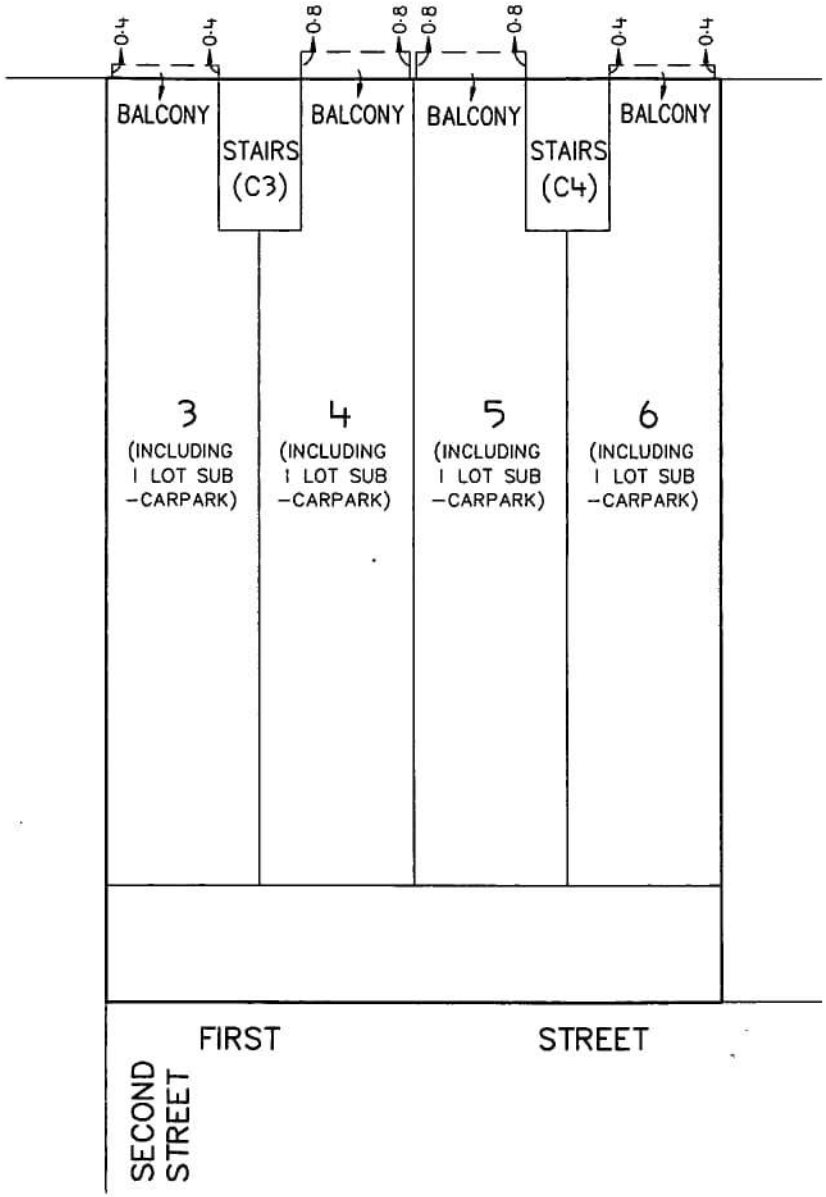
FIRST FLOOR PLAN

C25060

SHEET 4 OF 6

V06







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 : 206210-14C-4
ACN 008 148 763

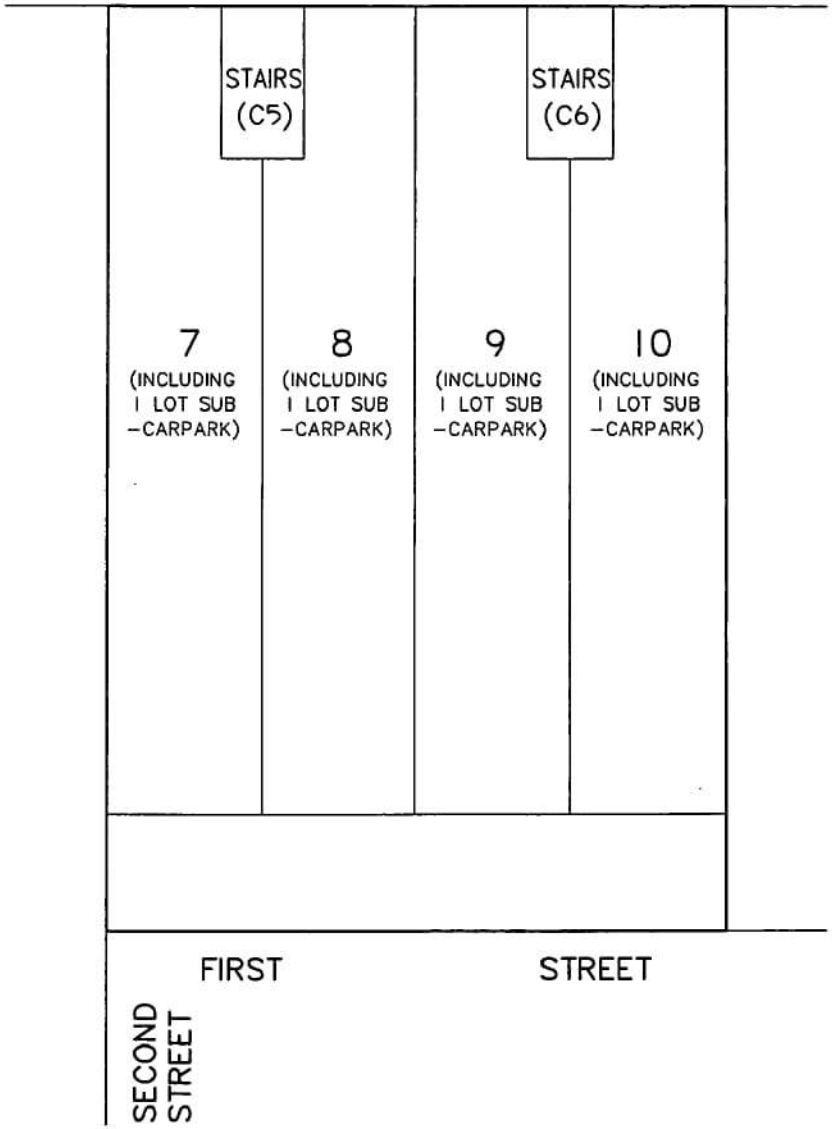
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SUBSTITUTE SHEET

SECOND FLOOR PLAN

C25060
SHEET 5 OF 6
V06







ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000 | 34 Victoria Street Victor Harbor SA 5211
Telephone: 8232 1954 Facsimile: 8232 7878 | Telephone: 8552 4480
E-mail: surveyors@andrewandassoc.com.au
Reference : 206210-14C-5
ACN 008 145 783

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 221 of 228

SUBSTITUTE SHEET

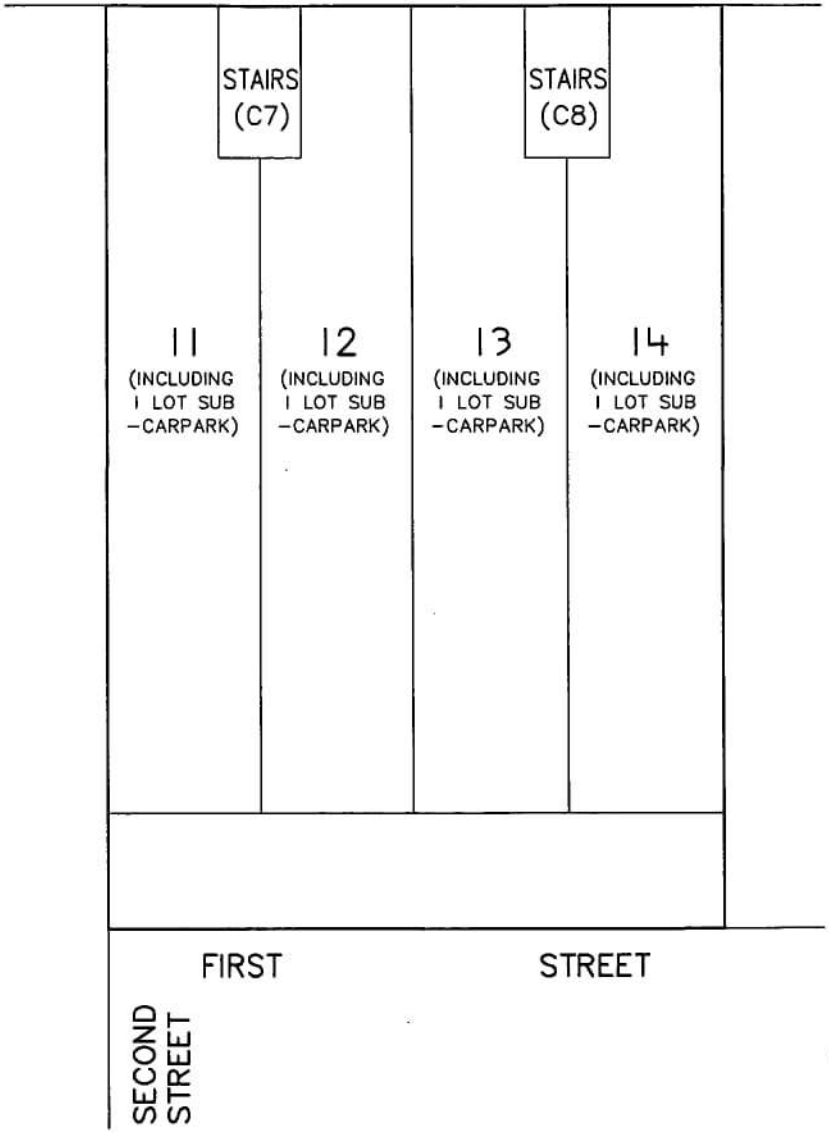
THIRD FLOOR PLAN

C25060

SHEET 6 OF 6

V06







ANDREW & ASSOCIATES
SURVEYORS & DEVELOPMENT CONSULTANTS
276 Flinders Street Adelaide SA 5000 | 34 Victoria Street Victor Harbor SA 5211
Telephone: 8232 1954 Facsimile: 8232 7578 | Telephone: 8552 4480
E-mail: surveyors@andrewandassoc.com.au
Reference : 205210-14C-6
ACN 008 145 763

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 222 of 228

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 223 of 228

TERMS OF INSTRUMENT NOT
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SCHEME DESCRIPTION
Development No. 020/C003/09

ANNEXURE B

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 224 of 228

MMN 8 JUNE 15

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: **Edouard Pool 8203 7261**
Reference: **F/LD/0003/2009**

3 March 2009

045

FORME PROJEX P/L
234 Waymouth St
ADELAIDE SA 5000

Dear Sir/Madam

Application: **LD/3/2009 (DAC: 020/C003/09 - Unique ID: 29406)**
Description: **Community titles - create 13 titles from 2.**
Location: **115-119 Gilbert 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

Edouard Pool
Planning Officer – Development Assessment

100% Recycled Paper

ADELAIDE CITY COUNCIL

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 225 of 228

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

Application Dated: **28 Jan 2009** Application Registered On: **28 Jan 2009**	File Reference: **F/LD/0003/2009** Contact Officer: **Edouard Pool 8203 7261**

Application:	LD/3/2009 (DAC: 020/C003/09 - Unique ID: 29406)
Applicant:	FORME PROJEX P/L
Description:	Community titles - create 13 titles from 2.
Location:	115-119 Gilbert 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**	**3 March 2009**	**1**
Community Title Consent	**Granted**	**3 March 2009**	**3**
Development Approval	**Granted**	**3 March 2009**	**4**

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

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

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

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

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

Date of Decision: **3 March 2009**

Signed: .....

Date: 3/3/09

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[2] Sheets Attached

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 226 of 228

ADELAIDE CITY COUNCIL

Application: LD/3/2009 (DAC: 020/C003/09 - Unique ID: 29406)

Applicant: FORME PROJEX P/L

Location: 115-119 Gilbert Street, ADELAIDE SA 5000

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. **The development granted Development Plan Consent 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 plans and details submitted.

CONDITIONS OF LAND DIVISION CONSENT

1. **Payment of $49423 shall be made into the Planning and Development fund (11 strata lots @ $4493/strata lot). 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. **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.

3. **Two copies of 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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 227 of 228

ADELAIDE CITY COUNCIL

Application:	LD/3/2009 (DAC: 020/C003/09 - Unique ID: 29406)
Applicant:	FORME PROJEX P/L
Location:	115-119 Gilbert Street, ADELAIDE SA 5000

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.

Greatforms Signing Session ID: 0d05bf5a-8622-4788-8049-69cba4f054e3, Executed: 11-Oct-2026 21:05 (ACDT), Page 228 of 228

CERTIFICATE OF CONSENT FOR THE AMENDMENT OF SCHEME DESCRIPTION FOR COMMUNITY PLAN NO 25060 INCORPORATED

(Section 32 of the Community Titles Act 1996)

The undersigned hereby certify its consent to the amendment of the Scheme Description in Community Plan No 25060 Incorporated.

WESTPAC BANKING CORPORATION ABN 33 007 457 141 of Level 19, Westpac House 91 King William Street Adelaide SA 5000 as Mortgagee pursuant to Memorandum of Mortgage No 10538923 hereby consents.

I certify that the Attorney for the Mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

.....

Signature of Witness

AVERIL JOY KLEIN.....

Print Full Name of Witness

1 King Street, Concord West.....

Address of Witness

Business Hours Telephone No (02) 8767 3338

Signed by...CHRISTINE PHOEBE MALCOLM of 1 King Street, Concord West as Tier Three Attorney for Westpac Banking Corporation under Power of Attorney Registered No. 9037336

.....

Signature

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney