ADELAIDE FORM 1

8a Fifth Street,
Bowden SA 5007

Proudly associated with

Adelaide Conveyancing &
Blackwood & Belair Conveyancing

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

1. Purchaser:

Address:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb: State: Postcode:~~

3. Vendor:
GEORGINA ROSE BOYD

Address:
Street 1: 33 RICHMOND STREET

Suburb: HACKNEY State: SA Postcode: 5069

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

Address:
Street 1: Suite 1 / 245 FULLARTON ROAD

Suburb: EASTWOOD State: SA Postcode: 5063

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

6. Description of the land: (*Identify the land including any certificate of title reference)*
LOT 7 SECONDARY COMMUNITY STRATA PLAN 42152 IN THE AREA NAMED BOWDEN
HUNDRED OF YATALA

Street 1: 8A FIFTH STREET

Suburb: BOWDEN State: SA Postcode: 5007

being the *whole / ~~portion~~ of the land comprised in Certificate of Title
Volume 6241 Folio 447

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:

33 Richmond Street Hackney SA 5069

(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; georgie@klemich.com.au

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

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

Suite 1, 245 Fullarton Road Eastwood SA 5063

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

Note:

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

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

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

5. Effect of service

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

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

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

Proceeding with the purchase

If you wish to proceed with the purchase:

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

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

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

***I/~~We~~,** GEORGINA ROSE BOYD

of 33 Richmond Street Hackney SA 5069

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

Date: 14/10/2026

Signed: DocuSigned by: Georginia Rose Boyd B697429AB057405...

Date:

Signed:

Date:

Signed:

Date:

Signed:

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

(section 9)

To the purchaser:

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

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

Exceptions: ~~Nil~~
Affected by C41974

Date: 14/10/2026

Signed: Jennifer Lee Punke

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

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

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

Note:

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

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

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

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

Table of particulars

Column 1 **Column 2** **Column 3**

(If an item is applicable, ensure that the box for the item is ticked and complete the item.)

(If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of:

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.)

*(If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.)*

(If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.)

(If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.)

1. General

1.1 Mortgage of land

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to Certificate of Title - Volume 6241 Folio 447

Number of mortgage: (if registered)

14181330

Name of mortgagee:

AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.(ACN: 005 357 522)

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Property Interest Report

Description of land subject to easement:

The whole of the Land in Certificate of Title

Nature of easement:

Electricity Infrastructure Building Restrictions and Statutory Easements

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to E 13394943

Nature of restrictive covenant:

Memorandum of Encumbrance (Lift & Replace)

Name of person in whose favour restrictive covenant operates:

URBAN RENEWAL AUTHORITY

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

YES

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to Residential lease agreement

Name of parties:

Landlord: Georgina Boyd

Tenants: Reshab Ram Kathivel

Period of lease, agreement for lease etc:

From 22/06/2026 to 21/06/2027

Amount of rent or licence fee:

$ 1160 per fortnight (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

Refer to Residential Tenancy Agreement

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

Refer to Residential Tenancy Agreement

5. *Development Act 1993* (repealed)

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to City of Charles Sturt Council Search & State Planning Commission Response Letter

Condition(s) of authorisation:

Application No. 252/0040/17 - To construct a mixed-use development
Decision Date : 11/07/2018

Application No. 252/0702/20
Decision Date: 28/05/2020

6. Repealed Act conditions

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

State Planning Commission Response Letter

Nature of condition(s):

State Planning Commission Response Letter

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Amount of levy payable:

8. *Environment Protection Act 1993*

8.1 section 59 - Environment performance agreement that is registered in relation to the land

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

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

Are there attachments?

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

Date of agreement:

8.2 section 93 - Environment protection order that is registered in relation to the land

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

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

Are there attachments?

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

Date of issue:

Compliance date(s) specified in the order:

8.3 section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land

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

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

Are there attachments?

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

Date of issue:

Compliance date(s) specified in the order:

8.4 section 99 - Clean-up order that is registered in relation to the land

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

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

Are there attachments?

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

Date of issue:

Compliance date(s) specified in the order:

Amount of charge on the land: (if applicable and known)

8.5 section 100 - Clean-up authorisation that is registered in relation to the land

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

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

Are there attachments?

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

Date of issue:

Amount of charge on the land: (if known)

8.6 section 103H - Site contamination assessment order that is registered in relation to the land

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

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

Are there attachments?

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

Date of issue:

Compliance date(s) specified in the order:

Amount of charge on the land: (if applicable and known)

8.7 section 103J - Site remediation order that is registered in relation to the land

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

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

Are there attachments?

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

Date of issue:

Compliance date(s) specified in the order:

Amount of charge on the land: (if applicable and known)

8.8 section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)

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

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

Are there attachments?

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

Date of notice:

Date of Gazette in which notice published:

Description of area or areas to which notice relates:

8.9 section 103P - Notation of site contamination audit report in relation to the land

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

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

Are there attachments?

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

Date of notation:

~~**Note:** Site contamination audit reports are kept by the EPA in the public~~ register under section 109 of the *Environment Protection Act 1993.*

8.10 section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land

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

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

Are there attachments?

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

Date of notice:

Date of Gazette in which notice published:

Description of the water to which the notice relates:

Particulars given in the notice of the site contamination affecting the water:

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ☑

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

Are there attachments? YES

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

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

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

Zone: UN - Urban Neighbourhood
Overlays: Refer to City of Charles Sturt Council Search, Plan SA Section 7 Report

Is there a State heritage place on the land or is the land situated in a State heritage area?	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 *https://code.plan.sa.gov.au*.

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

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

Is this item applicable? ☑

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

Are there attachments? YES

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

State Planning Commission Response Letter
252/L035/17 - Change in use of land to temporary (2years) office, and construction of a sales centre office building

Date of authorisation:

31/07/2017

Name of relevant authority that granted authorisation:

State Planning Commission Response Letter

Condition(s) of authorisation:

State Planning Commission Response Letter

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed: (as stated in the notice)

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable: (if any)

29.6 section 142 - Notice to complete development

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

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable: (if any)

29.7 section 155 - Emergency order

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

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable: (if any)

29.8 section 157 - Fire safety notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable: (if any)

29.9 section 192 or 193 - Land management agreement

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable: (if any)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable: (if any)

29.12 Part 16 Division 1 - Proceedings

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order: (if any)

Terms of determination or order: (if any)

29.13 section 213 - Enforcement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable: (if any)

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

Is this item applicable? ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

33.1 section 23 - Notice of contribution payable

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Terms of notice:

Amount payable:

34. *Water Industry Act 2012*

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

Is this item applicable? ☑

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

Are there attachments? YES

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

Refer to The Office of the Technical Regulator in DEM Response

Date of notice or order:

Refer to The Office of the Technical Regulator in DEM Response

Name or person or body who served notice or order:

Refer to The Office of the Technical Regulator in DEM Response

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

Refer to The Office of the Technical Regulator in DEM Response

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

Particulars relating to a strata unit ☑

1 Name of strata corporation: Community Corporation 42152 Inc

Address of strata corporation: 12 Fifth Street Bowden SA 5007
Also known as 8A Fifth Street Bowden SA 5007

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

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

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

Refer to Community Corporation 42152 Strata Searches

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

Refer to Community Corporation 42152 Strata Searches

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

Refer to Community Corporation 42152 Strata Searches

(d) particulars of the unit entitlement of the unit:

Unit entitlements : 165 of Total Entitlements 10,000

(f any of the above particulars have not been supplied by the strata 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 strata corporation that are enclosed:

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

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

YES

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

YES

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

YES

(For each document indicate (YES or NO) whether or not the document has been supplied by the strata 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 strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

N/A

6 A copy of the articles of the strata corporation is enclosed.

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

This Secondary Community Strata Plan is also affected by the Community Corporation C41974 - refer to Financials for further information.

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

Name: Whittles Management Services Pty Ltd

Address: 176 Fullarton Road
Dulwich SA 5065

Note-

1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.

2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units 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 strata unit, see Division 3 of this Schedule.

Particulars relating to environment protection ☑

1-Interpretation

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

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

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

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

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

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

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

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

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity-see item 1(2);
prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

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

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

EPA Prescribed Commercial or Industrial Activity

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

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

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

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

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

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

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

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.

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?

YES

(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?

YES

(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?

YES

Note-

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

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

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

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

The EPA will not provide details about exemptions relating to-

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

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

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

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

NO

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

YES

(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?

YES

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

YES

(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?

YES

(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.

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*)?

NO

Note-

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

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

It should be noted that-

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

7-Further information for purchasers

Note-

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

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

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

If-

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

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

Schedule-Division 3-Community lots and strata units ☑

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

FORM R7 - Warning Notice
FORM R3 - Buyers information notice
CERTIFICATE OF TITLE
PROPERTY INTEREST REPORT
COUNCIL SEARCH
EMERGENCY SERVICES LEVY NOTICE
LAND TAX NOTICE
SA WATER CERTIFICATE OF CHARGES
ENCUMBRANCE E13394943
TENANCY AGREEMENT
ENVIRONMENT & PROTECTION AUTHORITY RESPONSE
STATE PLANNING COMMISSION RESPONSE
OFFICE TECHNICAL REGULATOR RESPONSE
COMMUNITY PLAN
COMMUNITY CORPORATION - Particulars supplied pursuant to section 139 and enclosures, By-Laws, Scheme Description

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

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

*(*Strike out whichever is not applicable)*

Form R3

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

Form R7

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

Warning notice
Financial and investment advice

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

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

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

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

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

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 6241 Folio 447

Parent Title(s) CT 6232/140

Creating Dealing(s) ACT 13346722

Title Issued 06/08/2020 **Edition** 3 **Edition Issued** 15/12/2023

Estate Type

FEE SIMPLE

Registered Proprietor

GEORGINA ROSE BOYD
OF APT 7 8A FIFTH STREET BOWDEN SA 5007

Description of Land

LOT 7 SECONDARY COMMUNITY STRATA PLAN 42152
IN THE AREA NAMED BOWDEN
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13394943	ENCUMBRANCE TO URBAN RENEWAL AUTHORITY
14181330	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
04/08/2020	13346723	SCHEME DESCRIPTION	FILED
07/04/2022	13762119	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C41974

Administrative Interests NIL

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PURPOSE:	SECONDARY COMMUNITY STRATA	AREA NAME:	BOWDEN	APPROVED: 02/07/2020	C42152
MAP REF:	6628/41/D	COUNCIL:	CITY OF CHARLES STURT	DEPOSITED: 06/08/2020	SHEET 1 OF 13
LAST PLAN:	C41974	DEVELOPMENT NO:	252/C069/20/001/59102		70435_text_01_v04_Version_4

AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD
1ST FLOOR 11 KING WILLIAM ST
KENT TOWN SA 5067
PH: 81301666
FAX: 83620099

AGENT CODE: ALSY

REFERENCE: A026515COMS2(C)

SURVEYORS CERTIFICATION: I Mark Antony Peter Williams , 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
2nd day of July 2020 Mark Antony Peter Williams Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6232	140		LOT(S)	2	C	41974	YATALA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: PRIMARY PLAN IN C41974

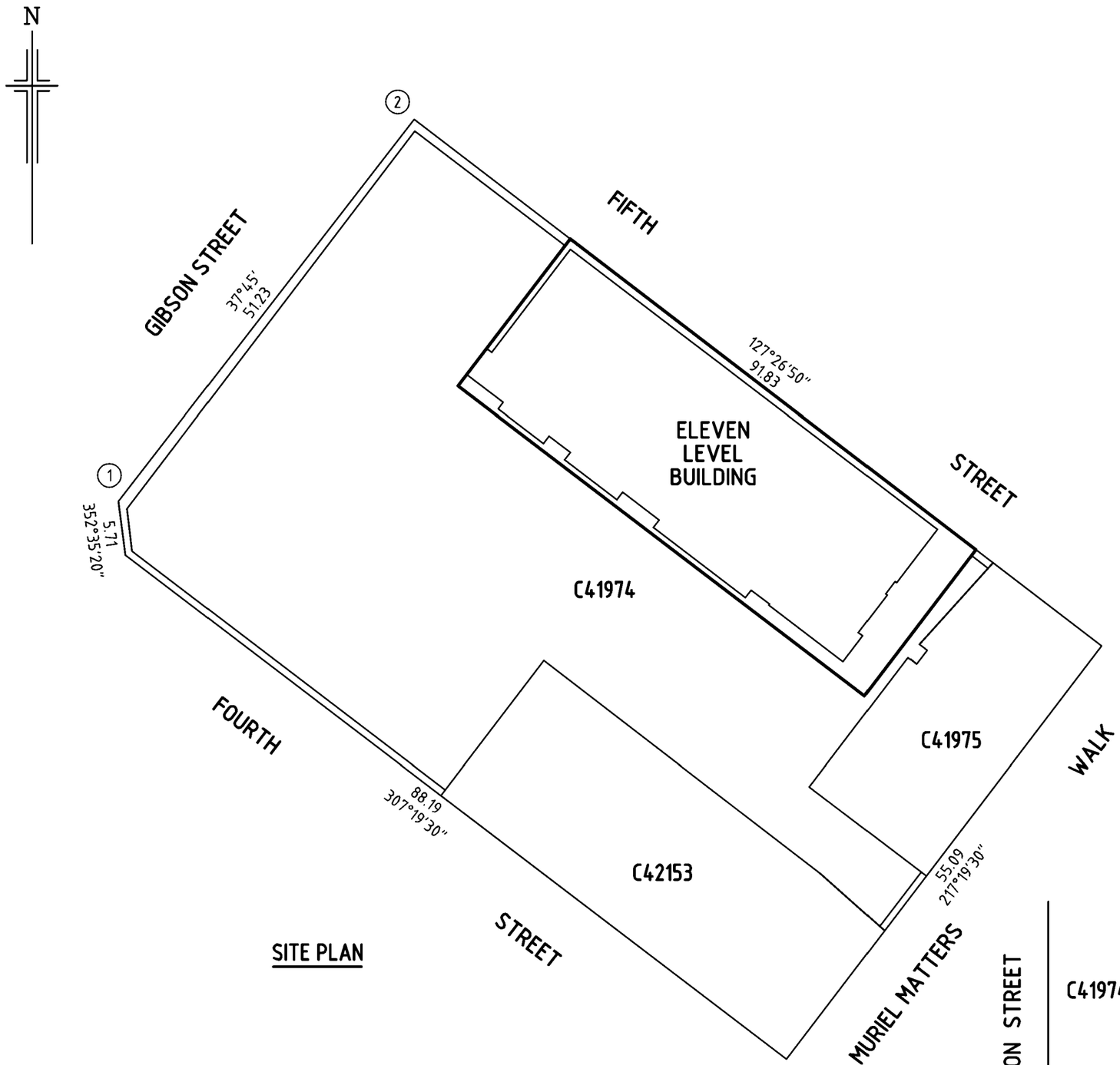
C42152

SHEET 2 OF 13

70435_pland_1_V02_Version_4

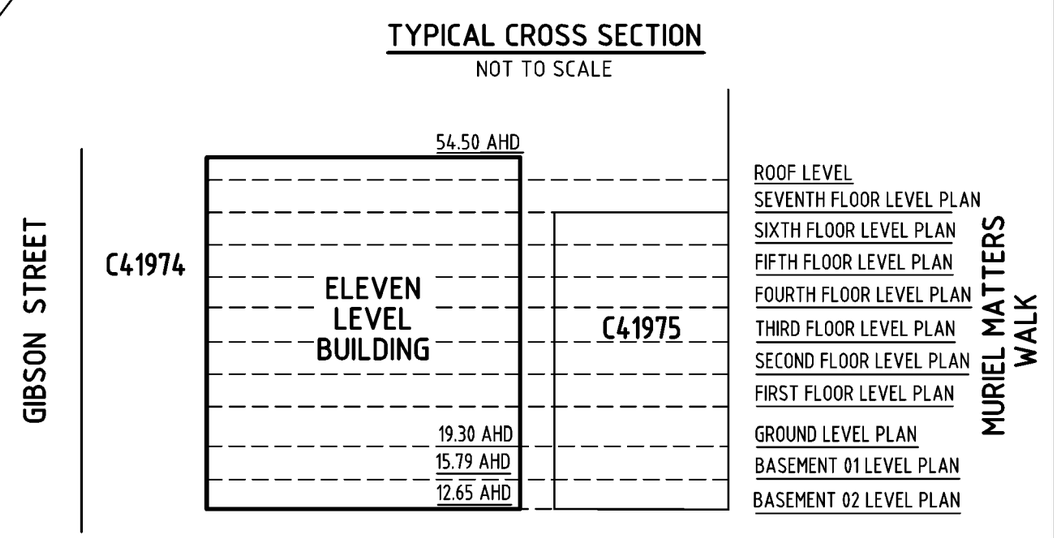
BEARING DATUM: (1) - (2) 37°45'
DERIVATION: D110155 ADOPTED

0 5 10 15 20 25
SCALE METRES



SITE PLAN

TYPICAL CROSS SECTION
NOT TO SCALE



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Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK ARE EXISTING FLOOR LEVEL SLAB AND 2.40 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.40 METRES.

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS STORE ARE EXISTING FLOOR LEVEL SLAB AND 1.90 METRES ABOVE SAME RESPECTIVELY.

THE BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE CAGE WALL.

BASEMENT 02 LEVEL PLAN

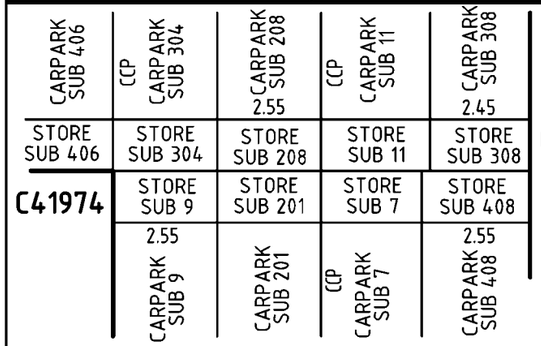
0 3 6 9 12 15
SCALE METRES

LEGEND	
▨	DENOTES COLUMN
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMNS AND PRODUCTION

C42152

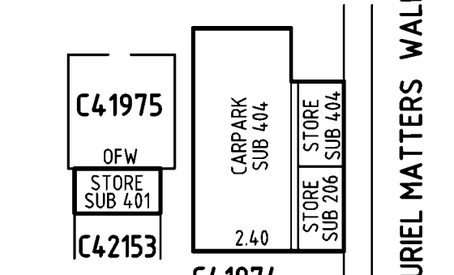
SHEET 3 OF 13

70435_pland_2_V02_Version_4



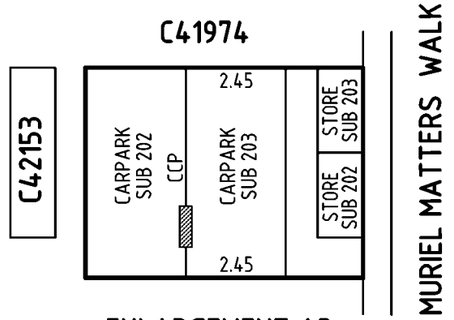
ENLARGEMENT C3

0 1.5 3 4.5 6 7.5
SCALE METRES



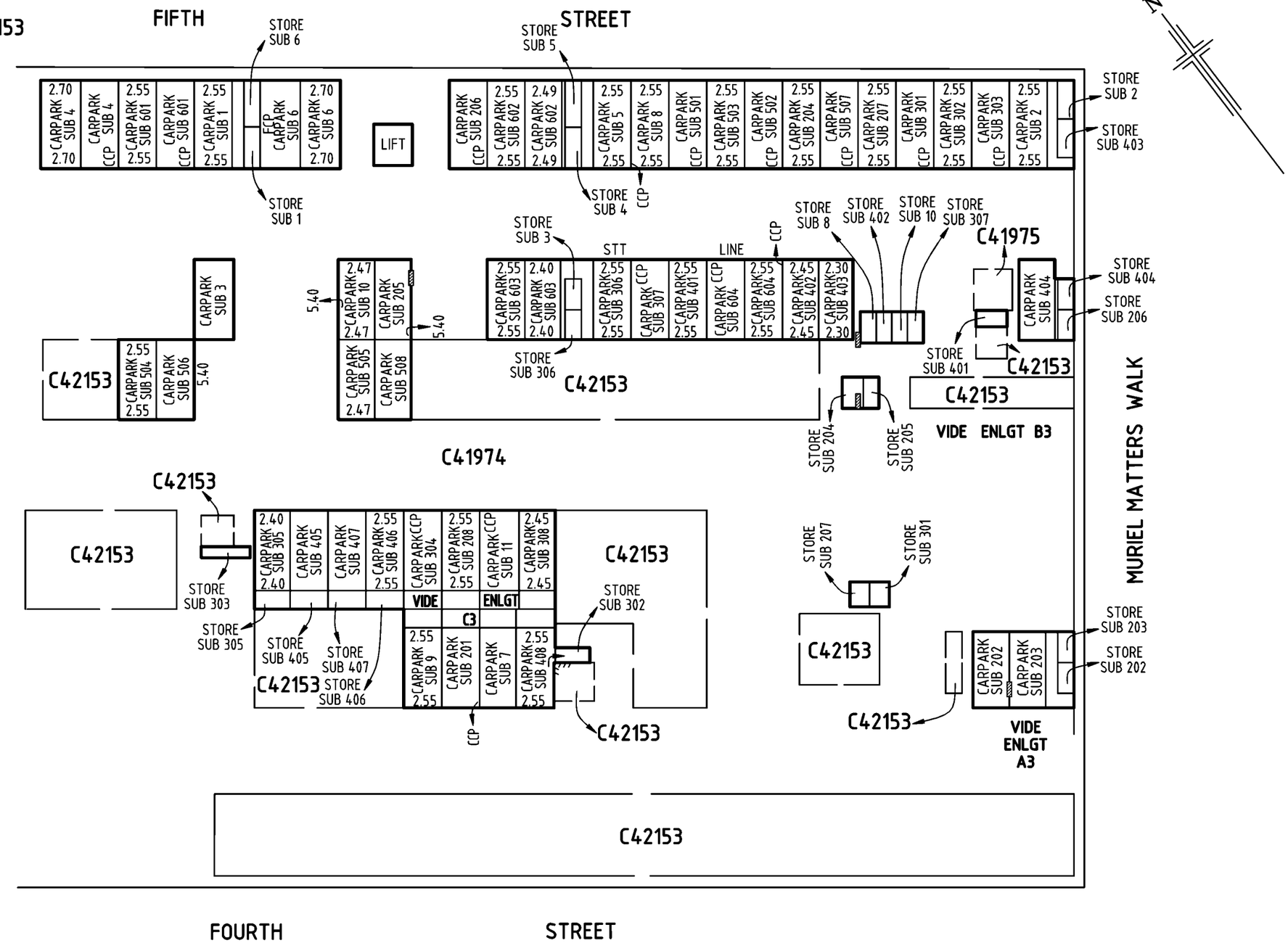
ENLARGEMENT B3

0 1.5 3 4.5 6 7.5
SCALE METRES



ENLARGEMENT A3

0 1.5 3 4.5 6 7.5
SCALE METRES



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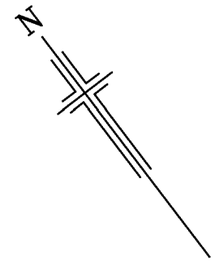
REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

BASEMENT 01 LEVEL PLAN



C42152

SHEET 4 OF 13

70435_pland_3_V02_Version_4

0 3 6 9 12 15
SCALE METRES

FIFTH STREET

GIBSON STREET

MURIEL MATTERS WALK

FOURTH STREET

LIFT

C41975
C41975
C41975
C41975
C41975
C41975
C42153
C42153
C42153
C42153
C42153
C41974
C42153
C42153
C41975
C42153
C41975
C42153
C42153
C42153
C41975
C42153

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES

A/C DENOTES AIRCONDITIONER

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS PATIO IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE PATIO UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS PATIO ARE WALL

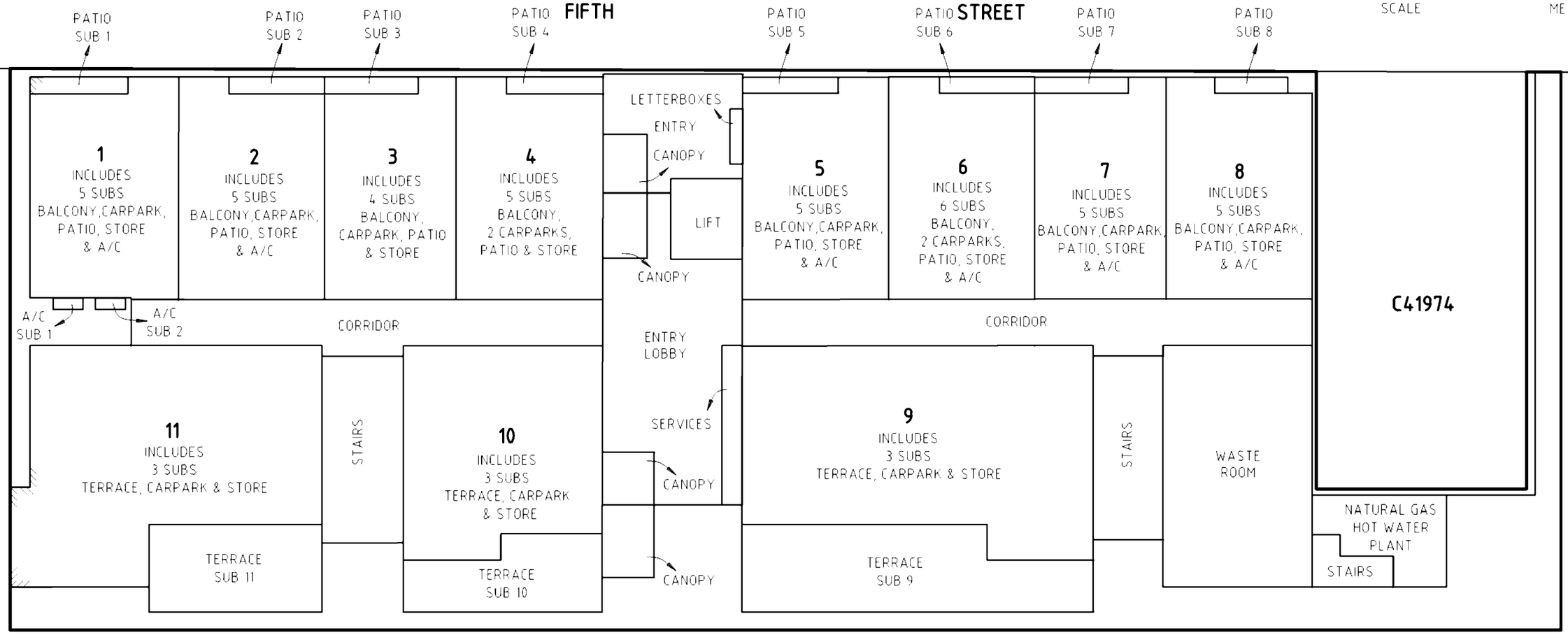
C42152

SHEET 5 OF 13

70435_pland_4_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES



C41974

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

GROUND FLOOR LEVEL PLAN

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

A/C DENOTES AIRCONDITIONER

C42152

SHEET 6 OF 13

70435_pland_5_V01_Version_4

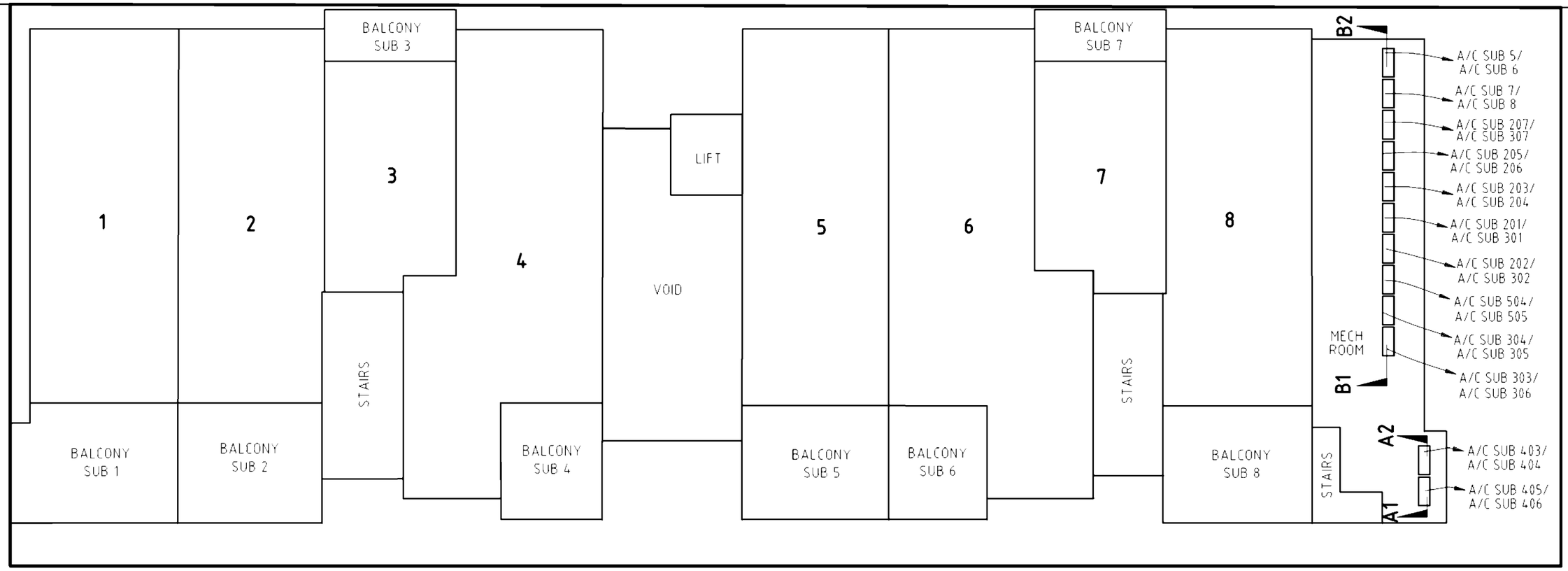
FIRST FLOOR LEVEL PLAN

N

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



FIRST FLOOR SLAB CEILING

A/C SUB 405 | A/C SUB 403

A/C SUB 406 | A/C SUB 404

UPPER SURFACE FIRST FLOOR SLAB

CROSS SECTION A1 - A2

NOT TO SCALE

C41974

FIRST FLOOR SLAB CEILING

A/C SUB 303	A/C SUB 304	A/C SUB 504	A/C SUB 202	A/C SUB 201	A/C SUB 203	A/C SUB 205	A/C SUB 207	A/C SUB 7	A/C SUB 5
A/C SUB 306	A/C SUB 305	A/C SUB 505	A/C SUB 302	A/C SUB 301	A/C SUB 204	A/C SUB 206	A/C SUB 307	A/C SUB 8	A/C SUB 6

UPPER SURFACE FIRST FLOOR SLAB

CROSS SECTION B1 - B2

NOT TO SCALE

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

A/C DENOTES AIRCONDITIONER

C42152

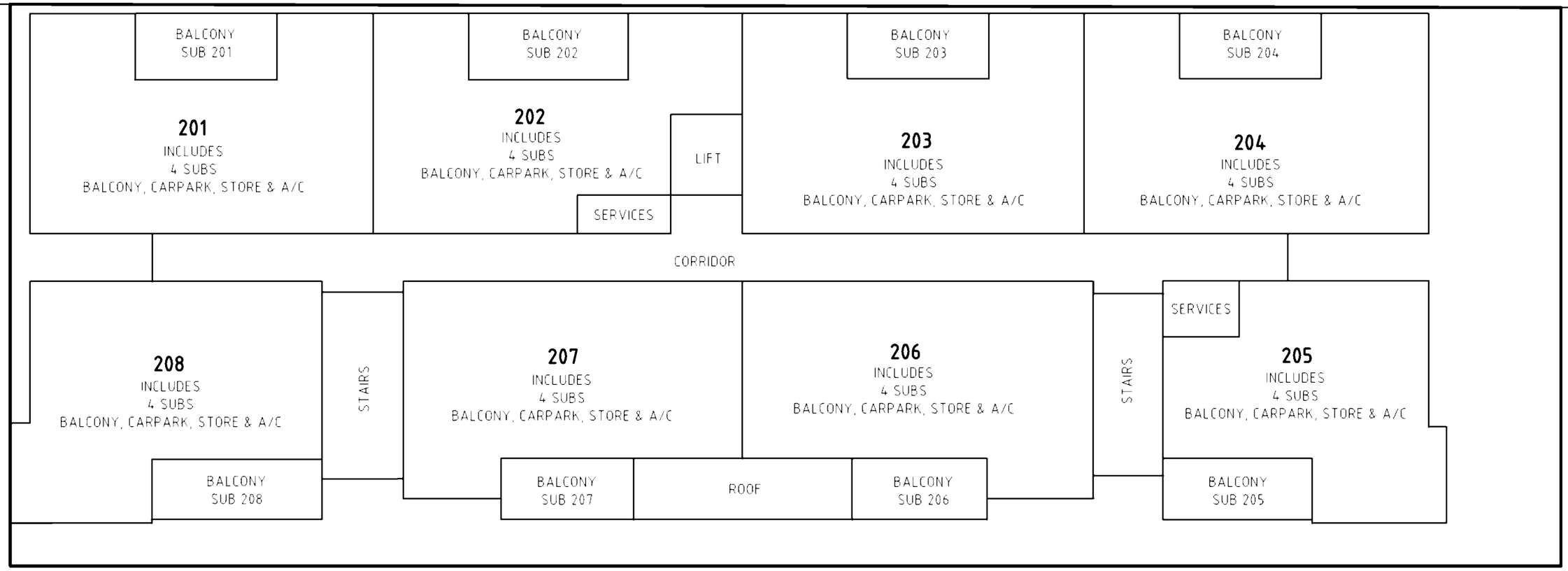
SHEET 7 OF 13

70435_pland_6_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

SECOND FLOOR LEVEL PLAN

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES

A/C DENOTES AIRCONDITIONER

C42152

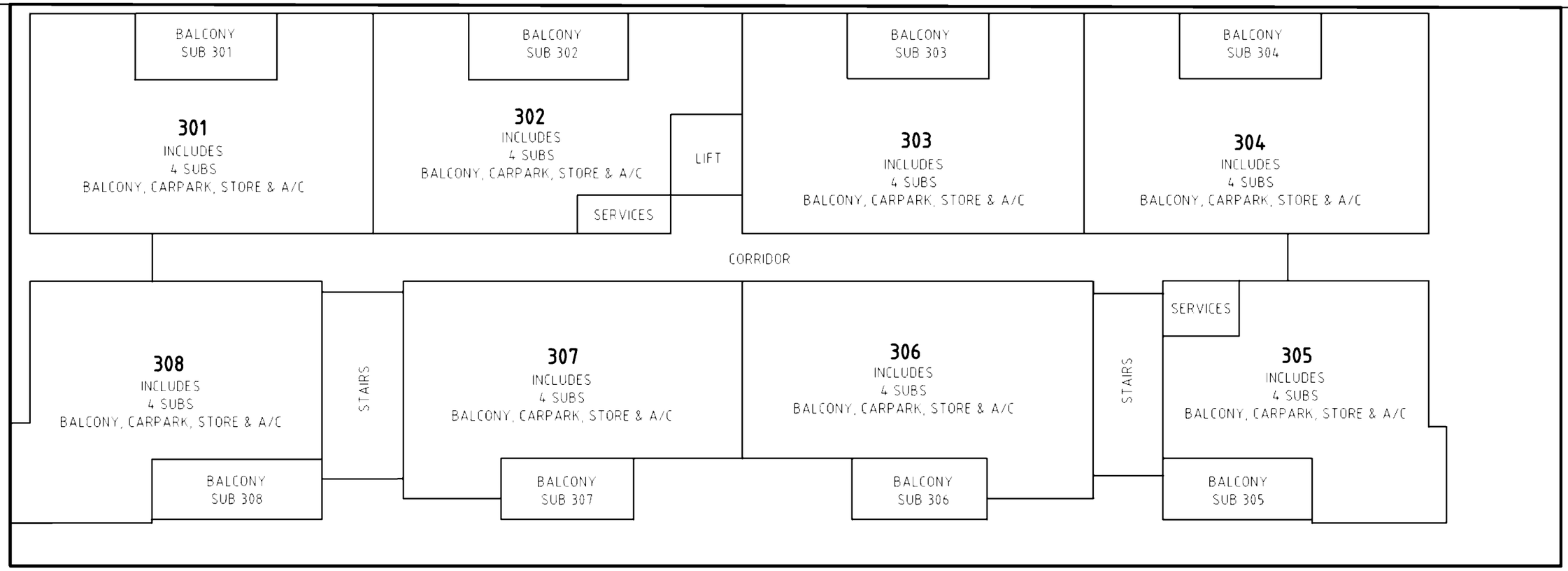
SHEET 8 OF 13

70435_pland_7_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THIRD FLOOR LEVEL PLAN

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

A/C DENOTES AIRCONDITIONER

C42152

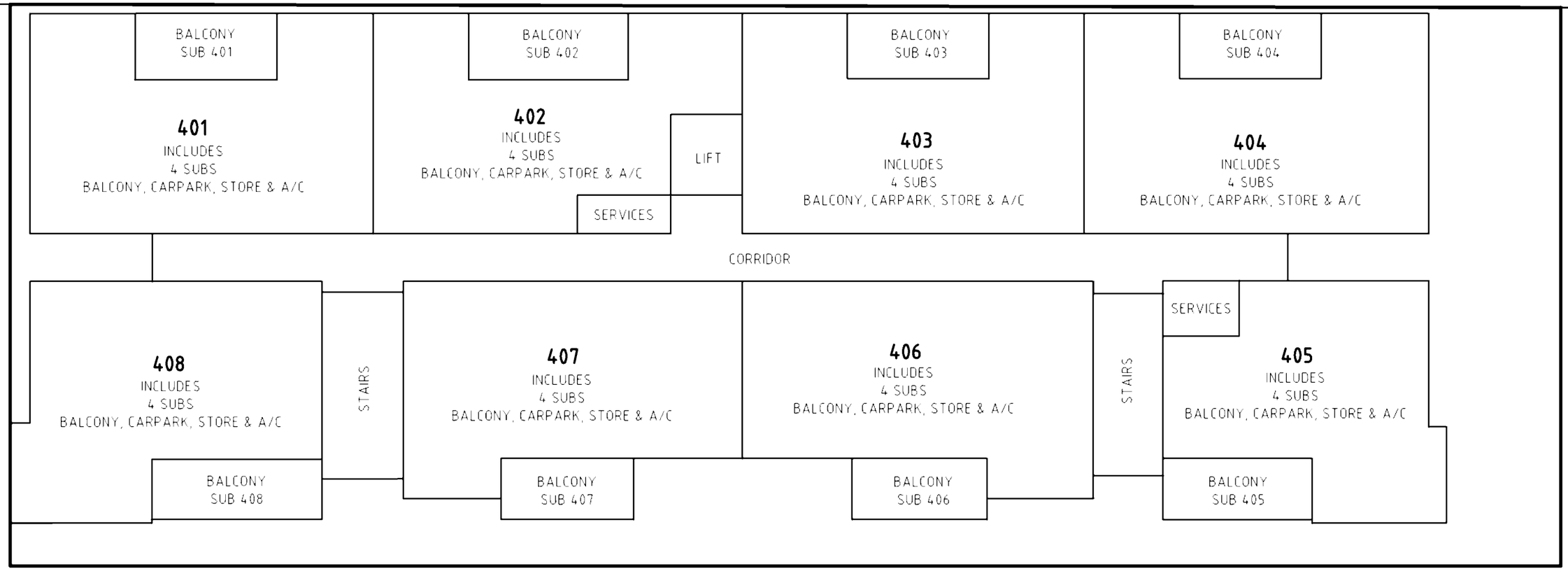
SHEET 9 OF 13

70435_pland_8_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

FOURTH FLOOR LEVEL PLAN

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

A/C DENOTES AIRCONDITIONER

C42152

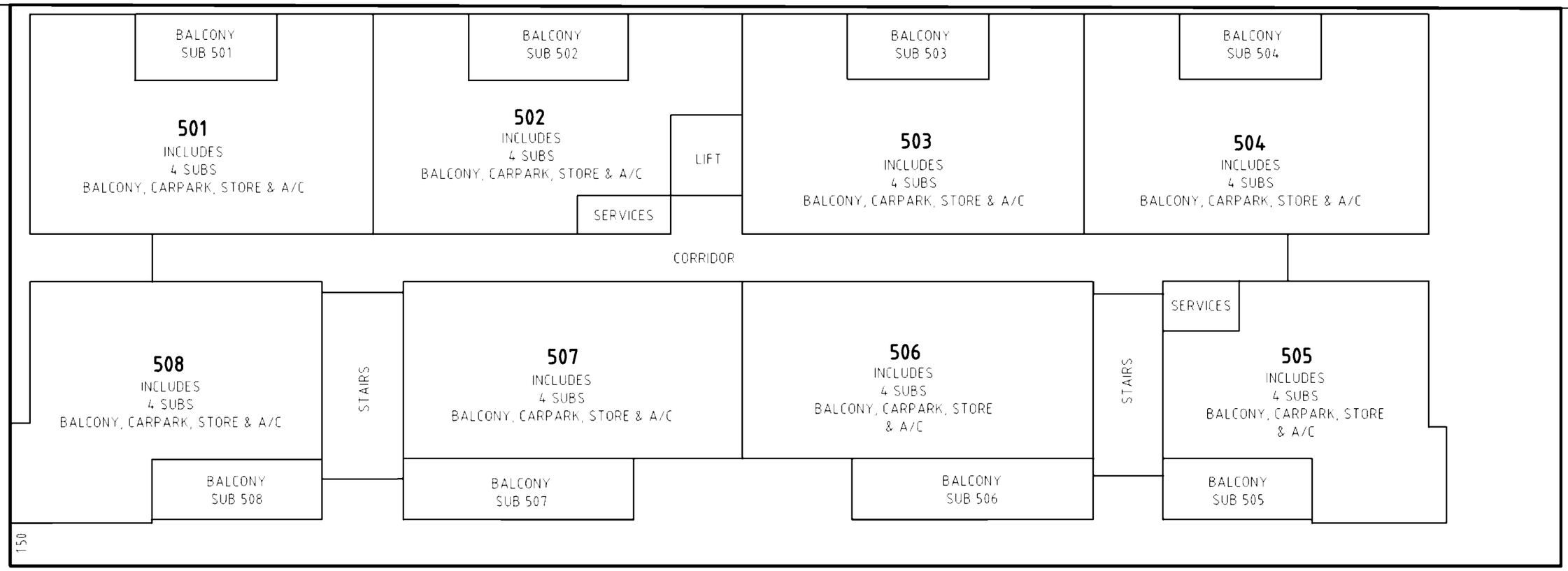
SHEET 10 OF 13

70435_pland_9_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

FIFTH FLOOR LEVEL PLAN

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL

A/C DENOTES AIRCONDITIONER

C42152

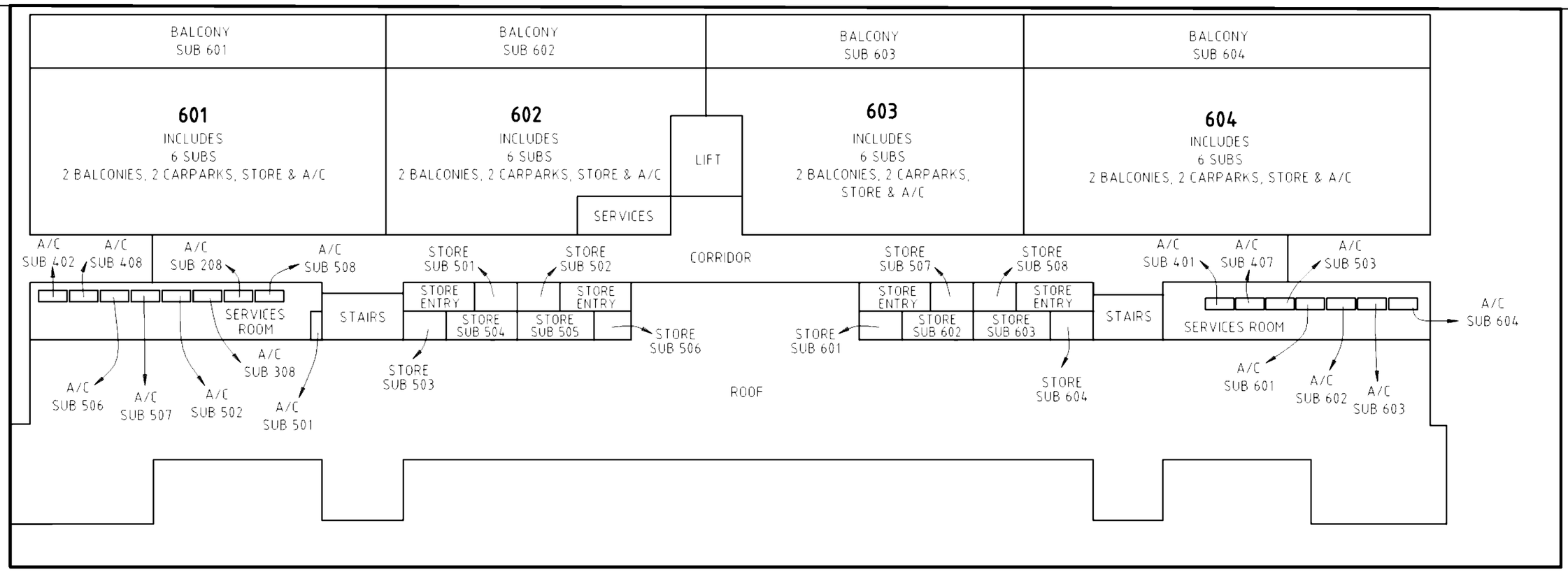
SHEET 11 OF 13

70435_pland_10_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

SIXTH FLOOR LEVEL PLAN

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Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

C42152

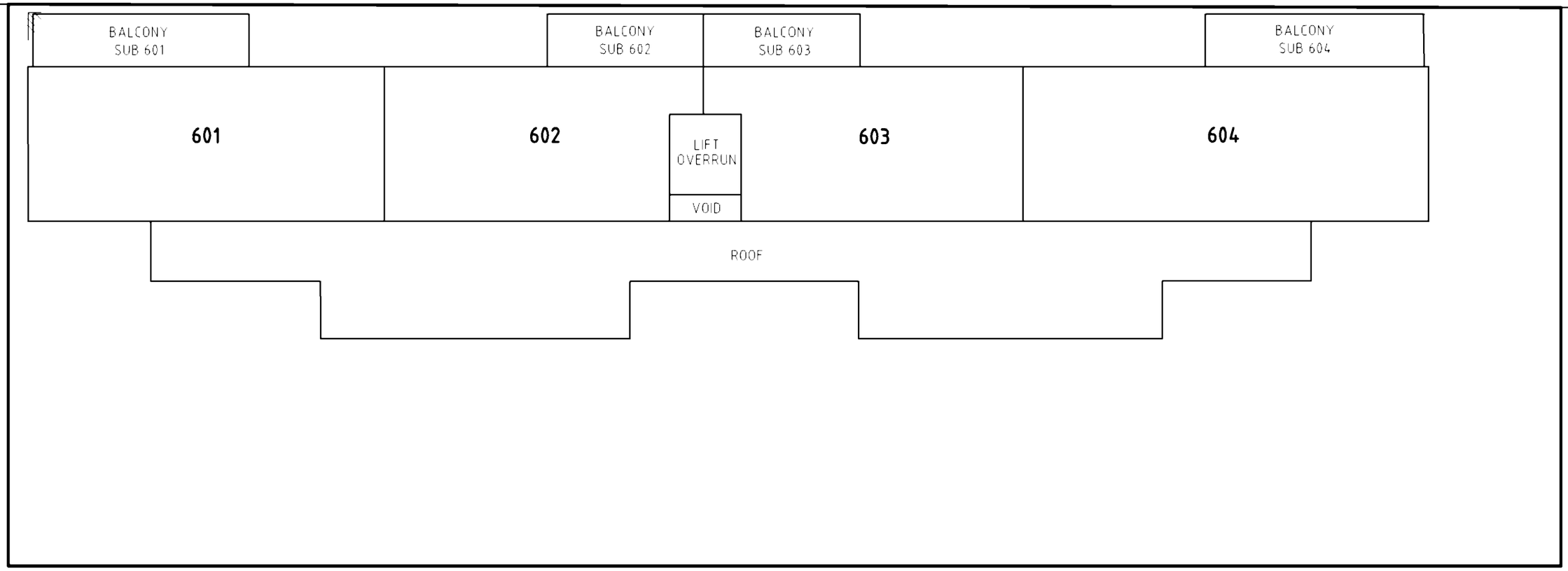
SHEET 12 OF 13

70435_pland_11_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

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REFERENCE A026515COMS21(C)	ON FIFTH STREET
KJD 19/06/2020	

SEVENTH FLOOR LEVEL PLAN

C42152

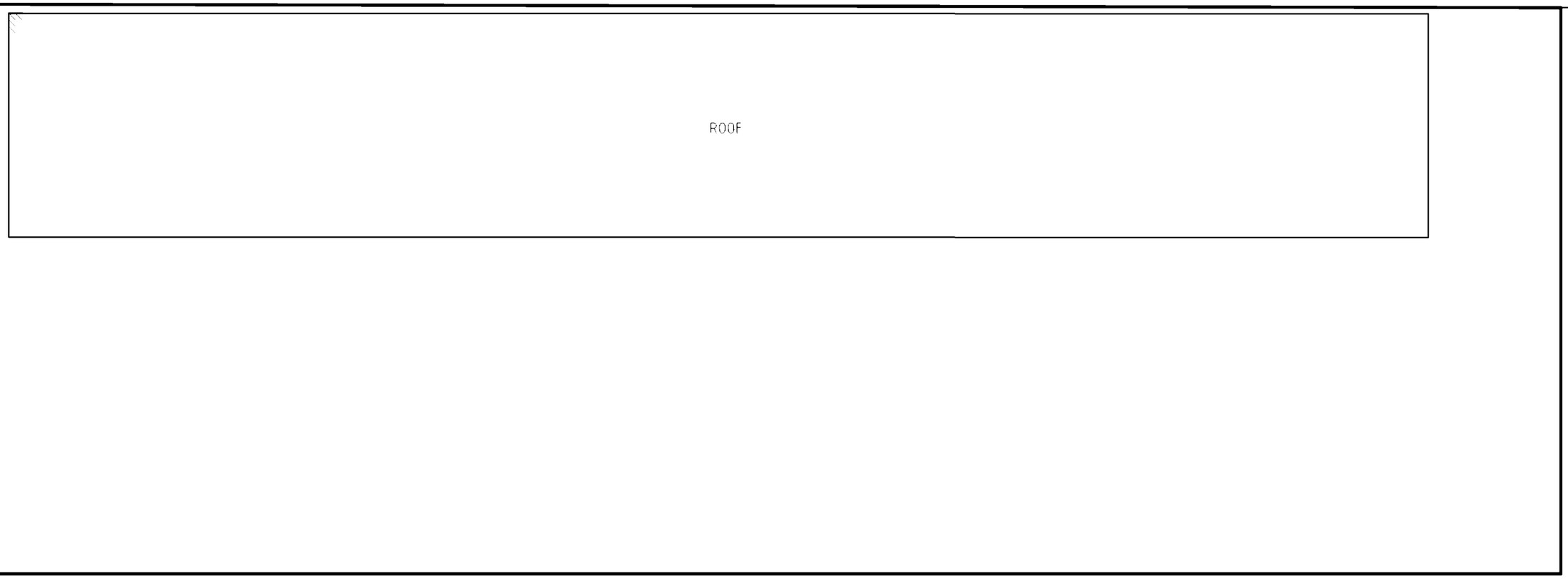
SHEET 13 OF 13

70435_pland_12_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

ROOF LEVEL PLAN

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	252	
2	250	
3	165	
4	298	
5	252	
6	298	
7	165	
8	252	
9	209	
10	152	
11	191	
201	198	
202	189	
203	196	
204	196	
205	159	
206	213	
207	213	
208	193	
301	200	
302	191	
303	209	
304	209	
305	161	
306	215	
307	215	
308	196	
401	202	
402	193	
403	211	
404	211	

COMMUNITY PLAN NUMBER

CP 42152

PLAN TYPE SECONDARY COMMUNITY STRATA

THIS IS SHEET 1 OF 2 SHEETS

APPROVED	DEPOSITED
	6/8/2020
	PRO REGISTRAR-GENERAL

CERTIFICATE OF LAND VALUER

I, Lani Rogers 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 3rd day of June 2020

Lani Rogers

Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
405	163	
406	217	
407	217	
408	198	
501	204	
502	196	
503	213	
504	213	
505	165	
506	198	
507	198	
508	172	
601	302	
602	280	
603	283	
604	327	
AGGREGATE	10,000	

COMMUNITY PLAN NUMBER

CP 42152

PLAN TYPESECONDARY COMMUNITY STRATA

THIS IS SHEET 2 OF 2 SHEETS

APPROVED	DEPOSITED
MH	6/8/2020 Mark Mitchell
	PRO REGISTRAR-GENERAL

CERTIFICATE OF LAND VALUER

I, Lani Rogers 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 3rd day of June 2020

Lani Rogers

.....

Signature of Land Valuer

Property Interest Report

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

Title Reference	CT 6241/447	**Reference No.**	2824297
Registered Proprietors	G R*BOYD	**Prepared**	06/10/2026 16:44
Address of Property	8A FIFTH STREET, BOWDEN, SA 5007		
Local Govt. Authority	CITY OF CHARLES STURT		
Local Govt. Address	PO BOX 1 WOODVILLE SA 5011		

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 will respond with details relevant to this item** 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 will respond with details relevant to this item** 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) will respond with details relevant to this item**
8.2	section 93 - Environment protection order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.4	section 99 - Clean-up order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.7	section 103J - Site remediation order that is registered in relation to the land	**EPA (SA) will respond with details relevant to this item**
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) will respond with details relevant to this item**

8.9	section 103P - Notation of site contamination audit report in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	**EPA (SA) will respond with details relevant to this item**

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 will respond with details relevant to this item** 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) will respond with details 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.

Product	Check Search
Date/Time	06/10/2026 04:44PM
Customer Reference	227730
Order ID	20261006009128

Certificate of Title

Title Reference: CT 6241/447

Status: CURRENT

Edition: 3

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
04/08/2020	06/08/2020	13346723	SCHEME DESCRIPTION	FILED	C42152
07/04/2022	14/04/2022	13762119	BY-LAWS	FILED	C42152

Registrar-General's Notes

AFFECTED BY C41974

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Certificate of Title

Title Reference	CT 6241/447
Status	CURRENT
Easement	NO
Owner Number	18596770
Address for Notices	APT 7, 8A FIFTH ST BOWDEN, SA 5007
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

GEORGINA ROSE BOYD
OF APT 7 8A FIFTH STREET BOWDEN SA 5007

Description of Land

LOT 7 SECONDARY COMMUNITY STRATA PLAN 42152
IN THE AREA NAMED BOWDEN
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 13394942
Dealing Date	23/10/2020
Sale Price	$380,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	13394943	URBAN RENEWAL AUTHORITY
MORTGAGE	14181330	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2550734104	CURRENT	8A FIFTH STREET, BOWDEN, SA 5007

Notations

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Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
04/08/2020 11:27	13346723	SCHEME DESCRIPTION	FILED
07/04/2022 10:15	13762119	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C41974

Administrative Interests

NIL

Valuation Record

Valuation Number	2550734104
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2021
Property Location	8A FIFTH STREET, BOWDEN, SA 5007
Local Government	CHARLES STURT
Owner Names	GEORGINA ROSE BOYD
Owner Number	18596770
Address for Notices	APT 7, 8A FIFTH ST BOWDEN, SA 5007
Zone / Subzone	UN - Urban Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1335 - Townhouse - Home Unit Over Two Levels In Which The Lower Level Is Above Ground Level
Description	3Aprt CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C42152 LOT 7	CT 6241/447

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$12,000	$485,000			
Previous	$11,500	$485,000			

Building Details

Valuation Number	2550734104
Building Style	Conventional
Year Built	2019
Building Condition	Very Good
Wall Construction	Concrete
Roof Construction	Not Available
Equivalent Main Area	62 sqm
Number of Main Rooms	3

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

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72 Woodville Road, Woodville, South Australia 5011
PO Box 1, Woodville SA 5011
T: 08 8408 1111 **F:** 08 8408 1122 **charlessturt.sa.gov.au**

Local Government Search

(Form 1)

Certificate Number:	CERT3928/26
Date:	06 October 2026

BPAY Biller Code: 10330
Ref No: 1819747

Form 1 Adelaide Pty Ltd
187E Main Road
BLACKWOOD SA 5051

Property No: 181974
Assessment No: 2550734104

Owner: Ms G R Boyd
Property: 8A Fifth Street BOWDEN SA 5007

Lot/Section/Title Reference: Lot 7 CP 42152 Vol 6241 Fol 447

Ward: Hindmarsh

Pursuant to Section 187 of the Local Government Act 1999 I certify that the following amounts are due and payable in respect of, and are a charge against, the above property as at the date of this certificate:

Rates for Financial Year 01/07/26 to 30/06/27	$1410.00
Levies for Financial Year 01/07/26 to 30/06/27	
Regional Landscape Levy	$28.50
Payments/Adjustments for Current Financial Year	($360.00)
Amount Due & Payable	$1078.50

Please note: City of Charles Sturt uses a ***differential rating system*** with a minimum amount. This is where a different rate in the dollar is used to determine the rates levied based on whether the land is used for residential, commercial, industrial, primary production, vacant or other purposes. Should the land use change within the financial year there may be an adjustment to the differential rate charged for the future financial year and rates levied.

Outstanding rates balance is correct as at the above date. If you are seeking updated rating information more than 30 days from the above date or in a new financial year, a new Section 187 request is required to be lodged.

Chief Executive Officer **Per Authorised Officer:**

Property No: 181974
Property Address: 8A Fifth Street BOWDEN SA 5007

Prescribed enquiries under section 7 of the Land and Business (Sale and Conveyancing) Act and Regulations.

Prescribed Encumbrances	Other Particulars Required
Development Act 1993 (repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	**Yes**

Application No. 252/0040/17
Description To construct a mixed-use development comprising four buildings accommodating a total of 228 residential apartments, 344m2 of ground level retail floorspace, two basement levels of car parking and landscaping (staged construction) – Stage 1: Substructure (all buildings), Stage 2: Superstructure (On Lane, On Fifth, On Park East), Stage 3: Final Documentation (On Lane, On Fifth, On Park East), Stage 4: Superstructure (On Gibson, On Park West), Stage 5: Final Documentation (On Gibson, On Park West)
Decision: #APPROVED
Issue Date 11/07/2018

Development Assessment Commission Conditions

PLANNING CONDITIONS

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans as submitted in development application number 252/L007/17 (Council Ref. 252/0040/17) including:

   Architectural Plans
   DAC Presentation Plan set prepared by Hames Sharley dated July 2017 including:

   - Master Plan
   - Staging Plan
   - Basement Level 01
   - Basement Level 02
   - Site Plan
   - Ground Floor Plan
   - Level 01 Floor Plan
   - Level 02 Floor Plan
   - Level 03 Floor Plan
   - Level 04 Floor Plan
   - Level 05 Floor Plan
   - Level 06 Floor Plan
   - Level 07 Floor Plan
   - Level 08 Floor Plan
   - Level 09 Floor Plan
   - Roof Plan
   - Fourth Street Elevations
   - Fifth Street Elevations

- Gibson Street and Laneway Elevations
- On The Park Elevations x 2
- On Fifth Elevations
- On Gibson Elevations
- On The Lane Elevations
- Section 1
- Section 2
- Landscape Strategy prepared by Oxigen

Reports / Correspondence

- Planning Report prepared by Ekistics, dated 21 November 2016
- Traffic and Parking Assessment prepared by GTA, dated 18 October, 2016
- Waste Management Plan prepared by Rawtec, dated October, 2016
- Acoustic Report prepared by Resonate, dated 19 October, 2016
- Stormwater management report prepared by PT Design dated 5 October, 2016
- ESD Intent Report prepared by D^2, dated 28 October, 2016

Additional information and reports

- Correspondence from Ekistics dated 1 May, 2017
- Correspondence from GTA dated 19 April, 2017
- Correspondence from Rawtec dated 1 May, 2017

2. The applicant shall demonstrate, to the reasonable satisfaction of the Commission, prior to the commencement of superstructure works that the preliminary acoustic design recommendations of the Resonate Acoustic Services report dated 19 October, 2016 have been incorporated into the detailed design of the proposal or that the appropriate noise levels, as identified within the report, have otherwise been achieved.

3. Details of the onsite capture and reuse of stormwater within the development shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

4. An updated waste management plan shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works. The plan shall consider and outline the following matters:

   - On street waste collection locations;
   - Size and areas of each waste room demonstrating that they are capable of accommodating the required waste bins and circulation space (minimum of 1.25m wide access path clear of
   - any obstruction); and
   - Inclusion of a resident handbook that outlines the roles and responsibilities of individuals, households, the property manager, and collection contractors to effectively and safely manage the waste and resource recovery system.

5. Eight (8) car parks within the basement shall be reserved and made available for the use of the retail tenancies at all times.

6. Final details of the width of the access to Fifth Street and associated line marking adjacent to the property boundary shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

7. The proposed car parking layout, vehicular entry points and manoeuvring areas shall be designed and constructed to conform to the Australian Standard 2890.1:2004 (including clearance to columns and space requirements at the end of blind aisles) for Off-Street Parking Facilities; Australian Standard 2890.6-2009 Parking facilities - Off street commercial vehicle facilities and designed to conform with Australian Standard 2890.6:2009 for Off Street Parking for people with disabilities.

8. The on-site Bicycle Parking facilities shall be designed in accordance with Australian Standard 2890.3-1993 and the AUSTROADS, Guide to Traffic Engineering Practice Part 14 - Bicycles.

9. Mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed:

   50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) at the most affected residence when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.

10. There shall be no air conditioning, extraction plant or ducting located on the apartment balconies, for any of the buildings associated with this development. Details of any air conditioning plant located on the other exterior locations of the building shall be submitted to the reasonable satisfaction of the Development Assessment Commission.

11. A Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards - including the EPA publication “Environmental Management of On-site Remediation” - to minimise environmental harm and disturbance during construction.

    The CEMP must incorporate, without being limited to, the following matters:

    · air quality, including odour and dust
    · surface water including erosion and sediment control
    · soils, including fill importation, stockpile management and prevention of soil contamination
    · groundwater, including prevention of groundwater contamination
    · noise
    · occupational health and safety

    For further information relating to what Site Contamination is, refer to the EPA Guideline: 'Site Contamination - what is site contamination?':
    www.epa.sa.gov.au/pdfs/guide_sc_what.pdf <http://www.epa.sa.gov.au/pdfs/guide_sc_what.pdf>
    <http://www.epa.sa.gov.au/pdfs/guide_sc_what.pdf>

12. All stormwater design and construction shall be in accordance with Australian/New Zealand Standards, AS/NZS 3500-2003 and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Stage 1

Nil Conditions

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Stage 2

1. Surface stormwater run-off shall be directed away from the building and neighbouring properties and towards the street water table.

Reason: To avoid the likelihood of damage or nuisance to any other property or entry of surface water into the building. BCA-Fl.1

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Stage 3

Nil Conditions

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Stage 4

1. Surface stormwater run-off shall be directed away from the building and neighbouring properties and towards the street water table.

Reason: To avoid the likelihood of damage or nuisance to any other property or entry of surface water into the building. BCA F1.1

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Stage 5

Nil Conditions

Application No. 252/0702/20
Description Community Title – 252/C069/20 – Creating forty seven allotments from one
Decision: #APPROVED
Issue Date 28/05/2020

State Commission Assessment Panel Conditions:

PLANNING CONDITIONS:

1. The development granted Development Approval shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below (if any).

   Reason for condition: to ensure the development is constructed in accordance with endorsed plans and application details.

LAND DIVISION REQUIREMENTS:

2. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, shall be met. (SA Water H0096223)

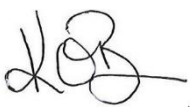
   Reason for condition: to ensure the appropriate water and sewerage services requirements are met.

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

   Reason for condition: to ensure the land division requirements are met.

Building Indemnity Insurance - No	
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 (repealed) or the PDI Act 2016?	**Yes – Refer to the development application(s) listed in this document.**
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	**No**
Section 50(2) – Agreement to vest land in a council or Crown to be held as open space	**No**
Section 55 – Order to remove or perform work	**No**

Section 56 – Notice to complete development	**No**
Section 57 – Land management agreement	**Refer to the PlanSA Data Extract for Section 7 search purposes below.**
Section 69 – Emergency order	**No**
Section 71 – Fire safety notice	**No**
Section 84 – Enforcement notice	**No**
Section 85(6), 85(10) – Enforcement order	**No**
Section 106 – Enforcement order	**No**
Part 11 Division 2 – Proceedings	**No**
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 1967* (repealed)	**No**
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code • Zones/Subzones/Zoning Overlays • State or Local Heritage Place/Area • Declared Trees • Associated Development Authorisation Information • Building Indemnity Insurance • Land Management Agreement • Current Amendment to the Planning and Design Code For further information about the Planning and Design Code visit https://code.plan.sa.gov.au	**Refer to the PlanSA Data Extract for Section 7 search purposes below.**

Section 127 – Condition (that continues to apply) of a development authorisation Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register | PlanSA	**Refer to the PlanSA Data Extract for Section 7 search purposes below.**
Section 141 – Order to remove or perform work	**No**
Section 142 – Notice to complete development	**No**
Section 155 – Emergency order	**No**
Section 157 – Fire safety notice	**No**
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	**No**
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	**No**
Part 16 – Division 1 – Proceedings	**No**
Section 213 – Enforcement notice	**No**
Section 214(6), 214(10) – Applications to Court	**No**
Section 222 – Enforcement order to rectify breach	**No**
Confirmed – Planning and Development: 	
Fire and Emergency Services Act 2005	
Section 105F (or Section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land	**No**

Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	**No**
Local Government Act 1934 (repealed) and/or Local Government Act 1999	
Section 217 – Notice, order, declaration, charge, claim or demand given or made under the Act	**No**
Section 254 – Notice, order, declaration, charge, claim or demand given or made under the Act	**No**
Confirmed – Community Safety: 	
Food Act 2001	
Section 44 – Improvement notice	**No**
Section 46 – Prohibition order	**No**
Public and Environmental Health Act 1987 (repealed)	
Part 3 – Notice	**No**
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 – Condition (that continues to apply) of an approval	**No**
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) Regulation 19 – Maintenance order (that has not been complied with)	**No**
South Australian Public Health Act 2011	
Section 66 – Direction or requirement to avert spread of disease	**No**
Section 92 – Notice	**No**

South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	**No**
Confirmed – Environmental Health: G. Miller	
Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	**No**
Confirmed – Alternative Water:	
Land Acquisitions Act 1969	
Section 10 Notice of intention to acquire	**No**
Confirmed – Property Management, Planning and Strategy:	

The information herein is provided pursuant to Council's obligations under Section 7 of the Land and Business (Sales and Conveyancing) Act and Regulations. Only information, which is required to be provided, has been given and that information should not be taken as a representation as to whether or not any charges or encumbrances affect the Subject Land.

NOTICES

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.

ADDITIONAL INFORMATION

This information is provided as additional information, it is not information that Council is statutorily obliged to provide.

Parts of the City are subject to flooding. This situation may be subject to change over time. Flood plain mapping data is available on Council's website.

The EPA has advised that an Auditor has been appointed in relation to this land.

The EPA can be contacted on 08 8204 2004 for further information.

Data Extract for Section 7 search purposes

Valuation ID 2550734104

Data Extract Date: 07/10/2026

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: C42152 FL7

Certificate Title: CT6241/447

Property Address: 8A FIFTH ST BOWDEN SA 5007

Zones

Urban Neighbourhood (UN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

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.

Noise and Air Emissions

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Traffic Generating Development

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

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: 2824297

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

DATE OF ISSUE
07/10/2026

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

OWNERSHIP NUMBER	OWNERSHIP NAME
18596770	G R BOYD

PROPERTY DESCRIPTION

8A FIFTH ST / BOWDEN SA 5007 / LT 7 C42152

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
2550734104	CT 6241/447	$485,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	153.60
- REMISSION	$	90.75
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	-112.85
= 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 **05/01/2027**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7025179412** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2824297

DATE OF ISSUE
07/10/2026

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

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

OWNERSHIP NAME
G R BOYD

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
8A FIFTH ST / BOWDEN SA 5007 / LT 7 C42152

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
2550734104	CT 6241/447	$12,000.00	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 **05/01/2027**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7025179321** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
25 50734 10 4	CT6241447	7/10/2026	7745	2824297

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

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: G R BOYD
Location: 8A FIFTH ST BOWDEN LT7 C42152
Description: 3Aprt CP **Capital Value:** $ 485 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/10/2020	Water rates	:	88.00
Sewer main available:	1/10/2020	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: 28/10/2026

This account has no meter of its own but is supplied from account no 25 50734 03 2.

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 advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.

SA Water

South Australian Water Corporation

Name:
G R BOYD

Water & Sewer Account
Acct. No.: **25 50734 10 4**

Amount: _____

Address:
8A FIFTH ST BOWDEN LT7 C42152

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2550734104

BPAY

Biller code: 8888
Ref: 2550734104

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: 2550734104

Our Ref: 740494
Account No: 2550734104
Enquiries: TECHNICAL SERVICES INVESTIGATIONS
Office Hours: 8:30am to 3:30pm
Telephone: (08) 7424 1360

NOTICE OF RECYCLED WATER SUPPLY

Dear Owner

Regarding property at: 8A FIFTH ST BOWDEN SA 5007

We are writing to let you know that your recycled water plumbing system must be audited

- Every five years; and
- Before you sell your property.

This requirement is part of the SA Water Standard Customer Contract and Department of Health obligations. It helps ensure your drinking water supply remains safe, reliable and compliant.

What you need to do?

- Book your recycled water audit using our online form via the link below.
- When completing the form, select: **"5 Yearly recycled water audit"**.

If you are selling your property

- Book your recycled water audit using our online form via the link below.
- When completing the form, select: **"Property settlement of recycled water".**
- Your conveyancer will remind you to book an audit as they will need a copy of your Certificate of Audit to complete the settlement process.

http://www.sawater.com.au/forms/recycled-water-audit

What will SA Water do?

- Conduct an audit of your recycled water system at no cost to you
- Issue a 'Certificate of Audit' upon successful completion of the recycled water audit.
- Remind you when the next 5 yearly audit is due.

If you have any questions or need help booking, please contact us on 08 7424 1360 or visit https://www.sawater.com.au/my-home/saving-water/reuse-and-recycled-water

Yours Sincerely



_____(signed) For Chief Executive Officer

HARRIS

Residential Tenancy Agreement (Fixed or Periodic)

8A Fifth St, Bowden SA 5007

Harris Real Estate - Kent Town

p: +61 883 342 700

e: pminfo@harrisre.com.au

Part A - RESIDENTIAL TENANCY AGREEMENT (FIXED OR PERIODIC)

In accordance with section 49(1)(a) of the Residential Tenancies Act 1995 (SA) please be advised that this agreement is a residential tenancy agreement. The parties to this agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT

Company Name: Harris Real Estate Pty Ltd
Trading As: Harris Real Estate - Kent Town
ABN: 95 140 836 997
ACN: 140 836 997
RLA No: 226409
Street Address: 5-9 Rundle Street, Kent Town
Telephone: +61 883 342 700
Email: pminfo@harrisre.com.au

The Agent consents to the above listed email address being used for the purposes of service under section 120(1) of the *Residential Tenancies Act 1995 (SA).*

2. LANDLORD

Full Name: **Georgina Boyd**
Company Name (if applicable): **NIL**
ABN (if applicable) NIL
ACN (if applicable) NIL
Address for service of documents: Unit 31 / 207 Greenhill Rd, Eastwood SA 5063

Address for service of documents cannot be the Agent's address for service.

3. TENANT

Tenant 1
Full name: Reshab Ram Kathirvel
p: +61452473643
Email Address for the service of documents
e: reshabramkathirvel@gmail.com

4. PREMISES

The premises are located at: 8A Fifth St, Bowden SA 5007

Do the Premises meet Minimum Housing Standards: Yes

Exclusion of any part of property:

Detail the parts of the property and premises not included in this agreement

NIL

5. TERM

This agreement is : **FIXED**

Commencing on the 22nd of June 2026 and ending on the 21st of June 2027.

6(a). RENT

Rent is One Thousand One Hundred Sixty Dollars / $1160.00 per (period) fortnight

The rent is payable in advance: Fortnightly

The rent payment schedule is as follows:

- First payment of $1160.00 due on the 22nd of June 2026
- Second payment of $1160.00 due on the 6th of July 2026
- Thereafter $1160.00 on the Monday of each fortnight

Payment method:

The rent payment method is:

BPAY

Biller code 96503

Customer Reference no. 30630253011223594104

NB: The payment of rent is considered to have been made when it is credited to the Agent/Landlord. The Tenant must take into account any potential delays caused by financial institutions or payment methods when transferring rent.

6(b). RENT INCREASE

(To be read in accordance with Clause 9 of Part B)

NIL

7. BOND

The Bond for the premises is Two Thousand Three Hundred Twenty Dollars / $2320.00.

NB: In accordance with section 61 of the Residential Tenancies Act 1995 (SA) and Regulation 13 of the Residential Tenancies Regulation 2025 (SA), the Bond will be 4 weeks' rent if the rent is less than $800 per week or 6 weeks' rent if the rent is more than $800 per week.

8. OUTGOINGS

(See clause 3(e) of Part B for further information)

The tenants are required to pay water charges and usage as detailed below:

[x] All water usage costs adjusted for the period of tenancy

[ ] All water usage costs in excess of [_____]kl per annum, with such allowance to be adjusted for the period of the tenancy

[x] All water supply charges adjusted for the period of the tenancy

[ ] No charge for water

[ ] Other (specify) _____

If the Property is not separately metered for a service, the tenant will pay an apportionment of the cost of the service, as set out below, where any services are in the name of the landlord (see section 73 of the Residential Tenancies Act 1995 (SA)).

NIL

9. INSURANCE

(See clause 3(f) of Part B for further information)

[x] The Landlord has responsibility for insurance of the building and premises

[x] The Tenant has responsibility for insurance of contents of the premises (for property other than that of the Landlord)

10. PETS

A pet is approved:

[x] No

[ ] Yes – Refer to Pet Annexure

11. REPAIRS AND MAINTENANCE

In circumstances where repairs and maintenance are required during business hours

[x] Always contact Agent

[ ] Contact the nominated trades listed below

In circumstances where repairs and maintenance are required after business hours

Contact the nominated trades listed below

Harris Real Estate - Emergency Maintenance Line

Name Harris RE Emergency Maintenance Line

Company Harris Real Estate

Phone 08 8334 2700

12. DISCLOSURE OF SALE OF PREMISES TO PROSPECTIVE TENANT

The Landlord has a present intention to sell the Property

[x] No

[ ] Yes. In accordance with section 47A of the Residential Tenancies Act 1995 (SA), the tenant/s acknowledge that prior to entering into this residential tenancy agreement, they have been informed that the landlord has advertised, or intends to advertise, the residential premises for sale and of any existing sales agency agreement for the sale of the residential premises

NB: In accordance with section 71A of the Residential Tenancies Act 1995 (SA), the Landlord will give the Tenant 14 days' written notice of the Landlord's intention to enter into a sales agreement in relation to the property.

13. MANUALS OR WRITTEN INSTRUCTIONS FOR DOMESTIC FACILITIES

Refer to *Annexure - Manuals or Written Instructions for Domestic Facilities*

14. SPECIAL CONDITIONS / ADDITIONAL TERMS

Refer to *Annexure - Special Conditions / Additional Terms*

15. ACKNOWLEDGEMENT and CONSENT

The parties to this agreement each consent to either of them or their representatives signing this agreement or any notices under the Residential Tenancies Act 1995 (SA) by electronic signature pursuant to the Electronic Communications Act 2000 (SA) and delivering this Agreement or any notices under the Residential Tenancies Act 1995 (SA) by email pursuant to the Residential Tenancies Act 1995 (SA) and the Electronic Communications Act 2000 (SA).

16. EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of the following documents:

- [x] Section 48(1) Notice (prior to or at the time of signing this Agreement)
- [x] A copy of this Agreement
- [x] The Residential Tenancies Act 1995 (SA) Information Brochure
- [x] Two copies of the Property Condition Report
- [ ] Manufacturer's Manuals and Instructions as an Annexure if not provided for in this Agreement
- [x] Special Conditions
- [ ] Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)
- [ ] Strata Articles (if applicable)
- [ ] Community Title By-Laws (if applicable)

Signed by the tenant(s)

Tenant #1
Reshab Ram Kathirvel
the 10th of June 2026



Signed by or on behalf of the landlord

Landlord's agent
Alannah Williams - Harris Real Estate - Kent Town
the 10th of June 2026



PART B - GENERAL CONDITIONS

1. Agreement

(a) The Landlord agrees to rent the Property/Premises to the Tenant in accordance with the terms and conditions of this Agreement.
(b) If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.
(c) This Agreement is governed by and construed in accordance with the laws in force from time to time in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
(d) This Agreement consists of Part A Particulars, Part B General Conditions and any additional terms, annexures or special conditions as annexed hereto.
(e) Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.
(f) Any references to singular includes the plural and vice versa and references to natural persons include corporations and vice versa.

2. Definitions

Unless a contrary intention appears, the following terms as used in this Agreement are defined as follows:
Act means the Residential Tenancies Act 1995 (SA);
Agent means the person, organisation or otherwise as outlined in Item 1 of Part A;
Bond means the amount specified in Item 7 of Part A;
Domestic Abuse has the same meaning as in the Act;
Landlord means the person, organisation or otherwise as outlined in Item 2 of Part A;
Minimum Housing Standards has the same meaning as in the Housing Improvement Act 2016 (SA);
Premises means the premises the subject of this Agreement as outlined in Item 4 of Part A;
Property means the Premises;
Rent means the amount specified in Item 6 of Part A and/or as varied in accordance with this Agreement and the Act;
Regulations means the Residential Tenancies Regulations 2025 (SA);
SACAT means the South Australian Civil and Administrative Tribunal;
Tenant means the person, organisation or otherwise as outlined in Item 3 of Part A;
Term means the term/period that this Agreement remains in force as outlined in Item 5 of Part A until such time as it is terminated in accordance with this Agreement.

3. The Tenant's Rights and Obligations

Subject to the provisions of the Act, Regulations and this Agreement, the Tenant must:

(a) use the Premises solely as a place of residence.
(b) Return the completed inspection sheet as required by the Regulations within fourteen (14) Days from the commencement of the lease, together with any details of disputed items;
(c) pay the Rent to the Agent as per the terms outlined in Item 6 of Part A, unless the Agent has provided the Tenant with a written notice setting out an alternative method for payment;
(d) pay the Bond in accordance with Item 7 of Part A;
(e) pay any and all outgoings within fourteen (14) days of receipt of a notice for payment. Outgoings include but are not limited to electricity, gas, telephone and water charges as outlined in Item 8 of Part A.
(f) effect and maintain any policy of insurance as outlined in Item 9 of Part A. The policy of insurance must be maintained for the duration of the Term and if requested, produce a certificate of currency to the Landlord or the Agent upon demand;
(g) keep the Property clean and secure at all times and to notify the Agent or Landlord immediately if any security is compromised;
(h) immediately notify the Agent or Landlord of any damage to the Property;
(i) immediately notify the Agent or Landlord of any fault or breakdown in equipment within the Property such as the smoke alarms, plumbing, electrical or other services;
(j) keep the Property clear of rubbish which includes using household rubbish bins as approved by the local council and placing the bins out for collection on the day of collection and retrieving it as soon as practically possible once emptied;
(k) attend to any gardens if applicable, which may include but is not limited to regular mowing the lawn, weeding and watering the garden so as to ensure it is maintained to the same standard as it was at the commencement of the Term;
(l) ensure that all drains and plumbing systems are kept clear of debris, rubbish, personal hygiene products and to not place items in the drains and/or plumbing systems that are not permitted. The tenant must not intentionally nor negligently do anything that will interfere with the proper operation of the plumbing system and if any such blockage occurs as a result of the tenants acts or omissions then the tenant will be solely responsible for any rectification costs;
(m) pay the cost of any damage caused to or any repairs required to the Property as a result of the Tenants (or its guests and invitees) acts or omissions;
(n) attend to the maintenance of any swimming pool or spa (if applicable) in accordance with this clause unless alternative instructions have been provided. The tenant must:
    (a) supply and bear the costs of any and all labour, chemicals and treatments required to maintain the present condition of the pool or spa;
    (b) observe and follow any additional instructions provided by the Landlord about the use, care and maintenance of the pool or spa;
    (c) to not drain the pool or spa without the prior written consent of the Landlord;
    (d) immediately notify the Agent and/or the Landlord once the Tenant becomes aware of any default or malfunction in the pool or spa's gates or fences or equipment, or where the condition of the pool or spa has deteriorated to the point where further intervention is

required.

4. The Tenant's Acknowledgements

Subject to the provisions of the Act, Regulations and this Agreement, the Tenant must not, without the prior written consent of the Landlord:

(a) use, cause or permit the Property to be used for an illegal or unauthorised purpose;
(b) cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
(c) remove or alter any fixtures and fittings or affix any item, or make any renovation (including painting), alteration or addition to the Property. The Tenant may, make an alteration or addition that is minor, or necessary for a tenant that has a disability or mobility need, provided that the alteration or addition does not significantly affect the structure of the Property. Any associated cost with the alteration or addition must be paid by the tenant. The Landlord will not unreasonably withhold consent to such alternations or additions. The tenant must return the Property to its former state at the end of the tenancy;
(d) install any air-conditioning unit in or on the Property;
(e) alter, remove, install or change any locks and/or security devices to the Property unless the provisions in the Act relating to Domestic Abuse or personal safety apply. In the event that locks or security devices are changed, removed or altered, the Tenant must supply any key, device or code to the Agent and/or Landlord as soon as practically possible. Neither party will unreasonably withhold consent to such alterations, removals or installs, by and at the expense of the other party;
(f) intentionally or negligently cause damage to the Property themselves or by allowing others to intentionally or negligently cause damage to the Property;
(g) keep any animals on the Property unless approval has been sought and granted separately;
(h) use any toilet, sink, drain, bath, appliance or fixture for other than their intended purpose;
(i) assign this tenancy or sub-let part or all of the Property. The Landlord may charge their reasonable expenses to the Tenant in considering an application for consent from the Tenant to assign or sub-let part or all of the Property and their costs associated with a subsequent consent;
(j) affix any satellite dish, cable TV or antenna cable to the Property. The tenant acknowledges that the presence of any purported telephone/aerial/internet plug/port does not of itself indicate that the Property is connected to these services. The Agent and Landlord make no representation and guarantee to the provision and availability of these services;
(k) cause or permit any smoking within the Property;
(l) allow any person, other than the permitted occupants outlined in this Agreement, to reside in the Property for a period of longer than fourteen (14) days;
(m) permit any mode of transport which have wheels and/or an engine, to be brought into the Property or any space other than the agreed parking place;
(n) interfere with any plant and equipment, machinery, appliances or otherwise, that belong to the Landlord on the Property other than to operate it in accordance with the instructions provided;
(o) place any sign, advertisement, notice or similar on or in the Property.

5. Strata Articles or Rules

In circumstances where the Property is a unit or a lot as defined under the Strata Titles Act 1988 (SA) or the Community Titles Act 1996 (SA) or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By-Laws of the owners corporation made pursuant to the Act. The same applies in regard to other premises in relation to any Articles or Rules that apply. The tenant must not:

(a) park any motor vehicle or motor cycle in any place other than the designated allotted parking space for the Property;
(b) deposit any rubbish around the Property other than in a bin provided for that purpose;
(c) place any pot plants or personal items on any window sill, balcony railing/wall, balustrade, passageway or common areas;
(d) hang washing in any space other than in areas designated for such purpose;
(e) use any communal laundry facilities outside the designated times set by the owners corporation.

6. The Landlord's Rights and Obligations

Subject to the provisions of the Act, Regulations and this Agreement, the Landlord must:

(a) provide the Property in a reasonable state of cleanliness;
(b) allow the Tenant to have quiet enjoyment of the Property during the Term and until the Agreement is terminated or expires in accordance with this Agreement;
(c) provide and maintain the Property in a reasonable state of repair, having regard to its age, character and prospective life. The Landlord will not be regarded as being in breach of their obligation to repair unless the Landlord has been provided with a written notice by the Tenant outlining the defect requiring repair and the Landlord fails to act within a reasonable timeframe and with reasonable diligence to have the defect repaired;
(d) provide and maintain such locks and other devices to ensure the Property is reasonably secure;
(e) pay all rates, charges and taxes imposed on the Property, except for those rates and charges for water that are agreed to be paid by the Tenant as outlined in Item 8 of Part A.

7. The Landlord's Acknowledgements

Subject to the provisions of the Act, Regulations and this Agreement, the Landlord must not:

(a) cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant;
(b) remove or add any security lock or device without the Tenant's written or verbal consent, except in circumstances where the Tenant is in default of this Agreement.

8. The Landlord's Right of Entry

Subject to the provisions of the Act, Regulations and this Agreement, the Agent and/or the Landlord may enter the Property in the following circumstances:

(a) immediately in an emergency;
(b) to carry out necessary repairs and maintenance at a reasonable time where the Tenant has been provided with no less than forty-eight (48) hours;
(c) as may be arranged with the Tenant but not more than once per week to collect Rent;
(d) to inspect the Property by providing the required notice pursuant to the Act. Routine inspections are limited to 4 per year, unless otherwise ordered by the SACAT;
(e) for the purpose of showing the Property to prospective tenants at reasonable times within the last twenty-eight (28) days of the tenancy;
(f) for the purpose of showing the Property to prospective purchasers on not more than 2 occasions in any 7 day period unless otherwise agreed, if the Property has been disclosed as being for sale;
(g) at any time provided the Tenant consents.

9. Rent Increase

(a) Subject to the provisions of the Act and Regulations, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term, after 12 months from the date of this Agreement and at least 60 days' notice has been provided to the tenant.
(b) By completing this clause, the parties agree that the rent will be increased during this Agreement as follows:
    (i) The Rent will be increased to $_____ _____ commencing on _____ being 12 months from the date of this Agreement.

10. Termination and Holding Over

The parties agree that:

(a) this Agreement may only be terminated in accordance with the Act;
(b) a notice terminating this Agreement due to the non-payment of Rent will be provided in circumstances where the Rent is in arrears for at least fourteen (14) days before a notice of termination can be given. The notice must be in the prescribed form;
(c) if the Tenant remains in occupation of the Property after the expiration of the Term with the approval of the Landlord, this Agreement continues under the same terms and conditions until determined by either party in accordance with the Act;
(d) if the Tenant breaches this Agreement during the Term and is subsequently terminated, the Tenant agrees to pay to the Agent or the Landlord, the Landlords reasonable re-letting costs which may include but are not limited to advertising, letting fees and any out of pocket expenses together with the Rent until such time as the Tenant is released from this Agreement.

11. Termination by Landlord - Possession

The parties agree that the Landlord can terminate the Agreement by giving at least 60 days notice, in the prescribed form, if the Landlord requires possession of the Property for the following reasons:

(a) demolition of the Property;
(b) the Landlord is required to undertake repairs or renovations at the Property that cannot be carried out whilst the tenant is in occupation of the Property;
(c) the Landlord's own personal occupation;
(d) the Landlord has entered into a contract for sale which requires the Landlord to give vacant possession;
(e) the Landlord has entered into a sales agency agreement with a registered agent for the sale of the premises.

12. Termination by Landlord - Drug contamination

The parties agree that the Landlord can terminate the tenancy by providing notice, in the prescribed form, if the Tenant, or any other person has engaged in any drug related conduct on the premises.

13. Termination by application to SACAT

Either party may apply to SACAT to terminate a tenancy as the continuation of the tenancy would cause undue hardship, including, but not limited to the following reasons:

(a) Serious breaches;
(b) Damage;
(c) Unacceptable conduct;
(d) Injury;
(e) Domestic Abuse;
(f) Illegal conduct;
(g) Nuisances or a failure to pay rent.

The parties acknowledge that SACAT may also declare a termination invalid if satisfied that a notice of termination by the Landlord was a retaliatory termination.

14. Termination by Tenant or Landlord - End of Fixed Term

(a) Termination by Landlord: The landlord may terminate the Tenancy Agreement at the expiry of the Term by providing the Tenant with not less than sixty (60) days' written notice, specifying a prescribed reason for termination. The prescribed reasons are set out in Regulation 25 of the Regulations.
(b) Termination by Tenant: The Tenant may terminate the Tenancy Agreement at the expiry of the Term by providing the landlord with not less than twenty-eight (28) days' written notice prior to the expiry of the Term unless another ground for termination applies as provided under

the Act and/or Regulations.

(c) Where neither party provides notice with clauses 14(a) and (b) above, the Tenancy Agreement will continue as a periodic tenancy under the applicable provisions of the Act and Regulations."

15. Termination by Tenant - Immediately

The Tenant can terminate the Agreement immediately, if,

(a) the Property, or a significant part of the Property is destroyed or rendered uninhabitable; or
(b) the Property, or a significant part of the Property, ceases to be lawfully usable for residential purposes; or
(c) the Property has been acquired by compulsory process.

16. Termination by Tenant by giving 7 days notice

The Tenant may terminate the Agreement by providing 7 days notice, in the prescribed form, for the following reasons:

(a) if the Landlord has breached a provision of the Agreement, and has breached the same provision on two previous occasions within the last 12 month period;
(b) if the Property does not comply with the Minimum Housing Standards;
(c) if the Property, or a significant part of the Property is destroyed or unsafe;
(d) if the Tenant requires aged, palliative or special care;
(e) if the Tenant has been offered and accepted accommodation by the South Australian Housing Trust or a registered community housing provider;
(f) if the Tenant requires temporary crisis accommodation;
(g) if the Tenant requires protection due to circumstances of Domestic Abuse.

17. Indemnity

The Tenant agrees to indemnify and keep indemnified the Landlord and the Agent in respect of any loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property, which includes without limitation, loss due to bodily injury, sickness, death, or loss, destruction or damage to property. This indemnity survives the termination or expiration of this Agreement.

18. Severance

If any clause or any part in this Agreement is in any way unenforceable, invalid or illegal, the clause is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or part of those clauses) of this agreement, which will continue in full force and effect.

Executed as an Agreement

Signed by the tenant(s)

Tenant #1
Reshab Ram Kathirvel
the 10th of June 2026



Signed by or on behalf of the landlord

Landlord's agent
Alannah Williams - Harris Real Estate - Kent Town
the 10th of June 2026



Annexure - Manuals or Written Instructions For Domestic Facilities

Manufacturers' manuals or written instructions for domestic facilities that require instructions for use, will be provided to the tenant before or upon occupation of the premises as either an Annexure to this Agreement or in the table below.

NIL

This information will be reasonably given where available and the tenant acknowledges that instructions may be provided by the Agent separately to this Agreement.

Annexure - Special Conditions / Additional Terms

Balcony Areas

The tenant must keep all balcony areas in a reasonably clean and tidy condition.
The tenant is responsible for:
• Maintaining any tenant-owned potted plants or planter boxes
• Ensuring watering does not cause water seepage, staining or damage to other lots or common property
• Taking reasonable care to prevent grease, oil or other staining of balcony surfaces
• Washing must not be hung over balcony balustrades.

Flooring (Timber/Lino)

The tenant must take reasonable care to avoid damage to all floor surfaces.
This includes:
• Avoiding footwear, furniture or activities likely to cause damage
• Using protective pads under furniture where reasonably practicable
• Cleaning floors using appropriate products and avoiding excessive water

Stone Benchtops - Care and Use

The Premises includes stone benchtops. The Tenant/s agree to take reasonable care when using the benchtops, including promptly wiping spills, avoiding direct heat exposure by using protective trivets or mats, using chopping boards to prevent scratching or damage, and cleaning surfaces with mild, non-abrasive products suitable for stone.
Any damage to the benchtops caused by misuse, neglect, or failure to take reasonable care beyond fair wear and tear will be at the Tenant's cost.

Harris General Conditions

Payment to Secure Tenancy
To secure this tenancy, you are required to pay the first two weeks' rent and the security bond within 24 hours. Please note the bond will be lodged in all names listed on the Tenancy Agreement, and you will be notified electronically via Bonds Online of your Bond Lodgement. Payment can be made by BPAY® via internet or telephone banking. We do not accept cash or eftpos payments.

_____

Communication and Use of Premises
The Tenant/s agree to communicate solely with the Managing Agent in relation to the tenancy.

_____

Short-Term Letting Prohibited
The Tenant/s undertake not to assign or sublet the Premises, or any portion thereof, to a third party on a holiday or short-term basis, whether directly or through any agent or booking service.

_____

Smoking
The Tenant/s agree not to smoke inside the Premises and acknowledge they are responsible for any damage, cleaning, or deodorising required as a result of smoking beyond fair wear and tear.

_____

Pets
No pets are permitted in or upon the Premises unless specifically identified in Section 11 and/or the Pet Agreement of this Tenancy Agreement. Written consent from the Landlord, body corporate managers (if applicable), and/or Agent is required for any future request for a pet to reside at the Premises.

_____

Fixtures and Hooks
The Tenant/s agree not to install additional picture hooks or fixings of any type to walls or surfaces without prior written consent from the Landlord.

_____

Telecommunications Installations
Prior written agreement from the Landlord is required before any telecommunications devices are installed or fixed to the Premises, including but not limited to cable television, satellite equipment, or broadband infrastructure.

_____

Smoke Alarms
If any smoke alarm at the Premises appears not to be working for any reason, the Tenant/s must notify the Agent immediately. Where the Landlord has arranged an annual compliance inspection, the Tenant/s will allow access. The service contractor will provide advance notice of attendance unless alternative arrangements are made, and may use the Agent's keys to gain entry where permitted by law.

_____

Rent Payments
All future rent payments must be made using the payment method outlined in this Agreement. The relevant payment details can be found on page 3 of this Agreement. The Agent does not accept cash payments under any circumstances.

_____

Rent Arrears
If you experience any difficulty making your rent payments, we encourage you to contact the Agent as soon as possible so we can discuss available options and provide assistance where possible. If rent remains unpaid, action may need to be taken in accordance with the Residential Tenancies Act 1995 (SA).

_____

Maintenance Reporting
The Tenant/s must report all maintenance issues as soon as reasonably practicable using the nominated reporting method. The preferred method is via the Tapi QR code located inside the kitchen sink cupboard, which links to the online maintenance reporting system. If this method is unavailable, maintenance must be reported in writing to the Managing Agent.

_____

Periodic Inspections
Routine inspections will be conducted in accordance with the Act, with not less than 7 days and not more than 28 days' written notice. Photographs may be taken of maintenance items or issues requiring attention.

_____

End of Tenancy
At the end of the tenancy, the Tenant/s must return the Premises in a condition substantially similar to its condition at the commencement of the tenancy, fair wear and tear excepted. Professional cleaning is recommended where necessary to restore the Premises to the original standard.

_____

Mail Received at the Premises
The Tenant/s agree to promptly notify the Agent if any mail is received at the Premises that is not addressed to the Tenant/s, including but not limited to correspondence addressed to the Landlord, from SA Water, Council, RevenueSA, or other authorities relating to the Premises. Where practicable, the Tenant/s are requested to return such mail to the Property Management office or otherwise advise the Agent that the correspondence has been received.
The Tenant/s acknowledge that if such correspondence is received at the Premises and the Agent is not notified, the Landlord or Agent may not be considered to have reasonably received the correspondence at that time. This may cause a delay in the issuing or on-charging of any tenancy-related costs or charges in accordance with the Residential Tenancies Act 1995 (SA), and the Tenant/s agree that any such delay arising from non-notification will not invalidate those charges where they are otherwise permitted under the Act.

Signed by the tenant(s)

Tenant #1
Reshab Ram Kathirvel
the 10th of June 2026



Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Harris Real Estate - Kent Town. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Reshab Ram Kathirvel

Audit Trail

10 June 2026 01:28 PM	Residential Tenancy agreement is sent to Reshab Ram Kathirvel	119.18.46.20
10 June 2026 01:28 PM	The SA Residential Tenancy documents: Residential Tenancies Act 1995 (SA) Information Brochure (Residential-tenancies-Information-brochure.pdf), Section 48(1) Notice (section-48(1)-notice.pdf), Other (Harris Real Estate - CBS Tenant Information Guide.pdf) Other (Harris Real Estate - Maintenance Tips.pdf) Other (Harris Real Estate - Tapi Maintenance Guide.pdf) Strata by-laws (Schedule 3 - Articles of Strata Corporation.pdf) have been sent to Reshab Ram Kathirvel (reshabramkathirvel@gmail.com)	
10 June 2026 01:34 PM	Viewed by Reshab Ram Kathirvel	1.145.104.180
10 June 2026 04:08 PM	Viewed by Reshab Ram Kathirvel	1.145.104.180
10 June 2026 04:08 PM	Reshab Ram Kathirvel entered their location as Mascot, 2020	1.145.104.180
10 June 2026 04:11 PM	Reshab Ram Kathirvel read and agreed to the Disclosure of Sales	1.145.104.180
10 June 2026 04:11 PM	Reshab Ram Kathirvel read and agreed that the manuals may be provided separately	1.145.104.180
10 June 2026 04:12 PM	Reshab Ram Kathirvel read and agreed to Part B - General Conditions	1.145.104.180
10 June 2026 04:12 PM	Reshab Ram Kathirvel Initialled the bottom of each page	1.145.104.180
10 June 2026 04:13 PM	Reshab Ram Kathirvel read and agreed to the special conditions and terms	1.145.104.180
10 June 2026 04:14 PM	Reshab Ram Kathirvel read and agreed that the agent has provided the documents listed	1.145.104.180
10 June 2026 04:14 PM	Tenant Reshab Ram Kathirvel has confirmed their identity	1.145.104.180
10 June 2026 04:14 PM	Tenant Reshab Ram Kathirvel has signed Executed as an Agreement, Part B - General Conditions, Annexure – Special Conditions / Additional Terms	1.145.104.180
10 June 2026 04:14 PM	Reshab Ram Kathirvel has sent the agreement back to the agent	1.145.104.180
10 June 2026 04:14 PM	All signatures received, Contract is sent back to the agent	
10 June 2026 04:15 PM	Signed by agent Alannah Williams	119.18.46.20
10 June 2026 04:15 PM	Residential Tenancy agreement has been sent to: reshabramkathirvel@gmail.com, alannahw@harrisre.com.au, concierge-pm@harrisre.com.au	

Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

08/10/26

FORM 1 ADELAIDE PTY LTD
PO BOX 544
BLACKWOOD, SA, 5051

Dear Sir/Madam

RE: Community Corporation 42152 Inc.
12 FIFTH STREET, BOWDEN
ABN: 83320721410
Lot: 00007 Address known as: 8A FIFTH STREET, BOWDEN
OWNER: Ms G R Boyd

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 165 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $790.00 per quarter paid to 14/10/26. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $134.00 per quarter paid to 14/10/26. GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: $0.00 as at 08/10/2026. NEXT CONTRIBUTION IS DUE 15/10/2026
(See attached)

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

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

Known Extraordinary Expenses

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

** Individual Lot water consumption paid by Community Corporation 42152 Inc. **
** Common property water consumption paid by Community Corporation 42152 Inc. **

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

Special Levies

No special levies payable.

Financial Status of the Community Title

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$57,730.41CR
Sinking Fund	$123,479.58CR (for future projects)

Enclosures

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

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

Insurance Details

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

Records

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

To ensure we can continue to provide efficient service and maintain our professional standards, we ask that you contact us by email or telephone if you require an appointment to view these records. This allows us to make the necessary arrangements and ensure the records are available for your inspection.

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

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

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

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

Yours faithfully



Eric Breda
Body Corporate Manager
eric.breda@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 08/10/2026

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

_____ _____
First Name Surname

Purchaser 2:

_____ _____
First Name Surname

BUSINESS NAME (If Applicable)

_____ _____

TELEPHONE NUMBERS : MOBILE : _____
HOME: WORK: _____
_____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :
_____
_____

CORRESPONDENCE TO BE FORWARDED TO :
_____
_____

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an effort to reduce postage and photocopying charges.

BROKER:
Form 1 Adelaide Pty Ltd
PO BOX 544, BLACKWOOD

Community Corporation 42152 Inc.
12 FIFTH STREET, BOWDEN
Lot: 00007 Address known as: 8A FIFTH STREET, BOWDEN
OWNER: Ms G R Boyd

Eric Breda

COMMUNITY CORP.42152 INC
ABN: 83320721410
12 Fifth Street
BOWDEN SA 5007
Accounts enquiries: (08) 8291 2300
Accounts email: accounts.sa@whittles.com.au

Your account number
BOYD11

Date of issue
21 Sep 2026

Total amount payable
$924.00

New charges due for payment
15 Oct 2026

TAX INVOICE

Ms G R Boyd
C/- Harris Real Estate Kent Town
LEVEL 5 / 2 King William Street
KENT TOWN SA 5067

Property Address
8A Fifth Street
BOWDEN SA 5007

Unit number
7

Lot number
7

Details	Period	Amount	GST Incl	Total
Admin Fund Contributions Total levied for all units for this period: $47876.00	15/10/26 to 14/01/27	790.00	71.82	790.00
Sinking Fund Contributions Total levied for all units for this period: $8149.00	15/10/26 to 14/01/27	134.00	12.18	134.00
				924.00

TOTAL DUE IF PAID BY 15/10/26 (Includes GST of $84.00) $924.00

Interest will be charged on any overdue fees/charges at an annual rate of 15%

DEFT PAYMENT SYSTEMS

DEFT Reference Number
2726420260074

Date due
15 Oct 2026

Amount due
$924.00

Plan: 042152
Unit: 00007
Account: BOYD11

*496 272642026 0074

Registration is required for payments from cheque or savings accounts. Please register at www.deft.com.au.
Registration is not required for one-off credit card payments.

Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply.
BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

PAYMENT OPTIONS

Credit Card www.deft.com.au	Visit www.deft.com.au to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.
Direct Debit www.deft.com.au	Register at www.deft.com.au to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.
BPAY Biller code: 96503	Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.
Australia Post	Present this bill at any Post Office to make cheque or EFTPOS payments.

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.42152 INC
12 Fifth Street BOWDEN SA 5007
1 January 2025 to 31 December 2025
Printed 24/02/26 13:23

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	164,634.54	167,806.00	(3,171.46)	153,925.38
Interest-Contributions arrears	96.55	0.00	96.55	29.65
Special levy-Insurance renewal	223.64	0.00	223.64	7,771.83
Transfer-From Sinking fund	0.00	0.00	0.00	8,500.00
TOTAL FUND INCOME	**164,954.73**	**167,806.00**	**(2,851.27)**	**170,226.86**
FUND EXPENDITURE				
Air conditioning	1,560.00	2,200.00	640.00	370.00
Cleaning	29,356.94	38,650.00	9,293.06	29,485.24
Common property	357.00	6,500.00	6,143.00	7,567.74
Computer	897.50	890.00	(7.50)	846.00
Debt collection fees	320.00	0.00	(320.00)	440.00
Debt collection fees recovery	(280.00)	0.00	280.00	(400.00)
Electrical	260.00	1,000.00	740.00	0.00
Fire systems	4,225.85	8,000.00	3,774.15	5,193.45
Keys & Fobs	0.00	0.00	0.00	72.00
Legal fees	3,015.00	0.00	(3,015.00)	0.00
Lift	5,588.00	6,500.00	912.00	4,290.79
Management - Additional services fee	280.27	1,500.00	1,219.73	389.09
Management - Agreed Services	11,085.96	11,086.00	0.04	10,557.92
Management - Asset Maintenance Services	855.00	855.00	0.00	768.96
Management - Disbursement Fees	3,665.76	3,666.00	0.24	3,665.76
Owner recovery	(154.00)	0.00	154.00	(1,060.40)
Pest control	0.00	200.00	200.00	0.00
Plumbing	1,216.25	3,500.00	2,283.75	4,953.08
Primary Plan contribution	70,720.00	70,712.00	(8.00)	60,634.54
Rubbish	0.00	500.00	500.00	0.00
Security	2,744.46	3,500.00	755.54	2,240.60
Security doors	0.00	800.00	800.00	0.00
Taxation	1,400.00	1,425.00	25.00	1,150.00
Transfer	0.00	0.00	0.00	12,000.00
Utilities-Water	10,321.34	10,550.00	228.66	9,548.79
Venue hire	41.82	250.00	208.18	250.00
TOTAL FUND EXPENDITURE	**147,477.15**	**172,284.00**	**24,806.85**	**152,963.56**
FUND SURPLUS (DEFICIT)	**17,477.58**	**(4,478.00)**	**21,955.58**	**17,263.30**

Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.42152 INC
12 Fifth Street BOWDEN SA 5007
31 December 2025
Printed 24/02/26 13:23

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	30,601.15	13,337.85
Surplus/(Deficit) For Period	17,477.58	17,263.30
TOTAL FUNDS	**48,078.73**	**30,601.15**
ASSETS		
Cash at Bank (MBL)	50,006.59	44,566.59
Sundry Receivables	0.00	5,132.00
TOTAL ASSETS	**50,006.59**	**49,698.59**
LIABILITIES		
GST control account	1,927.86	442.44
Accrued Expenses	0.00	18,655.00
TOTAL LIABILITIES	**1,927.86**	**19,097.44**
NET ASSETS	**48,078.73**	**30,601.15**

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.42152 INC
12 Fifth Street BOWDEN SA 5007
1 January 2025 to 31 December 2025
Printed 24/02/26 13:23

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	27,613.70	28,750.00	(1,136.30)	29,380.84
Interest-External Accounts	1,833.78	0.00	1,833.78	405.62
TOTAL FUND INCOME	**29,447.48**	**28,750.00**	**697.48**	**29,786.46**
FUND EXPENDITURE				
Common property	0.00	0.00	0.00	3,890.00
Fire systems	0.00	0.00	0.00	3,527.82
Transfer	0.00	0.00	0.00	8,500.00
Water treatment plant	0.00	0.00	0.00	900.39
TOTAL FUND EXPENDITURE	**0.00**	**0.00**	**0.00**	**16,818.21**
FUND SURPLUS (DEFICIT)	**29,447.48**	**28,750.00**	**697.48**	**12,968.25**

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.42152 INC
12 Fifth Street BOWDEN SA 5007
31 December 2025
Printed 24/02/26 13:23

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	61,172.15	48,203.90
Surplus/(Deficit) For Period	29,447.48	12,968.25
TOTAL FUNDS	**90,619.63**	**61,172.15**
ASSETS		
Cash at Bank (MBL)	45,380.23	25,766.53
Investment Account 1	45,239.40	35,405.62
TOTAL ASSETS	**90,619.63**	**61,172.15**
LIABILITIES		
TOTAL LIABILITIES	**0.00**	**0.00**
NET ASSETS	**90,619.63**	**61,172.15**

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.42152 INC
12 Fifth Street BOWDEN SA 5007
31 December 2025
Printed 24/02/26 13:23

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	91,773.30	61,541.75
Surplus/(Deficit) For Period	46,925.06	30,231.55
TOTAL FUNDS	**138,698.36**	**91,773.30**
ASSETS		
Cash at Bank (MBL)	95,386.82	70,333.12
Sundry Receivables	0.00	5,132.00
Investment Account 1	45,239.40	35,405.62
TOTAL ASSETS	**140,626.22**	**110,870.74**
LIABILITIES		
GST control account	1,927.86	442.44
Accrued Expenses	0.00	18,655.00
TOTAL LIABILITIES	**1,927.86**	**19,097.44**
NET ASSETS	**138,698.36**	**91,773.30**

Investments

Investment	Fund	Bank	Bank Account	Maturity	Amount	Interest
1	Sinking	MBL	296894694	23/02/26	45,239.40	4.05%
Total Investments					**45,239.40**	

The following balances relate to amounts received or owing as at 31/12/2025

Receivables - Owner Arrears

Unit/Lot Details	Admin		Sinking		
	Contributions	Final notice fee	Contributions	Other	Total
00008	1,242.00	44.00	201.00	36.15	1,523.15
00602	3,475.00	44.00	667.00	411.50	4,597.50
Totals including GST (if applicable)	**4,717.00**	**88.00**	**868.00**	**447.65**	**6,120.65**

Debtors

Nil

Allocated Advance Payments

Unit/Lot Details	Admin	Sinking	Admin	
	Contributions	Contributions	Owner recovery	Total
00001	1,242.00	201.00		1,443.00
00002	1,232.00	200.00		1,432.00
00003	813.00	132.00		945.00
00005	1,242.00	201.00		1,443.00
00011	941.00	153.00		1,094.00
00201	976.00	158.00		1,134.00
00202	931.00	151.00		1,082.00
00208	951.00	154.00		1,105.00
00301	986.00	160.00		1,146.00
00302	941.00	153.00		1,094.00
00303	1,030.00	167.00		1,197.00
00304	1,030.00	167.00		1,197.00
00305	793.00	129.00		922.00
00307	1,059.00	172.00		1,231.00
00308	660.00			660.00
00402	951.00	154.00		1,105.00
00404	1,040.00	169.00	169.40	1,378.40
00406	1,069.00	173.00		1,242.00
00408	976.00	158.00		1,134.00
00506	976.00	158.00		1,134.00
00603	1,361.00			1,361.00

Allocated Advance Payments (continued)

Unit/Lot Details	Admin Contributions	Sinking Contributions	Admin Owner recovery	Total
Totals	**21,200.00**	**3,110.00**	**169.40**	**24,479.40**

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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

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

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 42152 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 42152 INC, which comprises the Statements of Assets and Liabilities as at 31 December 2025 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 42152 INC as at 31 December 2025, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

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

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

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 42152 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

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

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

Success Your Way

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

INDEPENDENT AUDITOR'S REPORT
TO THE MEMBERS OF COMMUNITY CORPORATION 42152 INC

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

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

Auditor's Responsibilities for the Audit of the Financial Report

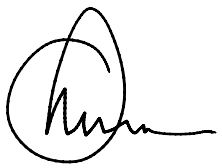
Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that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

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

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

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants



Clayton Lawrence
Director

Eastwood, South Australia
27 February 2026

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Success Your Way

Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

6 May 2026

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.42152 INC 12 Fifth Street, BOWDEN, SA, 5007.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Eric Breda
Body Corporate Manager

Better communities.
The Whittles way.

Minutes of the Annual General Meeting
COMMUNITY CORP.42152 INC

Meeting Date	Tuesday, 14 April 2026		
Meeting Location	19 On Green, 19 Green Street, Brompton, SA, 5007		
Time	06:00 PM		Closed: 07:15 PM
Lots Represented	00002	A C Doyle	Electronic vote
	00003	Mr B A R Mills	Owner present
	00004	Mr R & Mrs J L S Gardner	Owner present
	00006	S R MacRae & L MacRae	Electronic vote
	00010	C F Clay	Owner present
	00203	Mr R W Dunstan & Mrs B J Dunstan	Electronic vote
	00301	Dr A Birgden	Owner present
	00303	W R & F M Stuchbery	Electronic vote
	00304	Mr D A & Mrs M Lodge	Electronic vote
	00306	A J Beilby	Electronic vote
	00307	Z Liu	Electronic vote
	00401	S D Abel & L N Gregory	Electronic vote
	00403	D Ebtedai	Electronic vote
	00405	A Orazova	Electronic vote
	00406	Sandhill Enterprises Pty Ltd atf The MG Psarros Family Trust	Proxy present: M & C Psarros
	00407	Mr T Li	Electronic vote
	00501	Mr J S & Mrs J T Sturgess	Electronic vote
	00504	V T Sanderson	Owner present
	00505	Mr S B Linke	Electronic vote
	00506	Mr R C Pengelley	Electronic vote
	00507	Mr A M & Mrs R V Klee	Owner present
	00508	R J Thompson-Scott	Owner present
	00601	A Sy	Electronic vote
	00603	A C Kroehn	Owner present
	00604	Mr Y He	Electronic vote
Chairperson	Mr R Gardner presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Extraordinary General Meeting held on 15 MAY 2025 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 20	No: 0	Abs: 4	Inv: 1

Motion 3				
Acceptance of Statement of Accounts	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the audited Statement of Accounts for the financial year ending 31 DEC 2025, which have been circulated to all members, was accepted.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 1

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 JAN 2026 to 31 DEC 2026 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 23	No: 0	Abs: 1	Inv: 1

5 Election of Office Bearers and Committee

That in accordance with s76(1) & 90(1) of the Community Titles Act 1996, the meeting appointed the following Office Bearers and Committee Members.

Limitations Imposed
The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with s91 to 99 of the Community Titles Act 1996.

An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Motion 5.1				
Presiding Officer	**Ordinary Resolution**			
Mr R Gardner from Lot 4 was elected as Presiding Officer.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 1

Motion 5.2				
Secretary	**Ordinary Resolution**			
Ms L MacRae from Lot 6 was elected as Secretary.				
Motion CARRIED.				
Votes	Yes: 23	No: 0	Abs: 1	Inv: 1

Motion 5.3				
Treasurer	**Ordinary Resolution**			
Mr B Mills from Lot 3 was elected as Treasurer.				
Motion CARRIED.				
Votes	Yes: 23	No: 0	Abs: 1	Inv: 1

Motion 5.4				
Ordinary Member/s	**Ordinary Resolution**			
Mr A Klee from Lot 507 was elected to the committee.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 1

Motion 5.5				
Ordinary Member/s	**Ordinary Resolution**			
Ms A C Kroehn from Lot 603 was elected to the committee.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 1

Motion 5.6				
Ordinary Member/s	**Ordinary Resolution**			
Ms C Clay from Lot 10 was elected to the committee.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 1

Motion 5.7				
Ordinary Member/s	**Ordinary Resolution**			
Mr R Thompson-Scott from Lot 508 was elected to the committee.				
Motion CARRIED.				
Votes	Yes: 9	No: 0	Abs: 0	Inv: 0

Item 6		
Accredited Contractors (Advice)		

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

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

Item 8		
Utility Supplies Review (Advice)		
Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate. This advice is redundant for the Corporation as there is currently an embedded network		

Item 9		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.		

Motion 10				
Insurance Renewal	**Ordinary Resolution**			
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $167,930,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.				
Motion CARRIED.				
Votes	Yes: 23	No: 1	Abs: 0	Inv: 1

Item 11		
General Business		

Painting
R Gardner referred to the painting project, noting that it is currently on hold. It was confirmed that the project is intended to be completed in stages as funds and scheduling permit.

Window Cleaning
A Kroehn (Level 6) advised that some of her windows had not been cleaned during the recent window cleaning works. The Body Corporate Manager will follow up the matter with the contractor.

Housekeeping - Disposal of Unwanted Items
R Gardner raised concerns regarding individuals leaving unwanted items in the garbage room. Owners were reminded that hard rubbish items must not be left in common areas and that residents are responsible for arranging a hard rubbish collection through the relevant authority.

Foyer Lights
R Gardner raised concerns regarding the foyer lighting, noting that only two of the five lights are currently operational. The Management Committee will consider replacement options and arrange works as appropriate.

EV Charging
R Gardner raised the recent discussions regarding electric vehicle charging infrastructure. It was confirmed that the Primary Corporation will continue to investigate this project. Trickle charging options will also be discussed further at the upcoming meeting scheduled for the end of April.

Mobile Phone Connection
R Gardner raised the issue of extending mobile phone coverage into the basement car park. It was noted that most owners present expressed support for exploring this option further.
R Thompson-Scott suggested that an emergency button could also be used in each lift for use in emergency situations.

Welcome Pack
R Gardner advised that B Mills has prepared a welcome pack for residents. It was noted that the pack should be distributed to all owners and provided to incoming tenants. The document will also be uploaded to the owner portal and community app.

Waste Smell
V Sanderson raised concerns that there is at times a smell of garbage noticeable in the foyer area. It was agreed that a quotation be obtained from Pure-Air to investigate and potentially rectify the issue.

Rubbish Room Door Seal
It was noted that the door seal on the corridor side of the waste room door has become dislodged. I J Fry will attend to the repair.

Insurance Claims – Water Damage
R Gardner raised concerns regarding insurance excesses applicable to water damage claims, noting that the current excess is $10,000 and has been a matter of discussion recently.
A Kroehn asked whether the unit owner is required to pay the excess amount. E Breda explained that within the Primary Corporation, funds are budgeted for insurance excess payments, with costs shared collectively by all owners.

Motion 12				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are a decrease from the previous budget with quarterly contributions for the Corporation of $43,520.00 for the financial year ending 31 DEC 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 23	No: 0	Abs: 1	Inv: 1

Motion 13				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $7,410.00 for the financial year ending 31 DEC 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 23	No: 0	Abs: 1	Inv: 1

Motion 14				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $20,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 21	No: 1	Abs: 2	Inv: 1

Motion 15				
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 24	No: 0	Abs: 0	Inv: 1

Motion 16				
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.42152 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 24	No: 0	Abs: 0	Inv: 1

Item 17		
Next Meeting & Closure		
The next meeting to be held at a date and time to be advised.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET

COMMUNITY CORP.42152 INC
12 FIFTH STREET, BOWDEN

Year ending December 2026

ADMINISTRATION FUND

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
INCOME					
Contributions	*44,793.00*	*44,793.00*	*43,520.00*	*43,520.00*	***$176,626.00***
Arrears	*4,775.13*	*0.00*	*0.00*	*0.00*	***$4,775.13***
Advances	*-19,426.72*	*-0.00*	*-0.00*	*-0.00*	***-$19,426.72***
Transfer - From Sinking fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***30,141.41***	***44,793.00***	***43,520.00***	***43,520.00***	***$161,974.41***
EXPENDITURE					
Air conditioning	*500.00*	*500.00*	*500.00*	*500.00*	***$2,000.00***
Cleaning	*6,900.00*	*6,900.00*	*6,900.00*	*6,900.00*	***$27,600.00***
Cleaning - Windows	*4,600.00*	*0.00*	*0.00*	*5,000.00*	***$9,600.00***
Common property	*1,500.00*	*1,500.00*	*1,500.00*	*1,500.00*	***$6,000.00***
Computer - Communiti Link	*300.00*	*300.00*	*300.00*	*300.00*	***$1,200.00***
Electrical	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Fire systems	*2,000.00*	*2,000.00*	*2,000.00*	*2,000.00*	***$8,000.00***
Legal fees	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Lift	*1,675.00*	*1,675.00*	*1,675.00*	*1,675.00*	***$6,700.00***
Management - Additional services fee	*312.50*	*312.50*	*312.50*	*312.50*	***$1,250.00***
Management - Agreed Services	*2,910.00*	*2,910.00*	*2,910.00*	*2,910.00*	***$11,640.00***
Management - Asset Maintenance Services	*213.75*	*213.75*	*213.75*	*213.75*	***$855.00***
Management - Disbursement Fees	*728.50*	*728.50*	*728.50*	*728.50*	***$2,914.00***
Pest control	*50.00*	*50.00*	*50.00*	*50.00*	***$200.00***
Plumbing	*750.00*	*750.00*	*750.00*	*750.00*	***$3,000.00***
Primary Plan contribution	*18,002.00*	*18,002.00*	*17,600.00*	*17,600.00*	***$71,204.00***
Public Officer Fee	*150.00*	*0.00*	*0.00*	*0.00*	***$150.00***
Rubbish	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Security	*600.00*	*600.00*	*600.00*	*600.00*	***$2,400.00***
Security - Intercom	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Security doors	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
Taxation - Accountants fee	*0.00*	*0.00*	*275.00*	*0.00*	***$275.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Technology and System Fees	*188.00*	*188.00*	*188.00*	*188.00*	***$752.00***
Transfer - To Sinking fund	*20,000.00*	*0.00*	*0.00*	*0.00*	***$20,000.00***
Utilities - Water	*2,975.00*	*2,975.00*	*2,975.00*	*2,975.00*	***$11,900.00***
Venue hire	*50.00*	*0.00*	*0.00*	*0.00*	***$50.00***
Total	***65,479.75***	***40,679.75***	***40,552.75***	***45,277.75***	***$191,990.00***

SINKING FUND

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
INCOME					
Contributions	*7,260.00*	*7,260.00*	*7,410.00*	*7,410.00*	***$29,340.00***
Arrears	*789.09*	*0.00*	*0.00*	*0.00*	***$789.09***
Advances	*-2,827.27*	*-0.00*	*-0.00*	*-0.00*	***-$2,827.27***
Transfer - From Administration fund	*20,000.00*	*0.00*	*0.00*	*0.00*	***$20,000.00***
Total	***25,221.82***	***7,260.00***	***7,410.00***	***7,410.00***	***$47,301.82***
EXPENDITURE					
Common property	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***0.00***	***0.00***	***0.00***	***0.00***	***$0.00***

CASH FLOW SUMMARY

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
ADMINISTRATION FUND					
Opening Balance	*48,078.73*	*12,740.39*	*16,853.64*	*19,820.89*	***$48,078.73***
Add: Contributions	*44,793.00*	*44,793.00*	*43,520.00*	*43,520.00*	***$176,626.00***
Add: Transfer - From Sinking fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*4,775.13*	*0.00*	*0.00*	*0.00*	***$4,775.13***
Minus: Advances	*19,426.72*	*0.00*	*0.00*	*0.00*	***$19,426.72***
Minus: Expenditures	*65,479.75*	*40,679.75*	*40,552.75*	*45,277.75*	***$191,990.00***
CLOSING BALANCE	*12,740.39*	*16,853.64*	*19,820.89*	*18,063.14*	***$18,063.14***
SINKING FUND					
Opening Balance	*90,619.63*	*115,841.45*	*123,101.45*	*130,511.45*	***$90,619.63***
Add: Contributions	*7,260.00*	*7,260.00*	*7,410.00*	*7,410.00*	***$29,340.00***
Add: Transfer - From Administration fund	*20,000.00*	*0.00*	*0.00*	*0.00*	***$20,000.00***
Add: Arrears	*789.09*	*0.00*	*0.00*	*0.00*	***$789.09***
Minus: Advances	*2,827.27*	*0.00*	*0.00*	*0.00*	***$2,827.27***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*115,841.45*	*123,101.45*	*130,511.45*	*137,921.45*	***$137,921.45***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 47

	— Effective from 15/07/26 —			— Effective from 15/07/26 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
10	152	661.50	**$728**	152	112.63	**$124**
205	159	691.96	**$761**	159	117.81	**$130**
305	161	700.67	**$771**	161	119.30	**$131**
405	163	709.37	**$780**	163	120.78	**$133**
3, 7, 505	165	718.08	**$790**	165	122.26	**$134**
508	172	748.54	**$823**	172	127.45	**$140**
202	189	822.52	**$905**	189	140.04	**$154**
11, 302	191	831.23	**$914**	191	141.53	**$156**
208, 402	193	839.93	**$924**	193	143.01	**$157**
203, 204, 308, 502	196	852.99	**$938**	196	145.23	**$160**
201, 408, 506, 507	198	861.69	**$948**	198	146.71	**$161**
301	200	870.40	**$958**	200	148.20	**$163**
401	202	879.10	**$967**	202	149.68	**$165**
501	204	887.80	**$977**	204	151.16	**$166**
9, 303, 304	209	909.56	**$1,001**	209	154.86	**$170**
403, 404	211	918.27	**$1,010**	211	156.35	**$172**
206, 207, 503, 504	213	926.97	**$1,020**	213	157.83	**$174**
306, 307	215	935.68	**$1,029**	215	159.31	**$175**
406, 407	217	944.38	**$1,039**	217	160.79	**$177**
2	250	1,088.00	**$1,197**	250	185.25	**$204**
1, 5, 8	252	1,096.70	**$1,206**	252	186.73	**$205**
602	280	1,218.56	**$1,341**	280	207.48	**$228**
603	283	1,231.61	**$1,355**	283	209.70	**$231**
4, 6	298	1,296.89	**$1,427**	298	220.81	**$243**
601	302	1,314.30	**$1,446**	302	223.78	**$246**
604	327	1,423.10	**$1,566**	327	242.30	**$267**
QUARTERLY TOTAL		*$43,519.81*	***$47,876.00***		*$7,409.79*	***$8,149.00***

Whittles

Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

2 April 2026

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.41974 INC L300 Fourth Street, BOWDEN, SA, 5007.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Eric Breda
Body Corporate Manager

Whittles Better communities. The Whittles way.

Minutes of the Annual General Meeting
COMMUNITY CORP.41974 INC

Meeting Date	Thursday, 19 March 2026	
Meeting Location	Plant 3, 6/14 Fourth Street, BOWDEN, SA, 5007	
Time	06:04 PM	Closed: 07:30 PM
Lots Represented	00001 Community Corporation 41975 Inc — Proxy Present: Ms J Alvaro 00002 Community Corporation 42152 Inc — Proxy Present: Mr R Gardner 00003 Community Corporation 42153 Inc — Proxy Present: Mr M Wilson 00004 Community Corporation 42621 Inc — Proxy Present: Mrs N Fox 00005 Community Corporation 42440 Inc — Proxy Present: Mr I Caon	
Chairperson	Mrs N Fox presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.	
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd	
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.	

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

Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Extraordinary General Meeting held on 7 AUG 2025 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 4	No: 0	Abs: 1	Inv: 0

Motion 3				
Acceptance of Statement of Accounts	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the audited Statement of Accounts for the financial year ending 31 DEC 2025, which have been circulated to all members, was accepted. Mr R Gardner mentioned that the sinking fund is looking alot better balance-wise but there may possibly be EV charging and other large expenses in the near future which the corporation needs to be aware of.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 JAN 2026 to 31 DEC 2027 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Item 5		
Election of Office Bearers & Committee		

The Management Committee will be appointed at an Extraordinary General Meeting to be held after the Annual General Meetings of the Secondary Corporations

It will be resolved by the members present, the management committee will remain the same as previously, subject to any changes to the Presiding Officer position at the Tertiary AGM meetings.

Presiding Officer: CC 41975 Inc. represented by E Alvaro (J Alvaro acting temporarily)
Secretary: CC 42621 Inc. represented by Nuala Fox
Treasurer: CC 42440 Inc. represented by Ivan Caon
Committee Members: CC 42152 Inc. represented by Richard Gardner & CC 42153 Inc. represented by Michael Wilson.

Ms E Alvaro who wasn't present at the meeting will remain presiding officer; J Alvaro will act as proxy for the time being.

Mr R Gardner suggested that it would be beneficial that two owners from each secondary attend the Primary Corporation meetings to represent their specific corporation.

All members present agreed that this is a good idea.

Item 6		
Accredited Contractors (Advice)		

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

Item 7		
Annual Compliance Register (Advice)		

The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 8		
Utility Supplies Review (Advice)		
Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate. *Advice is redundant as the corporation is under an embedded network.*		

Item 9		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.		

Motion 10		
Insurance Renewal	**Ordinary Resolution**	
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $167,930,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises. Owners present mentioned that an insurance valuation may need to be performed, if one is conducted the insured amount may need to increase. $120k will be budgeted for the upcoming FY and all owners agreed that the corporations insured amount to be increased to an amount that is worth the $120k. Alternatively the corporation may increase their insured amount $25,000,000 or to the largest amount for the price of $126k.		
Motion CARRIED.		

Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Item 11		
General Business		

Buildtec Defect Remediation Timeline
Members agreed to begin applying pressure to Buildtec to address the defects that can be readily resolved – eg OG & OF western window water ingress; corrosion of electrical equipment in the car park that is water damaged. Once waterproofing is completed on OPW and OPE then apartments impacted by water ingress need to be remediated.

External Blind Assessment
It was noted that PFS has been unable to proceed with its investigation due to insufficient information. The memorandum prepared will be distributed to the Corporation to provide an update.
G. Belekas will contact both suppliers as a matter of urgency to request that the required specifications be provided to PFS.

MFS Call-Outs
It was noted that there were inconsistencies in the allocation of Metropolitan Fire Service (MFS) call-out invoices, with some being charged to the Primary Corporation and others not.
It was confirmed that all MFS call-outs relate to the complex fire system and should be charged to the Primary Corporation.
Resolution: The Body Corporate Manager is to contact the MFS to ensure all call-out invoices are directed to the Primary Corporation moving forward.

OPW Break-In
The Body Corporate Manager outlined the recent air conditioning theft incident at OPW.
It was confirmed that fobs associated with Unit 201 have been cancelled, with confirmation from the Corporation still required.
Action Items:
- The Body Corporate Manager to follow up with Eric Foust regarding actions implemented in response to the incident.
- A notice is to be issued to all owners reminding them of their security responsibilities.
- The insurance excess invoice is to be submitted to Enliven for payment.
- Both rooftop access doors (OPW/OPE) are to be followed up and secured.

Outdoor Furniture
R. Gardner noted that the common area furniture is worn and largely requires replacement.
A budget of up to $4,000 was proposed for new outdoor furniture to improve the common areas.
Resolution: Josie, Richard, and Nuala to review and approve the selection and expenditure.
Additional Action: A memo is to be issued to residents advising that personal furniture is no longer to be left in the courtyard.

EV Charging
M. Wilson raised the topic of EV charging and advised that quotes have been obtained for individual owner charging systems.
I. Caon noted that a broader, independent assessment of EV infrastructure may be required.
It was also noted that Dan Porter (Whittles) will assist with this matter.
Resolution: The Corporation will arrange a meeting with Dan Porter to present and explain available EV charging options.

Mobile Coverage in Carpark
M. Wilson raised concerns regarding poor mobile and internet coverage within the carpark and across parts of the complex. It was suggested that coverage extenders be installed to improve mobile phone connectivity, enhancing both safety and convenience for residents.
It was noted that the cost of implementation is relatively high. An initial estimate of approximately $30,000 was provided, with an additional $5,000 required for each additional carrier. A quote has been obtained from Austronics.
Outcome: It was agreed by the majority of members present that this upgrade is not required at this time; however, it may be reconsidered in the future if needed.

AED Defibrillator
I. Caon raised that a Work Order for an AED Defibrillator, which was to be issued approximately six months ago, has not yet been sent.
Action: The Body Corporate Manager is to follow up as a priority and arrange for the Work Order to be issued.

Motion 12				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are a decrease from the previous budget with quarterly contributions for the Corporation of $84,000.00 for the financial year ending 31 DEC 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values. Mr I Caon mentioned that the excess amount budgeted for and that the budgeted amount for excess, he believes that the amount should be increased $10k up to $25k				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 13				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are a decrease from the previous budget with quarterly contributions for the Corporation of $4,000.00 for the financial year ending 31 DEC 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values. Proxies present confirmed that the AED installation also needs to be added (around $3k) E Breda has agreed to change the insurance valuation cost in the SF to the defibrillator installation.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 14				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $120,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 15				
Audit of Annual Financial Statement	**Ordinary Resolution**			
It was resolved that in accordance with Part 13, Division 2 of the *Community Titles Act 1996*, the Body Corporate is obligated to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of $4,420.00.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 16				
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 17				
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.41974 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Item 18		
Next Meeting & Closure		
The next meeting to be held at a date and time to be advised.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET

COMMUNITY CORP.41974 INC
L300 FOURTH STREET, BOWDEN

Year ending December 2026

ADMINISTRATION FUND

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
INCOME					
Contributions	*85,000.00*	*85,000.00*	*84,000.00*	*84,000.00*	***$338,000.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***85,000.00***	***85,000.00***	***84,000.00***	***84,000.00***	***$338,000.00***
EXPENDITURE					
Air conditioning	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Auditor fee	*4,420.00*	*0.00*	*0.00*	*0.00*	***$4,420.00***
Caretaking	*8,300.00*	*8,300.00*	*8,300.00*	*8,300.00*	***$33,200.00***
Carpark - Cleaning	*825.00*	*825.00*	*825.00*	*825.00*	***$3,300.00***
Carpark - Ventilation	*525.00*	*525.00*	*525.00*	*525.00*	***$2,100.00***
Cleaning	*360.00*	*360.00*	*360.00*	*360.00*	***$1,440.00***
Common property	*2,250.00*	*2,250.00*	*2,250.00*	*2,250.00*	***$9,000.00***
Electrical	*750.00*	*750.00*	*750.00*	*750.00*	***$3,000.00***
Fire systems	*5,000.00*	*5,000.00*	*5,000.00*	*5,000.00*	***$20,000.00***
Garage	*350.00*	*350.00*	*350.00*	*350.00*	***$1,400.00***
Grounds	*2,375.00*	*2,375.00*	*2,375.00*	*2,375.00*	***$9,500.00***
Insurance - Excess	*6,250.00*	*6,250.00*	*6,250.00*	*6,250.00*	***$25,000.00***
Insurance - Renewal	*0.00*	*0.00*	*120,000.00*	*0.00*	***$120,000.00***
Legal fees	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Management - Additional services fee	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Management - Agreed Services	*375.00*	*375.00*	*375.00*	*375.00*	***$1,500.00***
Management - Asset Maintenance Services	*22.75*	*22.75*	*22.75*	*22.75*	***$91.00***
Management - Disbursement Fees	*77.50*	*77.50*	*77.50*	*77.50*	***$310.00***
Pest control	*212.50*	*212.50*	*212.50*	*212.50*	***$850.00***
Plumbing	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Public Officer Fee	*150.00*	*0.00*	*0.00*	*0.00*	***$150.00***
Rubbish	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Security	*1,187.50*	*1,187.50*	*1,187.50*	*1,187.50*	***$4,750.00***
Software and Data - Building communications system	*0.00*	*5,244.00*	*5,244.00*	*5,244.00*	***$15,732.00***
Taxation - Accountants fee	*0.00*	*0.00*	*0.00*	*250.00*	***$250.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Technology and System Fees	*20.00*	*20.00*	*20.00*	*20.00*	***$80.00***
Telephone	*800.00*	*800.00*	*800.00*	*800.00*	***$3,200.00***
Utilities - Electricity	*15,750.00*	*15,750.00*	*15,750.00*	*15,750.00*	***$63,000.00***
Utilities - Water	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Venue hire	*60.00*	*0.00*	*0.00*	*0.00*	***$60.00***
Total	***52,185.25***	***52,799.25***	***172,799.25***	***53,049.25***	***$330,833.00***

SINKING FUND

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
INCOME					
Contributions	*5,000.00*	*5,000.00*	*4,000.00*	*4,000.00*	***$18,000.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Contributions - Capital Fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***5,000.00***	***5,000.00***	***4,000.00***	***4,000.00***	***$18,000.00***
EXPENDITURE					
Common property	*0.00*	*3,000.00*	*0.00*	*0.00*	***$3,000.00***
Reports - Fire Safety Assessment	*0.00*	*10,000.00*	*0.00*	*0.00*	***$10,000.00***
Reports - Insurance valuation	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***0.00***	***13,000.00***	***0.00***	***0.00***	***$13,000.00***

CASH FLOW SUMMARY

	Jan-Mar 26	Apr-Jun 26	Jul-Sept 26	Oct-Dec 26	Annual Total
ADMINISTRATION FUND					
Opening Balance	*94,012.74*	*126,827.49*	*159,028.24*	*70,228.99*	***$94,012.74***
Add: Contributions	*85,000.00*	*85,000.00*	*84,000.00*	*84,000.00*	***$338,000.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*52,185.25*	*52,799.25*	*172,799.25*	*53,049.25*	***$330,833.00***
CLOSING BALANCE	*126,827.49*	*159,028.24*	*70,228.99*	*101,179.74*	***$101,179.74***
SINKING FUND					
Opening Balance	*114,757.66*	*119,757.66*	*111,757.66*	*115,757.66*	***$114,757.66***
Add: Contributions	*5,000.00*	*5,000.00*	*4,000.00*	*4,000.00*	***$18,000.00***
Add: Contributions - Capital Fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*0.00*	*13,000.00*	*0.00*	*0.00*	***$13,000.00***
CLOSING BALANCE	*119,757.66*	*111,757.66*	*115,757.66*	*119,757.66*	***$119,757.66***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 5

	— Effective from 15/07/26 —			— Effective from 15/07/26 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
1	1000	8,400.00	**$9,241**	1000	400.00	**$440**
2	2000	16,800.00	**$18,482**	2000	800.00	**$880**
3	3000	25,200.00	**$27,723**	3000	1,200.00	**$1,320**
4	3000	25,200.00	**$27,723**	3000	1,200.00	**$1,320**
5	1000	8,400.00	**$9,241**	1000	400.00	**$440**
QUARTERLY TOTAL		*$84,000.00*	***$92,410.00***		*$4,000.00*	***$4,400.00***

ACCOUNT NOTES

29000 - Common property Installation of AED

Whittles
Strata and Community Title Services

15 April 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.42152 INC 12 Fifth Street, BOWDEN, SA, 5007.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Eric Breda
Body Corporate Manager

Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.42152 INC

Meeting Date	Thursday, 03 April 2025		
Meeting Location	19 on Green, 19 Green Street, Brompton, SA, 5007		
Time	06:00 PM		Closed: 07:37 PM
Lots Represented	00003	Mr B A R Mills	Owner present
	00004	Mr R & Mrs J L S Gardner	Owner present
	00006	S R MacRae & L MacRae	Owner present
	00007	Ms G R Boyd	Proxy present: L Macrae
	00010	C F Clay	Proxy present: R Gardner
	00203	Mr R W Dunstan & Mrs B J Dunstan	Owner present
	00206	Mr L O Trento	Proxy present: Eric Breda - Whittles
	00301	Dr A Birgden	Electronic vote
	00303	W R & F M Stuchbery	Electronic vote
	00304	Mr D A & Mrs M Lodge	Electronic vote
	00306	A J Beilby	Electronic vote
	00307	Z Liu	Electronic vote
	00401	S D Abel & L N Gregory	Electronic vote
	00405	A Orazova	Owner present
	00406	Sandhill Enterprises Pty Ltd atf The MG Psarros Family Trust	Electronic vote
	00407	Mr T Li	Electronic vote
	00503	Ms C N Kolopelynk	Proxy present: R V Klee
	00505	Mr S B Linke	Electronic vote
	00506	Mr R C Pengelley	Electronic vote
	00507	Mr A M & Mrs R V Klee	Owner present
	00508	R J Thompson-Scott	Owner present
	00601	A Sy	Owner present
	00603	A C Kroehn	Owner present
	00604	Mr Y He	Electronic vote
Chairperson	R Gardner presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Annual General Meeting held on 27 MAR 2024 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 20	No: 0	Abs: 4	Inv: 0

Motion 3				
Acceptance of Statement of Accounts	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the audited Statement of Accounts for the financial year ending 31 DEC 2024, which have been circulated to all members, was accepted.				
Motion CARRIED.				
Votes	Yes: 23	No: 0	Abs: 1	Inv: 0

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 JAN 2025 to 31 DEC 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 0

5 Election of Office Bearers and Committee

Motion 5.1				
Presiding Officer	**Ordinary Resolution**			
Mr R Gardner from Lot 4 was nominated				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 0
Motion 5.2				
Secretary	**Ordinary Resolution**			
Ms L MacRae from Lot 6 was nominated				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 0
Motion 5.3				
Treasurer	**Ordinary Resolution**			
Mr B Mills from Lot 3 was nominated				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 0
Motion 5.4				
Ordinary Member/s	**Ordinary Resolution**			
Mr A Klee from Lot 507 was nominated				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 0
Motion 5.5				
Ordinary Member/s	**Ordinary Resolution**			
Ms A C Kroehn from Lot 603 was nominated				
Motion CARRIED.				
Votes	Yes: 21	No: 0	Abs: 3	Inv: 0

Motion 5.6				
Ordinary Member/s	**Ordinary Resolution**			
Ms C Clay from Lot 10 was nominated				
Motion CARRIED.				
Votes	Yes: 21	No: 0	Abs: 3	Inv: 0

Motion 5.7				
Ordinary Member/s	**Ordinary Resolution**			
Mr S Linke from Lot 505 was nominated				
Motion CARRIED.				
Votes	Yes: 20	No: 1	Abs: 3	Inv: 0

Item 6		
Accredited Contractors (Advice)		

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

Item 7		
Annual Compliance Register (Advice)		

The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 8		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.		

Motion 9		
Insurance Renewal	**Ordinary Resolution**	
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $167,930,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.		
Motion CARRIED.		

Votes	Yes: 21	No: 1	Abs: 2	Inv: 0

Item 10		
General Business		

Climat Air Conditioning Maintenance proposal
The Climat air conditioning servicing quote was discussed, all owners present declared an appetite for the servicing of all outside units and also units within each apartment. Frequency will be yearly and will be reviewed each year

Foyer Lights
2 x lights are out currently out in the foyer, currently an owner is looking to source these lights overseas which may be cheaper. The management committee to make a decision on this repair.

Discretionary Spending
R Gardner mentioned that the corporation has been tight with expense spending in the last financial year.

A Orazova mentioned that contributions are increasing every year and asked when contributions are going to level out. This to be discussed further in the budget.

Painting corridors
The body corporate manager mentioned that some of the corridor walls in the building do look a little bit messy, in regard to scuff marks and damages. All owners present agreed that it would be a good idea to get a painter to fix some of these damages and marks, a little bit every year to spread out the costs. The management committee to make a decision on whether it will proceed with this maintenance.

Window Cleaning for the building
The body corporate manager discussed window cleaning with the owners present. Most owners present agreed that the window cleaning needs to be done.

Refuse Room
Residents have been leaving personal items and hard rubbish in the refuse room recently. Owners present discussed that residents need more information on how things work in their building.

Emergency access to all floors
All owners present agreed that keypad access into the building and also in the lift so emergency services can access all levels is a good idea. The management committee to review this item and make a decision

Defence housing contact
The body Corporate Manager to contact defence housing regarding their new tenants and providing them a corporation info pack so they're aware how everything works.

Motion 11				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $44,793.00 for the financial year ending 31 DEC 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 18	No: 3	Abs: 3	Inv: 0

Motion 12				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $7,260.00 for the financial year ending 31 DEC 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 16	No: 3	Abs: 5	Inv: 0

Motion 13				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $20,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 0

Motion 14				
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 20	No: 1	Abs: 3	Inv: 0

Motion 15				
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.42152 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 22	No: 0	Abs: 2	Inv: 0

Item 16		
Next Meeting & Closure		
To be confirmed.		

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

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

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

BUDGET

COMMUNITY CORP.42152 INC
12 FIFTH STREET, BOWDEN

Year ending December 2025

ADMINISTRATION FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	*39,110.00*	*39,110.00*	*44,793.00*	*44,793.00*	***$167,806.00***
Arrears	*1,359.09*	*0.00*	*0.00*	*0.00*	***$1,359.09***
Advances	*-19,265.45*	*-0.00*	*-0.00*	*-0.00*	***-$19,265.45***
Transfer - From Sinking fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***21,203.64***	***39,110.00***	***44,793.00***	***44,793.00***	***$149,899.64***
EXPENDITURE					
Air conditioning	*550.00*	*550.00*	*550.00*	*550.00*	***$2,200.00***
Cleaning	*7,825.00*	*7,825.00*	*7,825.00*	*7,825.00*	***$31,300.00***
Cleaning - Windows	*0.00*	*7,350.00*	*0.00*	*0.00*	***$7,350.00***
Common property	*1,625.00*	*1,625.00*	*1,625.00*	*1,625.00*	***$6,500.00***
Computer - Communiti Link	*222.50*	*222.50*	*222.50*	*222.50*	***$890.00***
Electrical	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Fire systems	*2,000.00*	*2,000.00*	*2,000.00*	*2,000.00*	***$8,000.00***
Lift	*1,625.00*	*1,625.00*	*1,625.00*	*1,625.00*	***$6,500.00***
Management - Additional services fee	*375.00*	*375.00*	*375.00*	*375.00*	***$1,500.00***
Management - Agreed Services	*2,771.50*	*2,771.50*	*2,771.50*	*2,771.50*	***$11,086.00***
Management - Asset Maintenance Services	*213.75*	*213.75*	*213.75*	*213.75*	***$855.00***
Management - Disbursement Fees	*728.50*	*728.50*	*728.50*	*728.50*	***$2,914.00***
Pest control	*50.00*	*50.00*	*50.00*	*50.00*	***$200.00***
Plumbing	*875.00*	*875.00*	*875.00*	*875.00*	***$3,500.00***
Primary Plan contribution	*17,356.00*	*17,356.00*	*18,000.00*	*18,000.00*	***$70,712.00***
Public Officer Fee	*150.00*	*0.00*	*0.00*	*0.00*	***$150.00***
Rubbish	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Security	*625.00*	*625.00*	*625.00*	*625.00*	***$2,500.00***
Security - Intercom	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Security doors	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
Taxation - Accountants fee	*0.00*	*0.00*	*0.00*	*275.00*	***$275.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Technology and System Fees	*188.00*	*188.00*	*188.00*	*188.00*	***$752.00***
Utilities - Water	*2,637.50*	*2,637.50*	*2,637.50*	*2,637.50*	***$10,550.00***
Venue hire	*250.00*	*0.00*	*0.00*	*0.00*	***$250.00***
Total	***41,142.75***	***48,092.75***	***41,386.75***	***41,661.75***	***$172,284.00***

SINKING FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	*7,115.00*	*7,115.00*	*7,260.00*	*7,260.00*	***$28,750.00***
Arrears	*199.09*	*0.00*	*0.00*	*0.00*	***$199.09***
Advances	*-3,376.36*	*-0.00*	*-0.00*	*-0.00*	***-$3,376.36***
Total	***3,937.73***	***7,115.00***	***7,260.00***	***7,260.00***	***$25,572.73***
EXPENDITURE					
Common property	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Total	***0.00***	***0.00***	***0.00***	***0.00***	***$0.00***

CASH FLOW SUMMARY

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
ADMINISTRATION FUND					
Opening Balance	*30,601.15*	*10,662.04*	*1,679.29*	*5,085.54*	***$30,601.15***
Add: Contributions	*39,110.00*	*39,110.00*	*44,793.00*	*44,793.00*	***$167,806.00***
Add: Transfer - From Sinking fund	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*1,359.09*	*0.00*	*0.00*	*0.00*	***$1,359.09***
Minus: Advances	*19,265.45*	*0.00*	*0.00*	*0.00*	***$19,265.45***
Minus: Expenditures	*41,142.75*	*48,092.75*	*41,386.75*	*41,661.75*	***$172,284.00***
CLOSING BALANCE	*10,662.04*	*1,679.29*	*5,085.54*	*8,216.79*	***$8,216.79***
SINKING FUND					
Opening Balance	*61,172.15*	*65,109.88*	*72,224.88*	*79,484.88*	***$61,172.15***
Add: Contributions	*7,115.00*	*7,115.00*	*7,260.00*	*7,260.00*	***$28,750.00***
Add: Arrears	*199.09*	*0.00*	*0.00*	*0.00*	***$199.09***
Minus: Advances	*3,376.36*	*0.00*	*0.00*	*0.00*	***$3,376.36***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*65,109.88*	*72,224.88*	*79,484.88*	*86,744.88*	***$86,744.88***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 47

	— Effective from 15/07/25 —			— Effective from 15/07/25 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
10	152	680.85	**$749**	152	110.35	**$121**
205	159	712.20	**$783**	159	115.43	**$127**
305	161	721.16	**$793**	161	116.88	**$129**
405	163	730.12	**$803**	163	118.33	**$130**
3, 7, 505	165	739.08	**$813**	165	119.79	**$132**
508	172	770.43	**$848**	172	124.87	**$137**
202	189	846.58	**$931**	189	137.21	**$151**
11, 302	191	855.54	**$941**	191	138.66	**$153**
208, 402	193	864.50	**$951**	193	140.11	**$154**
203, 204, 308, 502	196	877.94	**$966**	196	142.29	**$157**
201, 408, 506, 507	198	886.90	**$976**	198	143.74	**$158**
301	200	895.86	**$986**	200	145.20	**$160**
401	202	904.81	**$995**	202	146.65	**$161**
501	204	913.77	**$1,005**	204	148.10	**$163**
9, 303, 304	209	936.17	**$1,030**	209	151.73	**$167**
403, 404	211	945.13	**$1,040**	211	153.18	**$169**
206, 207, 503, 504	213	954.09	**$1,050**	213	154.63	**$170**
306, 307	215	963.04	**$1,059**	215	156.09	**$172**
406, 407	217	972.00	**$1,069**	217	157.54	**$173**
2	250	1,119.82	**$1,232**	250	181.50	**$200**
1, 5, 8	252	1,128.78	**$1,242**	252	182.95	**$201**
602	280	1,254.20	**$1,380**	280	203.28	**$224**
603	283	1,267.64	**$1,395**	283	205.45	**$226**
4, 6	298	1,334.83	**$1,468**	298	216.34	**$238**
601	302	1,352.74	**$1,488**	302	219.25	**$241**
604	327	1,464.73	**$1,611**	327	237.40	**$261**
QUARTERLY TOTAL		*$44,792.80*	***$49,278.00***		*$7,259.79*	***$7,989.00***

Whittles
Strata and Community Title Services

9 April 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.41974 INC L300 Fourth Street, BOWDEN, SA, 5007.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation’s affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Eric Breda
Body Corporate Manager

Whittles
Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.41974 INC

Meeting Date	Thursday, 13 March 2025		
Meeting Location	19 on Green, 19 Green Street, BROMPTON, SA, 5007		
Time	05:50 PM	Closed: 07:09 PM	
Lots Represented	00001	Josie Alvaro representing Community Corporation 41975 Inc	Proxy present
	00002	Richard Gardner representing Community Corporation 42152 Inc	Proxy present
	00003	John Guy Community Corporation 42153 Inc	Electronic Vote - Proxy present: Eric Breda - Whittles
	00004	Susan Harman representing Community Corporation 42621 Inc	Proxy present
	00005	Ivan Caon representing Community Corporation 42440 Inc	Proxy present
Chairperson	R Gardner representing Community Corporation 42152 Inc presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Extraordinary General Meeting held on 6 JUN 2024 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 3				
Acceptance of Statement of Accounts	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5) (d) of the *Community Titles Act* 1996 (amended), the audited Statement of Accounts for the financial year ending 31 DEC 2024, which have been circulated to all members, was accepted. It was discussed that Savant has been invoiced another $40k but that has not been received as of yet. MFS callouts were also mentioned and the amount that has been collected from owners due to owner activity related to the MFS callouts				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager	**Ordinary Resolution**			
It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 JAN 2025 to 31 DEC 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Item 5		
Election of Office Bearers and Committee		

The Management Committee will be appointed at an Extraordinary General Meeting to be held after the Annual General Meetings of the Secondary Corporations

It will be resolved by the members present, the management committee will remain the same as previously, subject to any changes to the Presiding Officer position at the Secondary AGM meetings.

Presiding Officer: CC 41975 Inc. represented by Elizabeth Alvaro
Secretary: CC 42621 Inc. represented by Susan Harman
Treasurer: CC 42440 Inc. represented by Ivan Caon
Committee Members: CC 42152 Inc. represented by Richard Gardner & CC 42153 Inc. represented by John Guy

Ivan Caon, Susan Harmen and John Guy have communicated that they would not continue in the role of Presiding Officer of their respective Corporations, so therefore an EGM will be called after all the Secondary Corporation AGMs are completed to formalise the Management Committee of the Primary Corporation.

Item 6		
Accredited Contractors (Advice)		

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

Item 7		
Annual Compliance Register (Advice)		

The *Work Health and Safety Act 2012,* recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 8		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency is available for viewing at whittles.com.au through your owner portal.		

Motion 9		
Insurance Renewal	**Ordinary Resolution**	
It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of $167,930,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request. Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate. Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown. **Contents Insurance** The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.		
Motion CARRIED.		

Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Item 10		
General Business		

Embedded Electricity Network Update
It was discussed that Active have confirmed that some residents haven't opened up an account yet, no owner list will be distributed to Active at this point. Active to contact Whittles with details of the Apartments that have not opened an account with them.

Insurance Costs
Ivan Caon mentioned a point regarding the corporation's insurance premium payment and wanted reassurance that they are getting the best deal possible regarding insurance. The corporation would like a meeting to be organised with the MGA Insurance Broker prior to the next insurance renewal.

Regular Maintenance schedule
Solar - need to confirm if solar maintenance company is responsible for cleaning the solar panels
Gutters & Downpipes - quote to be obtained for annual gutter and downpipe cleaning as possible issues could arise.
Waterproofing membrane - membrane checking/maintenance to be performed before winter months (yearly) quotes to be obtained and each corporation to make the final decision for their building.

Foldable Bollards in carpark
Three Quotes to be obtained for foldable bollards installation in the carpark area then further discussion to be had regarding a blanket approval for everyone.

Apartment Numbers displayed on Carpark spaces
It was confirmed that there was no appetite of changing the carpark numbers in the underground carpark area.

Blinds Assessment
A reminder to be sent out to owners advising them that a moratorium has been put on all blind/awning installations.

Phantom blinds are pushing a new product that could fix this issue. A Fire Engineer is currently reviewing the information provided.

Courtyard Furniture
People are leaving furniture in the courtyard, notice to be sent out reminding everyone that this cannot occur and that if any owners want to leave furniture in the courtyard it needs to be approved by the Primary Corporation.

Carpark sign
J Alvaro raised an idea that a sign be created that all parks are assigned to an owner within the carpark

Motion 11				
Administrative Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget was approved and adopted. Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of $85,000.00 for the financial year ending 31 DEC 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values. **It was discussed that the below items were to be added to the Admin budget:** - Electrical test and tag - Thermal imaging - Storm water pump maintenance				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 12				
Sinking Fund Budget	**Ordinary Resolution**			
It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted. Contributions reflected in this budget are a decrease from the previous budget with quarterly contributions for the Corporation of $5,000.00 for the financial year ending 31 DEC 2025. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting. Contributions will be raised in accordance with Lot Entitlement Values.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 13				
Insufficient Funds Special Levy Authority	**Ordinary Resolution**			
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $130,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 14				
Audit of Annual Financial Statement	**Ordinary Resolution**			
It was resolved that in accordance with Part 13, Division 2 of the *Community Titles Act 1996*, the Body Corporate is obligated to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of $4,210.00.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 15				
Interest Charged on Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s114 (4) of the *Community Titles Act 1996*, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Motion 16				
Recovery of Overdue Contributions/Levies	**Ordinary Resolution**			
It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.41974 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a $44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Item 17		
Next Meeting & Closure		
To be advised at a later date.		

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

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

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

BUDGET

COMMUNITY CORP.41974 INC
L300 FOURTH STREET, BOWDEN

Year ending December 2025

ADMINISTRATION FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	*76,750.00*	*76,750.00*	*85,000.00*	*85,000.00*	***$323,500.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Total	***76,750.00***	***76,750.00***	***85,000.00***	***85,000.00***	***$323,500.00***
EXPENDITURE					
Auditor fee	*4,420.00*	*0.00*	*0.00*	*0.00*	***$4,420.00***
Caretaking	*8,175.00*	*8,175.00*	*8,175.00*	*8,175.00*	***$32,700.00***
Carpark - Cleaning	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Cleaning	*360.00*	*360.00*	*360.00*	*360.00*	***$1,440.00***
Common property	*2,500.00*	*2,500.00*	*2,500.00*	*2,500.00*	***$10,000.00***
Electrical	*500.00*	*500.00*	*500.00*	*500.00*	***$2,000.00***
Fire systems	*5,000.00*	*5,000.00*	*5,000.00*	*5,000.00*	***$20,000.00***
Garage	*350.00*	*350.00*	*350.00*	*350.00*	***$1,400.00***
Grounds	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Insurance - Excess	*2,500.00*	*2,500.00*	*2,500.00*	*2,500.00*	***$10,000.00***
Insurance - Renewal	*0.00*	*0.00*	*130,525.00*	*0.00*	***$130,525.00***
Legal fees	*3,320.00*	*0.00*	*0.00*	*0.00*	***$3,320.00***
Management - Additional services fee	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Management - Agreed Services	*326.50*	*326.50*	*326.50*	*326.50*	***$1,306.00***
Management - Asset Maintenance Services	*22.75*	*22.75*	*22.75*	*22.75*	***$91.00***
Management - Disbursement Fees	*77.50*	*77.50*	*77.50*	*77.50*	***$310.00***
Pest control	*212.50*	*212.50*	*212.50*	*212.50*	***$850.00***
Plumbing	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Public Officer Fee	*150.00*	*0.00*	*0.00*	*0.00*	***$150.00***
Rubbish	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Security	*1,125.00*	*1,125.00*	*1,125.00*	*1,125.00*	***$4,500.00***
Taxation - Accountants fee	*0.00*	*0.00*	*0.00*	*250.00*	***$250.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Technology and System Fees	*20.00*	*20.00*	*20.00*	*20.00*	***$80.00***
Telephone	*800.00*	*800.00*	*800.00*	*800.00*	***$3,200.00***
Utilities - Electricity	*20,000.00*	*20,000.00*	*20,000.00*	*20,000.00*	***$80,000.00***
Utilities - Water	*300.00*	*300.00*	*300.00*	*300.00*	***$1,200.00***
Venue hire	*250.00*	*0.00*	*0.00*	*0.00*	***$250.00***
Total	***53,534.25***	***45,394.25***	***175,919.25***	***45,644.25***	***$320,492.00***

SINKING FUND

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
INCOME					
Contributions	*10,300.00*	*10,300.00*	*5,000.00*	*5,000.00*	***$30,600.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Contributions - Capital Fund	*40,000.00*	*0.00*	*0.00*	*0.00*	***$40,000.00***
Total	***50,300.00***	***10,300.00***	***5,000.00***	***5,000.00***	***$70,600.00***
EXPENDITURE					
Common property	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Electrical	*0.00*	*0.00*	*6,500.00*	*0.00*	***$6,500.00***
Garage	*2,031.00*	*0.00*	*0.00*	*0.00*	***$2,031.00***
Plumbing	*3,700.00*	*0.00*	*0.00*	*0.00*	***$3,700.00***
Total	***6,981.00***	***1,250.00***	***7,750.00***	***1,250.00***	***$17,231.00***

CASH FLOW SUMMARY

	Jan-Mar 25	Apr-Jun 25	Jul-Sept 25	Oct-Dec 25	Annual Total
ADMINISTRATION FUND					
Opening Balance	*41,493.13*	*64,708.88*	*96,064.63*	*5,145.38*	***$41,493.13***
Add: Contributions	*76,750.00*	*76,750.00*	*85,000.00*	*85,000.00*	***$323,500.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*53,534.25*	*45,394.25*	*175,919.25*	*45,644.25*	***$320,492.00***
CLOSING BALANCE	*64,708.88*	*96,064.63*	*5,145.38*	*44,501.13*	***$44,501.13***
SINKING FUND					
Opening Balance	*49,475.66*	*92,794.66*	*101,844.66*	*99,094.66*	***$49,475.66***
Add: Contributions	*10,300.00*	*10,300.00*	*5,000.00*	*5,000.00*	***$30,600.00***
Add: Contributions - Capital Fund	*40,000.00*	*0.00*	*0.00*	*0.00*	***$40,000.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*6,981.00*	*1,250.00*	*7,750.00*	*1,250.00*	***$17,231.00***
CLOSING BALANCE	*92,794.66*	*101,844.66*	*99,094.66*	*102,844.66*	***$102,844.66***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 5

	— Effective from 15/07/25 —			— Effective from 15/07/25 —		
Lot Number	**LEV**	**ADMIN Fund**	**ADMIN Fund (incl. GST)**	**LEV**	**SINKING Fund**	**SINKING Fund (incl. GST)**
1	1000	8,500.00	**$9,351**	1000	500.00	**$550**
2	2000	17,000.00	**$18,702**	2000	1,000.00	**$1,100**
3	3000	25,500.00	**$28,053**	3000	1,500.00	**$1,650**
4	3000	25,500.00	**$28,053**	3000	1,500.00	**$1,650**
5	1000	8,500.00	**$9,351**	1000	500.00	**$550**
QUARTERLY TOTAL		*$85,000.00*	***$93,510.00***		*$5,000.00*	***$5,500.00***

ACCOUNT NOTES

35500 - Electrical — Thermal Imaging/Test & Tag
41000 - Garage — back up battery installed in carpark
60000 - Plumbing — Storm water pump replacement

Whittles Better communities. The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

19 August 2025

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Extraordinary General Meeting for COMMUNITY CORP.41974 INC L300 Fourth Street, BOWDEN, SA, 5007.

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

Yours faithfully
Eric Breda
Body Corporate Manager

Whittles Better communities. The Whittles way.

Minutes of the Extraordinary General Meeting
COMMUNITY CORP.41974 INC.

Meeting Date	Thursday, 07 August 2025		
Meeting Location	Whittles Management Services Dulwich Boardroom - 176 Fullarton Road Dulwich SA 5065 OR Via Whittles Management Video / Teleconference Facilities		
Time	04:30 PM		Closed: 05:45 PM
Lots Represented	00001	Community Corporation 41975 Inc.	Proxy Name: E Alvaro – Proxy
	00002	Community Corporation 42152 Inc.	Proxy Name: R Gardner – Proxy
	00003	Community Corporation 42153 Inc.	Proxy Name: M Wilson – Proxy
	00004	Community Corporation 42621 Inc.	Proxy Name: N Fox – Proxy
Chairperson	E Alvaro presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda representing Whittles Management Services Pty Ltd		
Apologies	I Caon representing CC 42440 Inc is an apology		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Extraordinary General Meeting held on 23 JUN 2025 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 4	No: 0	Abs: 0	Inv: 0

Election of Committee
The Management Committee for the Primary Corporation is to be appointed at this Extraordinary General Meeting that is being held after the Annual General Meetings of the Secondary Corporations It will be resolved by the members present, the management committee will remain the same as previously, subject to any changes to the Presiding Officer position at the Tertiary AGM meetings.
Election of Presiding Officer
E Alvaro representing Community Corporation 41975 Inc was elected as Presiding Officer.

Election of Secretary
N Fox representing Community Corporation 42621 Inc was elected as Secretary.

Election of Treasurer
M Wilson representing Community Corporation 42153 Inc was elected as Treasurer.

Election of Ordinary Member/s
R Gardner representing Community Corporation 42152 Inc and I Caon representing Community Corporation 42440 Inc were elected to the committee.

Item 4		
General Business		

Buildtec Update
CC 42153 Inc will issue moratorium legal proceedings against Build Tec to extend the warranty period for defects to be remediated.

R Gardner and E Breda to review engineer's building report to determine if a moratorium is required for CC 42152 Inc.

Test & Tag / Thermographic Testing
The insurance risk assessment required test & tag to be conducted annually so this will need top proceed.

E Breda to confirm with MGA Insurance Broker if Thermographic testing is required annually.

OPW and OPE Roof Notice
A CommunitiLink notice will be sent to residents to advise that access to the roof is prohibited until further notice due to ongoing waterproofing works.

This restriction is in place for safety reasons and to allow the works to be completed without interruption.

A notice will also be installed in Common areas.

Balcony Use
It was agreed that a notice would be sent to all residents to advise that balconies must not be used for clothes drying or for the storage of items.

Exit Lighting Quotes
The body corporate manager to confirm that Infront Electrical have been on site to compile their quote, rather than just based on the Trojan scope.

Extractor Fan in Carpark
Issues occurred after Climat had service the Fan – members asked when the service was conducted and what was done.

OP to confirm bearings do not need to be replaced as not mentioned in quote.

Blind/Awning Assessment
Data has been sent to PFS. Body Corporate Manager to provide update to the Committee.

EV Car Charging
Whittles to arrange for D Porter to provide some advice to the Corporation regarding EV charging options and the installation of power points for trickle charging.

Primary Corporation General Meeting Minutes
All Primary Corporation General Meeting Minutes to be loaded into the Owners portal of each individual secondary corporation, which will allow all owners access to the Primary Corporation meeting minutes.

Letterbox Relocation
General discussion on how some of the corporations were dealing with vandalism of their letterboxes.

OPW have requested stronger advising that the letterboxes are being monitored with CCTV.

Water Pressure
Some members have noticed a drop in water pressure recently – no action was requested.

Mobile Phone Coverage in Carpark
M Wilson is liaising with Austronics on options to improve mobile phone coverage in the carpark.

On Gibson Bike Cage
The Primary Corporation Management Committee agreed that the bike cage located under '*On Gibson'* will no longer be used for bike storage.

It was agreed that a Notice will be sent to residents advising those who currently have bikes stored in this cage are asked to relocate them too either:

- The bike cages in the car park, or
- The '*On the Lane'* bike cage.

Window Cleaning
The Body Corporate Manager (BCM) is to liaise directly with Sky High Access to obtain quotes for anchor point installation to assist with the window cleaning.

The BCM is to query why they have recommended anchor points for OG and OTL but not OPW and OPE.

Item 5
Closure
The meeting closed.

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

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

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Whittles
Strata and Community Title Services

26 May 2025

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Extraordinary General Meeting for COMMUNITY CORP.42152 INC 12 Fifth Street, BOWDEN, SA, 5007.

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

Yours faithfully
Eric Breda
Body Corporate Manager

Strata and Community Title Services

Minutes of the Extraordinary General Meeting
COMMUNITY CORP.42152 INC

Meeting Date	Thursday, 15 May 2025		
Meeting Location	Whittles Management Services, Enterprise Boardroom, 176 Fullarton Road, Dulwich, SA, 5065		
Time	04:00 PM		Closed: 04:30 PM
Lots Represented	00001	A Deepak	Electronic vote
	00003	Mr B A R Mills	Electronic vote
	00004	Mr R & Mrs J L S Gardner	Electronic vote
	00006	S R MacRae & L MacRae	Electronic vote
	00203	Mr R W Dunstan & Mrs B J Dunstan	Paper vote
	00204	Mr C A Barnes	Electronic vote
	00205	B R Crawford	Electronic vote
	00303	W R & F M Stuchbery	Electronic vote
	00304	Mr D A & Mrs M Lodge	Electronic vote
	00307	Z Liu	Electronic vote
	00308	A J Drew	Electronic vote
	00401	S D Abel & L N Gregory	Electronic vote
	00405	A Orazova	Electronic vote
	00406	Sandhill Enterprises Pty Ltd	Electronic vote
	00407	Mr T Li	Electronic vote
	00408	J A Travis	Electronic vote
	00501	Mr J S & Mrs J T Sturgess	Electronic vote
	00503	Ms C N Kolopelynk	Electronic vote
	00505	Mr S B Linke	Electronic vote
	00507	Mr A M & Mrs R V Klee	Electronic vote
	00508	R J Thompson-Scott	Electronic vote
	00601	A Sy	Electronic vote
	00603	A C Kroehn	Electronic vote
Chairperson	The Presiding Officer wasn't present to preside over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd Peter Pannach from On Park West was also present.		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Annual General Meeting held on 3 APR 2025 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 19	No: 0	Abs: 4	Inv: 0

Motion 3				
Approval to install a clear Glass Balustrade at Unit 804 - On the Park West	**Special Resolution**			
THAT the Body Corporate authorises the Owner of Unit 804 in On the Park West to install new glass balustrade on the level 8 apartment balcony as per the design prepared by Hosking Willis Architects and the technical specifications submitted to the strata manager, in accordance with the **written application attached**, subject to the following conditions; The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the Balustrade will be borne by the Owner of that Unit and/or their successors. The installation will adhere to all relevant planning and Building Code Australia (BCA) codes and relevant safety regulations. The associated costs will be covered by the owners of Apartment 804. This motion has been approved by the On the Park West corporation at their AGM and is now subject to Primary Corporation approval. Your vote is required to direct your Primary corporation representative on how to vote at a Primary corporation Extraordinary General meeting on this matter.				
Motion CARRIED.				
Votes	Yes: 17	No: 4	Abs: 2	Inv: 0

Item 4		
Meeting Closure		

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

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

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Whittles
Strata and Community Title Services

26 May 2025

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Extraordinary General Meeting for COMMUNITY CORP.41974 INC L300 Fourth Street, BOWDEN, SA, 5007.

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

Yours faithfully
Eric Breda
Body Corporate Manager

Whittles
Strata and Community Title Services

Minutes of the Extraordinary General Meeting
COMMUNITY CORP.41974 INC

Meeting Date	Thursday, 15 May 2025		
Meeting Location	Whittles Management Services, Enterprise Boardroom, 176 Fullarton Road, Dulwich, SA, 5065		
Time	04:30 PM		Closed: 04:46 PM
Lots Represented	00001	Elizabeth Alvaro Community Corporation 41975 Inc	Electronic vote
	00002	Richard Gardner Community Corporation 42152 Inc	Proxy present: Eric Breda - Whittles
	00003	Michael Wilson representing Community Corporation 42153 Inc	Proxy present (pre-voted)
	00004	Nuala Fox representing Community Corporation 42621 Inc	Proxy present
	00005	Peter Acton Community Corporation 42440 Inc	Proxy present: Eric Breda - Whittles
Chairperson	The Presiding Officer wasn't present to preside over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	**Ordinary Resolution**			
It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act* 1996, the minutes of the Annual General Meeting held on 13 MAR 2025 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 4	No: 0	Abs: 1	Inv: 0

Motion 3				
Approval to install a clear Glass Balustrade at Unit 804 - On the Park West	**Special Resolution**			
THAT the Body Corporate authorises the Owner of Unit 804 in On the Park West to install new glass balustrade on the level 8 apartment balcony as per the design prepared by Hosking Willis Architects and the technical specifications submitted to the strata manager, in accordance with the **written application attached**, subject to the following conditions; The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the Balustrade will be borne by the Owner of that Unit and/or their successors. The installation will adhere to all relevant planning and Building Code Australia (BCA) codes and relevant safety regulations. The associated costs will be covered by the owners of Apartment 804. Members will vote as per the results of their individual corporation's EGM's. The Body corporate manager to follow up with the corporation's insurance company to see if this install will affect the corporations insurance premium. N Fox had a question regarding the install of the Balustrade and if it isn't installed properly and falls and causes further damage, would the corporation or the owner be responsible for the insurance claim and/or who would be responsible for paying for the damage				
Motion CARRIED. **Prior to installation the owner of APT 804 OPW is to provide Engineering report to Primary Corporation Management Committee for sign off.**				
Votes	Yes: 5	No: 0	Abs: 0	Inv: 0

Item 4		
Meeting Closure		

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

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

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Community Corporation 42152 Inc.
At 12 FIFTH STREET, BOWDEN
The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.
The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolutions
28/08/20 IGM	**19. Owner of Apt 6.01 of On the Fifth seeks approval to keep two dogs in the Apartment (Ordinary Resolution)** The Body Corporate authorises the Owner of Apartment 6.01 to keep two dogs in the Apartment, subject to the following conditions; The owners have two Italian Greyhounds, which weigh around 5kg each and are their beloved lapdogs. They understand that housing pets is always subject to them not being nuisance animals. The owners claim the dogs are well trained and have every confidence there will be no complaints. The animals must be properly restrained whilst on common property; The animal must be prevented from causing a nuisance, particularly by noise or fouling; This consent and approval shall apply to these animals only and shall be revoked upon the death or removal of one of the animals. **MOTION CARRIED**
14/12/20 EGM	No Resolutions Recorded
24/03/21 AGM	No Resolutions Recorded
20.05.2021 (EGM)	On Fifth Approval for Owners to Install Outdoor Blinds (Special Resolution) The Corporation authorises all Lot Holders, if they wish, to install outdoor blinds / awnings on balconies that meet the following specifications; - Install a motorised screen, powdered coated in Dulux Monument with E-screen 65 or 105 material as per attachments - Includes single channel remote and smart-stop feature - The Housing Assembly will mount in front of the bulkhead, facing outwards, with the tracks running down the walls This power source must be within the Owner's apartment and any conduit required must not be placed on the outside of the building (continue next page....)

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.
The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolutions
20.5.2021 (EGM)	continue from previous page..... Or - Install a manual screen, powder coated in Dulux Monument with E-screen 65 or 105 material as per attachments - The Housing Assembly will mount in front of the bulkhead, facing outwards, with the tracks running down the walls - The manual screen winder/movement apparatus must not be visible on the outside of the building Other specifications may be considered by the Management Committee, although all blinds must be of a similar colour and appearance. All costs of blinds and installation must be paid by the Owner, including rectifying any damage to common property on installation. *The Corporation must be notified 14 days prior to the installation date.* **YES 10 / NO 0/ ABSTAIN 13** **MOTION CARRIED**
6.10.2021 MCM	<u>Unit 203 Balcony Blind approval</u> The MCM approved the installation of a balcony blind 4950 width and 1780 drop Charcoal in colour, Zip track + zip hood
05.08.2022_(MCM)	<u>Apt 302 - Approval Granted to have two (2) Cats</u> The Management Committee have granted approval for Apt 302 to have two (2) cats.
14.03.2023(AGM)	No Resolutions Recorded
27/03/2024 (AGM)	No Resolutions Recorded
03/04/25	No Resolutions Recorded
15/05/25 EGM	**Approval to install a clear Glass Balustrade at Unit 804 - On the Park West (Special Resolution)** THAT the Body Corporate authorises the Owner of Unit 804 in On the Park West to install new glass balustrade on the level 8 apartment balcony as per the design prepared by Hosking Willis Architects and the technical specifications submitted to the strata manager, in accordance with the **written application attached**, subject to the following conditions; The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the installation; The Owner must obtain the consent of the Local Authority or any other Authority

	having jurisdiction in respect of the matter, if required; The Owner must maintain the improvement made under this authority in good condition; All costs associated with the installation/removal and maintenance of the Balustrade will be borne by the Owner of that Unit and/or their successors. The installation will adhere to all relevant planning and Building Code Australia (BCA) codes and relevant safety regulations. The associated costs will be covered by the owners of Apartment 804. This motion has been approved by the On the Park West corporation at their AGM and is now subject to Primary Corporation approval. Your vote is required to direct your Primary corporation representative on how to vote at a Primary corporation Extraordinary General meeting on this matter.
14/04/26	No Resolutions Recorded

PURPOSE:	SECONDARY COMMUNITY STRATA	AREA NAME:	BOWDEN	APPROVED: 02/07/2020	C42152
MAP REF:	6628/41/D	COUNCIL:	CITY OF CHARLES STURT	DEPOSITED: 06/08/2020	SHEET 1 OF 13
LAST PLAN:	C41974	DEVELOPMENT NO:	252/C069/20/001/59102		70435_text_01_v04_Version_4

AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD
1ST FLOOR 11 KING WILLIAM ST
KENT TOWN SA 5067
PH: 81301666
FAX: 83620099

AGENT CODE: ALSY

REFERENCE: A026515COMS2(C)

SURVEYORS CERTIFICATION: I Mark Antony Peter Williams , 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
2nd day of July 2020 Mark Antony Peter Williams Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6232	140		LOT(S)	2	C	41974	YATALA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: PRIMARY PLAN IN C41974

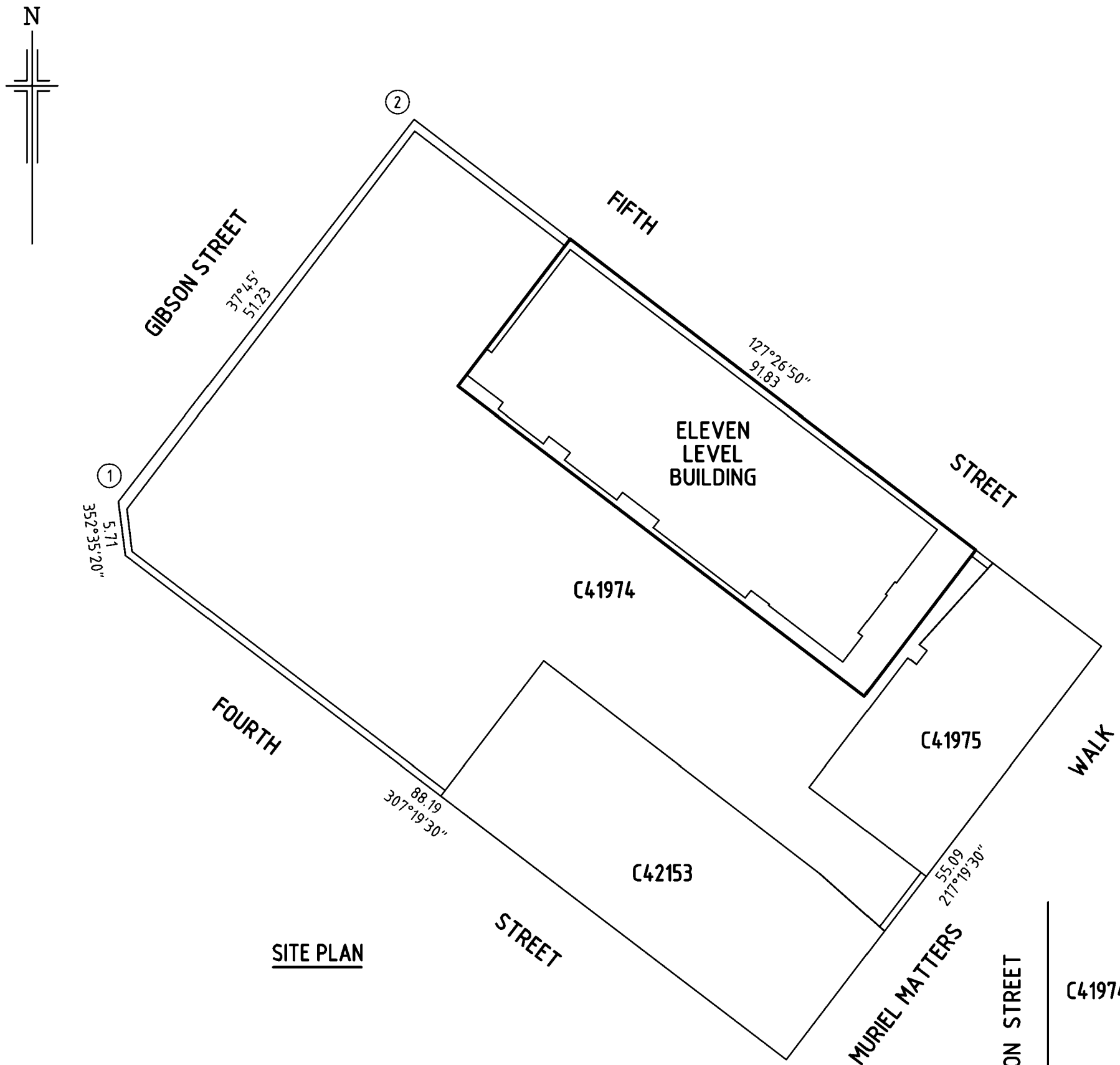
C42152

SHEET 2 OF 13

70435_pland_1_V02_Version_4

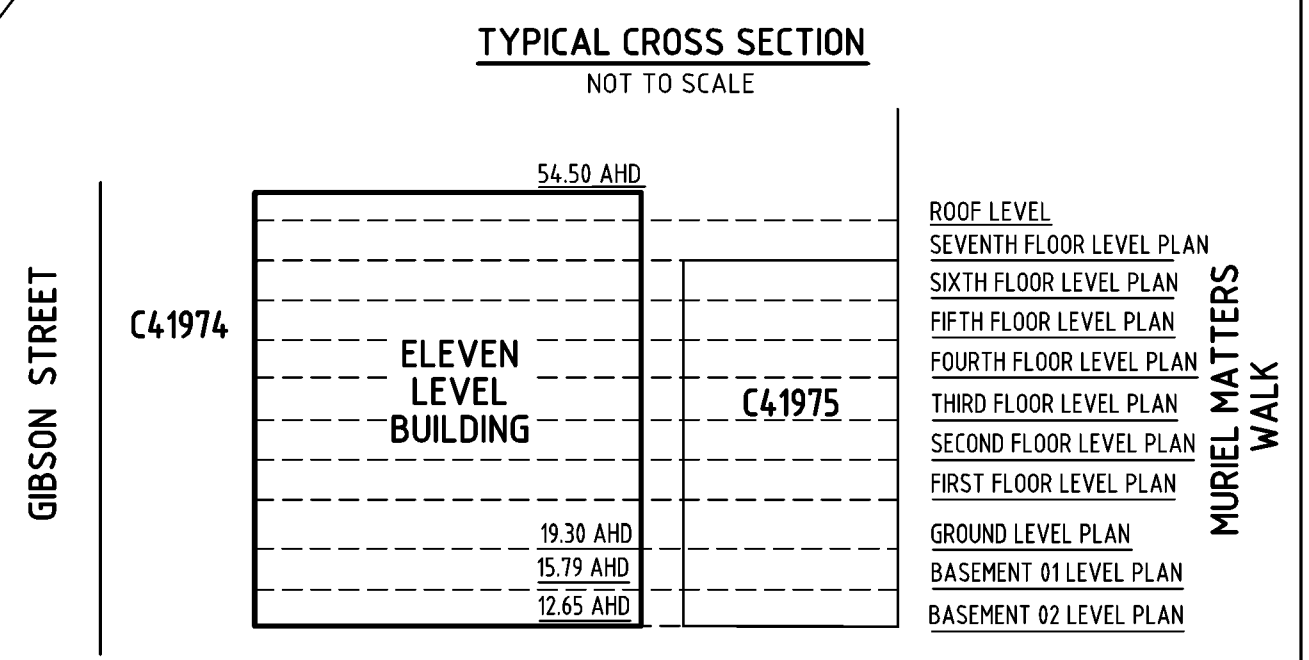
BEARING DATUM: (1) - (2) 37°45'
DERIVATION: D110155 ADOPTED

0 5 10 15 20 25
SCALE METRES



SITE PLAN

TYPICAL CROSS SECTION
NOT TO SCALE



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Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK ARE EXISTING FLOOR LEVEL SLAB AND 2.40 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.40 METRES.

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS STORE ARE EXISTING FLOOR LEVEL SLAB AND 1.90 METRES ABOVE SAME RESPECTIVELY.

THE BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS STORE ARE CAGE WALL.

BASEMENT 02 LEVEL PLAN

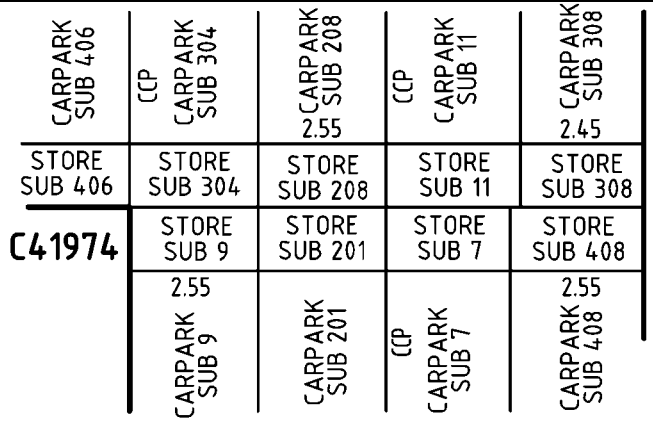
0 3 6 9 12 15
SCALE METRES

LEGEND	
▨	DENOTES COLUMN
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMNS AND PRODUCTION

C42152

SHEET 3 OF 13

70435_pland_2_V02_Version_4



ENLARGEMENT C3

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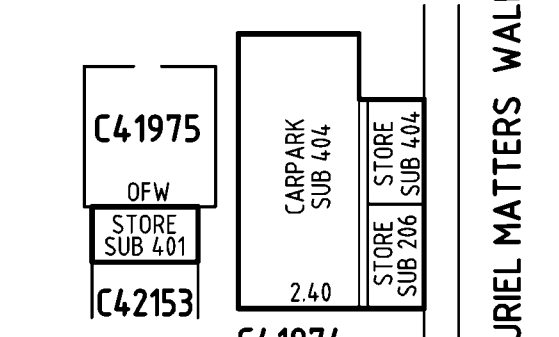
SCALE METRES



ENLARGEMENT B3

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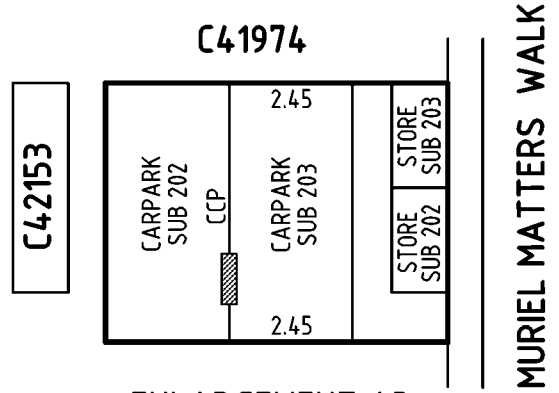
SCALE METRES



ENLARGEMENT A3

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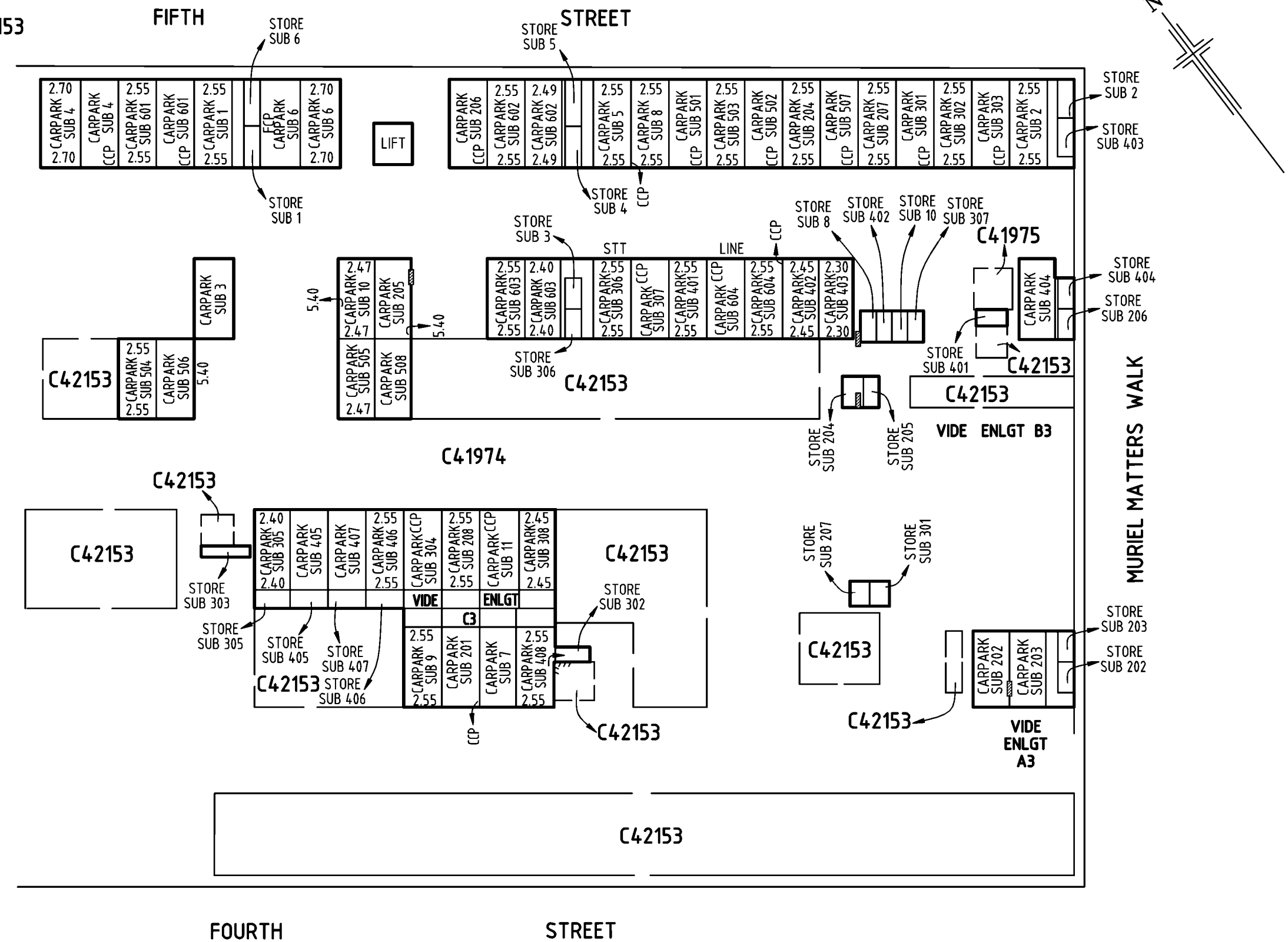
SCALE METRES



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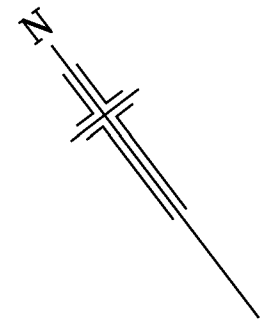
REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

BASEMENT 01 LEVEL PLAN



C42152

SHEET 4 OF 13

70435_pland_3_V02_Version_4

0 3 6 9 12 15
SCALE METRES

FIFTH STREET

GIBSON STREET

MURIEL MATTERS WALK

FOURTH STREET

LIFT

C41975
C41975
C41975
C41975
C41975
C41975
C42153
C42153
C42153
C42153
C42153
C41974
C42153
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C41975
C42153

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES

A/C DENOTES AIRCONDITIONER

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS PATIO IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE PATIO UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS PATIO ARE WALL

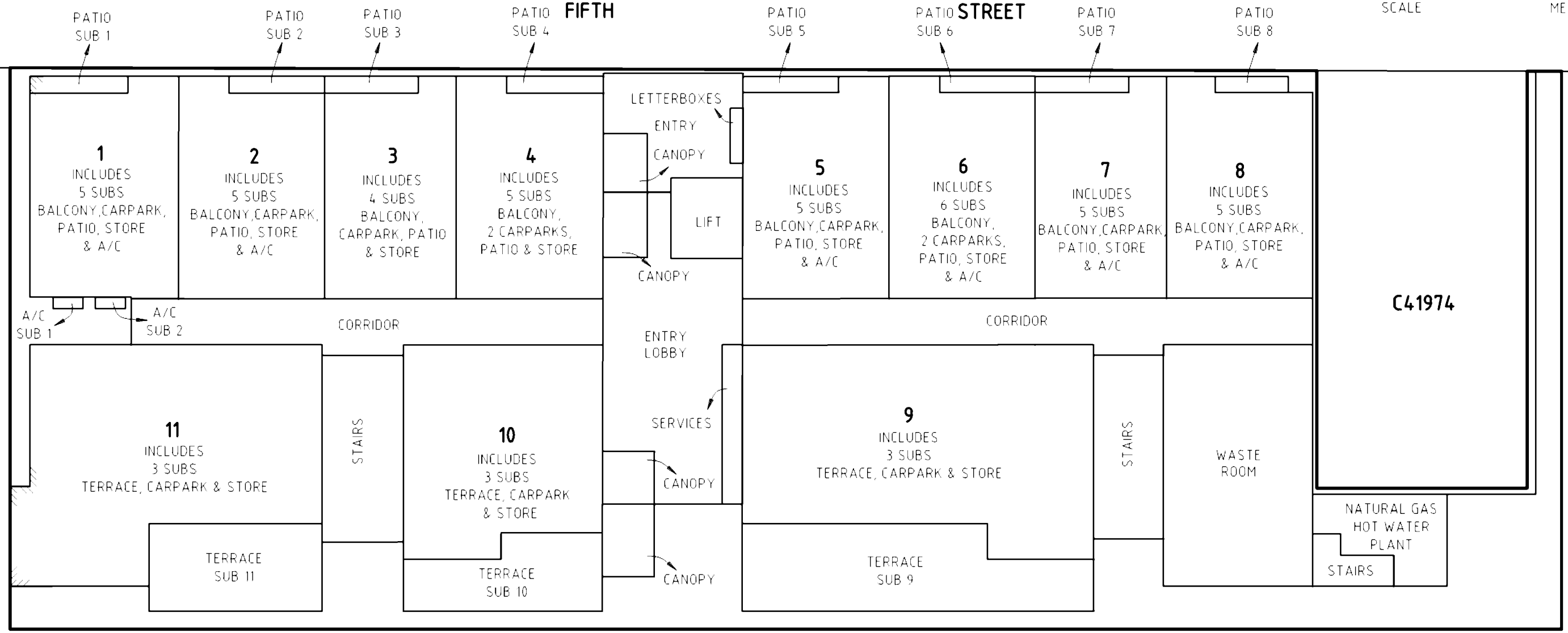
C42152

SHEET 5 OF 13

70435_pland_4_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES



C41974

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

GROUND FLOOR LEVEL PLAN

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

A/C DENOTES AIRCONDITIONER

C42152

SHEET 6 OF 13

70435_pland_5_V01_Version_4

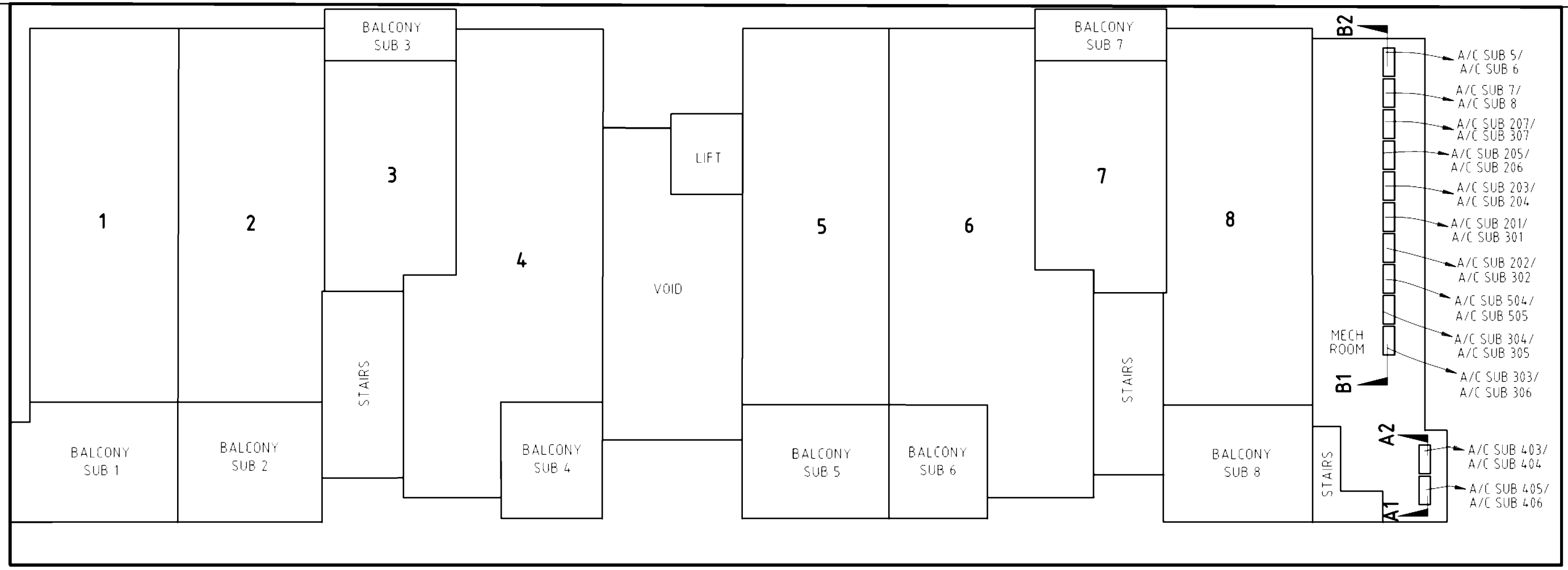
FIRST FLOOR LEVEL PLAN

N

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



FIRST FLOOR SLAB CEILING

A/C SUB 405 | A/C SUB 403

A/C SUB 406 | A/C SUB 404

UPPER SURFACE FIRST FLOOR SLAB

CROSS SECTION A1 - A2

NOT TO SCALE

C41974

FIRST FLOOR SLAB CEILING

A/C SUB 303	A/C SUB 304	A/C SUB 504	A/C SUB 202	A/C SUB 201	A/C SUB 203	A/C SUB 205	A/C SUB 207	A/C SUB 7	A/C SUB 5
A/C SUB 306	A/C SUB 305	A/C SUB 505	A/C SUB 302	A/C SUB 301	A/C SUB 204	A/C SUB 206	A/C SUB 307	A/C SUB 8	A/C SUB 6

UPPER SURFACE FIRST FLOOR SLAB

CROSS SECTION B1 - B2

NOT TO SCALE

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

A/C DENOTES AIRCONDITIONER

C42152

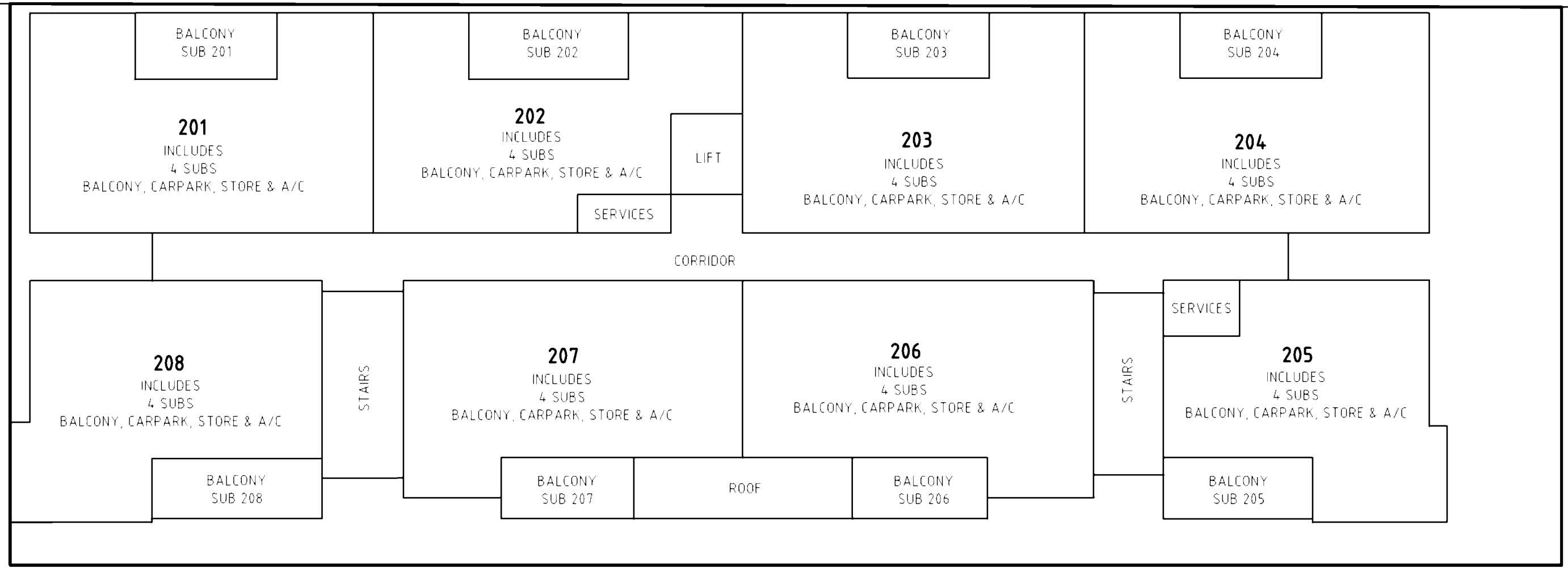
SHEET 7 OF 13

70435_pland_6_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



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SECOND FLOOR LEVEL PLAN

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES

A/C DENOTES AIRCONDITIONER

C42152

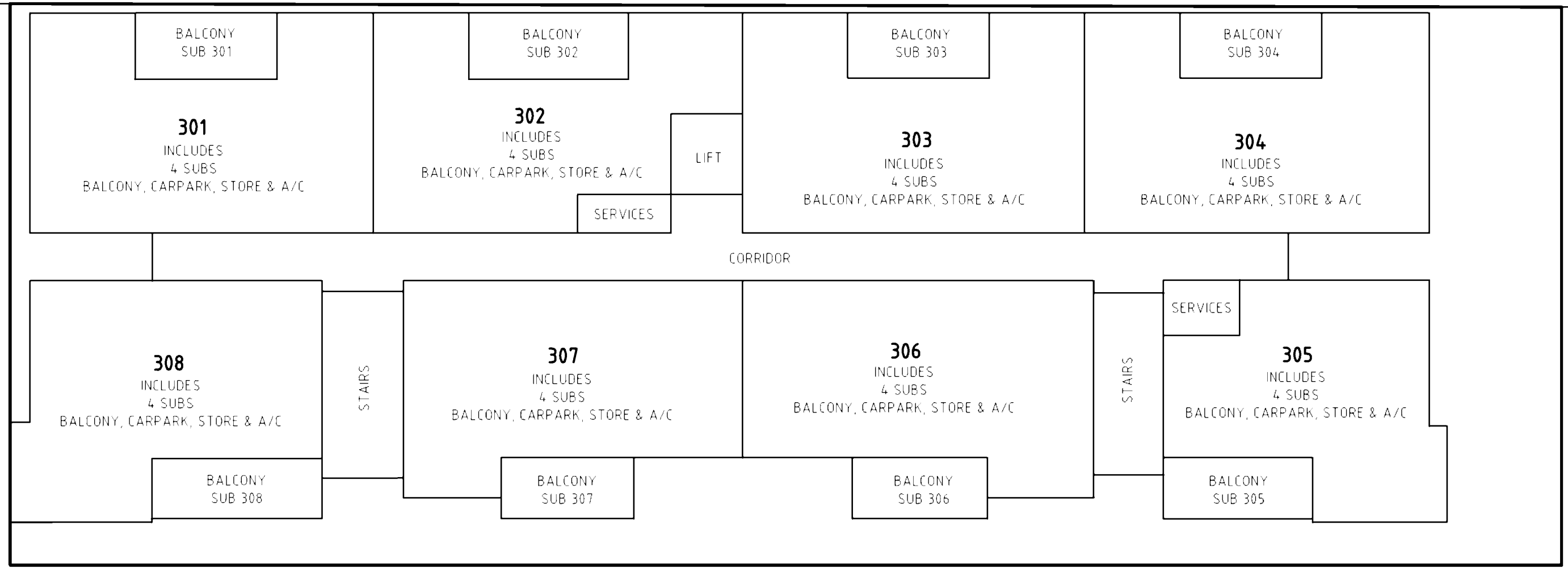
SHEET 8 OF 13

70435_pland_7_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THIRD FLOOR LEVEL PLAN

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

A/C DENOTES AIRCONDITIONER

C42152

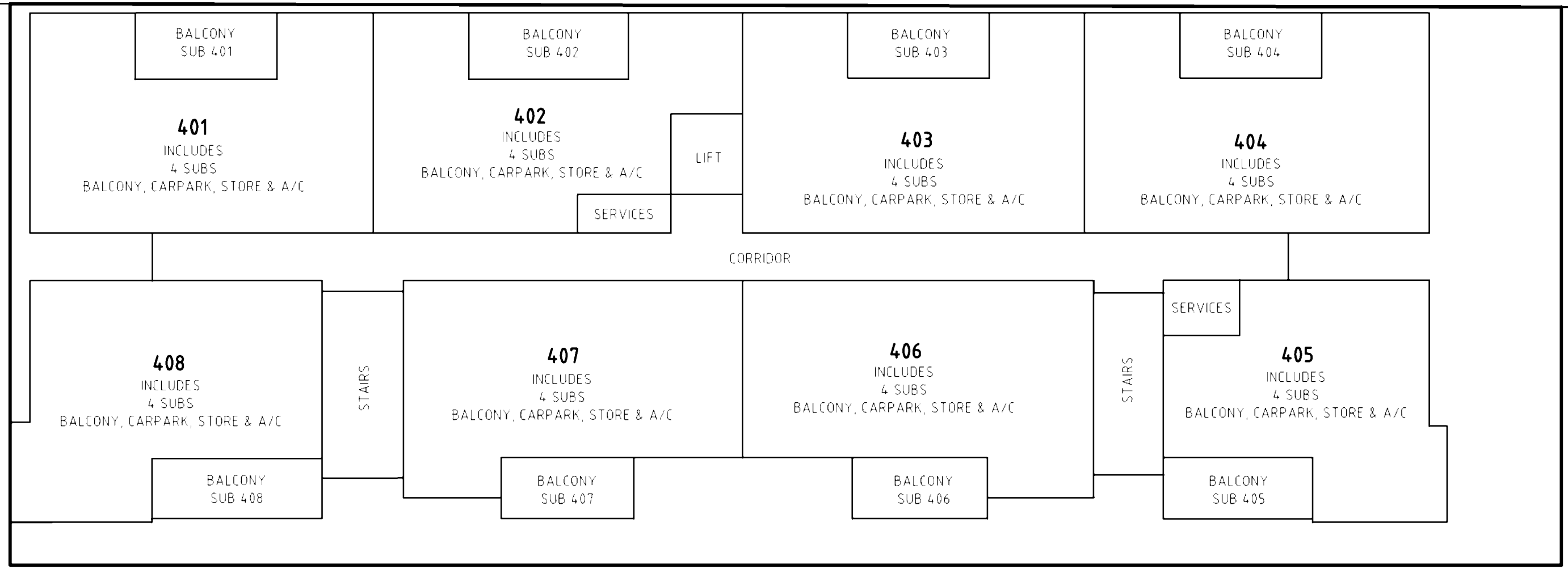
SHEET 9 OF 13

70435_pland_8_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

FOURTH FLOOR LEVEL PLAN

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

A/C DENOTES AIRCONDITIONER

C42152

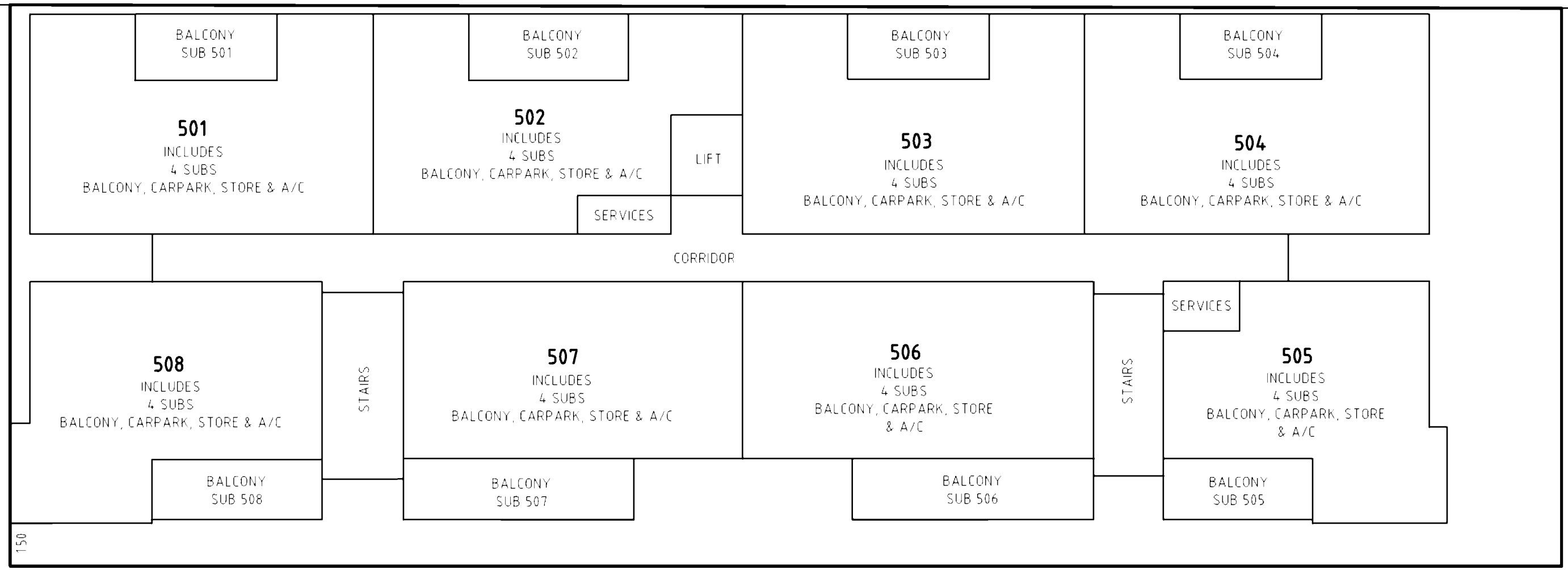
SHEET 10 OF 13

70435_pland_9_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

FIFTH FLOOR LEVEL PLAN

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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL

A/C DENOTES AIRCONDITIONER

C42152

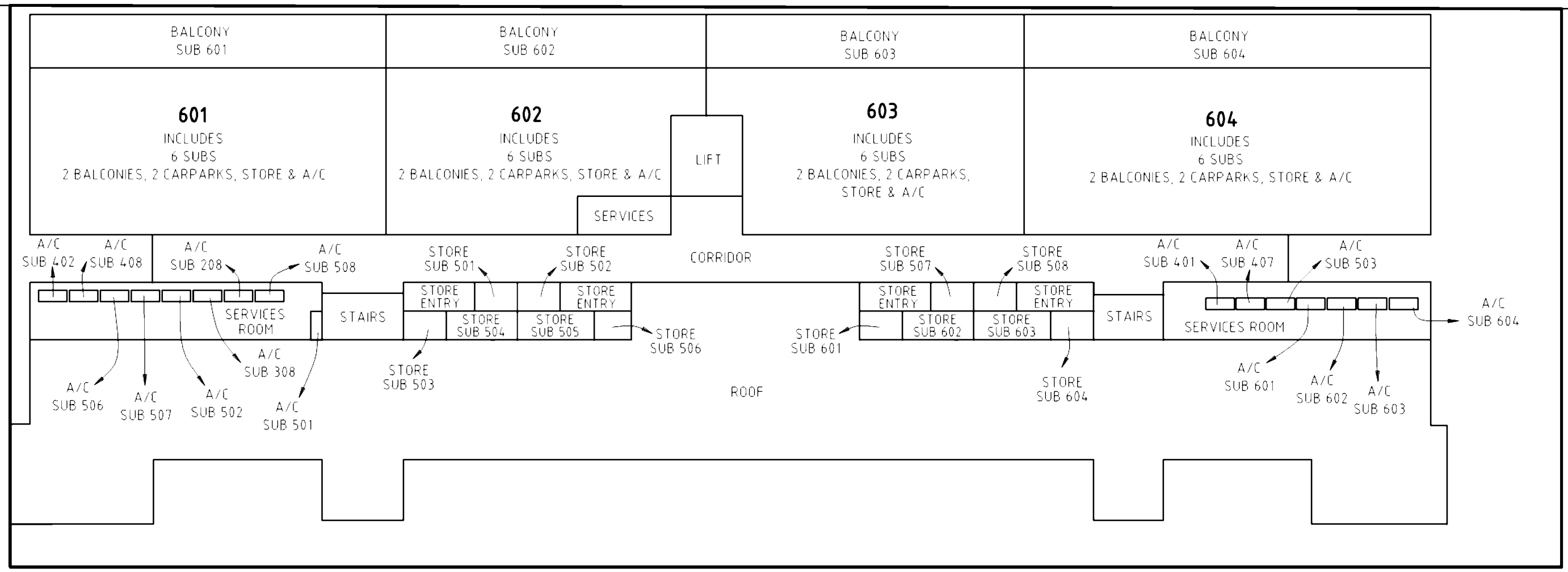
SHEET 11 OF 13

70435_pland_10_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

SIXTH FLOOR LEVEL PLAN

Alexander & Symonds Pty.Ltd.

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Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL.

C42152

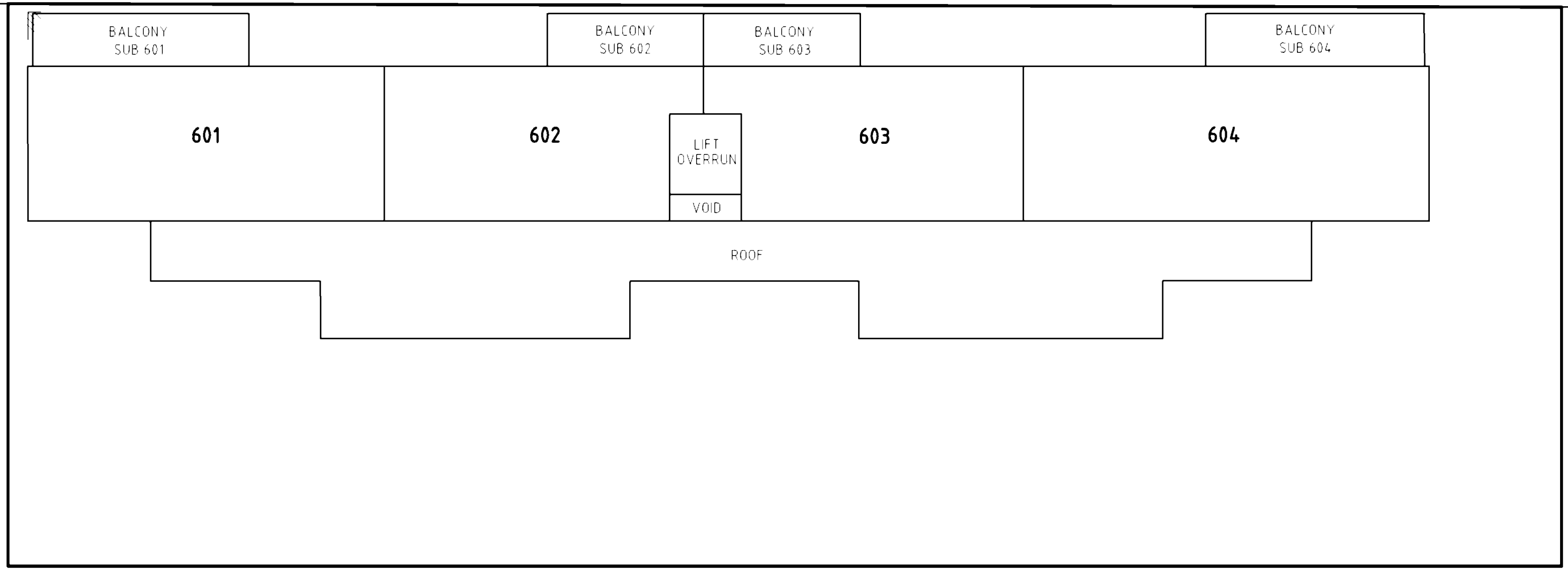
SHEET 12 OF 13

70435_pland_11_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



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REFERENCE A026515COMS21(C)	ON FIFTH STREET
KJD 19/06/2020	

SEVENTH FLOOR LEVEL PLAN

C42152

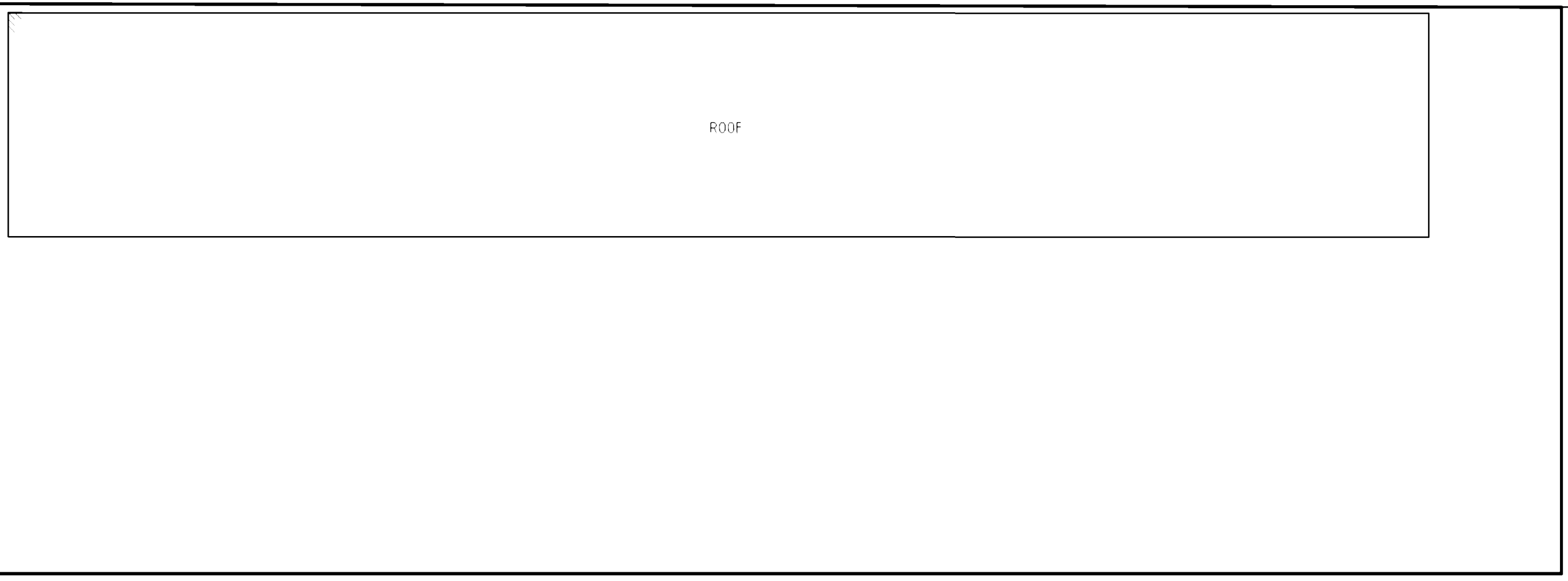
SHEET 13 OF 13

70435_pland_12_V01_Version_4

0 1.5 3 4.5 6 7.5

SCALE METRES

FIFTH STREET



C41974

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P O BOX 1000 KENT TOWN 5071
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REFERENCE A026515COMS2(C)	ON FIFTH STREET
KJD 19/06/2020	

ROOF LEVEL PLAN

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	252	
2	250	
3	165	
4	298	
5	252	
6	298	
7	165	
8	252	
9	209	
10	152	
11	191	
201	198	
202	189	
203	196	
204	196	
205	159	
206	213	
207	213	
208	193	
301	200	
302	191	
303	209	
304	209	
305	161	
306	215	
307	215	
308	196	
401	202	
402	193	
403	211	
404	211	

COMMUNITY PLAN NUMBER

CP 42152

PLAN TYPE SECONDARY COMMUNITY STRATA

THIS IS SHEET 1 OF 2 SHEETS

APPROVED	DEPOSITED
	6/8/2020
	PRO REGISTRAR-GENERAL

CERTIFICATE OF LAND VALUER

I, Lani Rogers 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 3rd day of June 2020

Lani Rogers

Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
405	163	
406	217	
407	217	
408	198	
501	204	
502	196	
503	213	
504	213	
505	165	
506	198	
507	198	
508	172	
601	302	
602	280	
603	283	
604	327	
AGGREGATE	10,000	

COMMUNITY PLAN NUMBER

CP 42152

PLAN TYPESECONDARY COMMUNITY STRATA

THIS IS SHEET 2 OF 2 SHEETS

APPROVED	DEPOSITED
MH	6/8/2020 Mark Mitchell
	PRO REGISTRAR-GENERAL

CERTIFICATE OF LAND VALUER

I, Lani Rogers 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 3rd day of June 2020

Lani Rogers

.....

Signature of Land Valuer

C42152

FORM LF2 (Version 1)

GUIDANCE NOTES AVAILABLE

Orig. **LF 13762119**

10:15 07-Apr-2022
1 of 1

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE PURPOSES ONLY

SERIES NO	PREFIX
1	LF

AGENT CODE

LODGED BY: FOUR POINTS CONVEYANCING FOUR

CORRECTION TO: FOUR POINTS CONVEYANCING FOUR

Spoke to Rodney re 9.3 & 9.4.

Mak McNeil.

PICK-UP NO.	

CORRECTION	PASSED

FILED 14/4/2022

REGISTRAR-GENERAL

* Strike through the inapplicable

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~

***NOTICE OF VARIATION OF BY-LAWS**

~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

INSTRUMENT AFFECTED 13346724 ✓	**PLAN No.** CP42152

To the Registrar-General,

I, RICHARD GARDNER of Apt 801/12 Fifth Street Bowden SA 5007, being an officer of Community Corporation No. 42152 Incorporated certify:

(a) that the copy of the By Laws attached to this certificate is a true copy of the By Laws as varied by the special resolution of the Corporation made on the 24th day of March 2022; and

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

Dated the Fifth day of April 2022

.....

R Gardner
Presiding Officer

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SECONDARY BY LAWS

COMMUNITY PLAN No. 42152

Lot 2 in C41974, Bowden SA 5007

Secondary Scheme

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

.....

Rodney Grant Hammond
306 Unley Road
Hyde Park SA 5061

This is a copy of the By Laws referred to in the attached Certificate.

.....

Richard Gardner, Presiding Officer

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COMMUNITY TITLES ACT 1996 BY-LAWS

IMPORTANT NOTICE

The terms of these By-Laws are binding on the Community Corporation, the owners and occupiers of the Community Lots and persons entering the community parcel.

These By-laws relate to the control and management of the Common Property and preservation of the essence or theme of the Community Lots and as such may only be amended or revoked by special resolution of the Community Corporation in accordancewith Section 39 of the Community Titles Act.

PART 1 - DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

1.1 The following words have these following meanings in the By-Laws 2unless thecontrary intention appears:

"Act" means the Community Titles Act 1996 as amended.

"Animal" means any pet which may be kept on a Lot pursuant to By-Laws 19.1 or 19.2.

"Annual General Meeting" means an annual general meeting of the Community Corporation other than the First Annual General Meeting.

"Authorised Person" means a person on the Community Parcel with the consent express or implied of an owner or occupier of a Lot or the Community Corporation.

"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on the CommunityParcel.

"By- Law" means a by-law included in these By-Laws.

"Common Property" means the common property created on deposit of the Community Plan.

"Community Corporation" means the corporation that is constituted on deposit of the Community Plan.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means deposited secondary plan No. CP 42152.

"Community Scheme" means:

(a) the subdivision of land by the Primary Community Plan;

(b) the subdivision of land in the Primary Community Plan by a secondary, tertiaryor strata plan;

(c) the proposals in any related development contracts; and

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(d) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Community Scheme.

"Community Titles Legislation" means the Community Titles Act 1996 and the Community Titles Regulations 2011 and amendments thereto.

"Development Activities" means:

(a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of services;

(b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;

(c) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) and (b) of this definition; or

(e) the subdivision of land forming part of the Community Parcel.

"Encumbrance" means the encumbrance annexed to these By-Laws.

"First Annual General Meeting" means the General Meeting convened and heldunder section 79 of the Community Titles Act.

"Function" includes a power, authority, service, supply or duty.

"General Meeting" means:

(a) an annual general meeting; or

(b) a special general meeting of the Community Corporation.

"Landscape Modification" means any modification, addition or alteration made onor to an existing landscaped area on:

(a) a Lot; or

(b) Common Property.

"Lot" means a Community Lot forming part of the secondary scheme created by the deposit of the Community Plan.

"Management Committee" means the management committee of the Community Corporation as constituted from time to time under the Act.

"Primary By-Laws" means the by-laws of the Primary Community Corporation.

"Primary Community Corporation" means the corporation created on the deposit of the Primary Community Plan.

"Primary Community Plan" means deposited primary community plan No. CP 41974.

"Restricted Common Property" means those areas of the Common Property which have been designated by the Community Corporation as Restricted Common Property areas and allocated for use by an individual Lot or Lots for the purposes of storage or other purposes as determined by the Community Corporation from time to time.

"Rules" means the rules issued by the Management Committee pursuant to these By-Laws.

"Security and Access Device" means a key, magnetic card or other device used to:

(a) open and close doors, gates, building or locks; or

(b) operate alarms, security systems or communication systems.

"Service Infrastructure" shall have the same meaning as set out in the Act.

"Service Line" means a pipe, wire, cable, duct, conduit, pole or other means by which a service is or is to be provided to Lots or the Common Property or any other portion of the Community Parcel.

"Service Provider" means any statutory or government or semi government authority including, but not limited to, SA Water, Telecom Australia, SA Power Networks and any other authorities or corporations assuming their Functions.

"Visitor Car Parking Spaces" means that part of the Community Parcel set aside by the Community Corporation or the Primary Community Corporation as an area for visitor car parking.

1.2 In the By-Laws unless the contrary intention appears:

(a) a reference to an instrument, by-law or matter regulated by a by-law includes any variation or replacement of it;

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

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

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

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

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

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

1.3 If the whole or any part of a provision of a By-Law is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

1.4 The Community Corporation may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Corporation does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Corporation to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

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1.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.

1.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

1.7 Where a word or expression is not expressly defined in the By-Laws but is defined in the Community Titles Legislation it shall have the same meaning as it has in the Community Titles Legislation, unless the context otherwise requires.

PART 2 - RESPONSIBILITY AND VOTING

2. Community Corporation and Management Committee

2.1 The Community Corporation is responsible for the control, management, operation, maintenance and repair of the Common Property and must keep the Common Property free of graffiti and in good repair and shall maintain all chattels fixtures and fittings installed upon the Common Property.

2.2 The Community Corporation is empowered to make rules and regulations relating to the management and operation of the Common Property.

2.3 The Community Corporation must ensure that a separate letterbox for delivery of mail by Australia Post is available for use by the owner or occupier of each Lot. Each letter box is to display the sign "Australia Post Only".

2.4 The Community Corporation may establish a Management Committee in accordance with Division 3 Part 9 of the Act. The Management Committee shall comprise not more than 7 members. The Management Committee shall be responsible to the Community Corporation for the administration, management and control of the Common Property except with regard to matters relating to:

(a) the appointment of a managing agent;

(b) maintenance, upgrades or improvements to the Common Property where the expenditure exceeds the predetermined value established at a meeting of the Community Corporation;

(c) the Community Corporation's insurance obligations under the Act;

(d) any matter requiring special or unanimous resolution in accordance with the Act.

3. Value Of Votes Cast At A General Meeting

The number of votes that may be cast in respect of each Lot at a general meeting of the community corporation shall be in accordance with section 87 of the Act.

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PART 3 - COMMUNITY PARCEL AND COMMON PROPERTY

4. Insurance

4.1 The Community Corporation must review, on an annual basis:

(a) all insurance effected by it; and

(b) the need for new or additional insurances.

4.2. Notice of an Annual General Meeting must:

(a) include a form of motion to decide whether insurances effected by the Community Corporation should be confirmed, varied or extended; and

(b) at least once every three years, or such other period determined by the Community Corporation, be accompanied by a written valuation of all buildings, structures and other improvements on Common Property made by a qualified valuer.

4.3 The Community Corporation must immediately effect new insurances or vary or extend insurances if there is an increase in risk or a new risk to Common Property or the Community Corporation.

4.4 An owner or occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might:

(a) void or prejudice insurance effected by the Community Corporation; or

(b) increase any insurance premium payable by the Community Corporation.

4.5 The owner of each Lot is required to effect public liability insurance cover for an amount of $20,000,000 or other amount as determined by the Community Corporation from time to time to cover any person or persons whilst they are in or on the owner's Lot. The owner shall provide evidence of such insurance cover as and when requested by the Corporation.

5. Community Corporation's Right To Enter Into Contracts

The Community Corporation may contract with persons to:

(a) provide management, operational maintenance and other services in connection with Common Property;

(b) provide services or amenities to the owners or occupiers of Lots; and

(c) provide other services or amenities to Common Property, or the owners and occupiers of the Lots.

6. No Inappropriate Use

6.1 The Lots and Common Property must be used in a manner consistent with the Encumbrance.

6.2 The owner or occupier of a Lot must not use anything on the Community Parcel for any purpose other than that for which it was constructed or provided.

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7. **Fixing Of Signs**

Subject to By-Law 31.1, the owner or occupier of a Lot must not, except with the approval of the Community Corporation, fix or place any sign, placard, banner, notice or advertisement:

(a) on the outside of the building on a Lot, or on the inside of a Lot where it can be seen from outside of the Lot or on any building containing a Lot;

(b) on any structure erected on a Lot;

(c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot;

(d) on any open space area of a Lot; or

(e) on any Common Property.

8. **Garbage**

8.1 The owner or occupier of a Lot must store and dispose of any garbage, rubbish orother materials in accordance with the refuse management policies of the Community Corporation from time to time.

8.2 The owner of a Lot shall be responsible for any additional cost incurred by the Community Corporation for non observance of proper rubbish disposal practices whether caused by the owner or occupier of the Lot.

9. **Restrictions On Parking**

9.1 An owner or occupier of a Lot must not park a vehicle, boat or trailer except in an area designated by the Community Corporation or the Primary Community Corporation from time to time as being an area where a vehicle, boat or trailer maybe parked by an owner or occupier of a Lot.

9.2 An owner or occupier of a Lot or their invitees or agents must not park or stand a motor vehicle on any part of the Community Parcel on which the parking or standing of a motor vehicle is not authorised by the Community Corporation or the Primary Community Corporation.

9.3 The Owner or Occupier of a Lot which contains a Lot Subsidiary Carpark shall not under any circumstances allow the carpark subsidiary to be used by any person other than the Owner or Occupier of the Lot that the carpark is a Subsidiary of, or the Owner or Occupier of another Lot in the Community Parcel.

9.4 Nothing in this By Law shall prevent The Owner or Occupier of a Lot which contains a Lot Subsidiary Carpark from allowing such carpark subsidiary to be used by any invitee of an Owner or Occupier as a visitor carpark for a maximum time limit of four (4) hours.

9.5 The Community Corporation or the Primary Community Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon it have the power to issue fines in accordance with the Act and to pass

on to the owner of the vehicle parked or standing in contravention of these By-Laws any cost or associated costs with non-compliance including but not limited to alarm call out fees.

9.6 An owner or occupier of a Lot or their invitees or agents must not permit any bicycleto be stored other than in any area of the Community Parcel designated by the Community Corporation or the Primary Community Corporation for such purposes which is fitted with suitable devices for storage and security of bicycles.

10. Services

The Community Corporation shall be responsible for the maintenance repair and replacement of service lines in respect of water, sewerage, stormwater, electricity, gas and telephone services which exclusively service the land comprised in the Community Plan.

11. Security And Access Device

11.1 The Community Corporation may recover a reasonable fee for any additional Security and Access Device required by an owner.

11.2 An owner must exercise a high degree of responsibility in making Security and Access Devices available to any occupier and must use all reasonable endeavours to ensure Security and Access Devices remain in appropriate hands.

11.3 An owner or occupier of a Lot must not without the Community Corporation's written consent, duplicate or permit to be duplicated any Security and Access Device and must take all reasonable precautions to ensure that Security and Access Devices are not lost.

11.4 An owner or occupier must promptly notify the Community Corporation if a Security and Access Device is lost, destroyed or stolen.

12. Service of Notice

A notice from the Community Corporation to the owner or occupier of a Lot shall be deemed to have been sufficiently served if left on the Lot or addressed to the owner of a Lot at the owner's address last known to the Community Corporation and posted by normal postal methods. Any notice served by normal mail shall be deemed to have been delivered two working days after being posted by the Community Corporation (or its agent).

13. Rules

The Management Committee may make rules relating to the Common Property not inconsistent with these By-Laws which rules shall be observed by the owners and occupiers of the Lots and respective visitors, licensees, agents, employees and contractors unless anduntil these are disallowed or revoked by a majority resolution at a General Meeting of the Community Corporation.

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14. Community Corporation's Right To Recover Money

14.1 The Community Corporation may recover any money owing to or recoverable by it under the By-Laws or the Community Titles Legislation as a debt.

14.2 An owner or occupier of a Lot must pay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement of, or preservation of any rights under, the By-Laws in relation to the owner or occupier.

14.3 The costs, charges and expenses recoverable by the Community Corporation shall include, without limitation, those expenses incurred in retaining any debt recovery agent or incurred in retaining any independent consultant or other person to evaluate any matter of concern and their legal and administration costs in connection with those events.

14.4 The Community Corporation may charge interest on any overdue monies owed by an owner or occupier of a Lot to the Community Corporation at the rate of 12% per annum or any other rate as approved by the Management Committee from time to time.

PART 4 - COMMON PROPERTY

15. Common Property

15.1 Subject to the Community Titles Legislation and these By-Laws, Common Property is available for use by the owners and occupiers of the Lots, their invitees and other Authorised Persons.

15.2 Subject to Section 37(1)(c) of the Act, the Community Corporation may restrict certain areas of the Common Property for use by certain individual Lot owners at the discretion of the Corporation from time to time in which case the Community Corporation may recover costs as determined by the Community Corporation from those Lot owners enjoying the Restricted Common Property areas.

15.3 The Community Corporation must impose contributions for the costs associated with the control, management, operation, maintenance and repair of the Common Property.

15.4 The owner or occupier of a Lot must not, except with the approval of the Community Corporation, leave any sign board, display, merchandising stand, merchandise or anything other thing on Common Property or obstruct the use of the Common Property.

15.5 The owner or occupier of a Lot must not damage Common Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Common Property. The Lot owner shall be responsible to the Community Corporation for any costs to repair or replace Common Property irrespective of whether the damage was caused by the owner of the Lot or the occupier of the Lot.

15.6 The owner or occupier of a Lot must not, except with the approval of the Community Corporation or pursuant to By-Laws in force in the Community Parcel, use for his own purpose any part of the Common Property.

15.7 The following activities are prohibited on the Common Property unless consented to or authorised by the Community Corporation:

(a) riding bicycles or motor scooters in Common Property areas other than those designated or designed to carry other vehicles or permitting bicycles or motor scooters to be stored or left in areas not specifically set aside for that purpose;

(b) using scooters, skate boards, roller-skates or rollerblades;

(c) playing games of any kind;

(d) singing, busking or playing music or a musical instrument;

(e) smoking, which includes the smoking of e-cigarettes or any vaping activity;

(f) the consumption of alcohol;

(g) camping or sleeping overnight or rummaging through waste receptacles;

(h) washing servicing or repair of any vehicle unless such repair is urgent and of a minor nature (eg attendance by a motoring organisation);

(i) using any offensive language;

(j) wearing clothing or being clad in a manner which is deemed to be inappropriate.

15.8 The owner or occupier of a Lot must not allow or accept deliveries of goods, furniture, plant, equipment stock or merchandise to remain on the Common Property. All such deliveries shall be received and dealt with as set out in By-law 26.

15.9 The owner or occupier of a Lot must ensure that any spillage of liquid or other matter on the Common Property area near their Lot (whether caused by the owner or occupier or not) is cleaned away quickly and in a manner which ensures the safety of other users of the Common Property.

15.10 The owner or occupier of a Lot must not use the Common Property area in such a manner whereby it will interfere with the use and enjoyment of the Common Property by others.

15.11 The owner or occupier of a Lot must give notice to the Community Corporation of any damage to or to defect in the Common Property immediately they become aware of it.

15.12 A person must not damage or interfere with any lawn, garden, tree, shrub, plant, flower, building structure or ancillary service on the Common Property unless that person shall have the authorisation to do so by the Community Corporation.

16. Construction On Common Property

The owner or occupier of a Lot must not, except with the approval of the Community Corporation:

(a) make any Building Modification to the Lot or undertake any Development Activities or Landscape Modification;

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(b) construct any building or other structure including, without limitation, any fence,screen, pergola or awning on Common Property;

(c) attach any item as a fixture or otherwise to Common Property; or

(d) alter Common Property.

17. **Managing, Operating And Maintaining Common Property**

17.1 The Community Corporation may contract with persons to provide management, operational, maintenance, and other services in connection with Common Property.

17.2 Pursuant to By-Law 13, the Community Corporation may make Rules with respect to the use and enjoyment of the Common Property.

17.3 The Corporation may, on terms determined by it, permit an owner or occupier of a lot in a secondary, tertiary or strata scheme that is part of the Community Scheme to have access to and to use and enjoy any portion of the Common Property comprised in the Community Plan.

PART 5 - USE OF COMMUNITY LOTS

18. **Permitted Use**

18.1 A Lot shall only be used or occupied for residential purposes.

18.2 An owner or occupier of a Lot may not alter the external appearance of their Lot without the written approval of the Community Corporation.

18.3 A Lot Owner or Occupier must not lease a Lot or part thereof or grant a right of occupation in respect of a Lot or part thereof for valuable consideration for a period of less than two months.

19. **Keeping of Pets**

19.1 The owner or occupier of a Lot may, subject to this By-Law and By-Law 20, keep on the Lot one domesticated pet not exceeding 20kg in weight.

19.2 No other animal or pet shall be kept on the Lot without the written approval of the Community Corporation or the Management Committee.

19.3 Notwithstanding By-Law 19.1 above, but subject to By-Law 20, an owner or an occupier of a Lot or a visitor to the Community Parcel who suffers from a disability, may keep or use a dog that is trained to assist in respect of that disability.

19.4 Where an owner or occupier of a Lot brings or keeps an Animal on the Lot or any part of the Common Property, that owner or occupier:

(a) is liable to the owner or occupier of other Lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the Animal;

(b) must keep the Animal tethered or caged when it is on the Common Property;

(c) is responsible for cleaning up after the Animal has used any part of another Lot or any part of the Common Property.

19.5 Despite anything to the contrary in this By-Law 19 (including, without limitation, By- law 19.1), if any Animal is deemed to be a nuisance unruly or unsuitable to be kept on a Lot by the Community Corporation or the Management Committee, the Community Corporation or the Management Committee is empowered to require that the Animal be removed from the Community Parcel by issuing a notice to remove the offending Animal from the Community Parcel upon the Animal owner and the Animal owner shall remove the Animal from the Community Parcel in accordance with that notice.

20. Peaceful Enjoyment

20.1 An owner or occupier of a Lot shall not interfere with the quiet enjoyment of another Lot or an occupier of another Lot or the Common Property.

20.2 An owner or occupier of a Lot shall not upon that Lot or the Common Property create any noise or undertake any activity, or allow any permitted Animal to create any noise or undertake any activity, which interferes or is likely to interfere with the peaceful enjoyment of another Lot or an occupier of another Lot or of any person lawfully using or occupying any portion of the Community Parcel.

20.3 An owner or occupier of a Lot shall not interfere with any Service Line or make any unauthorised or illegal connection to the Service Line installed by a Service Provider.

21. Balconies

21.1 The owner or occupier of a Lot with a balcony attached is prohibited from using the balcony for:

(a) hanging laundry, washing or clothing out to dry or air in public view or storing, placing, displaying or hanging any chattel or item without the consent of the Community Corporation except for pot plants and gas fired barbeques, outdoor chairs and tables;

(b) flying flags or banners or erecting or locating other forms of advertising or promotional material;

(c) letting off fireworks;

(d) deliberate throwing or dropping of materials or objects, and must make every reasonable precaution to prevent items from blowing or dropping off the balcony;

(e) emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort or privacy of any person who resides in the near vicinity of the relevant balcony (whether on or adjacent to the Community Parcel);

(f) storage of rubbish bins;

(g) storage of bicycle(s), or other exercise equipment;

(h) keeping a permitted Animal unless the owner or occupier of the Lot or another person is present on the balcony;

(i) installing or permitting any covering to enclose or attempt to enclose the balcony.

21.2 The owner of or occupier of a Lot must not wash down, sweep or clean balconies, or water plants on balconies which results in surplus water, dust or debris running or falling from the edge of the balcony.

22. Fixing Of Shutters, Blinds And Screens

22.1 The owner or occupier of a Lot must not, except with the approval of the Community Corporation:

(a) fix shutters, blinds, canopies or awnings to the outside of a building on a Lot or the outside of a building containing a Lot;

(b) fix bars, screens, security doors or other security devices, to the outside of a building on a Lot or the outside of a building containing a Lot.

22.2 An owner or occupier of a Lot shall not install or permit the installation of any window furnishings to the interior of any window without the approval of the Community Corporation unless the colour visible externally to the Lot is white, off-white or cream or any other colour approved by the Management Committee from time to time.

23. Aerials, Solar Energy Devices And Security Devices

23.1 The owner or occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or attach:

(a) any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;

(b) any solar energy collector panels and equipment associated with them;

(c) any energy conservation equipment; or

(d) a solar hot water system and equipment associated with it;

to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.

23.2 The owner or occupier of a Lot must not install or use any security system or device having a siren or flashing light.

24. Things Not In Keeping

24.1 The owner or occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which in the reasonable opinion of the Community Corporation is not in keeping with the overall desired appearance of the Community Scheme.

24.2 The owner of occupier of a Lot must not except with the written consent of the Community Corporation use or store any inflammable liquid or substance on their Lot or the Common Property.

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25. **Maintenance Of Building On Lot**

25.1 The owner or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.

25.2 The Community Corporation may give a notice to the owner or occupier of a Lot requiring them to comply with the terms of this By-Law.

25.3 If the owner or occupier of a Lot plans to undertake any maintenance activities other than normal day to day upkeep of the Lot they must comply with By-Law 28.

26. **Delivery Of Furniture, Goods, Plant And Equipment**

An owner or occupier of a Lot shall comply with and observe the following conditions and restrictions as to delivery or movement of goods, furniture or plant and equipment to and from a Lot:

(a) The owner or occupier of a Lot must give the Community Corporation two clear days' notice of their intention to move goods, furniture or plant and equipment to and from a Lot to ensure lift protection devices are installed if necessary;

(b) goods, furniture or plant and equipment may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Community Corporation; and

(c) goods, furniture or plant and equipment shall not be left on the Common Property at any time and if so left may be removed by the Community Corporation at the expense and risk of the Lot owner.

27. **Owner And Occupier Responsible For Others**

27.1 An owner or occupier of a Lot must take reasonable steps to ensure that an Authorised Person complies with the By-Laws.

27.2 If an Authorised Person does not comply with the By-Laws then the owner or occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.

27.3 If the By-Laws prohibit an owner or occupier of a Lot from doing a thing, the owner or occupier must not allow or cause another person to do that thing.

27.4 Where the owner of a Lot is not the occupier of the Lot then the owner must inform the Community Corporation as to the identity of the occupier and ensure that the occupier has received a copy of the By-Laws relating to the Community Parcel.

28. **Owner's Obligations During Fit Out Renovations And Improvements**

28.1 Before commencing any fit out, renovations and improvements to a Lot, the owner of a Lot must obtain all of the necessary approvals from any applicable government and statutory authority and approval from the Community

Corporation of the works to be undertaken to enable the Community Corporation to establish requirements for the movement of materials to and from the Lot and establish agreed hours for the work to be carried out to ensure minimum disruption to other owners and occupiers of other Lots or other occupiers of the Community Parcel.

28.2 An approval of the Community Corporation shall be provided in writing to the owner and shall incorporate the requirements of the Community Corporation while the approved work is being carried out.

28.3 A copy of the Community Corporation's written approval is to be given to all contractors and a copy is to be displayed prominently on the Lot to ensure the tradespeople are aware of the conditions imposed by the Community Corporation during the construction period.

28.4 Matters which the Community Corporation may require may include but are not limited to:

(a) requirements to ensure the Common Property is protected against damage;

(b) a requirement that Common Property is kept clear of any rubbish and debris;

(c) that appropriate insurance is put in place against damage to persons and property which may be caused or may arise out of the prescribed works;

(d) that work is carried out by licensed tradespeople, and the tradespeople and workmen will carry out their work in a workmanlike manner, shall be decently attired and will work in a manner which will keep noise (including radios and other amplifiers), dust, bad language and inconvenience to other Lot occupiers to a minimum;

(e) that upon giving reasonable notice the Community Corporation is able to inspect the work being undertaken from time to time until the prescribed works are complete;

(f) that all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Community Corporation;

(g) where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering then, except where the Community Corporation has determined otherwise, that the person must insert an acoustic underlay that is state of the art at the time of installation between the floor and the hard floor covering.

28.5 Any damage to the Common Property shall be rectified to the satisfaction of the Community Corporation at the cost of the Lot owner within a reasonable time.

28.6 All rubbish and debris from the works shall be removed from the site as directed by the Community Corporation and the rubbish receptacles used in the normal course are not to be used for disposal of rubbish or debris from the works.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

28.7 Damage to the Common Property or Service Lines caused during the completion of works shall be rectified by the owner to the satisfaction of the Community Corporation failing which the Community Corporation shall cause the repairs to be effected and recover the costs from the owner.

PART 6 - GENERAL

29. Sinking Fund

29.1 The Community Corporation must establish a sinking fund for the payment of non-recurrent expenditure.

29.2 The Community Corporation must advise the owners of the Lots in writing of the establishment of the sinking fund.

29.3 The Community Corporation may determine from time to time the amounts payable by the owners of the Lots into the sinking fund.

29.4 The Community Corporation may not apply any amounts in the sinking fund, including interest earned on that fund, for any purpose other than the payment of expenditure for which the fund was established.

30. Primary Scheme

An owner or occupier of a Lot and their invitees and any other Authorised Persons must:

(a) observe and comply with the Primary By-Laws and all rules made thereunder;

(b) comply with all directions of the Primary Community Corporation with respect to the use and occupation of the common property comprised in the Primary Community Plan;

(c) without limiting paragraphs (a) and (b), comply with all reasonable directions of the Primary Community Corporation.

31. Penalties

32.1 A person who contravenes or fails to comply with any of these By-Laws must pay such penalty as may be imposed by the Community Corporation.

32.2 A penalty imposed by the Community Corporation may not exceed the maximum prescribed amount permitted by the Community Titles Legislation at the time of such contravention or failure to comply.

32.3 The imposition and recovery of any such penalty is in all respects subject to the provisions of the Community Titles Legislation.

Annexure

Encumbrance

FORM M2 (Version 3)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	

STAMP DUTY DOCUMENT ID:	

SERIES NO	PREFIX
	E

AGENT CODE

LODGED BY:
DENTONS FISHER JEFFRIES

CORRECTION TO:
DENTONS FISHER JEFFRIES

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1

2

3

4

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CORRECTION	PASSED
REGISTERED	REGISTRAR-GENERAL

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Ref. BOW397:149193

ENCUMBRANCE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

Lot [**] in CP [**] being the whole of the land in CT Volume [**] Folio [**]

ESTATE & INTEREST

Fee simple

ENCUMBRANCER (Full name and address)

[**]

ENCUMBRANCEE (Full name, address and mode of holding)

Urban Renewal Authority ABN 86 832 349 553 of Level 9, Riverside Centre, North Terrace, Adelaide SA 5000

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge.	(a) 10 Cents
(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime".	(b) TO BE PAID TO THE ENCUMBRANCEE annually as a yearly rent charge for a term of 100 years from the date of this Encumbrance
(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted.	(c) AT THE TIMES AND IN THE MANNER FOLLOWING: On 30 June immediately following the grant of this Encumbrance and each succeeding 30 June during the term of this Encumbrance, together with the observance of the rest of the covenants contained in this Encumbrance.

85890398.1

COVENANTS

Refer to pages 3 to 13

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Encumbrance:

Allotment Control Plan means the building envelope plan in respect of the Land attached as Annexure A to this Encumbrance.

Approved Plans and Specifications means those plans, designs, drawings and specifications prepared by or on behalf of the Owner for the development of the Land by the Owner that have been submitted and approved by the Encumbrancee in accordance with clause 5 of this Encumbrance.

Bowden Project means the Encumbrancee's intended staged development and sale of the Development Site as generally described in the Urban Design Guidelines.

By-Laws means the by-laws of the Community Corporation to which the Land is subject.

Community Corporation means the Community Corporation in respect of the community parcel of which the Land forms part and which the Owner is by virtue of its interest in the Land a member.

Council means the local government body for the area in which the Land is situated.

Development Contract means the Development Contract in respect to the community scheme incorporating the Land (if applicable).

Development Site means all of the land previously owned, or owned now or in the future by the Encumbrancee, which is intended to be developed as part of the Bowden Project.

Development Zone means the area shown on the plan attached as Annexure C to this Encumbrance.

Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise.

Encumbrance Manager means such person(s) appointed by the Encumbrancee from time to time during the term of this Encumbrance to review the Owner's plans and specifications for the Owner's proposed development of the Land against the requirements of this Encumbrance, for the purposes of determining whether to approve the Owner's plans and specifications, which is a requirement of clause 5.1 of this Encumbrance.

Encumbrancee means the party described as such on page 1 of this Encumbrance and includes its successors and permitted assigns.

Insolvency Event means:

(a) in relation to a company:

(i) a company is placed in liquidation (whether compulsory or voluntary) other than for the purposes of reconstruction or amalgamation;

(ii) a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the *Corporations Act 2001* (SA)) or similar official is appointed, or steps are taken for such appointment, over any of the assets or undertakings of a company provided that the company has not taken steps to set aside such appointment and, if such steps are taken, the appointment is not set aside;

(iii) a company enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or

(iv) other than for the purposes of amalgamation or reconstruction, an application is made for the winding-up or dissolution of a company or a resolution is passed for the winding-up or dissolution of a company or an order is made for the winding-up of a company and such order is not set aside or such application is not dismissed within 30 days of being made; or

(b) in relation to an individual:

(i) a person is declared bankrupt; or

(ii) a person is otherwise unable to repay its debts when due and payable.

Land means the land described on page 1 of this Encumbrance and includes any building, structure or improvement thereon.

Owner means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and any other person claiming under it as owner of the whole or any part of the Land.

Project Website means the website developed by the Encumbrancee and which contains information specifically for the Bowden Project, with the web address of http://www.lifemoreinteresting.com.au, or such other website from time to time dedicated to the Bowden Project.

Rent Charge means the rent charge described on page 1 of this Encumbrance.

Scheme Description means the Scheme Description of the Community Corporation to which the Land is subject.

Scheme Documents means the By-Laws, Scheme Description and Development Contract.

Subsequent Allotment means any allotment constructed on land within the Development Zone intended for occupation (but does not include vacant land sold by the Encumbrancee for development).

Urban Design Guidelines means the urban design guidelines published by the Encumbrancee in respect to the building scheme that has been or will be adopted and implemented within the Bowden Project as amended from time to time.

1.2 **Interpretation**

In this Encumbrance, unless it is stated to the contrary:

(a) the singular includes the plural and conversely;

(b) a gender includes all genders;

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(e) a reference to a clause is a reference to a clause of this Encumbrance;

(f) a reference to an agreement or document (including this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document;

(g) a reference to ***writing*** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;

(h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(i) a reference to conduct includes, an omission, statement or undertaking, whether or not in writing;

(j) a reference to an ***agreement*** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;

(k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

(l) a reference to ***dollars*** and ***$*** is to Australian currency;

(m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;

(n) the meaning of general words is not limited by specific examples introduced by ***including***, or ***for example***, or similar expressions;

(o) references to ***agree***, ***approve*** or ***consent*** are references to agreement, approval or consent (as the case may be) in writing;

(p) where the consent or approval of the Encumbrancee is required under this Encumbrance such consent or approval may (at the election of the Encumbrancee) be given by the Encumbrance Manager; and

(q) nothing in this Encumbrance is to be interpreted against a party solely on the ground that the party put forward this Encumbrance or any part of it.

1.3 **Headings**

Headings do not affect the interpretation of this Encumbrance.

1.4 **Schedules and annexures**

Schedules and annexures form part of this Encumbrance.

2. THE PURPOSE OF THIS ENCUMBRANCE

The Owner grants this Encumbrance:

2.1 for the benefit of the Encumbrancee;

2.2 to charge the Land with the payment of the Rent Charge;

2.3 for the purpose of the common building scheme for the Development Zone and the Owner acknowledges that the covenants of this Encumbrance are for the benefit of both the Encumbrancee and for the benefit of all other persons claiming under the Encumbrancee as purchasers of any Subsequent Allotment within the Development Zone; and

2.4 with the intent that the covenants of this Encumbrance run with the Land and be binding also on anyone who becomes the owner of the land after the Owner.

3. RENT CHARGE

3.1 **Payment of Rent Charge**

Subject to clause 3.2, the Owner must pay the Rent Charge to the Encumbrancee:

(a) during the term of this Encumbrance; and

(b) on 30 June immediately succeeding the grant of this Encumbrance and on each succeeding 30 June.

3.2 **Rent Charge not payable unless demanded**

(a) The Owner must only pay the Rent Charge to the Encumbrancee if payment is demanded by it.

(b) The Encumbrancee may not demand payment of the Rent Charge so long as the Owner duly observes all the covenants in this Encumbrance.

3.3 **Encumbrancee's right to injunctive relief and damages**

The provisions of this clause 3 do not in any way affect or prejudice the rights of the Encumbrancee to:

(a) an injunction preventing or restraining any breach of the covenants in this Encumbrance; or

(b) damages for any such breach.

4. PERMITTED USE

4.1 Urban Design Guidelines

(a) Subject to clause 4.2, the Owner must ensure that the Land is not used for any purpose other than a purpose specified in the Urban Design Guidelines and not in any manner inconsistent with the Scheme Documents.

(b) The Owner must not:

(i) subject to the Scheme Documents, keep any animals on the Land except domesticated cats, dogs and birds which must be kept under control at all times;

(ii) permit any breach of Scheme Documents; or

(iii) allow:

(A) the Land to become or remain untidy or fall into a state of disrepair;

(B) rubbish or weeds to accumulate on the Land;

(C) the Land to become a fire hazard or a hazard to public health.

4.2 Exceptions

The provisions of clause 4.1(a) do not:

(a) apply where the Encumbrancee has given approval to the Owner to use the Land for a purpose other than as specified in the Urban Design Guidelines; or

(b) require the Owner to change any use of any part of the Land which existed prior to an amendment to the Urban Design Guidelines as a result of which that use is no longer permitted.

5. RESTRICTIONS ON WORKS

5.1 No building without Encumbrancees' approval

(a) The Owner must not seek any approval from the Community Corporation for, or carry out any development to, or do (or cause, suffer or permit to be done) any of the following on the Land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee):

(i) erect a building or structure;

(ii) undertake any external renovations or make any additions to a building or structure;

(iii) remove or demolish any building or structure (or any part thereof);

(iv) materially alter the look, appearance or character of any building or structure;

(v) carry out any siteworks;

(vi) erect a screen, fence or wall;

(vii) erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any other building or structure; or

(viii) erect or place any external floodlights or spotlights.

(b) The Owner must not submit any plans of building works to the Community Corporation or the Council for their approval until it has obtained the approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee).

(c) In order to provide its written approval pursuant to clause 5.1(a), the Encumbrancee (or the Encumbrance Manager for the Encumbrancee) may require the Owner to submit a development proposal for the Land and may require that development proposal to include detailed drawings and plans of the proposed works and details of any external materials and finishes.

5.2 **No works unless in accordance with Urban Design Guidelines, Allotment Control Plan, Scheme Documents and Approved Plans and Specifications**

The Owner must not carry out any development or works on the Land (including any renovations or additions to any building on the Land) other than in accordance with the Urban Design Guidelines, the Allotment Control Plan, the Scheme Documents (to the extent that they are not inconsistent with the Urban Design Guidelines) and the Approved Plans and Specifications.

5.3 **Owner Building and Development Requirements**

(a) The Encumbrancee (or the Encumbrance Manager for the Encumbrancee) will not unreasonably delay its consideration of any plans or specifications submitted by the Owner for approval and will not act unreasonably in refusing any approval or imposing any condition of approval under clauses 5.1 and 5.2. However, a refusal or a condition cannot be deemed unreasonable if:

(i) the proposal as submitted is contrary to any provision in the Urban Design Guidelines, or is inconsistent with the Scheme Documents;

(ii) is not in accordance with the Allotment Control Plan; or

(iii) a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the Land is situated or upon any part of that locality.

(b) Any approval of the Encumbrancee (or Encumbrance Manager for the Encumbrancee) obtained pursuant to clause 5.1(a) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of one (1) year commencing on the date of the approval in writing if the works to which the approval relates are not completed within that period.

5.4 **No Land Division without Encumbrancee's Approval**

The Land shall not be subdivided unless the Owner first obtains the Encumbrancee's approval (or the Encumbrance Manager for the Encumbrancee) which may be withheld or provided (with or without conditions) in its absolute discretion.

5.5 **Planning and Zoning Laws**

(a) The Land must not be used, developed, or varied except in accordance with:

(i) any laws relating to planning or zoning from time to time in force; and

(ii) the conditions of any relevant consent or approval given by any Council or other relevant planning authority.

(b) Any approval granted by the Encumbrancee in accordance with this instrument does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council or other relevant planning authority

will grant its approval. The Owner acknowledges that it will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

6. **NO DELAY**

The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 5.1, such that the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if such works are not completed within 12 months from the date that the Encumbrancee provided notice of its approval to the Owner (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

7. **BREACH**

7.1 The Encumbrancee (or its employees, agents or contractors) has the right to enter the Land at any time (after giving at least 24 hours' notice to the Owner), for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this Encumbrance have been breached. The Owner must not do anything to obstruct or hinder such entry or inspection.

7.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 3, 4.1, 5, 6 and 10 (***default notice***) and the Owner fails to remedy the breach within one calendar month from the service of that notice, then Encumbrancee may do any one or more of the following things (without prejudice to any other rights it may have under this Encumbrance and at law, including the right to an injunction preventing or restraining any breach of the covenants in this Encumbrance):

(a) enter the Land and may take such action as the Encumbrancee deems necessary to remedy the breach (including the removal or carrying out of any works, structural or otherwise) at the cost in all things of the Owner;

(b) recover from the Owner in any court of competent jurisdiction, the costs incurred by the Encumbrancee in remedying the breach;

(c) recover from the Owner the Administration Fee; and

(d) exercise any one or more of the powers rights and remedies given to encumbrancees by the *Real Property Act 1886* (SA) including the power to sell the Land in the event of the failure to pay any monies payable under this Encumbrance or any breach of any covenant in this Encumbrance.

7.3 The Encumbrancee may serve a default notice on the Owner more than once.

8. **ADMINISTRATION FEE**

8.1 In this Encumbrance, Administration Fee means the sum of $1,000.00 being the Encumbrancee's reasonable estimate of the costs of any inspection under clause 7.1, the costs of preparing and serving the default notice under clause 7.2 and any other administrative cost, time and effort expended by the Encumbrancee in relation to any breach of this Encumbrance by the Owner.

8.2 The Encumbrancee may exercise any of its rights under clause 7.2 in relation to any unpaid Administration Fee including:

(a) serving further default notices and charging further Administration Fees; and

(b) exercising the power to sell the Land under the *Real Property Act 1886* (SA) in the event that such default notices are not complied with and/or such Administration Fees are not paid.

9. **BUILDING SCHEME**

The Owner acknowledges for the Owner and the Owner's successors in title that:

9.1 The covenants in this Encumbrance are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the land comprised in the Development Zone to the intent that:

(a) the covenants will run with and bind the Land and each successive registered proprietor of the Land;

(b) the benefit of each of the covenants will be annexed to, and passed to all current and future registered proprietors of each and every part of the Development Zone; and

(c) the covenants are intended to be enforceable by the Encumbrancee (even if the Encumbrancee ceases to own any land in the Development Zone) and each registered proprietor from time to time of each and every part of the Development Zone.

9.2 The Encumbrancee has indicated that the Encumbrancee will likely require each purchaser of residential land in the Development Zone, as a condition of its sale, to execute a Memorandum of Encumbrance (***Other Encumbrances***) in substantially similar form to this Encumbrance and containing the same or substantially similar covenants and other stipulations but the Encumbrancee makes no warranty or representation that the Other Encumbrances will be similar to this Encumbrance or enforceable by either the Encumbrancee or the Owner or any other owner of land within the Development Zone and the Owner will have no claim against the Encumbrancee in this regard.

9.3 Each person deriving an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the *Real Property Act 1886* (SA) be deemed thereby to have covenanted with the Encumbrancee and each owner and their successor of land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed and each person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof subject to this Encumbrance shall by virtue of becoming registered as such be deemed thereby to have covenanted with the Encumbrancee and each other owner and any successive owner of any land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed AND the Owner (and its successive registered proprietor of the Land) hereby acknowledges covenants and agrees that the obligation to perform and observe each of the covenants herein on the part of the Owner shall not be affected or prejudiced if the Encumbrancee shall cease to own land in the Development Zone or be wound up or otherwise cease to exist.

10. LIFT AND REPLACE

Without in any way limiting clause 9, the Owner will not transfer the Land to any person including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up (***Transferee***) unless:

10.1 The Owner notifies the Encumbrancee at least 21 days before the transfer, provides the necessary details of the Transferee for the purpose of completing the matters in subclause 10.3 below and pays the Encumbrancee its reasonable costs of attending to the matters in subclause 10.3 below plus any registration fees and stamp duty;

10.2 The Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance (if any) by the Owner prior to the transfer;

10.3 The Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon substantially the same terms as this Encumbrance, such instrument to be:

(a) prepared by the Encumbrancee or its solicitors:

(b) executed by the Transferee and the Encumbrancee prior to the transfer; and

(c) lodged for registration by the Encumbrancee or its solicitors so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments,

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrance as contemplated above.

11. WAIVER AND RELEASE

11.1 Encumbrancee may waive any covenant relating to the Land

The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations contained or implied in this Encumbrance.

11.2 Encumbrancee may waive any covenant relating to other land within the Bowden Project

(a) The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatever relating to any other land in the Bowden Project and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.

(b) No such lessening, waiver or release releases the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

12. RELEASE BY ENCUMBRANCEE

Notwithstanding any other provision of this Encumbrance, the Encumbrancee may remove this Encumbrance from the certificate of title to the Land for any other reason whatsoever in the Encumbrancee's absolute discretion.

13. MORTGAGEE'S RIGHTS AND OBLIGATIONS

13.1 Exercise of power of sale

If the Owner is in default under the terms of any mortgage granted over the Land and registered under the *Real Property Act 1886* (SA), nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage.

13.2 Transfer by Mortgagee Subject to Encumbrance

Any mortgagee who exercises its power of sale must not sell, transfer or otherwise dispose of the Land except subject to this Encumbrance and procuring a replacement encumbrance from the incoming purchaser or transferee to the Encumbrancee, which is to be on the same terms as this Encumbrance, which replacement encumbrance must be registered on the Title for the Land immediately after the transfer of the Land to the incoming purchaser or transferee, and before any other interest in the land is created or registered.

13.3 Mortgagee's rights otherwise preserved

Apart from clauses 13.1 and 13.2, nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the Land to exercise the power of sale contained in the mortgage.

14. ENCUMBRANCEE'S CONSENT

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

14.1 such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);

14.2 the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit; and

14.3 no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee.

15. NOTICE

15.1 Form and execution

Any notice, request or demand under this Encumbrance must be:

(a) in writing; and

(b) signed by the Encumbrancee or by a member of the board for the time being of the Encumbrancee or by the Solicitors for the Encumbrancee.

15.2 Service

Any notice, request or demand may be served upon the Owner either:

(a) personally;

(b) by being left for the Owner on the Land;

(c) by being affixed to some part or parts of the Land; or

(d) by being sent by prepaid post under cover addressed to the Owner at the last known place of business or abode in South Australia of the Owner.

15.3 When effective

Any notice, request or demand takes effect and is in force from the next day after the day on which it is served, left or posted whether or not the notice, request or demand comes to the hands or knowledge of the Owner.

15.4 Content

(a) It is not necessary in any demand or notice on the Owner to specify any amount but the demand or notice will be sufficient if it requires payment of the monies secured by this Encumbrance without specifying the amount.

(b) Any notice as to default under this Encumbrance may be a general notice that default has been made without specifying the nature of the default.

15.5 Other ways

The provisions of this clause 15 are in addition to any other ways in which the Encumbrancee may be entitled to give the Owner any notice, request or demand in relation to this Encumbrance.

16. URBAN DESIGN GUIDELINES

16.1 Acknowledgment/Receipt

The Owner acknowledges that it has read the Urban Design Guidelines prior to the grant of this Encumbrance.

16.2 Notification of Amendments

The Encumbrancee will notify the Owner of any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance by publishing any variation to the Urban Design Guidelines on the Project Website.

16.3 **When Amendments Binding**

Any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance and published on the Project Website (or otherwise notified to the Owner) will be deemed to bind the Owner.

17. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT

The Owner shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

17.1 the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);

17.2 any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and

17.3 the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

18. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Owner.

19. ILLEGALITY

19.1 If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:

(a) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and

(b) such provision or part thereof shall be severed from this Encumbrance.

19.2 To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.

19.3 No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

20. SUNSET CLAUSE

20.1 The rights and obligations of the Encumbrancee **(but not those of any person claiming under the Encumbrance as purchaser or owner of any land in the Development Zone)** will cease upon the earlier of the following:

(a) the date that is 2 years after the last building constructed within the Development Zone achieves practical completion; or

(b) the 30th day of June 2027.

21. REMEDIES

The Encumbrancee is entitled to all the powers rights and remedies given to encumbrancees by the *Real Property Act 1886* (SA).

22. ATTORNEY

22.1 Appointment

The Owner irrevocably appoints the Encumbrancee its Attorney.

22.2 Powers

The Attorney may in its name or in the name of the Owner, or Encumbrancee following a breach of this Encumbrance by the Owner:

(a) do anything the Owner is obliged to do under this Encumbrance;

(b) exercise any right, power, authority, discretion or remedy conferred on the Owner by this Encumbrance;

(c) do anything the Encumbrancee, or the Attorney considers necessary or expedient for securing or perfecting the security created by this Encumbrance;

(d) execute in favour of the Encumbrancee any legal mortgage, transfer, assignment or other assurance of any of the Land the subject of this Encumbrance;

(e) execute deeds of assignment, composition or release;

(f) sell or otherwise dispose of all or any part of the Land; and

(g) for any of the above purposes appoint any substitute attorney for any period and remove any substitute attorney.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

ANNEXURE A

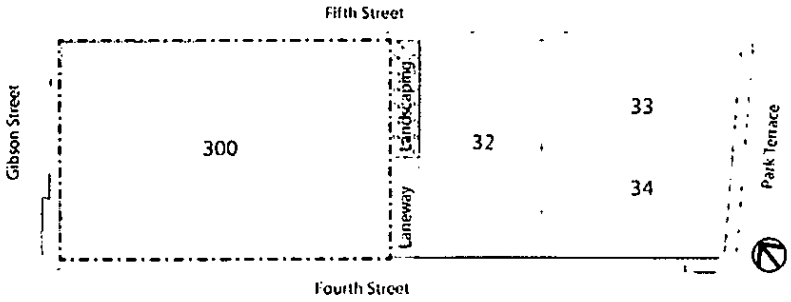
Allotment Control Plan

Bowden East
Lot 300: Guiding Principles and Control Plan

This document should be read in conjunction with the Developer's Handbook and Urban Design Guidelines for Bowden (V1.2 2014)

Location

Allotment 300 is located in Bowden East with frontage to Fourth, Fifth and Gibson Streets.



1. Context and Character

The development of Lot 300 should consider its relationship with adjacent approved designs for lots 32, 213, 212, 211 and the existing streetscape.

The development should also carefully consider how the relationship with adjacent heritage items in Gibson Street and remnant industrial buildings Plant 3 & Plant 4 on Fourth Street can influence the scale, form, material, or detailing, of the new buildings, or key elements of the new buildings.

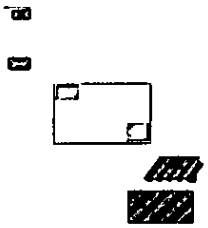
2. Built Form

Courtyard typology consisting of 5-8 storey buildings around central communal open space.

Expressed as multiple built forms, articulated to present two or more distinct architectural expressions to each street frontage

Building heights should not exceed the nominated range expressed in this document plan, however variation to the distribution of height may be considered on merit

Minimal setbacks are sought to clearly define the street edge and public realm and provide an active interface to all streets.





life
more
interesting
.com.au

Bowden

RenewalSA
people • partnership • progress

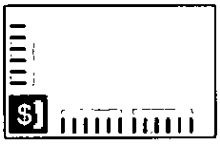
Government of South Australia

Bowden East
Lot 300: Guiding Principles and Control Plan

3. Mixed use

Predominantly residential use with provision for up to 250m² of ground floor retail at the corner of Gibson and Fourth Streets.

Flexible SOHO type dwellings may be provided along Gibson Street and is strongly encouraged along Fourth Street. Finished floor levels, access, and sufficient floor to floor heights are to provide flexibility for future adaptation between residential and commercial uses Refer to the Urban Design Guidelines for requirements.



4. Communal Open Space

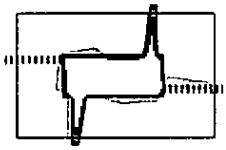
A central communal open space, or spaces, with high quality landscape, is to be provided for the shared enjoyment of residents and invited guests. Landscape design should provide an enjoyable and pleasant place to view from apartments and to occupy in both summer and winter. The design should also be a balance between hard and softscape.

The shape and configuration of the communal open space(s) is flexible provided the desired amenity is provided, including the provision of deep soil zones for planting of medium to large trees.

Consideration should be given to how the open space might complement the amenities provided in adjoining public open spaces and provide specific benefits to the residents, including but not limited to safe spaces for children, productive gardening, or other social interactions.

A visual and physical connection should be provided between the communal open space and Fourth Street and at least one other street to facilitate resident permeability

The open space should be in the order of 25-30% of the site area, be configured to ensure sufficient solar access in winter and be appropriately scaled in proportion to the built form height.



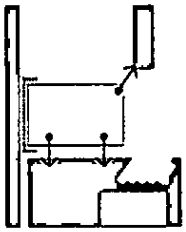
5. Public Realm

The site occupies an important location on one of the primary streets Gibson Street linking the development with the wider neighbourhood and future retail centre, and is adjacent to two public parks.

The development should capitilise on this important location and contribute to the amenity, safety, and public life of the streets and both the Kevin Taylor Park and Bowden Main Park

Building design should maximise the opportunities for outlook and casual surveillance of the public parks and streets from apartments, balconies, and facilitate convenient access from common lobbies and private entries.

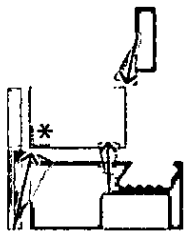
Building design should minimise the potential adverse effects of overshadowing or wind to the key public spaces.



6. Vistas

The development will significantly influence the character of key public spaces and streets. Particular consideration should be given to the presentation to Kevin Taylor Park, Bowden Main Park, and key sightlines and vistas, specifically along Gibson Street

The architectural expression of the Gibson Street and Fourth Street corner should reinforce its prominence as a visual marker.



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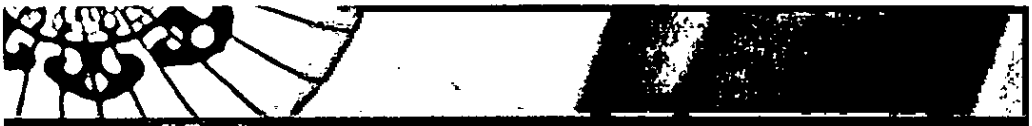


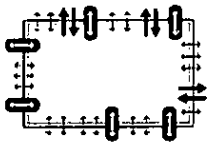
Bowden East
Lot 300: Guiding Principles and Control Plan

7. Access

Residential lobbies and entries should be legible, prominent, interesting, and generally located on Gibson Street, Fourth Street, or Fifth Street adjoining Kevin Taylor Park

The majority of ground level dwellings should provide a private entry direct from the street.

Vehicle access should be limited to the nominated points along Fifth Street or the Public Road. Vehicular access/egress points should generally be located a minimum of 12m from the corner to allow for a veneer of apartments or other uses at ground level and enable an efficient internal parking layout Removal of trees from the streetscape will not be permitted.

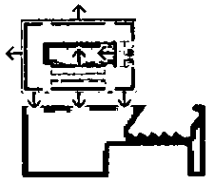


8. Dwelling typologies

The significant scale of the development necessitates a variety of dwelling types and sizes. Appropriate typologies should be tailored to respond to the specific orientation and contextual relationships.

Multi-level dwellings, including SOHO dwellings and terraces, are encouraged along Gibson Street and Fourth Street, to provide active ground level interface but also facilitate some privacy.

Double loaded corridors are generally discouraged however may be acceptable along Fourth Street where single aspect apartments benefit from either a favourable NE aspect or Park frontage to the SW



9. Servicing

All site services should be sensitively integrated into the design of the building. The provision of bulk bin waste collection facilities should have regard to Council's design and locational requirements and early consultation with Council is encouraged

A high voltage electrical cable will be provided along Fourth Street (north side) footpaths for connection by the developer.

The developer should consult SA Power Networks to determine connection location(s) and infrastructure requirements to service the site including transformers The developer should note the location of proposed tree pits and note SAPN will not allow the construction of transformers that face onto / open onto tree pits All fees and augmentation costs payable to SA Power Networks are the responsibility of the developer. Potential buyers must rely on their own investigations and satisfy themselves in relation to all servicing aspects of their development proposal.

Alternative energy systems that reduce greenhouse gas emissions, peak load and energy cost to end consumers are encouraged Further information on options is available from Renewal SA.

10. Staging

The site may be developed in stages, however this should not exceed four stages to minimise resident disruption.

The development's first stage should concentrate along the site's Fifth Street frontage. A significant portion of the communal open space will be required to be delivered together with completion of the first stage.

Renewal SA endorsement on a staging methodology for the entire project will be required

Site Area	5,071m²
Yield	Approximately 190-230 dwellings
Building Height (from Ground Level)	30m (where 8 storey – plus roof top terrace) 19m (where 5 storey - plus roof top terrace)
Setbacks	0m to 1.5m (Ground Floor) 0m preferred – Gibson Street, Fourth Street 1.5m preferred – public road <u>Upper Level</u> 3.0m - at Level 4 (where building height is limited to 5 storeys) 3.0m – at Level 7 (where building height is limited to 8 storeys)
Car + Bike Parking	As per Urban Design Guidelines
Mandatory Green Star Rating Accreditation	Achieve a minimum 5 Star Green Star Certified Design Rating

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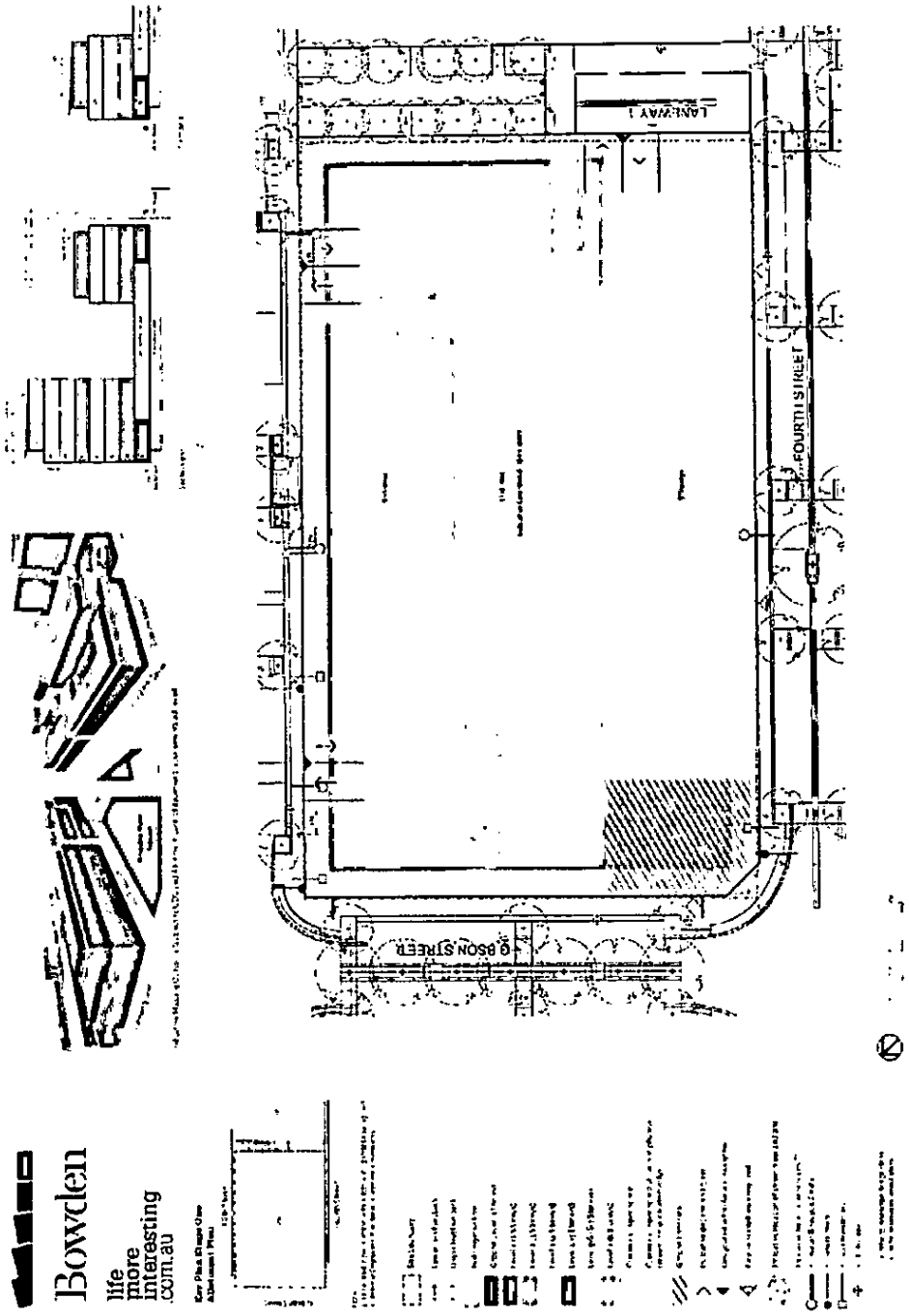
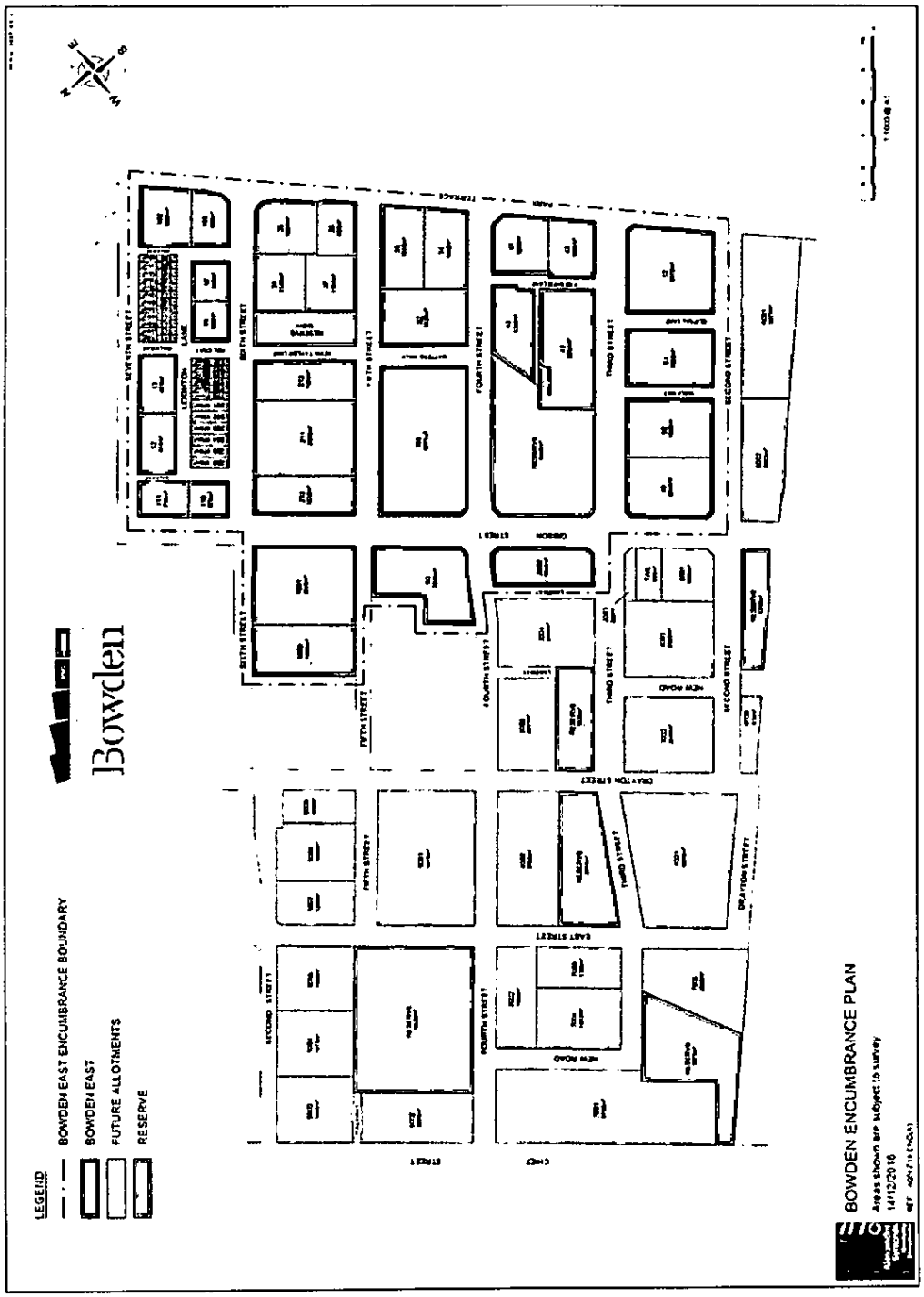
BY LAND SERVICES SA



ANNEXURE B

Development Zone



MINUTES
of the Annual General Meeting

of

Community Corporation 42152 Inc.
12 FIFTH STREET, BOWDEN

held

at Plant 4, 5 Third Street,
Bowden SA 5008

on Thursday, 24 March 2022 at 6:00 PM

PRESENT

In Person

Lot 3	Mr B A R Mills
Lot 4	Mr R & Mrs J L S Gardner
Lot 10	Mr S J Patterson & Ms S C Thelning
Lot 301	Dr A Birgden
Lot 306	A J Beilby
Lot 307	Z Liu
Lot 308	A J Drew
Lot 401	Mr S D Abel & Ms L N Gregory
Lot 404	Y Gao
Lot 405	A Orazova
Lot 502	Ms A Sari
Lot 604	Mr Y He

By Proxy

Lot 5	Bowden Stage 5 Pty Ltd (ACN 605 407 592) represented by proxy to Whittles
Lot 8	Bowden Stage 5 Pty Ltd (ACN 605 407 592) represented by proxy to Whittles
Lot 602	Bowden Stage 5 Pty Ltd (ACN 605 407 592) represented by proxy to Whittles
Lot 603	Bowden Stage 5 Pty Ltd (ACN 605 407 592) represented by proxy to Whittles

By Proxy with written voting instructions

Lot 2	Ms A C Boyle
Lot 6	S R MacRae & L MacRae
Lot 203	Mr R W Dunstan & Mrs B J Dunstan
Lot 303	W R & F M Stuchbery
Lot 304	Mr D A & Mrs M Lodge
Lot 406	Sandhill Enterprises Pty Ltd atf The MG Psarros Family Trust
Lot 407	Mr T Li
Lot 408	J A Travis
Lot 506	Mr R C Pengelley
Lot 507	Mr A M & Mrs R V Klee
Lot 508	Mr K J Bull

This is a copy of the Minutes of Community Corporation No 42152 Inc. referred to in the attached Certificate.

.....
Richard Gardner, Presiding Officer

In Attendance
Eric Breda and Donna Nowicki representing Whittles Body Corporate Management Pty Ltd

PROCEEDINGS

PRESIDING OFFICER
The Presiding Officer, Ms L Gegory, presided over the meeting.

It was resolved that the Corporation Manager was to assist by conducting the meeting.

Quorum
The Corporation Manager declared that a quorum was formed with 25 of the 47 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue. Those units for which owners *are un-financial have not been included in the quorum count*.

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

1. Acceptance of Minutes
In accordance with the provisions of Section 81(5)(b) of the Community Titles Act 1996, the minutes of the last Extraordinary General Meeting held on 20 May 2021 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.

MOTION CARRIED

2. Acceptance of Statement of Accounts
In accordance with the provisions of Section 81(5) (d) of the Community Titles Act 1996 (amended), the audited Statement of Accounts for the financial year ended from January 2021 to December 2021 which have been circulated to all members, was accepted.

MOTION CARRIED

3. Appointment of Manager
That the Corporation decide under Section 76(9) of the Community Titles Act 1996 to:

3.1 appoint Whittles Management Services Pty Ltd as its Manager to supply Services,

3.2 make the appointment for a Term of twelve(12) months, being from the January 2022 to December 2022 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,

3.3 authorise limited powers to Whittles Management Services Pty Ltd,

3.4 agree to pay Service Fees to Whittles Management Services Pty Ltd,

3.5 acknowledge the Disclosures by Whittles Management Services Pty Ltd, and

3.6 execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at whittles.com.au through your owner portal.

MOTION CARRIED

4. Election of Office Bearers and Committee

In accordance with Section 76(1) & 90 (1) of the Community Titles Act 1996, that the meeting appointed the following Office Bearers and Committee Members.

** Please note the By-Laws allow for a maximum of only seven (7) Committee Members **

Presiding Officer	Mr R Gardner	Lot 4
Secretary	Ms A Orazova	Lot 405
Treasurer	Mr B Mills	Lot 3
Member	Mr R Dunstan	Lot 203
Member	Mr T Li	Lot 407
Member	Ms L MacRae	Lot 6
Member	Mr A Klee	Lot 507

Ms L Gregory was thanked for her contribution to the Management Committee.

Limitations Imposed

The Body Corporate Manager advises that the Management Committee and Officers of the Corporation do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with Sections 91 to 99 of the Community Titles Act 1996. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be included with the Corporation's records.

MOTION CARRIED

5. Accredited Contractors

To ensure compliance with work health and safety requirements to protect both contractors and corporations, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that If the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Body Corporate Manager will only request quotations from,and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

6. Annual Compliance Register

The Work Health and Safety Act 2012, recognises that a Corporation's common property is a workplace, as such the Corporation is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Manager will review at the meeting all Corporation obligations and where necessary, update any compliance reports required to be held on file.

Items to be considered may include asbestos, fire systems, fire safety, sinking fund, balustrades, pool, lifts etc.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or Industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

7. Current Insurance Details

The Corporation's current policy details are as follows:

Underwriting Agency	CHU Underwriting Agencies Pty Ltd		
Underwriter	QBE Insurance (Australia) Ltd		
Broker	MGA Insurance Brokers		
Policy Number	HU0000021982		
Expiry Date	31/08/2022		
Building / Common Property Cover	$140,280,000	Excess	** See Notes Below
Legal Liability	$30,000,000	Excess	
Office Bearer's Liability	$5,000,000		
Catastrophe Cover	Not Held		
Flood Cover	Held - (As Per Policy)		
Machinery Breakdown	$100,000	Excess	$500
Appeal Expenses	$100,000		
Common Area Contents	$725,000		
Fidelity Guarantee	$300,000		
Government Audit Costs	$25,000		
Legal Defence Expenses	$50,000		
Loss of Rent/Temporary Accomm	$14,070,000		
Lot Owners Fixtures & Improvements (per lot)	$250,000		
Voluntary Workers	$200,000/$2,000		
Notes	Excess Standard $ 500 - Excess Unoccupancy $1,000. Other excesses payable are shown in the Policy Wording.		

8. Insurance Valuation

A comprehensive professional valuation for insurance purposes is to be performed in 2022 and will then be available for viewing at whittles.com.au through your owner portal.

9. Insurance Renewal

The Body Corporate Manager is to arrange quotes and/or renewal of the Corporation's insurance for a sum insured of 140,280,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available on request.

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

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

Contents Insurance

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

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

MOTION CARRIED

10. General Business

Sinking Fund Forecast

Available for viewing on the owners portal.

Window Cleaning

Quotes are being obtained for cleaning via boom lift and also the cost to install anchor points to allow for abseiling window cleaning. Once received the quotes will be sent to the management committee for consideration. Owners present expressed anger that that anchor points were not installed as part of the build and requested that the Management Committee issue a letter on behalf of the owners to Buildtec.

Engineering Report - Primary Corporation Committee Initiative

A builders warranty defect list will be prepared over the course of the year to submit to Buildtec for rectification within the 5 year warranty period.

Electricity

Cost of Electricity and if there is an option to look at costs or ability to change providers. L Gregory advised that discussions had confirmed that the Corporation was receiving a good discount however a discussion with Origin is to be arranged so that further negotiations can be had.

Solar Panels

Mr I Caon of On Gibson on behalf of the Primary Corporation is investigating a solar solution for the benefit of reducing the shared common electricity usage.

Flooding Issues

Owners were advised that the car park is not water proof and any items stored in the cages should be stored off the floor to prevent damage in the event of heavy rains.

Painting - bench and Flower Pot In the Foyer

The pot and plants - the committee are looking at costs - $460. Owners present discussed leasing prints and furniture to improve the feel of the lobby area abut raised concern over theft and damage.

Owners were advised that the Corporation's insurance will only cover items that are owned by the Corporation and any leased items would be the responsibility of the lessor. It was agreed that this would be refereed to the Management Committee for further discussion and consideration.

Security

Owners present expressed concern over a number of disturbances such as multiple intercom calls all hours of the night and numerous guests coming and going from one level in particular. Owners were advised that the doors to the building should not be opened to anyone not known to them and any suspicious behaviour should be reported to the police.

CCTV
Owner discussed adding additional CCTV cameras to the foyer, front and back doors and a quote will be obtained and forwarded to the management committee for consideration.

11. Motion - Lot 4 - Approval To Install Screen Door At (Front) The Apartment (Special Resolution)
That, the Body Corporate authorises the Owners of Apartment 4, 14 Fifth Street, Bowden, to install a Security Screen Door at the front of their apartment, in accordance with the written application , subject to the following conditions,

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owners must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owners must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the Security Screen Door will be borne by the Owners of that Lot and/or their successors.

21 - YES / 0 NO / 4 - ABSTAIN
MOTION CARRIED

In principal, Owners were in favour of providing a blanket approval to all ground floor apartments to install a security screen as approved above to ensure continuity.

12. Amendment To By-Laws
The Management Committee has recently reviewed the By Laws for CP 41975. The committee raised the concern that there are some issues that should be addressed in the By Laws.

The current By Laws do not address short term rental arrangements. The Management Committee considered that short term, Airbnb type holiday rentals have the potential to cause significant noise and disruption for permanent occupiers, as well as the definite risk of such holiday renters causing damage to corporation property and possibly losing Fobs and keys which is a security issue. Some residents have expressed concern about their safety and the security of the building by allowing 'non-residents' (short stays) into the building. And there have been an instance of an event held in the courtyard.

Concerns had also been raised regarding the use of carparks by persons who are not owners or occupiers of apartments in the group. The Management Committee want to ensure that only residents (owners or tenants) have a fob which accesses the building, due to the large number of thefts which have occurred from the basement.

It was noted that a by law prohibiting smoking on the Common Property should also be extended to prohibit the smoking of e-cigarettes and vaping devices.

Amendments to the By Laws to address the above concerns have been drafted and these have been considered by the Management Committee. The Management Committee is satisfied that the amendments will provide for better management of issues relating to holiday rentals, the use of carparks and the smoking of e-cigarettes and vaping devices. The amendments to the By Laws are set out in the Notice of Motion below.

The current Corporation's By-laws can be viewed on Whittles Owner Portal online - whittles.com.au

Notice of Motions - 13, 14 15 & 16

The following Notice of Motion is hereby given:

That Community Corporation No. 42152 Inc. resolves by special resolution as required by Section 39(1) of the Community Titles Act, 1996 to amend the By Laws by making the following amendments.

13. Motion - Restrictions On Parking (Special Resolution)

By deleting the current By Law 9.2 in its entirety and replacing it with the following and all subsequent by laws are renumbered accordingly:

"9.2 An owner or occupier of a Lot or their invitees or agents must not park or stand a motor vehicle on any part of the Community Parcel on which the parking or standing of a motor vehicle is not authorised by the Community Corporation or the Primary Community Corporation.

9.3 The Owner or Occupier of a Lot which contains a Lot Subsidiary Carpark shall not under any circumstances allow the carpark subsidiary to be used by any person other than the Owner or Occupier of the Lot that the carpark is a Subsidiary of, or the Owner or Occupier of another Lot in the Community Parcel.

9.4 Nothing in this By Law shall prevent The Owner or Occupier of a Lot which contains a Lot Subsidiary Carpark from allowing such carpark subsidiary to be used by any invitee an Owner or Occupier as a visitor carpark for a maximum time limit of four (4) hours."

9.5 The Community Corporation or the Primary Community Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon it have the power to issue fines in accordance with the Act and to pass on to the owner of the vehicle parked or standing in contravention of these By-Laws any cost or associated costs with non-compliance including but not limited to alarm call out fees."

17 - YES / 3 - NO / 5 - ABSTAIN
MOTION CARRIED

14. Motion - Common Property - Inclusion of e-Cigarettes and Vaping Devices (Special Resolution)

By Law 15.7 is amended by deleting By Law 15.7(e) in its entirety and replacing it with the following and by re-numbering all subsequent subparagraphs of By Law 15.7 accordingly:

"15.7 (e) smoking, which includes the smoking of e-cigarettes or any vaping activity;

(f) the consumption of alcohol;

(g) camping or sleeping overnight or rummaging through waste receptacles.

(h) washing servicing or repair of any vehicle unless such repair is urgent and of a minor nature (eg attendance by a motoring organisation);

(i) using any offensive language;

(j)wearing clothing or being clad in a manner which is deemed to be inappropriate."

19 - YES / 2 - NO / 4 - ABSTAIN
MOTION CARRIED

15. Motion - Permitted Use (Special Resolution)

The following is to be included as By Law 18.3:

"18.3 A Lot Owner or Occupier must not lease a Lot or part thereof or grant a right of occupation in respect of a Lot or part thereof for valuable consideration for a period of less than two months."

12 - YES / 4 - NO / 9- ABSTAIN
MOTION CARRIED

16. Motion - Execution of Documents And All Costs (Special Resolution)

That the Presiding Officer and/or the Secretary be authorised to execute all and any documents as may be required to deposit the above amendments to the By Laws in the Lands Titles Office.

That all costs associated with the amendments, including all government fees and charges and all consultants' fees is paid in all things by the Lot owners.

18 - YES / 0 - NO / 7 - ABSTAIN
MOTION CARRIED

17. Administrative Fund Budget

In accordance with Section 81(5)(d) (iii) of the Community Titles Act 1996, the attached Administrative Fund budget was approved and adopted.

This budget is a decrease from the previous budget with total proposed contributions of $121,000 for the financial year ending December 2022.

Contributions will be raised in accordance with Lot Entitlement Values.

MOTION CARRIED

18. Sinking Fund Budget

In accordance with Section 116 of the Community Titles Act 1996, the attached Sinking Fund budget was approved and adopted.

This budget is an increase from the previous budget with total proposed contributions of $10,000 for the financial year ending December 2022.

Contributions will be raised in accordance with Lot Entitlement Values.

MOTION CARRIED

19. Audit of Annual Financial Statement - Combined With The Primary CCT41974 Inc.

In accordance with Part 13, Division 2 of the Community Titles Act 1996, the Corporation is obligated to carry out an independent audit of the Corporation's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed with costs to be paid by the Primary CCT41974 Inc.

MOTION CARRIED

20. Insufficient Funds Special Levy Authority

The Corporation RESOLVE should there be insufficient funds in the Administration Account of the Corporation to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Corporation to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a Special Levy to meet the shortfall required to ensure payment of the relevant expense PROVIDED THAT the amount of the Special Levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of $14,000 ("the Maximum Levy Amount").

If the Maximum Levy Amount is insufficient to meet the relevant expense or expenses, then any additional Special Levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.

MOTION CARRIED

21. Interest Charged on Overdue Contributions/Levies

In accordance with the provisions of Section 114 (4) of the Community Titles Act 1996, the Corporation will apply arrears interest of 15% per annum, calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

MOTION CARRIED

22. Recovery of Overdue Contributions/Levies

In accordance with Section 114 (7) of the Community Titles Act 1996, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of Community Corporation 42152 Inc. when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred

Whittles charge the debtor for the issue of a First Arrears Notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. (30 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

MOTION CARRIED

23. Electronic Communication

With the increasing cost of mail and delays through the Australia Post system, the Committee recommends that owners elect to receive all communication via email (this includes correspondence and contribution notices).

NEXT ANNUAL GENERAL MEETING

There was general agreement that next year's meeting should be held on a date to be determined.

CLOSURE

The meeting closed at 7.50 p.m.

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

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

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

BUDGET

COMMUNITY CORP.42152 INC
12 FIFTH STREET, BOWDEN

Year ending December 2022

ADMINISTRATION FUND

	Jan-Mar 22	Apr-Jun 22	Jul-Sept 22	Oct-Dec 22	Annual Total
INCOME					
Contributions	*32,500.00*	*32,500.00*	*28,000.00*	*28,000.00*	***$121,000.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-8,558.18*	*-0.00*	*-0.00*	*-0.00*	***-$8,558.18***
Total	***23,941.82***	***32,500.00***	***28,000.00***	***28,000.00***	***$112,441.82***
EXPENDITURE					
Air conditioning	*375.00*	*375.00*	*375.00*	*375.00*	***$1,500.00***
Cleaning	*6,435.00*	*6,435.00*	*6,435.00*	*6,435.00*	***$25,740.00***
Common property	*500.00*	*500.00*	*500.00*	*500.00*	***$2,000.00***
Electrical	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Fire systems	*1,250.00*	*1,250.00*	*1,250.00*	*1,250.00*	***$5,000.00***
Lift	*1,400.00*	*1,400.00*	*1,400.00*	*1,400.00*	***$5,600.00***
Management - Additional services fee	*75.00*	*75.00*	*75.00*	*75.00*	***$300.00***
Management - Agreed services	*2,350.00*	*2,350.00*	*2,350.00*	*2,350.00*	***$9,400.00***
Management - Asset maintenance services	*196.50*	*196.50*	*196.50*	*196.50*	***$786.00***
Management - Disbursement fees & service	*728.50*	*728.50*	*728.50*	*728.50*	***$2,914.00***
Plumbing	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Primary Plan contribution	*10,357.00*	*10,500.00*	*10,500.00*	*10,500.00*	***$41,857.00***
Rubbish	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Security	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Security doors	*200.00*	*200.00*	*200.00*	*200.00*	***$800.00***
Software and Data	*162.50*	*162.50*	*162.50*	*162.50*	***$650.00***
Taxation - Accountants fee	*0.00*	*0.00*	*0.00*	*275.00*	***$275.00***
Taxation - BAS Return	*250.00*	*250.00*	*250.00*	*250.00*	***$1,000.00***
Transfer - To Sinking fund	*30,000.00*	*0.00*	*0.00*	*0.00*	***$30,000.00***
Utilities - Water	*2,000.00*	*2,000.00*	*2,000.00*	*2,000.00*	***$8,000.00***
Venue hire	*272.73*	*0.00*	*0.00*	*0.00*	***$272.73***
Total	***57,427.23***	***27,297.50***	***27,297.50***	***27,572.50***	***$139,594.73***

SINKING FUND

	Jan-Mar 22	Apr-Jun 22	Jul-Sept 22	Oct-Dec 22	Annual Total
INCOME					
Contributions	*250.00*	*250.00*	*4,750.00*	*4,750.00*	***$10,000.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-64.54*	*-0.00*	*-0.00*	*-0.00*	***-$64.54***
Transfer - From Administration fund	*30,000.00*	*0.00*	*0.00*	*0.00*	***$30,000.00***
Total	***30,185.46***	***250.00***	***4,750.00***	***4,750.00***	***$39,935.46***
EXPENDITURE					
Common property	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Reports - Sinking fund analysis	*0.00*	*2,070.00*	*0.00*	*0.00*	***$2,070.00***
Total	***0.00***	***2,070.00***	***0.00***	***0.00***	***$2,070.00***

CASH FLOW SUMMARY

	Jan-Mar 22	Apr-Jun 22	Jul-Sept 22	Oct-Dec 22	Annual Total
ADMINISTRATION FUND					
Opening Balance	*43,043.49*	*9,558.08*	*14,760.58*	*15,463.08*	***$43,043.49***
Add: Contributions	*32,500.00*	*32,500.00*	*28,000.00*	*28,000.00*	***$121,000.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*8,558.18*	*0.00*	*0.00*	*0.00*	***$8,558.18***
Minus: Expenditures	*57,427.23*	*27,297.50*	*27,297.50*	*27,572.50*	***$139,594.73***
CLOSING BALANCE	*9,558.08*	*14,760.58*	*15,463.08*	*15,890.58*	***$15,890.58***
SINKING FUND					
Opening Balance	*4,557.27*	*34,742.73*	*32,922.73*	*37,672.73*	***$4,557.27***
Add: Contributions	*250.00*	*250.00*	*4,750.00*	*4,750.00*	***$10,000.00***
Add: Transfer - From Administration fund	*30,000.00*	*0.00*	*0.00*	*0.00*	***$30,000.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*64.54*	*0.00*	*0.00*	*0.00*	***$64.54***
Minus: Expenditures	*0.00*	*2,070.00*	*0.00*	*0.00*	***$2,070.00***
CLOSING BALANCE	*34,742.73*	*32,922.73*	*37,672.73*	*42,422.73*	***$42,422.73***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 47

Lot Number	— Effective from 15/07/22 — LEV	ADMIN Fund	ADMIN Fund (incl. GST)	— Effective from 15/07/22 — LEV	SINKING Fund	SINKING Fund (incl. GST)
10	152	425.60	**$468**	152	72.20	**$79**
205	159	445.20	**$490**	159	75.52	**$83**
305	161	450.80	**$496**	161	76.47	**$84**
405	163	456.40	**$502**	163	77.42	**$85**
3, 7, 505	165	462.00	**$508**	165	78.37	**$86**
508	172	481.60	**$530**	172	81.70	**$90**
202	189	529.20	**$582**	189	89.77	**$99**
11, 302	191	534.80	**$588**	191	90.72	**$100**
208, 402	193	540.40	**$594**	193	91.67	**$101**
203, 204, 308, 502	196	548.80	**$604**	196	93.10	**$102**
201, 408, 506, 507	198	554.40	**$610**	198	94.05	**$103**
301	200	560.00	**$616**	200	95.00	**$105**
401	202	565.60	**$622**	202	95.95	**$106**
501	204	571.20	**$628**	204	96.90	**$107**
9, 303, 304	209	585.20	**$644**	209	99.27	**$109**
403, 404	211	590.80	**$650**	211	100.22	**$110**
206, 207, 503, 504	213	596.40	**$656**	213	101.17	**$111**
306, 307	215	602.00	**$662**	215	102.12	**$112**
406, 407	217	607.60	**$668**	217	103.07	**$113**
2	250	700.00	**$770**	250	118.75	**$131**
1, 5, 8	252	705.60	**$776**	252	119.70	**$132**
602	280	784.00	**$862**	280	133.00	**$146**
603	283	792.40	**$872**	283	134.42	**$148**
4, 6	298	834.40	**$918**	298	141.55	**$156**
601	302	845.60	**$930**	302	143.45	**$158**
604	327	915.60	**$1,007**	327	155.32	**$171**
QUARTERLY TOTAL		*$28,000.00*	***$30,799.00***		*$4,749.87*	***$5,221.00***

FORM LF1 (Version 2)
GUIDANCE NOTES AVAILABLE

Orig. LF 13346723

11:27 04-Aug-2020
2 of 3

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
2	LF

AGENT CODE

LODGED BY: FIJE37

CORRECTION TO: FIJE37

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1.....

2.....

3.....

4.....

5.....

PICK-UP NO.	
CP	42152

CORRECTION	PASSED
	MM

FILED 6/8/2020

Mark McNeil PRO

REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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THE LANDS TITLE OFFICE

SECONDARY SCHEME DESCRIPTION

COMMUNITY PLAN No. 42152

Lot 2 in C41974, Bowden SA 5007

Secondary Scheme

Contents

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3. Nature of Proposed Development 3

4. Purpose for Which the Lots and Common Property May Be Used 3

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1. Definitions

1.1 The following terms have the following meanings:

Act means *Community Titles Act 1996*.

Common Property means the secondary common property created by the Community Plan.

Community Plan means Community Plan No. 42152.

Corporation means Community Corporation No. 42152 Inc. constituted in accordance with Part 9 of the Act.

Developer means Bowden Stage 5 Pty Ltd (ACN 605 407 592).

Encumbrance means the encumbrance to be registered against each residential community lot in favour of the Encumbrancee.

Encumbrancee means Urban Renewal Authority and its successors and assigns.

Lot or **lot** has the meaning given to it in the Act.

Lot Subsidiary has the meaning given to it in the Act.

Primary Corporation means primary community corporation No. 41974 Inc.

1.2 Words used in this document which are not defined in this document but are defined in the Act have the meanings given to them in the Act.

2. Description of Land Developed Under The Scheme

The land developed under the scheme is primary Lot 2 in primary community plan No. C41974.

3. Nature of Development

The scheme is a secondary scheme creating 47 residential strata Lots (being Lots 1 – 11, 201 – 208, 301 – 308, 401 – 408, 501 – 508, 601 – 604), Lot Subsidiaries and the Common Property.

4. Purpose for Which the Lots and Common Property May Be Used

4.1 **Lots**

The lots shall be used for residential purposes.

4.2 **Common Property**

The Common Property will include:

(a) all building structures on or above ground level including external facades;

(b) foyer, lifts, stairs, passageways;

(c) roofs;

(d) service infrastructure including, without limitation, water meters, fire hydrant boosters, fire ring mains, internet cabling, electricity cabling; lighting fixtures;

(e) water, sewerage and stormwater services.

4.3 **Restrictions on use**

(a) The Common Property may not be used for the development of any dwelling, storage shed, garage or carport (other than bicycle and other storage areas approved by the Encumbrancee).

(b) Any development of the Common Property must be first approved by the Encumbrancee in writing as if the Common Property was subject to the Encumbrance.

(c) Each secondary community Lot must be used in a manner consistent with the Encumbrance.

(d) Clauses 4.3(a), (b) and (c) cannot be varied without the prior written consent of the Encumbrancee.

5. Standard of Buildings and Other Improvements

5.1 The development of the Lots and the Common Property has taken place in accordance with the approvals attached to this Scheme Description and all other statutory and other approvals obtained under the Development Act 1993.

5.2 The standard of the work and materials is of a fair average standard or such higher standard as the Developer has determined.

6. Staging of Development

This secondary scheme is not a staged development.

7. Obligation to Develop Community Lots

The Developer has completed the proposed development in accordance with this Scheme Description and the planning approvals attached (as extended or amended by the relevant planning authorities).

8. Developer's Obligations to Improve or Develop The Common Property

Without limiting clause 7, the Developer has completed the development of the Common Property in accordance with this Scheme Description and the planning approvals attached (as extended or amended by the relevant planning authorities).

9. Other Important Features of Scheme

9.1 The following embedded networks have been installed in the Common Property:

(a) an embedded power network (**EPN**) has been installed in respect of the supply of electricity which at the date of deposit of the Community Plan will be managed by and include equipment owned by Origin Energy Electricity Limited (ABN 33 071 052 287) (**Provider**) under an agreement with the Corporation and the Primary Corporation;

(b) an embedded gas network (**EGN**) has been installed in respect of the supply of gas which at the date of deposit of the Community Plan will be managed by and include equipment owned by the Provider under an agreement with the Corporation and the Primary Corporation;

(c) an embedded hot water network (**EHWN**) has been installed in respect of the supply of hot water which at the date of deposit of the Community Plan will be managed by and include equipment owned by the Provider under an agreement with the Corporation and the Primary Corporation.

9.2 Under the Provider's agreements with the Corporation and the Primary Corporation, the Provider will:

(a) supply electricity through the EPN to the Corporation and the Primary Corporation; and

(b) be entitled to offer to supply electricity through the EPN to the owners and occupiers of the Lots in the Community Plan; and

(c) supply gas through the EGN and hot water through the EHWN and be entitled to impose a charge in relation to:

(i) the heating of hot water used by the Corporation and the Primary Corporation;

(ii) the heating of hot water used by owners and occupiers of the Lots in the Community Plan;

(iii) the gas used by the Corporation and the Primary Corporation;

(iv) the gas used by the owners and occupiers of the Lots in the Community Plan.

10. Conditions of Approval

Conditions of approval are attached.

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THE LANDS TITLE OFFICE

11. Other Information Required By the Regulations

No other information is required by the regulations.

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ENDORSEMENT BY STATE COMMISSION ASSESSMENT PANEL PURSUANT TO THE DEVELOPMENT REGULATIONS 2008

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: ..... delegation R61
for State Commission Assessment Panel

Name: TROY FOUNTAIN 17.7.2020

Address: LEVEL 5/ 50 FLINDERS ST / ADELAIDE

Witness (Signed): .....

Witness (Name): BEN WILLIAMS

Date: 17/7/20

Certificate as to preparation of Scheme Description

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

.....
Signature

STEPHEN LONDRAM
Name

DENTONS, LEVEL 1, 19 GOUGER STREET, ADELAIDE 5000
Address

4/8/20
Date

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THE LANDS TITLE OFFICE

DEVELOPMENT APPROVAL

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Ben Williams
Telephone: 7109 7023
KNET Reference: 2020/06150/01

Development Number:
252/C069/20
Council Reference:
252/0702/20

FOR DEVELOPMENT APPLICATION

DATED: 10 March 2020
REGISTERED ON: 10 March 2020

TO: Bowden Stage 5 Pty Ltd
C/- Alexander Symonds Pty Ltd
PO Box 1000
KENT TOWN SA 5071
EMAIL: planning@alexander.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	Title Reference
F2 C41974	Fifth Street	Bowden	Yatala	CT 6232/140

NATURE OF PROPOSED DEVELOPMENT: Community Title land division - 1 allotment into 47

From: **STATE COMMISSION ASSESSMENT PANEL**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	Yes	ONE (1)		
Land Division	Yes	TWO (2)		
DEVELOPMENT APPROVAL	**Granted**	**THREE (3)**		

Any conditions imposed are set out on the attached sheet.

Brianna Fyffe
SENIOR PLANNING OFFICER
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Decision: 28 May 2020
1 Sheet Attached

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

DEVELOPMENT APPLICATION – 252/C069/20

PLANNING CONDITIONS:

1. The development granted Development Approval shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below (if any).

   Reason for condition: to ensure the development is constructed in accordance with endorsed plans and application details.

LAND DIVISION REQUIREMENTS:

2. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, shall be met. (SA Water H0096223)

   Reason for condition: to ensure the appropriate water and sewerage services requirements are met.

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

   Reason for condition: to ensure the land division requirements are met.

ADVISORY NOTES:

a) The development must be substantially commenced or application for certificate made within 12 months of the date of the operative authorisation, unless this period has been extended by the SCAP.

b) The authorisation will lapse if not commenced within 12 months of the date of operative authorisation.

c) The applicant is also advised that the final land division certificate must be obtained from the SCAP to complete the development within 3 years of the date of the Notification unless this period is extended by the SCAP.

d) The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

e) Potential purchasers – SA Water Corporation further advise that the development should inform potential purchasers of the community lots in regards to the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at FULL cost to the owner/applicant.

f) An investigation will be carried out to determine if the connection/s to your development will be costed as standard or non-standard.

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

72 Woodville Road, Woodville
South Australia 5011
PO Box 1, Woodville SA 5011

T 08 8408 1111
F 08 8408 1122
charlessturt.sa.gov.au

11 July 2018

Hames Sharley (Sa) Pty Ltd
Level 15 / 19 Grenfell Street
ADELAIDE SA 5000

Dear Sir/Madam

Development Application No	252/0040/17
Applicant	Hames Sharley (Sa) Pty Ltd
Proposal	To construct a mixed-use development comprising four buildings accommodating a total of 228 residential apartments, 344m2 of ground level retail floorspace, two basement levels of car parking and landscaping (staged construction) –**Stage 1: Substructure (all buildings),** Stage 2: Superstructure (On Lane, On Fifth, On Park East), Stage 3: Final Documentation (On Lane, On Fifth, On Park East), Stage 4: Superstructure (On Gibson, On Park West), Stage 5: Final Documentation (On Gibson, On Park West)
Address	Lot 300 Fifth Street BOWDEN SA 5007
Legal Description	Lot 300 DP 110155 Vol 6165 Fol 579
Additional Properties	No related Properties
Additional Legal Descriptions	No related Land

I refer to your recent application and advise that Council has made a decision.

The Decision Notification Form outlining the decision and any conditions (where applicable) is attached. Please ensure you read all pages of the Decision Notification Form including the conditions of approval.

Please note you may also require other approvals and clearances under other relevant legislation before commencing the development. In particular you are also advised to contact SA Power Networks regarding the location of public and private electricity supply lines in relation to your proposal.

You are reminded that Section 86(1)(a) of the Development Act 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, within ***two months*** after receipt of this notice (Section 86(4) of the Act).

Please note any appeal has to be lodged ***with the Court and not with the Council.***

(Our Ref: 252/0040/17)

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Council will not act as a representative for other parties before the Court and Council Officers can only provide preliminary advice regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.

For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0300.

To assist us in our service delivery, please click on the following link or type the URL into your web browser to complete the Development Application Customer Feedback Survey – https://www.surveymonkey.com/s/BKGJC9C.

Should you require any clarification regarding this matter, please contact me on 8408 1293.

Yours faithfully

John Tarasiuk
Development Officer (Senior Planner)

JT:NB

Enclosure

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Decision Notification Form

Development Application Number
252/0040/17

To: Hames Sharley (Sa) Pty Ltd
Level 15 / 19 Grenfell Street
ADELAIDE SA 5000

For Development Application
Dated: 24/11/2016
Registered: 06/01/2017
DAC Reference: 252/L007/17

Location of Proposed Development: Lot 300 Fifth Street BOWDEN SA 5007
Lot 300 DP 110155 Vol 6165 Fol 579

Additional Properties: No related Properties
No related Land

Nature of Proposed Development: To construct a mixed-use development comprising four buildings accommodating a total of 228 residential apartments, 344m2 of ground level retail floorspace, two basement levels of car parking and landscaping (staged construction) –Stage 1: Substructure (all buildings), Stage 2: Superstructure (On Lane, On Fifth, On Park East), Stage 3: Final Documentation (On Lane, On Fifth, On Park East), Stage 4: Superstructure (On Gibson, On Park West), STage 5: Final Documentation (On Gibson, On Park West)

Building Classification: Class 2
Class 7

In respect of this proposed development you are informed that:

Nature of Decision	Decision	Number of Conditions	Decision Date
Development Plan Consent	Granted	13	14/07/2017
Land Division			
Building Rules Consent – granted by Andrew Cialini/BuildSurv – Stage 1 only	Granted	Nil	27/06/2018
Public Space			
Other			
Development Approval – Stage 1 only	Granted	13	11/07/2018

(Our Ref: 252/0040/17)
City of Charles Sturt 72 Woodville Road, Woodville, South Australia 5011 T 08 8408 1111 F 08 8408 1122 www.charlessturt.sa.gov.au

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☐ State Commission Assessment Panel or delegate

☑ Council Chief Executive or delegate

☑ Sheets attached



Signed:

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Development Plan Consent for 252/0040/17

A. That pursuant to Section 35 (2) of the Development Act, 1993, the proposal is not seriously at variance with the relevant provisions of the Charles Sturt (City) Development Plan.

B. That pursuant to Section 33 of the Development Act, 1993, Development Application Number 252/0040/17 be **GRANTED** Development Plan Consent subject to the following conditions:

Development Assessment Commission Conditions

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans as submitted in development application number 252/L007/17 (Council Ref.252/0040/17) including:

Architectural Plans

- Plan set prepared by Hames Sharley dated November 2016

- **Reports / Correspondence**
- Planning Report prepared by Ekistics, dated 21 November 2016
- Traffic and Parking Assessment prepared by GTA, dated 18 October, 2016
- Waste Management Plan prepared by Rawtec, dated October, 2016
- Acoustic Report prepared by Resonate, dated 19 October, 2016
- Stormwater management report prepared by PT Design dated 5 October, 2016
- ESD Intent Report prepared by D^2, dated 28 October, 2016

- **Additional information and reports**
- Correspondence from Ekistics dated 1 May, 2017
- Correspondence from GTA dated 19 April, 2017
- Correspondence from Rawtec dated 1 May, 2017

2. The applicant shall demonstrate, to the reasonable satisfaction of the Commission, prior to the commencement of superstructure works that the preliminary acoustic design recommendations of the Resonate Acoustic Services report dated 19 October, 2016 have been incorporated into the detailed design of the proposal or that the appropriate noise levels, as identified within the report, have otherwise been achieved.

3. Details of the onsite capture and reuse of stormwater within the development shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

4. An updated waste management plan shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works. The plan shall consider and outline the following matters:

- On street waste collection locations;
- Size and areas of each waste room demonstrating that they are capable of accommodating the required waste bins and circulation space (minimum of 1.25m wide access path clear of any obstruction); and
- Inclusion of a resident handbook that outlines the roles and responsibilities of individuals, households, the property manager, and collection contractors to effectively and safely manage the waste and resource recovery system.

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5. Eight (8) car parks within the basement shall be reserved and made available for the use of the retail tenancies at all times.

6. Final details of the width of the access to Fifth Street and associated line marking adjacent to the property boundary shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

7. The proposed car parking layout, vehicular entry points and manoeuvring areas shall be designed and constructed to conform to the Australian Standard 2890.1:2004 (including clearance to columns and space requirements at the end of blind aisles) for Off-Street Parking Facilities; Australian Standard 2890.6-2009 Parking facilities - Off street commercial vehicle facilities and designed to conform with Australian Standard 2890.6:2009 for Off Street Parking for people with disabilities.

8. The on-site Bicycle Parking facilities shall be designed in accordance with Australian Standard 2890.3-1993 and the AUSTROADS, Guide to Traffic Engineering Practice Part 14 - Bicycles.

9. Mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed:50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) at the most affected residence when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.

10. There shall be no air conditioning, extraction plant or ducting located on the apartment balconies, for any of the buildings associated with this development. Details of any air conditioning plant located on the other exterior locations of the building shall be submitted to the reasonable satisfaction of the Development Assessment Commission.

11. A Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards - including the EPA publication "Environmental Management of On-site Remediation" - to minimise environmental harm and disturbance during construction. The CEMP must incorporate, without being limited to, the following matters:

- air quality, including odour and dust
- surface water including erosion and sediment control
- soils, including fill importation, stockpile management and prevention of soil contamination
- groundwater, including prevention of groundwater contamination
- noise
- occupational health and safety

For further information relating to what Site Contamination is, refer to the
EPA Guideline: *'Site Contamination - what is site contamination?'*:
www.epa.sa.gov.au/pdfs/guide_sc_what.pdf <http://www.epa.sa.gov.au/pdfs/guide_sc_what.pdf>

12. All stormwater design and construction shall be in accordance with Australian/New Zealand Standards, AS/NZS 3500-2003 and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

Development Assessment Commission Conditions

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans as submitted in development application number 252/L007/17 (Council Ref.252/0040/17) including:

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For further information relating to what Site Contamination is, refer to the EPA Guideline: *'Site Contamination - what is site contamination?'*: www.epa.sa.gov.au/pdfs/guide_sc_what.pdf <http://www.epa.sa.gov.au/pdfs/guide_sc_what.pdf>

12. All stormwater design and construction shall be in accordance with Australian/New Zealand Standards, AS/NZS 3500-2003 and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

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Development Assessment Commission Conditions

PLANNING CONDITIONS

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans as submitted in development application number 252/L007/17 (Council Ref. 252/0040/17) including:

Architectural Plans
DAC Presentation Plan set prepared by Hames Sharley dated July 2017 including:

- Master Plan
- Staging Plan
- Basement Level 01
- Basement Level 02
- Site Plan
- Ground Floor Plan
- Level 01 Floor Plan
- Level 02 Floor Plan
- Level 03 Floor Plan
- Level 04 Floor Plan
- Level 05 Floor Plan
- Level 06 Floor Plan
- Level 07 Floor Plan
- Level 08 Floor Plan
- Level 09 Floor Plan
- Roof Plan
- Fourth Street Elevations
- Fifth Street Elevations
- Gibson Street and Laneway Elevations
- On The Park Elevations x 2
- On Fifth Elevations
- On Gibson Elevations
- On The Lane Elevations
- Section 1
- Section 2
- Landscape Strategy prepared by Oxigen

Reports / Correspondence

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- Acoustic Report prepared by Resonate, dated 19 October, 2016
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Additional information and reports

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   - the required waste bins and circulation space (minimum of 1.25m wide access path clear of
   - any obstruction); and
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13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

Building Rules Consent for 252/0040/17

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Nil Conditions

Building Rules Consent Obligations for 252/0040/17

1. **Builder's Written Statement**

   When the approved work is completed, a written statement from a licensed building work contractor who was responsible for either undertaking or supervising the work must be submitted to the Council before the building is occupied. If there is no such contractor the statement must be issued by a registered building

work supervisor, or holder of prescribed qualifications pursuant to Regulation 87 of the Development Regulations.

Any such statement must as a minimum declare:

a. that the notifications required under Section 59 of the Act have been given in accordance with the requirements of that section and these regulations; and

b. that the building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules (disregarding any variation of a minor nature which has no adverse effect on the structural soundness or safety of the building, or any variation undertaken with the written consent of the relevant authority).

Your failure to comply with this requirement of the Development Act and Regulations is an offence and you may be prosecuted.

Reason: To comply with Section 59 of the Development Act and Regulations 83, 83A and 83AB

2. **Mandatory Notification of Construction Stages for Class 2 to 9 Buildings**

At least one business day's notice must be given to Council prior to the intended completion of the following stages of building work:

a. commencement of building works.

b. after the placement of steel reinforcement in footings, suspended floors, stair cases, columns, basements and prior to the commencement of concrete placement.

c. after the placement of the starter bars along the external footings of the building to connect the precast concrete wall panels to the footings. (Refer to Building Advisory Notice - 13/14 - Specification C 1-11 of the Building Code).

d. in relation Class 2, 3 or 9 buildings consisting of two or more storeys or a Class 5, 6, 7 or 8 buildings of three or more storeys where work involves the use of a designated building product consisting of a metal panel or lining formed with an aluminium, or similar thin metal sheet material, with any type of core material:
   - the intended date of commencement of the installation of a designated building product.
   - the person who gives the notice must, within 1 business day after the notice is given, provide to the council a duly completed prescribed supervisor's checklist relating to the installation of the designated building product, signed by a registered building work supervisor (within the meaning of the Building Work Contractors Act 1995).

e. after the completion of any masonry work or any fire wall separating tenancies or

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dwellings (where applicable).

f. after the completion of the building work.

All building work shall cease for a period of 24 hours from when any one of the above notifications has been given. Work may resume after the 24 hour period unless a direction indicating otherwise is issued by Council.

g. at least one business day's notice of the completion of wall or roof framing and before any lining or cladding is installed.

In regard to roof framing:

- The Building Work Supervisor's checklist must be received by Council within 1 day of this notification.
- The roof framing must not be concealed for a period of 2 clear business days from when notification of completion of roof framing has been received by Council. The roof framing may be concealed after the 2 clear business days unless a direction indicating otherwise is issued by Council.

Please note: A person who fails to give notification of any one of these stages or conceals the wall and roof framing within two clear business days from notification is guilty of an offence and may be liable to pay an expiation fee of $500 or be liable to a maximum penalty of $10000.

Where the above stages are to be undertaken intermediately the requirement to notify applies to each of the intermediate stages also.

Notifications can be submitted by phoning Council on 8408 1111, emailing buildinginspections@charlessturt.sa.gov.au or online via Council's website.

Notes

1. The Building Rules Consent forming part of this Development Approval has been granted by a private certifier. As such Council does not accept any responsibility for the assessment of this application in accordance with the Building Rules. Any queries regarding the said Building Rules assessment must be directed to the private certifier.

2. Any subsequent amendments proposed for the Building Rules Consent must be lodged with the relevant private certifier and where approved, forwarded to Council. Where any such amendment is not consistent with the Development Plan Consent, an application to vary this Development Approval may be required.

3. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the relevant authority.

   You are also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the relevant authority.

   You will require fresh Consents and Development Approval before commencing or continuing the development if you are unable to satisfy these requirements.

To ensure your development can now proceed without unnecessary delays please ensure the matters outlined below are properly managed.

The following information outlines **your obligations** in relation to appropriately managing noise, dust and works effecting adjoining land (both private and public).

Driveway Crossovers

- You are advised that under the Local Government Act 1999 construction of any footpath, kerb, gutter or crossover on Council land will require a permit from Council's Engineering Strategy and Assets Department. It is illegal to undertake work on Council land without permission. Please contact Council on 8408 1111 or refer to our website http://www.charlessturt.sa.gov.au/WorksonPublicRoad for Council standards.

Council Verges

- Please note that Council does not have funds to reinstate/landscape the verge at the completion of building work where this is the responsibility of the owner.
- Any proposed landscaping on Council's verge requires Council's permission via a permit application. Please contact Council on 8408 1111 or refer to our website http://www.charlessturt.sa.gov.au/WorkonCouncilProperty for relevant information.

Common boundary

- When removing fences that are on the common boundary with your neighbour you must give your neighbour 28 days' notice in writing that you intend to remove the dividing fence. Where the neighbour has a pool, particular care must be taken to ensure the pool is not left exposed, if temporary fencing is installed the temporary fence must comply with AS 1926.1 – Swimming pool safety. We recommend that you consider the Fences and the Law booklet available on line and follow the processes outlined in the booklet.
- Where it is intended to erect external walls on the boundary the face of the external wall must be on the boundary. Further, barge boards, capping tiles or other fixtures on the boundary wall must not encroach upon the land of the adjoining owner. Existing fence lines may not be the true legal boundary. To avoid violation of neighbour's rights, the onus of proof of the boundary line rests with the owner of the land where the work is undertaken. This will necessitate a survey being carried out by a licensed surveyor to identify the true location of the boundary and proposed footing on the ground. You will need the neighbour's written approval to enter their land to carry out any construction.

Neighbours

- Construction within an established neighbourhood can be a stressful time for existing residents. You are urged to take all necessary precautions to ensure adjoining properties are not damaged or residents unreasonably impacted. In the interests of good neighbourliness you may wish to consider providing your contact details to all adjoining property owners inviting them to contact you should there be any concerns during the construction process.

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Asbestos

- If there is asbestos material in or on the building or fencing to be demolished there are specific requirements for the method of removal and disposal of asbestos. The removal of asbestos over 10 square metres in area must be carried out by a licensed asbestos removal contractor in accordance with Safe Work SA requirements. For further information in relation to this please contact Safe Work SA on 1300 365 255.

Use of Public Space

- Should any part of the development process require use of public land (ie, the footpath, nature strip, road or other reserve), additional permits will be required.
- Examples of such activities include storage of materials, delivery of materials from public land, placing of temporary fences on public land, blocking of the road, footpath or nature strip for any period of time.
- Where works from public space impact vehicular or pedestrian traffic, you will be requested to lodge a Traffic Management Plan that adheres to the requirements of the relevant Australian Standards.
- Additional fees and charges may apply, please contact the Council's Community Safety Team on 8408 1198 to discuss your project's needs.

Environment Protection Note

The ***Environment Protection (Water Quality) Policy 2003*** requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

The policy also creates offences that can result in on-the-spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

1. Building and construction should follow sediment control principles outlined in the Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry (EPA 1999). Specifically, the applicant should ensure:

    - During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.

    - A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.

2. All building and construction wastewaters are listed pollutants under the ***Environment Protection (Water Quality)*** Policy ***2003*** and as such ***must*** be contained on site.

Local Nuisance and Litter Control Act 2016

For the purposes of this Act, local nuisance is any adverse effect on an amenity value of an area that is caused by noise, odour, smoke, fumes, aerosols or dust; or animals, whether dead or alive; or any other agent or class of agent declared by Schedule 1; and unreasonably interferes with or is likely to interfere unreasonably with the enjoyment of the area by persons occupying a place within, or lawfully resorting to, the area;

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Noise

- Noise from construction activities such as hammering and the use of power tools, air compressors and machinery must only occur between the hours of 7:00am to 7:00pm Monday to Saturday unless the applicant has a permit allowing activities outside these times. Expiation fee of $500 may apply.

Dust

- Airborne dust and sand potentially generated on site must be managed and this can be achieved by wetting down the soil and site during demolition and construction process. If you have any concerns or questions regarding dust please contact the Customer Contact Team on 8408 1111.

Litter

- Litter from construction sites is an environmental concern and an offence under the Local Nuisance and Litter Control Act 2016.
- A person must not dispose of litter onto any land or into any waters – if litter is discarded, deposited, blows or falls from premises or a vehicle onto land or into waters, it is taken to have been disposed of onto the land or into the waters. Expiation fee of up to $1000 may apply.
- All efforts should be made to minimise litter from leaving the site and all applicants should ensure the use of bins with securely fitted lids, capable of receiving all waste from building and construction activities are used on site and emptied when at capacity.

It is important that you familiarise yourself with the terms of the legislation and ensure that all contractors engaged by you are aware of their obligations.

For further information please contact Council's Customer Contact Team on 8408 1111.



Signed:

Reference: 252/0040/17

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THE LANDS TITLE OFFICE

72 Woodville Road, Woodville
South Australia 5011
PO Box 1, Woodville SA 5011

T 08 8408 1111
F 08 8408 1122
charlessturt.sa.gov.au

30 January 2019

Hames Sharley (Sa) Pty Ltd
Level 15 / 19 Grenfell Street
ADELAIDE SA 5000

Dear Sir/Madam

Development Application No	252/0040/17
Applicant	Hames Sharley (Sa) Pty Ltd
Proposal	To construct a mixed-use development comprising four buildings accommodating a total of 228 residential apartments, 344m2 of ground level retail floorspace, two basement levels of car parking and landscaping (staged construction) –Stage 1: Substructure (all buildings), Stage 2: Superstructure (On Lane, On Fifth, On Park East), Stage 3: Final Documentation (On Lane, On Fifth, On Park East), Stage 4: Superstructure (On Gibson, On Park West), Stage 5: Final Documentation (On Gibson, On Park West)
Address	Lot 300 Fifth Street BOWDEN SA 5007
Legal Description	Lot 300 DP 110155 Vol 6165 Fol 579
Additional Properties	No related Properties
Additional Legal Descriptions	No related Land

I refer to your recent application and advise that Council has made a decision.

The Decision Notification Form outlining the decision and any conditions (where applicable) is attached. Please ensure you read all pages of the Decision Notification Form including the conditions of approval.

Please note you may also require other approvals and clearances under other relevant legislation before commencing the development. In particular you are also advised to contact SA Power Networks regarding the location of public and private electricity supply lines in relation to your proposal.

You are reminded that Section 86(1)(a) of the Development Act 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, within ***two months*** after receipt of this notice (Section 86(4) of the Act).

Please note any appeal has to be lodged ***with the Court and not with the Council.***

(Our Ref: 252/0040/17)

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THE LANDS TITLE OFFICE

Council will not act as a representative for other parties before the Court and Council Officers can only provide preliminary advice regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.

For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0300.

To assist us in our service delivery, please click on the following link or type the URL into your web browser to complete the Development Application Customer Feedback Survey – https://www.surveymonkey.com/s/BKGJC9C.

Should you require any clarification regarding this matter, please contact me on 8408 1293.

Yours faithfully

John Tarasiuk
Development Officer (Senior Planner)

JT:PN

Enclosure

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

Decision Notification Form

Development Application Number
252/0040/17

To: Hames Sharley (Sa) Pty Ltd
Level 15 / 19 Grenfell Street
ADELAIDE SA 5000

For Development Application
Dated: 24/11/2016
Registered: 06/01/2017
DAC Reference: 252/L007/17

Location of Proposed Development: Lot 300 Fifth Street BOWDEN SA 5007
Lot 300 DP 110155 Vol 6165 Fol 579

Additional Properties: No related Properties
No related Land

Nature of Proposed Development: To construct a mixed-use development comprising four buildings accommodating a total of 228 residential apartments, 344m2 of ground level retail floorspace, two basement levels of car parking and landscaping (staged construction) –Stage 1: Substructure (all buildings), **Stage 2: Superstructure (On Lane, On Fifth, On Park East)**, Stage 3: Final Documentation (On Lane, On Fifth, On Park East), Stage 4: Superstructure (On Gibson, On Park West), Stage 5: Final Documentation (On Gibson, On Park West)

Building Classification: Class 2 and Class 7

In respect of this proposed development you are informed that:

Nature of Decision	Decision	Number of Conditions	Decision Date
Development Plan Consent - decision by State Commission Assessment Panel	Granted	13	14/07/2017
Land Division			
Building Rules Consent - decision by Andrew Cialini/BuildSurv – Stage 2	Granted	1	06/12/2018
Public Space			
Other			
Development Approval – Stage 2 Only	**Granted**	**14**	**11/07/2018**

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

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THE LANDS TITLE OFFICE

2

☐ State Commission Assessment Panel or delegate

☑ Council Chief Executive or delegate

☑ Sheets attached

Signed:

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

Development Plan Consent for 252/0040/17

A. That pursuant to Section 35 (2) of the Development Act, 1993, the proposal is not seriously at variance with the relevant provisions of the Charles Sturt (City) Development Plan.

B. That pursuant to Section 33 of the Development Act, 1993, Development Application Number 252/0040/17 be **GRANTED** Development Plan Consent subject to the following conditions:

Development Assessment Commission Conditions

PLANNING CONDITIONS

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans as submitted in development application number 252/L007/17 (Council Ref. 252/0040/17) including:

Architectural Plans
DAC Presentation Plan set prepared by Hames Sharley dated July 2017 including:

- Master Plan
- Staging Plan
- Basement Level 01
- Basement Level 02
- Site Plan
- Ground Floor Plan
- Level 01 Floor Plan
- Level 02 Floor Plan
- Level 03 Floor Plan
- Level 04 Floor Plan
- Level 05 Floor Plan
- Level 06 Floor Plan
- Level 07 Floor Plan
- Level 08 Floor Plan
- Level 09 Floor Plan
- Roof Plan
- Fourth Street Elevations
- Fifth Street Elevations
- Gibson Street and Laneway Elevations
- On The Park Elevations x 2
- On Fifth Elevations
- On Gibson Elevations
- On The Lane Elevations
- Section 1
- Section 2
- Landscape Strategy prepared by Oxigen

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

Reports / Correspondence

- Planning Report prepared by Ekistics, dated 21 November 2016
- Traffic and Parking Assessment prepared by GTA, dated 18 October, 2016
- Waste Management Plan prepared by Rawtec, dated October, 2016
- Acoustic Report prepared by Resonate, dated 19 October, 2016
- Stormwater management report prepared by PT Design dated 5 October, 2016
- ESD Intent Report prepared by D², dated 28 October, 2016

Additional information and reports

- Correspondence from Ekistics dated 1 May, 2017
- Correspondence from GTA dated 19 April, 2017
- Correspondence from Rawtec dated 1 May, 2017

2. The applicant shall demonstrate, to the reasonable satisfaction of the Commission, prior to the commencement of superstructure works that the preliminary acoustic design recommendations of the Resonate Acoustic Services report dated 19 October, 2016 have been incorporated into the detailed design of the proposal or that the appropriate noise levels, as identified within the report, have otherwise been achieved.

3. Details of the onsite capture and reuse of stormwater within the development shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

4. An updated waste management plan shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works. The plan shall consider and outline the following matters:

   - On street waste collection locations;
   - Size and areas of each waste room demonstrating that they are capable of accommodating
   - the required waste bins and circulation space (minimum of 1.25m wide access path clear of
   - any obstruction); and
   - Inclusion of a resident handbook that outlines the roles and responsibilities of individuals, households, the property manager, and collection contractors to effectively and safely manage the waste and resource recovery system.

5. Eight (8) car parks within the basement shall be reserved and made available for the use of the retail tenancies at all times.

6. Final details of the width of the access to Fifth Street and associated line marking adjacent to the property boundary shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

7. The proposed car parking layout, vehicular entry points and manoeuvring areas shall be designed and constructed to conform to the Australian Standard 2890.1:2004 (including clearance to columns and space requirements at the end of blind aisles) for Off-Street Parking Facilities; Australian Standard 2890.6-2009 Parking facilities - Off street commercial vehicle facilities and designed to conform with Australian Standard 2890.6:2009 for Off Street Parking for people with disabilities.

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

8. The on-site Bicycle Parking facilities shall be designed in accordance with Australian Standard 2890.3-1993 and the AUSTROADS, Guide to Traffic Engineering Practice Part 14 - Bicycles.

9. Mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed:

   50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) at the most affected residence when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.

10. There shall be no air conditioning, extraction plant or ducting located on the apartment balconies, for any of the buildings associated with this development. Details of any air conditioning plant located on the other exterior locations of the building shall be submitted to the reasonable satisfaction of the Development Assessment Commission.

11. A Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards - including the EPA publication "Environmental Management of On-site Remediation" - to minimise environmental harm and disturbance during construction.

    The CEMP must incorporate, without being limited to, the following matters:

    - air quality, including odour and dust
    - surface water including erosion and sediment control
    - soils, including fill importation, stockpile management and prevention of soil contamination
    - groundwater, including prevention of groundwater contamination
    - noise
    - occupational health and safety

    For further information relating to what Site Contamination is, refer to the EPA Guideline: *'Site Contamination - what is site contamination?'*:
    www.epa.sa.gov.au/pdfs/guide_sc_what.pdf <http://www.epa.sa.gov.au/pdfs/guide_sc_what.pdf>

12. All stormwater design and construction shall be in accordance with Australian/New Zealand Standards, AS/NZS 3500-2003 and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

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Building Rules Consent for 252/0040/17

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

1. Surface stormwater run-off shall be directed away from the building and neighbouring properties and towards the street water table.
   REASON: To avoid the likelihood of damage or nuisance to any other property or entry of surface water into the building.

   BCA-FI.1

Building Rules Consent Obligations for 252/0040/17

1. **Builder's Written Statement**

   When the approved work is completed, a written statement from a licensed building work contractor who was responsible for either undertaking or supervising the work must be submitted to the Council before the building is occupied. If there is no such contractor the statement must be issued by a registered building work supervisor, or holder of prescribed qualifications pursuant to Regulation 87 of the Development Regulations.

   Any such statement must as a minimum declare:

   a. that the notifications required under Section 59 of the Act have been given in accordance with the requirements of that section and these regulations; and
   b. that the building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules (disregarding any variation of a minor nature which has no adverse effect on the structural soundness or safety of the building, or any variation undertaken with the written consent of the relevant authority).

   Your failure to comply with this requirement of the Development Act and Regulations is an offence and you may be prosecuted.

   Reason: To comply with Section 59 of the Development Act and Regulations 83, 83A and 83AB

2. **Mandatory Notification of Construction Stages for Class 2 to 9 Buildings**

   At least one business day's notice must be given to Council prior to the intended completion of the following stages of building work:

   a. commencement of building works.

   b. after the placement of steel reinforcement in footings, suspended floors, stair cases, columns, basements and prior to the commencement of concrete placement.

   c. after the placement of the starter bars along the external footings of the building to connect the precast concrete wall panels to the footings. (Refer to Building Advisory

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Notice - 13/14 - Specification C 1-11 of the Building Code).

d. in relation Class 2, 3 or 9 buildings consisting of two or more storeys or a Class 5, 6, 7 or 8 buildings of three or more storeys where work involves the use of a designated building product consisting of a metal panel or lining formed with an aluminium, or similar thin metal sheet material, with any type of core material:
   - the intended date of commencement of the installation of a designated building product.
   - the person who gives the notice must, within 1 business day after the notice is given, provide to the council a duly completed prescribed supervisor's checklist relating to the installation of the designated building product, signed by a registered building work supervisor (within the meaning of the Building Work Contractors Act 1995).

e. after the completion of any masonry work or any fire wall separating tenancies or dwellings (where applicable).

f. after the completion of the building work.

   All building work shall cease for a period of 24 hours from when any one of the above notifications has been given. Work may resume after the 24 hour period unless a direction indicating otherwise is issued by Council.

g. at least one business day's notice of the completion of wall or roof framing and before any lining or cladding is installed.

   In regard to roof framing:
   - The Building Work Supervisor's checklist must be received by Council within 1 day of this notification.
   - The roof framing must not be concealed for a period of 2 clear business days from when notification of completion of roof framing has been received by Council. The roof framing may be concealed after the 2 clear business days unless a direction indicating otherwise is issued by Council.

Please note: A person who fails to give notification of any one of these stages or conceals the wall and roof framing within two clear business days from notification is guilty of an offence and may be liable to pay an expiation fee of $500 or be liable to a maximum penalty of $10,000.

Where the above stages are to be undertaken intermediately the requirement to notify applies to each of the intermediate stages also.

Notifications can be submitted by phoning Council on 8408 1111, emailing buildinginspections@charlessturt.sa.gov.au or online via Council's website.

Notes

1. The Building Rules Consent forming part of this Development Approval has been granted by a private certifier. As such Council does not accept any responsibility for the assessment of this application in accordance with the Building Rules. Any queries regarding the said Building Rules assessment must be directed to the private certifier.

2. Any subsequent amendments proposed for the Building Rules Consent must be lodged with the relevant private certifier and where approved, forwarded to Council. Where any such amendment is not consistent with the Development Plan Consent, an application to vary this Development Approval may be required.

3. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the relevant authority.

   You are also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the relevant authority.

   You will require fresh Consents and Development Approval before commencing or continuing the development if you are unable to satisfy these requirements.

To ensure your development can now proceed without unnecessary delays please ensure the matters outlined below are properly managed.

The following information outlines your obligations in relation to appropriately managing noise, dust and works effecting adjoining land (both private and public).

Driveway Crossovers

- You are advised that under the Local Government Act 1999 construction of any footpath, kerb, gutter or crossover on Council land will require a permit from Council's Engineering Strategy and Assets Department. It is illegal to undertake work on Council land without permission. Please contact Council on 8408 1111 or refer to our website http://www.charlessturt.sa.gov.au/WorksonPublicRoad for Council standards.

Council Verges

- Please note that Council does not have funds to reinstate/landscape the verge at the completion of building work where this is the responsibility of the owner.
- Any proposed landscaping on Council's verge requires Council's permission via a permit application. Please contact Council on 8408 1111 or refer to our website http://www.charlessturt.sa.gov.au/WorkonCouncilProperty for relevant information.

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Common boundary

- When removing fences that are on the common boundary with your neighbour you must give your neighbour 28 days' notice in writing that you intend to remove the dividing fence. Where the neighbour has a pool, particular care must be taken to ensure the pool is not left exposed, if temporary fencing is installed the temporary fence must comply with AS 1926.1 – Swimming pool safety. We recommend that you consider the Fences and the Law booklet available on line and follow the processes outlined in the booklet.
- Where it is intended to erect external walls on the boundary the face of the external wall must be on the boundary. Further, barge boards, capping tiles or other fixtures on the boundary wall must not encroach upon the land of the adjoining owner. Existing fence lines may not be the true legal boundary. To avoid violation of neighbour's rights, the onus of proof of the boundary line rests with the owner of the land where the work is undertaken. This will necessitate a survey being carried out by a licensed surveyor to identify the true location of the boundary and proposed footing on the ground. You will need the neighbour's written approval to enter their land to carry out any construction.

Neighbours

- Construction within an established neighbourhood can be a stressful time for existing residents. You are urged to take all necessary precautions to ensure adjoining properties are not damaged or residents unreasonably impacted. In the interests of good neighbourliness you may wish to consider providing your contact details to all adjoining property owners inviting them to contact you should there be any concerns during the construction process.

Asbestos

- If there is asbestos material in or on the building or fencing to be demolished there are specific requirements for the method of removal and disposal of asbestos. The removal of asbestos over 10 square metres in area must be carried out by a licensed asbestos removal contractor in accordance with Safe Work SA requirements. For further information in relation to this please contact Safe Work SA on 1300 365 255.

Use of Public Space

- Should any part of the development process require use of public land (ie, the footpath, nature strip, road or other reserve), additional permits will be required.
- Examples of such activities include storage of materials, delivery of materials from public land, placing of temporary fences on public land, blocking of the road, footpath or nature strip for any period of time.
- Where works from public space impact vehicular or pedestrian traffic, you will be requested to lodge a Traffic Management Plan that adheres to the requirements of the relevant Australian Standards.
- Additional fees and charges may apply, please contact the Council's Community Safety Team on 8408 1198 to discuss your project's needs.

Environment Protection Note

The ***Environment Protection (Water Quality) Policy 2003*** requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

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The policy also creates offences that can result in on-the-spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

1. Building and construction should follow sediment control principles outlined in the Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry (EPA 1999). Specifically, the applicant should ensure:

    - During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.

    - A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.

2. All building and construction wastewaters are listed pollutants under the ***Environment Protection (Water Quality)*** Policy ***2003*** and as such ***must*** be contained on site.

Local Nuisance and Litter Control Act 2016

For the purposes of this Act, local nuisance is any adverse effect on an amenity value of an area that is caused by noise, odour, smoke, fumes, aerosols or dust; or animals, whether dead or alive; or any other agent or class of agent declared by Schedule 1; and unreasonably interferes with or is likely to interfere unreasonably with the enjoyment of the area by persons occupying a place within, or lawfully resorting to, the area;

Noise

- Noise from construction activities such as hammering and the use of power tools, air compressors and machinery must only occur between the hours of 7:00am to 7:00pm Monday to Saturday unless the applicant has a permit allowing activities outside these times. Expiation fee of $500 may apply.

Dust

- Airborne dust and sand potentially generated on site must be managed and this can be achieved by wetting down the soil and site during demolition and construction process. If you have any concerns or questions regarding dust please contact the Customer Contact Team on 8408 1111.

Litter

- Litter from construction sites is an environmental concern and an offence under the Local Nuisance and Litter Control Act 2016.
- A person must not dispose of litter onto any land or into any waters – if litter is discarded, deposited, blows or falls from premises or a vehicle onto land or into waters, it is taken to have been disposed of onto the land or into the waters. Expiation fee of up to $1000 may apply.
- All efforts should be made to minimise litter from leaving the site and all applicants should ensure the use of bins with securely fitted lids, capable of receiving all waste from building and construction activities are used on site and emptied when at capacity.

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It is important that you familiarise yourself with the terms of the legislation and ensure that all contractors engaged by you are aware of their obligations.

For further information please contact Council's Customer Contact Team on 8408 1111.



Signed:

Reference: 252/0040/17

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THE LANDS TITLE OFFICE

72 Woodville Road, Woodville
South Australia 5011
PO Box 1, Woodville SA 5011

T 08 8408 1111
F 08 8408 1122
charlessturt.sa.gov.au

25 November 2019

Hames Sharley (Sa) Pty Ltd
Level 15 / 19 Grenfell Street
ADELAIDE SA 5000

Dear Sir/Madam

Development Application No	252/0040/17
Applicant	Hames Sharley (Sa) Pty Ltd
Proposal	To construct a mixed-use development comprising four buildings accommodating a total of 228 residential apartments, 344m2 of ground level retail floorspace, two basement levels of car parking and landscaping (staged construction) –Stage 1: Substructure (all buildings), Stage 2: Superstructure (On Lane, On Fifth, On Park East), Stage 3: Final Documentation (On Lane, On Fifth, On Park East), Stage 4: Superstructure (On Gibson, On Park West), Stage 5: Final Documentation (On Gibson, On Park West)
Address	Lot 300 Fifth Street BOWDEN SA 5007
Legal Description	Lot 300 DP 110155 Vol 6165 Fol 579
Additional Properties	No related Properties
Additional Legal Descriptions	No related Land

I refer to your recent application and advise that Council has made a decision.

The Decision Notification Form outlining the decision and any conditions (where applicable) is attached. Please ensure you read all pages of the Decision Notification Form including the conditions of approval.

Please note you may also require other approvals and clearances under other relevant legislation before commencing the development. In particular you are also advised to contact SA Power Networks regarding the location of public and private electricity supply lines in relation to your proposal.

You are reminded that Section 86(1)(a) of the Development Act 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, within ***two months*** after receipt of this notice (Section 86(4) of the Act).

Please note any appeal has to be lodged ***with the Court and not with the Council.***

(Our Ref: 252/0040/17)

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Council will not act as a representative for other parties before the Court and Council Officers can only provide preliminary advice regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.

For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0300.

To assist us in our service delivery, please click on the following link or type the URL into your web browser to complete the Development Application Customer Feedback Survey – https://www.surveymonkey.com/s/8KGJC9C.

Should you require any clarification regarding this matter, please contact me on 8408 1293.

Yours faithfully

John Tarasiuk
Development Officer (Senior Planner)

JT:TB

Enclosure

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Decision Notification Form

Development Application Number
252/0040/17

To: Hames Sharley (Sa) Pty Ltd
Level 15 / 19 Grenfell Street
ADELAIDE SA 5000

For Development Application
Dated: 24/11/2016
Registered: 06/01/2017
DAC Reference: 252/L007/17

Location of Proposed Development: Lot 300 Fifth Street BOWDEN SA 5007
Lot 300 DP 110155 Vol 6165 Fol 579

Additional Properties: No related Properties
No related Land

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Building Classification: Class 2
Class 7

In respect of this proposed development you are informed that:

Nature of Decision	Decision	Number of Conditions	Decision Date
Development Plan Consent - decision by State Commission Assessment Panel	Granted	13	14/07/2017
Land Division			
Building Rules Consent - decision by Andrew Cialini/BuildSurv – Stage 3	Granted	Nil	15/11/2019
Public Space			
Other			
Development Approval – Stage 3 only	**Granted**	**13**	**25/11/2019**

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

(Our Ref: 252/0040/17)
City of Charles Sturt 72 Woodville Road, Woodville, South Australia 5011 T 08 8408 1111 F 08 8408 1122 www.charlessturt.sa.gov.au

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

☐ State Commission Assessment Panel or delegate

☑ Council Chief Executive or delegate

☑ Sheets attached



Signed:

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Development Plan Consent for 252/0040/17

A. That pursuant to Section 35 (2) of the Development Act, 1993, the proposal is not seriously at variance with the relevant provisions of the Charles Sturt (City) Development Plan.

B. That pursuant to Section 33 of the Development Act, 1993, Development Application Number 252/0040/17 be **GRANTED** Development Plan Consent subject to the following conditions:

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- Plan set prepared by Hames Sharley dated November 2016

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- **Additional information and reports**
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2. The applicant shall demonstrate, to the reasonable satisfaction of the Commission, prior to the commencement of superstructure works that the preliminary acoustic design recommendations of the Resonate Acoustic Services report dated 19 October, 2016 have been incorporated into the detailed design of the proposal or that the appropriate noise levels, as identified within the report, have otherwise been achieved.

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- On street waste collection locations;
- Size and areas of each waste room demonstrating that they are capable of accommodating the required waste bins and circulation space (minimum of 1.25m wide access path clear of any obstruction); and
- Inclusion of a resident handbook that outlines the roles and responsibilities of individuals, households, the property manager, and collection contractors to effectively and safely manage the waste and resource recovery system.

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- On street waste collection locations;
- Size and areas of each waste room demonstrating that they are capable of accommodating the required waste bins and circulation space (minimum of 1.25m wide access path clear of any obstruction); and
    - Inclusion of a resident handbook that outlines the roles and responsibilities of individuals, households, the property manager, and collection contractors to effectively and safely manage the waste and resource recovery system.

5. Eight (8) car parks within the basement shall be reserved and made available for the use of the retail tenancies at all times.

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

6. Final details of the width of the access to Fifth Street and associated line marking adjacent to the property boundary shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

7. The proposed car parking layout, vehicular entry points and manoeuvring areas shall be designed and constructed to conform to the Australian Standard 2890.1:2004 (including clearance to columns and space requirements at the end of blind aisles) for Off-Street Parking Facilities; Australian Standard 2890.6-2009 Parking facilities - Off street commercial vehicle facilities and designed to conform with Australian Standard 2890.6:2009 for Off Street Parking for people with disabilities.

8. The on-site Bicycle Parking facilities shall be designed in accordance with Australian Standard 2890.3-1993 and the AUSTROADS, Guide to Traffic Engineering Practice Part 14 - Bicycles.

9. Mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed: 50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) at the most affected residence when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.

10. There shall be no air conditioning, extraction plant or ducting located on the apartment balconies, for any of the buildings associated with this development. Details of any air conditioning plant located on the other exterior locations of the building shall be submitted to the reasonable satisfaction of the Development Assessment Commission.

11. A Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards - including the EPA publication "Environmental Management of On-site Remediation" - to minimise environmental harm and disturbance during construction. The CEMP must incorporate, without being limited to, the following matters:

    - air quality, including odour and dust
    - surface water including erosion and sediment control
    - soils, including fill importation, stockpile management and prevention of soil contamination
    - groundwater, including prevention of groundwater contamination
    - noise
    - occupational health and safety

    For further information relating to what Site Contamination is, refer to the EPA Guideline: *'Site Contamination - what is site contamination?'*: www.epa.sa.gov.au/pdfs/guide_sc_what.pdf <http://www.epa.sa.gov.au/pdfs/guide_sc_what.pdf>

12. All stormwater design and construction shall be in accordance with Australian/New Zealand Standards, AS/NZS 3500-2003 and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

7

Development Assessment Commission Conditions

PLANNING CONDITIONS

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans as submitted in development application number 252/L007/17 (Council Ref. 252/0040/17) including:

Architectural Plans
DAC Presentation Plan set prepared by Hames Sharley dated July 2017 including:

- Master Plan
- Staging Plan
- Basement Level 01
- Basement Level 02
- Site Plan
- Ground Floor Plan
- Level 01 Floor Plan
- Level 02 Floor Plan
- Level 03 Floor Plan
- Level 04 Floor Plan
- Level 05 Floor Plan
- Level 06 Floor Plan
- Level 07 Floor Plan
- Level 08 Floor Plan
- Level 09 Floor Plan
- Roof Plan
- Fourth Street Elevations
- Fifth Street Elevations
- Gibson Street and Laneway Elevations
- On The Park Elevations x 2
- On Fifth Elevations
- On Gibson Elevations
- On The Lane Elevations
- Section 1
- Section 2
- Landscape Strategy prepared by Oxigen

Reports / Correspondence

- Planning Report prepared by Ekistics, dated 21 November 2016
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- Acoustic Report prepared by Resonate, dated 19 October, 2016
- Stormwater management report prepared by PT Design dated 5 October, 2016
- ESD Intent Report prepared by D^2, dated 28 October, 2016

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

8

Additional information and reports

- Correspondence from Ekistics dated 1 May, 2017
- Correspondence from GTA dated 19 April, 2017
- Correspondence from Rawtec dated 1 May, 2017

2. The applicant shall demonstrate, to the reasonable satisfaction of the Commission, prior to the commencement of superstructure works that the preliminary acoustic design recommendations of the Resonate Acoustic Services report dated 19 October, 2016 have been incorporated into the detailed design of the proposal or that the appropriate noise levels, as identified within the report, have otherwise been achieved.

3. Details of the onsite capture and reuse of stormwater within the development shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

4. An updated waste management plan shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works. The plan shall consider and outline the following matters:

   - On street waste collection locations;
   - Size and areas of each waste room demonstrating that they are capable of accommodating
   - the required waste bins and circulation space (minimum of 1.25m wide access path clear of
   - any obstruction); and
   - Inclusion of a resident handbook that outlines the roles and responsibilities of individuals, households, the property manager, and collection contractors to effectively and safely manage the waste and resource recovery system.

5. Eight (8) car parks within the basement shall be reserved and made available for the use of the retail tenancies at all times.

6. Final details of the width of the access to Fifth Street and associated line marking adjacent to the property boundary shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

7. The proposed car parking layout, vehicular entry points and manoeuvring areas shall be designed and constructed to conform to the Australian Standard 2890.1:2004 (including clearance to columns and space requirements at the end of blind aisles) for Off-Street Parking Facilities; Australian Standard 2890.6-2009 Parking facilities - Off street commercial vehicle facilities and designed to conform with Australian Standard 2890.6:2009 for Off Street Parking for people with disabilities.

8. The on-site Bicycle Parking facilities shall be designed in accordance with Australian Standard 2890.3-1993 and the AUSTROADS, Guide to Traffic Engineering Practice Part 14 - Bicycles.

9. Mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed:

   50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) at

the most affected residence when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.

10. There shall be no air conditioning, extraction plant or ducting located on the apartment balconies, for any of the buildings associated with this development. Details of any air conditioning plant located on the other exterior locations of the building shall be submitted to the reasonable satisfaction of the Development Assessment Commission.

11. A Construction Environment Management Plan (CEMP) shall be prepared and implemented in accordance with current industry standards - including the EPA publication "Environmental Management of On-site Remediation" - to minimise environmental harm and disturbance during construction.

    The CEMP must incorporate, without being limited to, the following matters:

    - air quality, including odour and dust
    - surface water including erosion and sediment control
    - soils, including fill importation, stockpile management and prevention of soil contamination
    - groundwater, including prevention of groundwater contamination
    - noise
    - occupational health and safety

    For further information relating to what Site Contamination is, refer to the EPA Guideline: *'Site Contamination - what is site contamination?'*:
    www.epa.sa.gov.au/pdfs/guide_sc_what.pdf <http://www.epa.sa.gov.au/pdfs/guide_sc_what.pdf>

12. All stormwater design and construction shall be in accordance with Australian/New Zealand Standards, AS/NZS 3500-2003 and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property.

13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

Building Rules Consent for 252/0040/17

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Nil Conditions

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

1. Surface stormwater run-off shall be directed away from the building and neighbouring properties and towards the street water table.
   REASON: To avoid the likelihood of damage or nuisance to any other property or entry of surface water into the building.

BCA-FI.1

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

Nil Conditions

Building Rules Consent Obligations for 252/0040/17

1. **Builder's Written Statement**

When the approved work is completed, a written statement from a licensed building work contractor who was responsible for either undertaking or supervising the work must be submitted to the Council before the building is occupied. If there is no such contractor the statement must be issued by a registered building work supervisor, or holder of prescribed qualifications pursuant to Regulation 87 of the Development Regulations.

Any such statement must as a minimum declare:

a. That the notifications required under Section 59 of the Act have been given in accordance with the requirements of that section and these regulations; and
b. that the building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules (disregarding any variation of a minor nature which has no adverse effect on the structural soundness or safety of the building, or any variation undertaken with the written consent of the relevant authority).

Your failure to comply with this requirement of the Development Act and Regulations is an offence and you may be prosecuted.

Reason: To comply with Section 59 of the Development Act and Regulations 83, 83A and 83AB

2. **Mandatory Notification of Construction Stages for Class 2 to 9 Buildings**

At least one business days' notice must be given to Council prior to the intended completion of the following stages of building work:

a. Commencement of building works.

b. After the placement of steel reinforcement in footings, suspended floors, stair cases, columns, basements and prior to the commencement of concrete placement.

c. After the placement of the starter bars along the external footings of the building to connect the precast concrete wall panels to the footings. (Refer to Building Advisory Notice - 13/14 - Specification C 1-11 of the Building Code).

d. In relation Class 2, 3 or 9 buildings consisting of two or more storeys or a Class 5, 6, 7 or 8 buildings of three or more storeys where work involves the use of a designated building product consisting of a metal panel or lining formed with an aluminium, or

similar thin metal sheet material, with any type of core material:

- The intended date of commencement of the installation of a designated building product.
- The person who gives the notice must, within 1 business day after the notice is given, provide to the council a duly completed prescribed supervisor's checklist relating to the installation of the designated building product, signed by a registered building work supervisor (within the meaning of the Building Work Contractors Act 1995).

e. After the completion of any masonry work or any fire wall separating tenancies or dwellings (where applicable).

f. After the completion of the building work.

All building work shall cease for a period of 24 hours from when any one of the above notifications has been given. Work may resume after the 24 hour period unless a direction indicating otherwise is issued by Council.

g. at least one business days' notice of the completion of wall or roof framing and before any lining or cladding is installed.

In regard to roof framing:

- The Building Work Supervisor's checklist must be received by Council within 1 day of this notification.
- The roof framing must not be concealed for a period of 2 clear business days from when notification of completion of roof framing has been received by Council. The roof framing may be concealed after the 2 clear business days unless a direction indicating otherwise is issued by Council.

Please note: A person who fails to give notification of any one of these stages or conceals the wall and roof framing within two clear business days from notification is guilty of an offence and may be liable to pay an expiation fee of $500 or be liable to a maximum penalty of $10,000.

Where the above stages are to be undertaken intermediately the requirement to notify applies to each of the intermediate stages also.

Notifications can be submitted using the online building notification form via Council's website, by emailing buildinginspections@charlessturt.sa.gov.au or by phoning Council on 8408 1111.

Notes

1. The Building Rules Consent forming part of this Development Approval has been granted by a private certifier. As such Council does not accept any responsibility for the assessment of this application in accordance with the Building Rules. Any queries regarding the said Building Rules assessment must be directed to the private certifier.

2. Any subsequent amendments proposed for the Building Rules Consent must be lodged with the relevant private certifier and where approved, forwarded to Council. Where any such amendment is not consistent with the Development Plan Consent, an application to vary this Development Approval may be required.

3. The State Planning System is currently in the process of significant Planning Reforms. As of 1 July 2020, all Metropolitan Councils will be transferred to the Planning and Design Code under the Planning, Development and Infrastructure Act 2016. The Planning and Design Code will replace all current Development Plans. Therefore, some areas may see shifts in the principles governing development in their area.

   Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms.

   Planning Consent
   Your consent is valid for a period of 12 months from the date of this consent and you must have obtained a Building Rules Consent and Development Approval within this period. Should Development Approval not be achieved within this timeframe, your consent will lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1 July 2020, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

   Development Approval
   Your Development Approval is valid for a period of 12 months from the date of this approval. You must have substantially commenced construction within 12 months from the date of development approval and must have substantially completed the development within three (3) years from the date of development approval. Should these timeframes not be achieved, your approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after 1 July 2020, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

4. **Impacts on your rates**
   Please note that the Council rate in the dollar for vacant land is significantly higher than that associated with a residential property. This is aimed at encouraging owners to develop their land promptly. Once you have demolished the dwelling on this site the rates charged for the future financial year will increase until the land is developed. Please follow the Residential Construction Rebate link to find information about whether this can apply to you and how to apply so that the impact of this difference in rating is reduced.

5. For information regarding NBN connection for new developments, please refer to the following link – http://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html.

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

To ensure your development can now proceed without unnecessary delays please ensure the matters outlined below are properly managed.

The following information outlines your obligations in relation to appropriately managing noise, dust and works effecting adjoining land (both private and public).

Driveway Crossovers

- You are advised that under the Local Government Act 1999 construction of any footpath, kerb, gutter or crossover on Council land will require a permit from Council's Engineering Strategy and Assets Department. It is illegal to undertake work on Council land without permission. Please contact Council on 8408 1111 or refer to our website link Works on Public Road for Council standards.

Council Verges

- Please note that Council does not have funds to reinstate/landscape the verge at the completion of building work where this is the responsibility of the owner.
- Any proposed landscaping on Council's verge requires Council's permission via a permit application. Please contact Council on 8408 1111 or refer to our website link Work on Council Property for relevant information.

Common boundary

- When removing fences that are on the common boundary with your neighbour you must give your neighbour 28 days' notice in writing that you intend to remove the dividing fence. Where the neighbour has a pool, particular care must be taken to ensure the pool is not left exposed, if temporary fencing is installed the temporary fence must comply with AS 1926.1 – Swimming pool safety. We recommend that you consider the Fences and the Law booklet available on line and follow the processes outlined in the booklet.
- Where it is intended to erect external walls on the boundary the face of the external wall must be on the boundary. Further, barge boards, capping tiles or other fixtures on the boundary wall must not encroach upon the land of the adjoining owner. Existing fence lines may not be the true legal boundary. To avoid violation of neighbour's rights, the onus of proof of the boundary line rests with the owner of the land where the work is undertaken. This will necessitate a survey being carried out by a licensed surveyor to identify the true location of the boundary and proposed footing on the ground. You will need the neighbour's written approval to enter their land to carry out any construction.

Neighbours

- Construction within an established neighbourhood can be a stressful time for existing residents. You are urged to take all necessary precautions to ensure adjoining properties are not damaged or residents unreasonably impacted. In the interests of good neighbourliness you may wish to consider providing your contact details to all adjoining property owners inviting them to contact you should there be any concerns during the construction process.

Asbestos

- If there is asbestos material in or on the building or fencing to be demolished there are specific requirements for the method of removal and disposal of asbestos. The removal of asbestos over 10 square metres in area must be carried out by a licensed asbestos removal contractor in accordance with Safe Work SA requirements. For further information in relation to this please contact Safe Work SA on 1300 365 255.

Use of Public Space

- Should any part of the development process require use of public land (ie, the footpath, nature strip, road or other reserve), additional permits will be required.
- Examples of such activities include storage of materials, delivery of materials from public land, placing of temporary fences on public land, blocking of the road, footpath or nature strip for any period of time.
- Where works from public space impact vehicular or pedestrian traffic, you will be requested to lodge a Traffic Management Plan that adheres to the requirements of the relevant Australian Standards.
- Additional fees and charges may apply, please contact the Council's Community Safety Team on 8408 1198 to discuss your project's needs.

Environment Protection Note

The ***Environment Protection (Water Quality) Policy 2015*** requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

The policy also creates offences that can result in on-the-spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

1. Building and construction should follow sediment control principles outlined in the Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry (EPA 1999). Specifically, the applicant should ensure:

    - During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.

    - A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.

2. All building and construction wastewaters are listed pollutants under the ***Environment Protection (Water Quality) Policy 2015*** and as such ***must*** be contained on site.

Local Nuisance and Litter Control Act 2016

For the purposes of this Act, local nuisance is any adverse effect on an amenity value of an area that is caused by noise, odour, smoke, fumes, aerosols or dust; or animals, whether dead or alive; or any other agent or class of agent declared by Schedule 1; and unreasonably interferes with or is likely to interfere unreasonably with the enjoyment of the area by persons occupying a place within, or lawfully resorting to, the area;

Noise

- Noise from construction activities such as hammering and the use of power tools, air compressors and machinery must only occur between the hours of 7:00am to 7:00pm Monday to Saturday unless the applicant has a permit allowing activities outside these times. Expiation fee of $500 may apply.

Dust

- Airborne dust and sand potentially generated on site must be managed and this can be achieved by wetting down the soil and site during demolition and construction process. If you have any concerns or questions regarding dust please contact the Customer Contact Team on 8408 1111.

Litter

- Litter from construction sites is an environmental concern and an offence under the Local Nuisance and Litter Control Act 2016.
- A person must not dispose of litter onto any land or into any waters – if litter is discarded, deposited, blows or falls from premises or a vehicle onto land or into waters, it is taken to have been disposed of onto the land or into the waters. Expiation fee of up to $1000 may apply.
- All efforts should be made to minimise litter from leaving the site and all applicants should ensure the use of bins with securely fitted lids, capable of receiving all waste from building and construction activities are used on site and emptied when at capacity.

It is important that you familiarise yourself with the terms of the legislation and ensure that all contractors engaged by you are aware of their obligations.

For further information please contact Council's Customer Contact Team on 8408 1111.



Signed:

Reference: 252/0040/17

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McMahon
Telephone: 71097056
KNET Reference: 2017/04590/01 (#11712578)

Development Number:
252/L007/17
(Council ref 252/0040/17)

FOR DEVELOPMENT APPLICATION

DATED: 24 November 2016
REGISTERED ON: 6 January 2017

TO: Hames Sharley
Level 15, 19 Grenfell Street
ADELAIDE SA 5000
EMAIL: kbarnes@ekistics.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Deposited Plan	Street	Suburb	Hundred	CT Reference
A300	110155	Fourth and Fifth Streets	Bowden	Yatala	6165/579

NATURE OF PROPOSED DEVELOPMENT: To construct a mixed use multi-storey development consisting of four separate towers connected at basement level and arranged around a ground floor central common space

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	CONDITIONS	RESERVE MATTERS	DATE RESERVE MATTERS SATISFIED
Development Plan Consent	GRANTED	THIRTEEN (13)	N/A	N/A
Building Rules Consent	STILL REQUIRED			
DEVELOPMENT APPROVAL	STILL REQUIRED			

Conditions imposed are set out on the attached sheet. Final approval cannot be granted until some of the conditions have been satisfied to the satisfaction of the Development Assessment Commission.

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 the land until you have also received notification of a Development Approval.

Simon Neldner
TEAM LEADER – DEVELOPMENT ASSESSMENT
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Original Decision: 14 July 2017
Pages: 7 (Including cover page)

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

DEVELOPMENT APPLICATION 252/L007/17

PLANNING CONDITIONS

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans as submitted in development application number 252/L007/17 (Council Ref. 252/0040/17) including:

   Architectural Plans

   DAC Presentation Plan set prepared by Hames Sharley dated July 2017 including:
   - Master Plan
   - Staging Plan
   - Basement Level 01
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   - Level 02 Floor Plan
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   - Level 04 Floor Plan
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   - On Gibson Elevations
   - On The Lane Elevations
   - Section 1
   - Section 2
   - Landscape Strategy prepared by Oxigen

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   - Stormwater management report prepared by PT Design dated 5 October, 2016
   - ESD Intent Report prepared by D^2, dated 28 October, 2016

   Additional information and reports

   - Correspondence from Ekistics dated 1 May, 2017
   - Correspondence from GTA dated 19 April, 2017
   - Correspondence from Rawtec dated 1 May, 2017

2. The applicant shall demonstrate, to the reasonable satisfaction of the Commission, prior to the commencement of superstructure works that the preliminary acoustic design recommendations of the Resonate Acoustic Services report dated 19 October, 2016 have been incorporated into the detailed design of the proposal or that the appropriate noise levels, as identified within the report, have otherwise been achieved.

3. Details of the onsite capture and reuse of stormwater within the development shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

4. An updated waste management plan shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works. The plan shall consider and outline the following matters:

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- On street waste collection locations;
- Size and areas of each waste room demonstrating that they are capable of accommodating the required waste bins and circulation space (minimum of 1.25m wide access path clear of any obstruction); and
- Inclusion of a resident handbook that outlines the roles and responsibilities of individuals, households, the property manager, and collection contractors to effectively and safely manage the waste and resource recovery system.

5. Eight (8) car parks within the basement shall be reserved and made available for the use of the retail tenancies at all times.

6. Final details of the width of the access to Fifth Street and associated line marking adjacent to the property boundary shall be provided to the satisfaction of the Commission prior to the issue of Building Rules Consent for any superstructure works.

7. The proposed car parking layout, vehicular entry points and manoeuvring areas shall be designed and constructed to conform to the Australian Standard 2890.1:2004 (including clearance to columns and space requirements at the end of blind aisles) for Off-Street Parking Facilities; Australian Standard 2890.6-2009 Parking facilities – Off street commercial vehicle facilities and designed to conform with Australian Standard 2890.6:2009 for Off Street Parking for people with disabilities.

8. The on-site Bicycle Parking facilities shall be designed in accordance with Australian Standard 2890.3-1993 and the AUSTROADS, Guide to Traffic Engineering Practice Part 14 – Bicycles.

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   50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) at the most affected residence when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.

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    The CEMP must incorporate, without being limited to, the following matters:

    - air quality, including odour and dust
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    - groundwater, including prevention of groundwater contamination
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    For further information relating to what Site Contamination is, refer to the EPA Guideline: *'Site Contamination – what is site contamination?'*: www.epa.sa.gov.au/pdfs/guide_sc_what.pdf

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13. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the relevant Council standards to the reasonable satisfaction of the Commission.

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

ADVISORY NOTES

a. The development must be substantially commenced within 2 years of the date of this Notification, unless this period has been extended by the Development Assessment Commission.

b. The authorisation will lapse if not commenced within 2 years of the date of this Notification.

c. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 5 years of the date of the Notification unless this period is extended by the Commission.

d. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.

e. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow.

f. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

Simon Neldner
TEAM LEADER – DEVELOPMENT ASSESSMENT
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 14 July 2017
Pages: 4 (including cover page)

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

STATE COMMISSION ASSESSMENT PANEL

REGULATION 47A – UPDATED DECISION

Application Number: 252/L007/17 R1

Contact Officer:	Gabrielle McMahon	**Development Number:**	252/L007/17 Revision 1 (R1)
Telephone:	7109 7056		
Knet Reference:	2017/04590/01	**Council Reference:**	252/0040/17

FOR DEVELOPMENT APPLICATION **DATED:** 24 November 2016

REGISTERED ON: 6 January 2017

To:	Hames Sharley
Address:	Level 15, 19 Grenfell Street
	ADELAIDE SA 5000
Email:	KBARNES@EKISTICS.COM.AU

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Deposited Plan	Street	Suburb	Hundred	CT Reference
A300	110155	Fourth and Fifth Streets	Bowden	Yatala	6165/579

Nature of Proposed Development:	Minor amendment to Development Authorisation 252/L007/17 for a mixed use multi-storey development consisting of four separate towers connected at basement level and arranged around a ground floor central common space – Amendments include a reduction in the height of all four building, changes to the façade treatment and the materials and colours and removal of a roof garden and the replacement with plant

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS	RESERVED MATTERS
Development Plan Consent	GRANTED	14 July 2017	17	
Regulation 47A R1 Update	GRANTED	3 October 2019	17	
Building Rules Consent	STILL REQUIRED			
DEVELOPMENT APPROVAL	STILL REQUIRED			

This decision only updates the approved plans (previously granted consent under Condition 1 under DA 252/L007/17). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.

Gabrielle McMahon
A/TEAM LEADER, INNER METRO DEVELOPMENT ASSESSMENT
as delegate of the
STATE COMMISSION ASSESSMENT PANEL
Date of Original Decision: 14 July 2017
Date of Reissue: 3 October 2019
2 Sheets Attached

#14552118

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

DEVELOPMENT APPLICATION – 252/L007/17 Revision 1

Preamble

a) On 14 July 2017 the former Inner Metropolitan Committee of the Development Assessment Commission (IMDAC) granted planning consent to Development Application 252/L007/17 for a mixed use multi-storey development consisting of four separate towers connected at basement level and arranged around a ground floor central common space.

b) On 3 October 2019 the State Commission Assessment Panel approved a minor amendment to the authorised development in accordance with Regulation 47A of the *Development Regulations 2008* for amendments including a reduction in the height of all four building, changes to the façade treatment and the materials and colours and removal of a roof garden and the replacement with plant.

Planning Conditions:

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and following plans submitted in Development Application No 252/L007/17 R1.

Advisory Note:

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 252/L007/17 and DA 252/L007/17 R1) remain valid.

#14552118

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

STATE COMMISSION ASSESSMENT PANEL

REGULATION 47A – UPDATED DECISION

Application Number: 252/L007/17 R2

Contact Officer:	Karl Woehle
Telephone:	7109 7056
Knet Reference:	2017/04590/01

Development Number:	252/L007/17 Revision 2 (R2)
Council Reference:	252/0040/17

FOR DEVELOPMENT APPLICATION

DATED: 13 November 2019

REGISTERED ON: 13 November 2019

To:	Kieron Barnes
Address:	Ekistics Level 1, 16 Vardon Avenue Adelaide SA 5000
Email:	kbarnes@ekistics.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Plan No	Street	Suburb	Hundred	Title Reference
A300	110155	Fourth and Fifth Streets	Bowden	Yatala	6165/579

Nature of Proposed Development:	Minor amendment to Development Authorisation 252/L007/17 R1 for a mixed use multi-storey development consisting of four separate towers connected at basement level and arranged around a ground floor central common space. -Amendments include a revised basement level 1 and 2 car parking layout, revised building services locations and a change from 'over bonnet lockers' to free standing storage lockers.

In respect of the proposed development you are informed that:

NATURE OF DECISION	DECISION STATUS	DATE OF DECISION	CONDITIONS	RESERVED MATTERS
Development Plan Consent	GRANTED	14 July 2017	17	
Regulation 47A R1 Update	GRANTED	3 October 2019	17	
Regulation 47A R2 Update	GRANTED	15 November 2019	17	
Building Rules Consent	STILL REQUIRED			
DEVELOPMENT APPROVAL	STILL REQUIRED			

This decision only updates the approved plans (previously granted consent under Condition 1 under DA 252/L007/17 R1). If the updated documentation requires a further building rules assessment, these matters must be considered by either a private certifier or the local Council to ensure the safety and stability of construction in accordance with the Building Code of Australia.

Karl Woehle
A/TEAM LEADER, INNER METRO DEVELOPMENT ASSESSMENT
as delegate of the
State Commission Assessment Panel
Date of Original Decision: 14 July 2017
Date of Reissue (R1): 3 October 2019
Date of Reissue (R2): 15 November 2019
[1] Sheets Attached

TERMS OF INSTRUMENT NOT CHECKED BY THE LANDS TITLE OFFICE

DEVELOPMENT APPLICATION - 252/L007/17 Revision 2

Preamble

a) On 14 July 2017 the former Inner Metropolitan Committee of the Development Assessment Commission (IMDAC) granted planning consent to Development Application 252/L007/17 for a mixed use multi-storey development consisting of four separate towers connected at basement level and arranged around a ground floor central common space.

b) On 3 October 2019 the State Commission Assessment Panel approved a minor amendment to the authorised development in accordance with Regulation 47A of the *Development Regulations 2008* for amendments including a reduction in the height of all four building, changes to the façade treatment and the materials and colours and removal of a roof garden and the replacement with plant.

c) On 15 November 2019 the State Commission Assessment Panel approved a minor amendment to the authorised development in accordance with Regulation 47A of the Development Regulation 2008 for amendments including a revised basement level 1 and 2 car parking layout, revised building services locations and a change from 'over bonnet lockers' to free standing storage lockers.

Planning Conditions:

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and following plans submitted in Development Application No 252/L007/17 R2.

Advisory Note:

a. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 252/L007/17, DA 252/L007/17 R1 and DA 252/L007/17 R2) remain valid.

#11859783

Napier & Blakeley
COST ▪ RISK ▪ RETURN

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11 February 2022
File Ref 5007081193.J50114

Community Corp. 42152 Inc.
C/-
Whittles Management Services Pty Ltd
PO Box 309
Kent Town SA 5071

Dear Sir/Madam

Sinking Fund Budget

On Fifth
Community Corp. 42152 Inc.
12 Fifth Street
Bowden SA

Further to our proposal and your subsequent commission, we are pleased to provide our Sinking Fund budget for the above property.

If you have any queries or require further information please contact Bob Keast or Robert Buntine of this office.

Yours faithfully

Napier & Blakeley Pty Ltd.

Napier & Blakeley Pty Ltd









Sydney
Melbourne
Brisbane

Adelaide
Perth
Singapore

Napier & Blakeley
COST ▪ RISK ▪ RETURN

On Fifth
Community Corp. 42152 Inc.
12 Fifth Street
Bowden SA



Sinking Fund Budget

Prepared for
Community Corp. 42152 Inc.
C/-
Whittles Management Services Pty Ltd
PO Box 309
Kent Town SA 5071

Prepared by
Napier & Blakeley Pty Ltd
ACN 006 386 278
Level 8
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11 February 2022
File Ref 5007081193.J50114

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1. Introduction

Under instructions from Eric Breda of Whittles, we set out in this report our Sinking Fund Budget for the common areas of the subject property.

The purpose of this report is to provide an independent analysis of the Sinking Fund requirements of the Owners Corporation as required by the Community and Strata Titles Act 2012

This report identifies and evaluates the likely funding requirements for items requiring capital expenditure is detected by site inspection, by reference to service contractors, by making an assessment of life expectancy or by feed back from the Owners Corporation. Allowances can be made building for upgrades or refurbishments if advised.

Life expectancies and years to replacement used in this report are intended as a guide for the purposes of determining a reasonable budget allowance for each year covered by this report.

The Owners Corporation may wish to review the following:-

- Seek acknowledgment from the members of the Owners Corporation regarding the state of the building.
- Ascertain the future time objectives for the appearance and repair of the building, which may affect the immediate cash flow requirements.

We advise that the Sinking Fund Budget should be reviewed regularly to update any changes caused by abnormal expenditure, inflation rates, building material availability and the condition of the building.

This report makes no assessment of any safety issues, but allowances can be made for any requirements / upgrades if required.

2. Property Description

354 Bowden consists of 5 residential corporations sitting on a common basement carpark.
- On Fifth
- On the Lane
- On the Park East
- On the Park West
- On Gibson

On Fifth Community Corp. 42152Inc. is an seven-storey building with common entries & walkways and includes the following

- Fire panel
- Lift
- Smoke exhaust fans
- Security access system
- Access to common basement

3. Basis of Report

The Sinking Fund Budget assesses the funding requirement to enable restoration to original standard of the property and items that are the responsibility of the Owners Corporation. Specifically it includes spending of a capital or non-recurrent nature; and the periodic replacement of major items of a capital nature; and other spending that should reasonably be met from capital.

We have assumed the property will be properly maintained to ensure maximum effective life of all components.

No allowance has been made in respect of potential change of use of the building or for obsolescence either functionally or technologically

No allowance has been made for damage caused by termites or other insects, regular maintenance checks should be carried out to detect their presence.

The following items (where applicable) are deemed to be funded from the Administration Budget and do not form part of the Sinking Fund.

- Light fittings and diffusers
- Costs associated with various maintenance agreements (eg. mechanical services and fire services)
- Landscaping including garden watering system

The following items (where applicable) have a life span similar to the building structure and have been excluded from the Sinking Fund Budget.

- Electrical distribution gear and circuits (including telephone)
- Water/Fire/Gas supply piping
- Garbage chute liners
- Concrete/Bitumen paving (excluding major repairs)
- Wall render (excluding major repairs)
- Concrete/Block walls and structures
- Site drainage (excluding major repairs)

The attached figures have been calculated by adopting a current replacement cost of each component and apportioning the cost over the anticipated remaining life of the asset and adding an average annual inflating factor of 2.0% which is based on the average building construction cost inflation rate over the past ten years.

Bank interest accrued on fund monies has not been included in the calculations.

The report is based on financial years. For calculation purposes, the year stated indicates the commencement of the financial year.

This is not a structural report and does not cover expenditure which occurs either directly or indirectly as a result of structural defects.

The cost for replacement includes 10% GST.

4. Sinking Fund Budget

The sinking fund budget outlines our assessment of the funding requirements for items requiring expenditure of a capital or non recurrent nature.

R - Indicates the year in which expense is budgeted to occur.

The number of years until replacement of a Sinking Fund Budget item is an assessment of the date a budgeted event is due to happen. This assessment is based on one or more of the following criteria:

- The current condition of the item
- The suitability of it to carry out its intended function
- The life expectancy of that item
- The current age of the item

The life expectancy of a Sinking Fund Budget item is an allocation of the number of years given to a budget item if it is used for the purpose it was designed and intended.

Refer to the following Sinking Fund Budget.

Averaging of contributions

To avoid the highs and lows of the funding requirements (see the ‘Total sinking fund contribution PA’ at the bottom of the ‘Sinking Fund Budget’ table) the funding has been averaged over a period of 15 years and adjusted for inflation.

4.1 Sinking Fund Budget

Property Name : On Fifth - 12 Fifth Street Bowden SA
Community Corporation : 42152 Inc.
Date Prepared : February 2022

Building Inflation Rate Used : **2.00%**
Aggregate Lot Entitlement / Number of Units : 10000 / 47

	Items	Years till Replacement	Life Expectancy	Current Cost 2022	Annual requirement 'R - indicates expected year of replacement.														
					2022 R 2023	2023 R 2024	2024 R 2025	2025 R 2026	2026 R 2027	2027 R 2028	2028 R 2029	2029 R 2030	2030 R 2031	2031 R 2032	2032 R 2033	2033 R 2034	2034 R 2035	2035 R 2036	2036 R 2037
	Electrical Machinery and Equipment :																		
1	Misc. Works	4	5	**4,500**	1,182	1,205	1,230	1,254 R	1,033	1,054	1,075	1,097	1,119 R	1,141	1,164	1,187	1,211	1,235 R	1,260
	Fire Control and Alarm Systems :																		
2	Alarms & Detection System upgrade	9	10	**7,500**	919	937	956	975	995	1,015	1,035	1,055	1,077 R	998	1,018	1,038	1,059	1,080	1,102
3	Smoke Ventilation Equipment	19	20	**5,000**	319	325	332	338	345	352	359	366	374	381	389	397	404	413	421
	Floor Finishes :																		
4	Carpet - Common Areas	9	10	**30,000**	3,675	3,749	3,824	3,900	3,978	4,058	4,139	4,222	4,306 R	3,991	4,071	4,153	4,236	4,320	4,407
	Furniture and Fittings :																		
5	Signage	14	15	**3,000**	248	253	258	263	268	274	279	285	290	296	302	308	314	321 R	308
	Hydraulic Services :																		
6	Plumbing & Drainage Misc. Works	4	5	**2,500**	657	670	683	697 R	574	586	597	609	621 R	634	647	659	673	686 R	700
	Lifts :																		
7	Major Upgrade	19	20	**135,000**	8,611	8,783	8,958	9,138	9,320	9,507	9,697	9,891	10,089	10,290	10,496	10,706	10,920	11,139	11,361
8	Interiors, Buttons & Indicators	14	15	**12,000**	991	1,011	1,031	1,052	1,073	1,094	1,116	1,139	1,161	1,185	1,208	1,232	1,257	1,282 R	1,232
	Painting and Finishes :																		
9	Internal Walls	9	10	**15,000**	1,838	1,874	1,912	1,950	1,989	2,029	2,070	2,111	2,153 R	1,996	2,036	2,076	2,118	2,160	2,203
10	Internal Ceilings	11	12	**7,000**	715	730	744	759	774	790	805	822	838	855	872 R	823	839	856	873
11	External Areas	11	12	**80,000**	8,174	8,338	8,504	8,675	8,848	9,025	9,206	9,390	9,577	9,769	9,964 R	9,406	9,594	9,786	9,982
	Security Systems and Equipment :																		
12	Intercom & Access System - upgrade	9	10	**4,500**	551	562	574	585	597	609	621	633	646 R	599	611	623	635	648	661
	CONTINGENCY				697	711	725	740	745	760	775	790	806	803	819	815	832	848	863
	Total sinking fund contribution PA				28,577	29,148	29,731	30,326	30,541	31,151	31,774	32,409	33,058	32,937	33,596	33,424	34,093	34,774	35,373
	Total sinking fund contribution PA, per unit entitlement				2.86	2.91	2.97	3.03	3.05	3.12	3.18	3.24	3.31	3.29	3.36	3.34	3.41	3.48	3.54
	Total sinking fund expense PA							7,577					76,486		108,174			29,029	
	Total sinking fund expense PA, per unit entitlement							0.76					7.65		10.82			2.90	
	Average sinking fund contribution PA				27,809	28,365	28,932	29,511	30,101	30,703	31,317	31,944	32,583	33,234	33,899	34,577	35,268	35,974	36,693
	Average sinking fund contribution PA, per unit entitlement				2.78	2.84	2.89	2.95	3.01	3.07	3.13	3.19	3.26	3.32	3.39	3.46	3.53	3.60	3.67

5. Sinking Fund Available Funds Flow

The Sinking Fund Available Funds Flow calculates the funds that are available each year by deducting the forecast expenditure and the previous fund apportionment (if required) from the sinking fund contribution.

Refer to the following Sinking Fund Available Funds Flow
.

5.1 Sinking Fund Available Funds Flow

Property Name : On Fifth - 12 Fifth Street Bowden SA
Community Corporation : 42152 Inc.
Date Prepared : February 2022

Year	2022 2023	2023 2024	2024 2025	2025 2026	2026 2027	2027 2028	2028 2029	2029 2030	2030 2031	2031 2032	2032 2033	2033 2034	2034 2035	2035 2036	2036 2037
Balance brought forward	**4,722**	32,059	59,952	88,412	109,874	139,503	169,734	200,579	232,051	187,675	220,437	146,162	180,739	216,008	222,953
Budgeted annual contributions	27,809	28,365	28,932	29,511	30,101	30,703	31,317	31,944	32,583	33,234	33,899	34,577	35,268	35,974	36,693
Deduct - Previous Sinking Fund ($ 4722 / 10 years)	-472	-472	-472	-472	-472	-472	-472	-472	-472	-472					
Actual Annual Contributions	**27,337**	**27,893**	**28,460**	**29,039**	**29,629**	**30,231**	**30,845**	**31,472**	**32,110**	**32,762**	**33,899**	**34,577**	**35,268**	**35,974**	**36,693**
Deduct - end of year expenditure	NIL	NIL	NIL	-7,577	NIL	NIL	NIL	NIL	-76,486	NIL	-108,174	NIL	NIL	-29,029	NIL
Total - available funds	32,059	59,952	88,412	109,874	139,503	169,734	200,579	232,051	187,675	220,437	146,162	180,739	216,008	222,953	259,646

6. Sinking Fund Contribution Per Title

The Sinking Fund Contribution Per Title sets out the annual contribution each lot makes to the budget. This is apportioned according to the Schedule of Lot Entitlements for the property.

Refer to the following Sinking Fund Contribution Per Title.

6.1 Sinking Fund Contribution Per Title

Property Name : On Fifth - 12 Fifth Street Bowden SA
Community Corporation : 42152 Inc.
Date Prepared : February 2022

Aggregate Lot Entitlement / Number of Units : 10000 / 47

Lot	Lot entitlement	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
1	252	688.89	702.90	717.20	731.78	746.65	761.82	777.30	793.08	809.18	825.60	854.25	871.34	888.77	906.54	924.67
2	250	683.42	697.32	711.51	725.97	740.73	755.78	771.13	786.79	802.76	819.05	847.47	864.42	881.71	899.35	917.33
3	165	451.06	460.23	469.59	479.14	488.88	498.81	508.95	519.28	529.82	540.57	559.33	570.52	581.93	593.57	605.44
4	298	814.64	831.21	848.12	865.36	882.95	900.89	919.19	937.85	956.89	976.31	1,010.19	1,030.39	1,051.00	1,072.02	1,093.46
5	252	688.89	702.90	717.20	731.78	746.65	761.82	777.30	793.08	809.18	825.60	854.25	871.34	888.77	906.54	924.67
6	298	814.64	831.21	848.12	865.36	882.95	900.89	919.19	937.85	956.89	976.31	1,010.19	1,030.39	1,051.00	1,072.02	1,093.46
7	165	451.06	460.23	469.59	479.14	488.88	498.81	508.95	519.28	529.82	540.57	559.33	570.52	581.93	593.57	605.44
8	252	688.89	702.90	717.20	731.78	746.65	761.82	777.30	793.08	809.18	825.60	854.25	871.34	888.77	906.54	924.67
9	209	571.34	582.96	594.82	606.91	619.25	631.83	644.66	657.76	671.11	684.73	708.49	722.66	737.11	751.85	766.89
10	152	415.52	423.97	432.60	441.39	450.36	459.51	468.85	478.37	488.08	497.98	515.26	525.57	536.08	546.80	557.74
11	191	522.13	532.76	543.59	554.64	565.92	577.41	589.14	601.11	613.31	625.76	647.47	660.42	673.63	687.10	700.84
201	198	541.27	552.28	563.51	574.97	586.66	598.58	610.74	623.14	635.79	648.69	671.20	684.62	698.32	712.28	726.53
202	189	516.66	527.18	537.90	548.84	559.99	571.37	582.97	594.81	606.89	619.20	640.69	653.50	666.57	679.91	693.50
203	196	535.80	546.70	557.82	569.16	580.73	592.53	604.57	616.84	629.36	642.14	664.42	677.71	691.26	705.09	719.19
204	196	535.80	546.70	557.82	569.16	580.73	592.53	604.57	616.84	629.36	642.14	664.42	677.71	691.26	705.09	719.19
205	159	434.65	443.50	452.52	461.72	471.10	480.68	490.44	500.40	510.56	520.92	538.99	549.77	560.77	571.98	583.42
206	213	582.27	594.12	606.20	618.53	631.10	643.92	657.00	670.34	683.95	697.83	722.05	736.49	751.22	766.24	781.57
207	213	582.27	594.12	606.20	618.53	631.10	643.92	657.00	670.34	683.95	697.83	722.05	736.49	751.22	766.24	781.57
208	193	527.60	538.33	549.28	560.45	571.84	583.46	595.31	607.40	619.73	632.31	654.25	667.34	680.68	694.30	708.18
301	200	546.74	557.86	569.20	580.78	592.58	604.62	616.90	629.43	642.21	655.24	677.98	691.54	705.37	719.48	733.87
302	191	522.13	532.76	543.59	554.64	565.92	577.41	589.14	601.11	613.31	625.76	647.47	660.42	673.63	687.10	700.84
303	209	571.34	582.96	594.82	606.91	619.25	631.83	644.66	657.76	671.11	684.73	708.49	722.66	737.11	751.85	766.89
304	209	571.34	582.96	594.82	606.91	619.25	631.83	644.66	657.76	671.11	684.73	708.49	722.66	737.11	751.85	766.89
305	161	440.12	449.08	458.21	467.53	477.03	486.72	496.61	506.69	516.98	527.47	545.77	556.69	567.82	579.18	590.76
306	215	587.74	599.70	611.90	624.34	637.03	649.97	663.17	676.64	690.37	704.38	728.83	743.40	758.27	773.44	788.91
307	215	587.74	599.70	611.90	624.34	637.03	649.97	663.17	676.64	690.37	704.38	728.83	743.40	758.27	773.44	788.91
308	196	535.80	546.70	557.82	569.16	580.73	592.53	604.57	616.84	629.36	642.14	664.42	677.71	691.26	705.09	719.19

Property Name : On Fifth - 12 Fifth Street Bowden SA
Community Corporation : 42152 Inc.
Date Prepared : February 2022

Aggregate Lot Entitlement / Number of Units : 10000 / 47

Lot	Lot entitlement	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
401	202	552.20	563.44	574.90	586.59	598.51	610.67	623.07	635.73	648.63	661.79	684.76	698.45	712.42	726.67	741.21
402	193	527.60	538.33	549.28	560.45	571.84	583.46	595.31	607.40	619.73	632.31	654.25	667.34	680.68	694.30	708.18
403	211	576.81	588.54	600.51	612.72	625.17	637.88	650.83	664.05	677.53	691.28	715.27	729.57	744.17	759.05	774.23
404	211	576.81	588.54	600.51	612.72	625.17	637.88	650.83	664.05	677.53	691.28	715.27	729.57	744.17	759.05	774.23
405	163	445.59	454.65	463.90	473.33	482.95	492.77	502.78	512.99	523.40	534.02	552.55	563.60	574.88	586.37	598.10
406	217	593.21	605.28	617.59	630.14	642.95	656.02	669.34	682.93	696.80	710.94	735.61	750.32	765.33	780.63	796.25
407	217	593.21	605.28	617.59	630.14	642.95	656.02	669.34	682.93	696.80	710.94	735.61	750.32	765.33	780.63	796.25
408	198	541.27	552.28	563.51	574.97	586.66	598.58	610.74	623.14	635.79	648.69	671.20	684.62	698.32	712.28	726.53
501	204	557.67	569.02	580.59	592.39	604.43	616.72	629.24	642.02	655.05	668.35	691.54	705.37	719.48	733.87	748.54
502	196	535.80	546.70	557.82	569.16	580.73	592.53	604.57	616.84	629.36	642.14	664.42	677.71	691.26	705.09	719.19
503	213	582.27	594.12	606.20	618.53	631.10	643.92	657.00	670.34	683.95	697.83	722.05	736.49	751.22	766.24	781.57
504	213	582.27	594.12	606.20	618.53	631.10	643.92	657.00	670.34	683.95	697.83	722.05	736.49	751.22	766.24	781.57
505	165	451.06	460.23	469.59	479.14	488.88	498.81	508.95	519.28	529.82	540.57	559.33	570.52	581.93	593.57	605.44
506	198	541.27	552.28	563.51	574.97	586.66	598.58	610.74	623.14	635.79	648.69	671.20	684.62	698.32	712.28	726.53
507	198	541.27	552.28	563.51	574.97	586.66	598.58	610.74	623.14	635.79	648.69	671.20	684.62	698.32	712.28	726.53
508	172	470.19	479.76	489.52	499.47	509.62	519.98	530.54	541.31	552.30	563.51	583.06	594.72	606.62	618.75	631.13
601	302	825.57	842.37	859.50	876.97	894.80	912.98	931.53	950.44	969.74	989.41	1,023.75	1,044.22	1,065.11	1,086.41	1,108.14
602	280	765.43	781.00	796.89	813.09	829.62	846.47	863.67	881.20	899.09	917.34	949.17	968.15	987.52	1,007.27	1,027.41
603	283	773.63	789.37	805.42	821.80	838.50	855.54	872.92	890.65	908.73	927.17	959.34	978.53	998.10	1,018.06	1,038.42
604	327	893.91	912.10	930.65	949.57	968.87	988.56	1,008.64	1,029.12	1,050.01	1,071.32	1,108.50	1,130.67	1,153.28	1,176.35	1,199.87
	10000	**27,337**	**27,893**	**28,460**	**29,039**	**29,629**	**30,231**	**30,845**	**31,472**	**32,110**	**32,762**	**33,899**	**34,577**	**35,268**	**35,974**	**36,693**

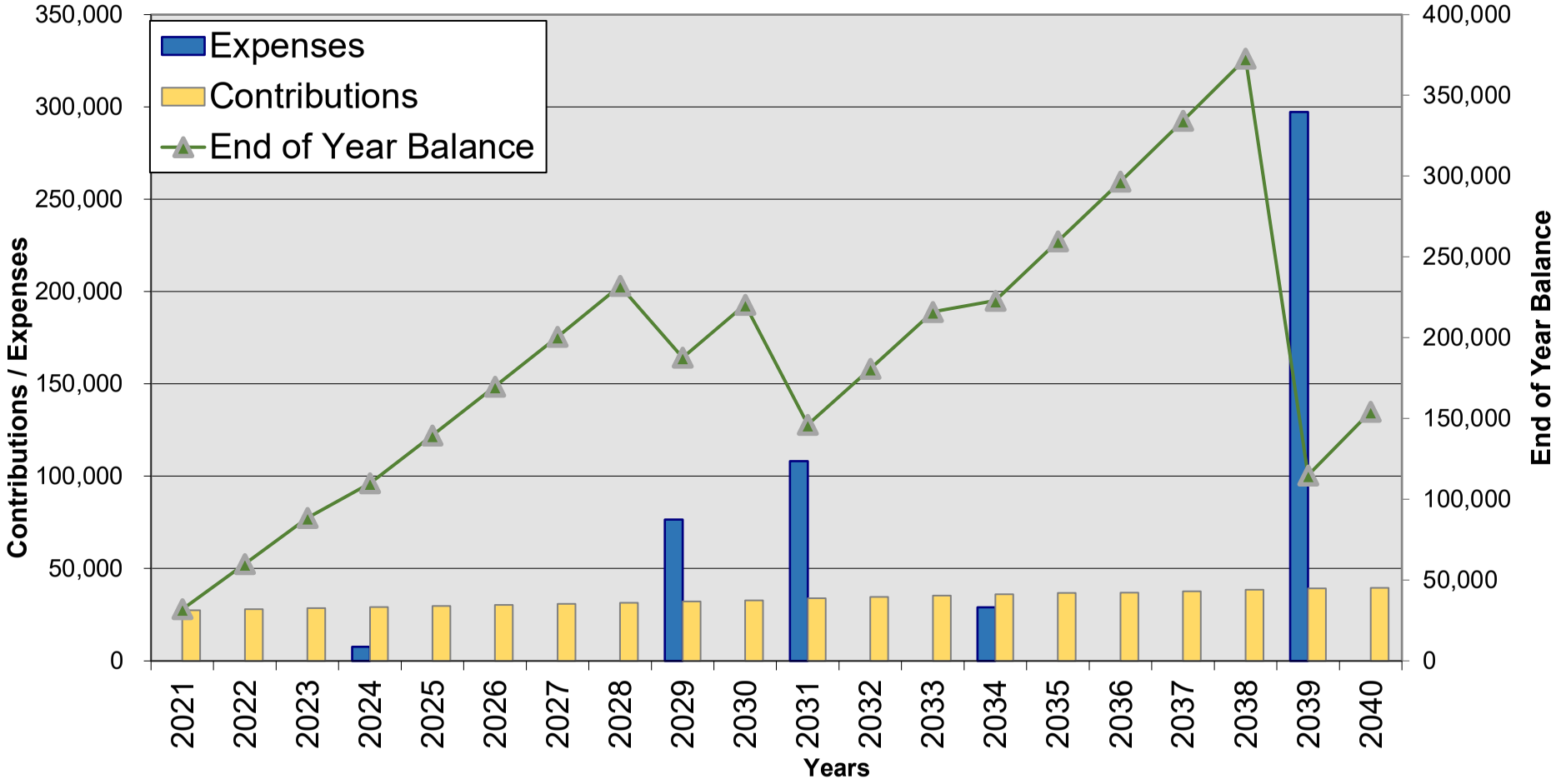
7. 20 Year Available Funds Flow Chart

The Available Funds Flow Chart is based on the Sinking Fund Available Funds Flow which displays the balance of available funds after each year's contributions and expenditure have been taken into account.

The intention of this chart is to present a graphical representation of the financial account indicating periodical trends of fund accumulation and expenditure which may influence the financial strategies of the Owners Corporation.

Refer to the following 20 Year Available Funds Flow Chart
.

7.1 20 Year Available Funds Flow Chart



8. Disclaimer

This report is the opinion of Napier & Blakeley Pty Ltd ACN 006 386 278 ATF Napier & Blakeley
Unit Trust ABN 87 601 474 307 (**Napier & Blakeley**) and is to be read together with and is subject to the term and conditions of our engagement. Our opinions in this report are based on the information referred to in this report that has been made available to us by or on behalf of the addressee (**Information**).

Napier & Blakeley has not obtained independent verification of the Information. As such, our opinion may be different if the Information is incorrect or inaccurate in any way. This report was prepared solely for the addressee and its use is limited to the purpose for which it was provided.
No third party may rely on this report without first obtaining the prior written consent of Napier &
Blakeley.

Napier & Blakeley does not warrant the accuracy or completeness of the Information, and to the maximum extent permitted by law, does not accept any responsibility or liability for any loss suffered by any person or entity as a result of or in connection with error, inaccuracy, misrepresentation, incompleteness or similar defect in the Information and/or this report or any default, negligence or lack of care in relation to the preparation or provision of the Information and/or this report.

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Certificate of Insurance

ABN 29 008 096 277

Eric Breda
Community Corporation 41974 Inc
C/- Whittles Strata Management
PO Box 309
KENT TOWN SA 5065

Date: 31.08.2026
Invoice No: I5077795

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Strata/Community Corporation -

Insurer CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000

Period 31.08.2026 to 31.08.2027

Policy No. HU0000021982

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate.
If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 41974 Inc
Strata/Community Corporation -

STRATA/COMMUNITY CORPORATION – DOMESTIC

INSURED:

Community Corporation 41974 Inc (Primary) – 354 Bowden
Community Corporation 41975 Inc (Secondary) – On the Lane
Community Corporation 42152 Inc (Secondary) – On Fifth
Community Corporation 42153 Inc (Secondary) – On the Park East
Community Corporation 42440 Inc (Secondary) – On Gibson
Community Corporation 42621 Inc (Secondary) – On the Park West

SITUATION:

354 Bowden – Lot 300 Fourth St, Bowden
On The Lane – 9 Muriel Matters Walk, Bowden
On Fifth – 12 Fifth St, Bowden
On the Park East – 9 Fourth ST, Bowden
On Gibson – 47 Gibson St, Bowden
On the Park West – 15 Fourth St, Bowden

POLICY (1)	INSURED PROPERTY (Building)		$ 180,000,000
	Loss of Rent/Temp Accommodation (15%)		$ 27,000,000
	INSURED PROPERTY (Common Area Contents)		$ 761,250
	FLOOD		Selected
	Excess Standard	$2,500	
	Excess Water Damage	$10,000	
	Exploratory Costs – Burst Pipes	$10,000	
	Excess Malicious Damage	$10,000	
	Excess Storm Damage	$10,000	
	Excess Machinery Breakdown	$2,500	
	Other excesses payable are shown in the Policy Wording.		
POLICY (2)	LIABILITY TO OTHERS		$ 30,000,000
POLICY (3)	VOLUNTARY WORKERS		
	Capital Benefits		$ 300,000
	Weekly Benefits		$ 3,000
POLICY (4)	WORKERS COMPENSATION (NSW,ACT,TAS & WA ONLY)		Not Selected
POLICY (5)	FIDELITY GUARANTEE		$ 1,150,000
	CYBER		$ 50,000
POLICY (6)	OFFICE BEARER'S LEGAL LIABILITY		$ 5,000,000
POLICY (7)	MACHINERY BREAKDOWN		$ 100,000
	Excess Standard $2,500		
POLICY (8)	CATASTROPHE INSURANCE (Insured Property)		Not Insured
	Extended Cover–Rent/Temp Accommodation (15%)		Not Insured

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COVERAGE SUMMARY

Community Corporation 41974 Inc
Strata/Community Corporation -

	Escalation in Cost of Temp Accommodation (5%)		Not Insured
	Cost of Storage and Evacuation (5%)		Not Insured
POLICY (9)	PART A – Government Audit Costs	$	25,000
	PART B – Appeal Expenses – Common property health & safety breaches	$	100,000
	PART C – Legal Defence Expenses	$	50,000
POLICY (10)	LOT OWNER'S FIXTURES & IMPROVEMENTS (per lot)	$	250,000

NOTES:
Primary corporation 41974, Secondary 41975, Secondary 42152, Secondary 42621 & 42153 Secondary

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

UNDERWRITING INFORMATION:

Year Built	2021
Primary Wall Construction	Brick
Secondary Wall Construction	Concrete
Roof Construction	Colourbond
Floor Construction	Concrete

Aluminium Composite Panels	No

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

Heritage Listed	No

Fire Protection

Sprinkler systems in the complex basement/carpark?	Yes
Sprinkler systems in the complex units?	Yes
Fire hose reels located throughout the complex?	Yes

Number of Units	229
Number of Levels	11
Number of Basements	2
Number of Lifts	5
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	5
% of EPS	Yes%
% Commercial Tenants	1.9%

1.94%

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COVERAGE SUMMARY

Community Corporation 41974 Inc
Strata/Community Corporation -

Additional Construction Comments:
Walls: Pre-cast reinforced concrete panels/imitation brick facades/colorbond panels/weatherboard cladding Roof: Reinforced concrete/colorbond decking Floor: Reinforced concrete *229 Units Correct, 4 x Commercial, 225 x Residential *2 x eleven-storey buildings, 1 x eight-storey building, 2 x six-storey buildings

CHU

Residential Strata Insurance Plan

Product Disclosure Statement and Policy



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Date of Preparation: 25 July 2025

Date of Effective: 31 July 2025

QM562-0725

Product Disclosure Statement (PDS)

This PDS was prepared on the 25 July 2025.

Important Information and Notices

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

The information in this PDS is current at the preparation date however it may change over time.

When we make a change that is materially adverse, either a Supplementary Product Disclosure Statement (SPDS) or a new PDS will be provided at renewal.

If we make a change to information in the PDS that is not materially adverse, we may not notify you of the change and may not immediately update the PDS. However, you can contact us for a copy of the change at no charge by us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that We operate in. Through Premiums4Good, We invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way We help in enabling a more resilient future.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is an underwriting agency that provides general advice to issue general insurance products in the Strata Industry and holds an Australian Financial Services Licence (AFS Licence No: 243261). CHUiSAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance (Flex) is a wholly owned subsidiary of CHU. CHU is a wholly owned subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ('SGL').

Authority to deal with Your information

CHU may share information which You have provided to it with its related Body Corporate(s) Flex, not only for the purpose of this CHU product but also for the secondary purpose of products offered by Flex. This includes if You tell Us something in seeking insurance from Us. In purchasing the product described in this PDS, You consent to related Body Corporate disclosure for a secondary purpose.

Authority to act on Our behalf

We have given CHU a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

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

Under the terms of this binding authority CHU acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

The cost of this Policy

Premium is what You pay Us for this Policy and it's made up of the amount We've calculated for the risk and any taxes and government charges.

When calculating Your Premium We take a number of factors into account, including:

- where the Insured Property is located;
- the Sum Insured;
- the Insured Property's characteristics including any defects or maintenance issues;

- the options that You have selected, where available and We have agreed to them;
- Your previous insurance and claims history; and
- any business activities of any Lots/Units used for commercial purposes (not including office work by employees working from home).

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes, fees, duties and charges such as Stamp Duty, GST and any Emergency Services Levy (where applicable).

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

Information relating to Premium calculation

The list of factors in 'The cost of this Policy' is not exhaustive. We may take other factors into account and add or remove factors. The importance We place on the factors We use to calculate the Premium and how the factors combine, all affect calculation of the Premium. Some factors will not affect all components of the Premium and not all components of the Premium may be subject to discounts in the same way or at all.

How the factors combine to calculate Premium may also be impacted according to Your circumstances and other underwriting considerations. The Premium determined by a combination of the factors may be adjusted up or down to reflect Your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the Premium from the combination of factors and may limit discounts.

Minimum Premium and Your previous year's Premium are commercial factors that may limit Premium increases and decreases from the combination of the factors and any discounts. A minimum Premium is the least amount of Premium We will accept for the insurance and factors and any discounts will not reduce the Premium below minimum Premium. Your previous year's Premium is taken into account on renewal and may limit Premium increases and decreases from the combination of the factors and limit discounts.

The Premium We calculate according to the factors, Your circumstances and other commercial factors, including taxes and government charges, will be shown on Your Schedule.

For more information or to make a claim

Please contact CHU to make a claim. They also have an after-hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims Conditions section sets out the full details of what You need to do in the event of a claim.

Claims made and Notified Insurance

Section 5 – Office Bearers' Legal Liability and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provide cover on a claims made and notified basis. This means that these Sections only cover claims first made against You during the period this Policy is in force and notified to the Insurer as soon as reasonably practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that where You gave notice in writing to the Insurer of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Privacy

QBE's Privacy Policy

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, or sometimes through Our agents, other companies in the QBE group or suppliers acting on Our behalf.

We will only ever collect the personal information We need in order to provide Our services to You, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless We are required or permitted by law to collect it without consent. Sometimes We may store and disclose Your personal information overseas. When We do this, We ensure Your information is retained in accordance with the Australian Privacy Act 1988 and local privacy laws.

Our Privacy Policy describes in more detail from whom We collect personal information, as well as where We store it and the ways We could use it. You can find it at qbe.com/au/about/governance/privacy-policy

Our Privacy Policy describes in detail from whom We collect personal information, as well as where We store it and the ways We could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If You would like to access or correct Your personal information, please contact Us at customercare@qbe.com or on 1300 650 503.

CHU's Privacy Policy

You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's / Steadfast's Privacy Officer at:

Phone:	+61 2 9307 6656
Email:	privacyofficer@steadfastagencies.com.au
Post:	PO Box A2016, Sydney South NSW 1235

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement – this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording. It tells You about:
  - what makes up the insurance, i.e. Your contract with Us which We call a Policy;
  - important definitions that set out what We mean by certain words;
  - the cover We can provide (see Sections 1 to 6) which in addition to the standard cover provided to You under the relevant Sections may, depending on Your circumstances and selections, also consist of standard benefits, additional benefits, special benefits or optional extensions applicable to Your cover;
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 6);
  - what You and We need to do in relation to claims;
  - Yours and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Section is provided only if specified as applicable in the Schedule.

Section 1 – Insured Property

We insure You up to the Sum Insured shown in the Schedule for Section 1 for Damage to Your Insured Property (Building and Common Area Contents) that occurs during the Period of Insurance not otherwise excluded in the Section.

If the Sum Insured is not otherwise expended, We will also pay for the costs or fees incurred as a result of Damage to Your Insured Property under Section 1. Details of the costs and fees We pay are set out under the heading 'Additional Benefits' in Section 1.

We also provide cover for Special Benefits in addition to the Sum Insured for Section 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Section 1. The combined total amount We will pay under Special Benefits arising out of any one Event that is admitted as a claim under Section 1 is limited to the percentage of the Building Sum Insured for Section 1 as shown in the Schedule or such other percentage as We may agree in writing.

Section 1 – Insured Property – standard extension – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and Improvements in their Lot/Unit provided that the Sum Insured under Section 1 is not otherwise expended. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Section 1.

Section 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Section 2 if You become legally responsible to pay compensation for Personal Injury or

Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

We also pay the costs of defending a claim in connection with a claim under this Section.

Section 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Section 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

Section 4 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Section 4 for the fraudulent misappropriation of Your funds committed during the Period of Insurance.

Section 5 – Office Bearers' Legal Liability

We will respond to any Claim first made against an Office Bearer in respect of legal liability for any Claim made against them.

The amount payable in respect of all Claims under Section 5 will not exceed the Limit of Liability shown in the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Section 6 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Important information You should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

For example, We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;

b. the actual or alleged use or presence of asbestos;

c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions, We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date, Your Policy may be cancelled and We will write to let You know when this will happen.
4. When renewing Your insurance with Us, You have a duty to take reasonable care not to make a misrepresentation. This means giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf.

We use Your answers to decide whether to insure You and on what terms. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

Annual Premium

We will let You know how much Premium You need to pay Us, how to pay it and when. If You pay Your Premium annually, You need to pay Your Premium on time to ensure You are covered. If You don't pay the Premium Your Policy may be cancelled and We'll write to You to let You know when this will happen.

Instalment payments

Customers who acquire a Policy directly through CHU have an option to pay for the Policy by way of instalments.

If You pay Your Premium by instalment, Your Schedule will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven days before Your next instalment is due to allow Us to process the change in time.

What happens if You miss an instalment

If You miss an instalment, We'll contact You to ask You to pay it or arrange to collect it from You. If You don't pay the missed instalment Your Policy may be cancelled and We'll write to You to let You know when this will happen.

If You don't pay the missed instalment and a claim arises, then We will deduct the missed instalment from Your claim.

At renewal

If You pay by instalments, and You renew Your Policy, We will continue to deduct instalments for Your renewed Policy at the new Premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit.

If You don't want to renew, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

A claim on Your Policy may affect Your renewal Premium

If You have a claim, contact Us as soon as You can after the incident – see Claims Conditions – What You must do. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident – see Claims Conditions – What You must not do. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the Premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional Premium We would have charged if We had known about that claim.

If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal Premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional Premium. If You're paying in instalments, any remaining instalments will be adjusted to reflect the additional Premium.

If You've already paid Your renewal Premium in full, You'll need to pay Us any additional Premium to ensure Your cover is not affected. If You don't pay the additional Premium by the due date then We may:

- deduct the outstanding Premium amount from a claim payment; or
- cancel Your Policy – see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after we issued Your renewal invitation, We will not ask You to pay the additional Premium for that renewal period however the claim may affect Your future renewal Premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

If Your payment details change

If the direct debit details You use to pay Us change, such as You changing credit cards or bank accounts, You must tell Us at least seven days before Your next payment date to allow Us to process the change in time.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of the Policy include:

Underwriting Agency Fee

An Underwriting Agency fee is payable by You for each Policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any Underwriting Agency fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation. For more information on the Underwriting Agency fee please refer to the CHU Financial Services Guide or contact CHU directly.

Refund of Premium

You may cancel the Policy at any time. If You choose to cancel the Policy, We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no Event has occurred where liability arises under the Policy.

Commissions

SGL or CHU may receive a commission payment from Us when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or CHU directly.

Confirming transactions

You may contact CHU in writing or by email or phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

Sending You documents

Documents relating to Your insurance Policy will be sent by post or email. Where You have been given the choice, they will be sent by Your chosen delivery method and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update these as soon as they change.

How to make a claim

Please contact CHU to make a claim, the contact details are shown on the back cover of this document. They also have an after-hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise them as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim, We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, allow Us or Our appointed representative to inspect Your Insured Property and take possession of any Damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the damage or loss and prevent further loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where practicable and reasonable not dispose of any Damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

Cooling off period

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling off period, contact Us.

You can also cancel Your Policy outside the cooling off period, see 'Cancellation'.

Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. The aims of the Code are fully supported by CHU. You can read the Code at insurancecouncil.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

Misuse of Our Products and Family Violence

We do not condone the misuse of Our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to provide support to Our customers who may be impacted. Further details about Our Family and Domestic Violence Customer Support Policy are available at qbe.com/au

Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your Policy documents, letters, or emails from Us. Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to https://www.chu.com.au/resource/complaints-and-disputes

Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or claim, You can ask them to refer Your complaint on to Our Internal Dispute Resolution Team. An Internal Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Internal Dispute Resolution Team directly:

Phone:	1300 193 174
Email:	complaints@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059 or Level 33, 101 Miller Street, North Sydney NSW 2060

Step 3 – Still not resolved?

If We are unable to resolve Your complaint to Your satisfaction within a reasonable time, or if You are not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how We deal with complaints on Our website at www.chu.com.au/resource/complaints-and-disputes/ or You can call Us on 1300 361 263 to speak with Us or request a copy of Our complaints brochure at no cost.

Complaints just about privacy

You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's Privacy Officer at:

Phone:	1300 289 248
Email:	compliance@chu.com.au
Post:	PO Box 500, North Sydney NSW 2059

If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, Sydney NSW 2001

Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the complaint handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

Contact CHU

Phone:	1300 361 263
Email:	info@chu.com.au

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone: 1300 558 849

Online: www.apra.gov.au/financial-claims-scheme-general-insurers

Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

a. the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by CHU);

b. the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. When We pay a claim, Your GST status will determine the maximum amount We pay You.

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

Policy Wording

Our Agreement

The agreement between You and Us consists of:

a. the PDS and Policy Wording;

b. the Schedule; and

c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance, once You have paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General Exclusions, which apply to any claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Schedule.

How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You are claiming under, less any Excess.

General Definitions

The words listed below have been given a specific meaning in this Policy Wording and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Policies. These words will be defined in those Policies.

Action of The Sea

means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

a. involves violence against one or more persons; or

b. involves damage to property; or

c. endangers life other than that of the person committing the action; or

d. creates a risk to health or safety of the public or a section of the public; or

e. is designed to interfere with or to disrupt an electronic system.

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit. Where the Stata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Damage, Damaged

means any partial or total accidental physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by this Policy.

Earth Movement

means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

Electronic Data

means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/or processing by electronic, and/or electromechanical data processing and/or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of data and/or the direction and/or manipulation of such equipment.

Endorsement

means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event, Events

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage or series of Damage happening from that one Event, that is claimable under this Policy.

Excess

means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Floating Floors

means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

a. a lake (whether or not it has been altered or modified);

b. a river (whether or not it has been altered or modified);

c. a creek (whether or not it has been altered or modified);

d. another natural watercourse (whether or not it has been altered or modified);

e. a reservoir;

f. a canal;

g. a dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the Indemnity Value and will provide You with details of Our calculation if requested by You.

Insured Property

a. Building:

means building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

i. outbuildings;

ii. fixtures and structural improvements (including Floating Floors), gates and fences;

iii. in-ground swimming pools and spas;

iv. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;

v. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;

vi. underground and overhead services;

vii. Stratum Lot or Volumetric Lot;

that You own or have legal responsibility for at, in or adjacent to Your Situation.

b. Common Area Contents:

i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;

ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;

iii. carpets (whether fixed or unfixed), floor rugs;

iv. swimming pools or spas that are not in-ground;

v. swimming pool or spa covers and accessories;

vi. wheelchairs, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than domestic garden appliances not required by law to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Section 1 – Insured Property;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 13 – Landscaping of Section 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/ Unit (if Your Situation is in Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

Limit of Liability

means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability.

Lot/Unit

means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

Lot Owner

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/ Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

a. built-in or freestanding appliances such as dishwashers, washing machines and dryers;

b. computers, electronic and electrical equipment, domestic garden equipment;

c. Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated. Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners' or Shareholders' interest or liability as an owner and/or occupier of a Lot/ Unit is not included.

Period of Insurance

means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

Policy

means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Premium

means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST), fees, duties and charges as applicable.

Rainwater

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land.

Rent

means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement

means:

a. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and

b. the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with public, statutory or Environmental Protection Authority requirements, but does not include:

i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;

ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than 25% of what the cost would have been had Your Insured Property been totally destroyed.

Schedule

means the most recent current attachment to the Policy that specifies the Situation, those Policies and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

a. the Policy Schedule;

b. the renewal notice You have paid;

c. the Endorsement(s) sent to You.

Senior Counsel

means a barrister in active practice who is entitled to use the post-nominals QC, KC or SC in any one or more superior courts in Australia or New Zealand.

Situation

means the land at the address(es) shown in the Schedule where Your Insured Property is situated.

Storm

means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

Storm Surge

means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

Strata Legislation

means the respective State Legislation applying where Your Building is situated and includes (but is not limited to) the following Acts or similar legislation:

a. *Strata Schemes Management Act 2015* (NSW)

b. *Strata Scheme Development Act 2015* (NSW)

c. *Owners Corporation Act 2006* (VIC)

d. *Unit Titles (Management) Act 2011* (ACT)

e. *Strata Titles Act 1998* (TAS)

f. *Body Corporate and Community Management Act 1997* (QLD)

g. *Strata Titles Act 1985* (WA)

h. *Strata Titles Act 1988* (SA)

i. *Unit Titles Scheme Act 2009* (NT)

Stratum Lot or Volumetric Lot

means an area or lot forming part of the Building required to form part of this insurance Policy excluding a Lot/Unit.

Stratum Lot or Volumetric Lot only extends to Section 1 and Section 1 – Insured Property optional extension (Catastrophe Insurance).

Sum Insured

means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for:

- Section 1 – Insured Property,
- Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements):
- Section 1 – Insured Property optional extension (Catastrophe Insurance);
- Section 1 – Insured Property optional extension (Machinery Breakdown);
- Section 3 – Voluntary Workers;
- Section 4 – Fidelity Guarantee;

- Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

Temporary Accommodation

means, as regards to any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have applied immediately prior to the Damage.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

Tsunami

means a sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.

Vandalism or malicious act

An act done with the intention of causing Damage or harm, or with reckless disregard for the damaging or harmful consequences.

Vehicle, Vehicles

means:

a. any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines; and

b. which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Voluntary Worker

means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear and Tear

means physical deterioration to property occurring over time due to use and/or exposure to its environment.

We, Our, Us, the Insurer

means QBE Insurance (Australia) Limited ABN 78 003 191 035.

You, Your, Yours

means:

a. in respect of Section 1 – Insured Property, Section 1 – Insured Property optional extension (Catastrophe Insurance), and Section 1 – Insured Property standard extension (Lot Owners' Fixtures and Improvements):

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:

i. the interest therein of Members;

ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Section 1 – Insured Property;

iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Section 1 – Insured Property optional extension (Catastrophe Insurance).

b. in respect of Section 2 – Liability to Others:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:

i. the interest therein of Members;

ii. the organisers of recreational activities in respect of item 5 of Section 2;

iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule, but excludes Office Bearers whilst acting in that capacity.

c. in respect of Section 1 – Insured Property optional extension (Machinery Breakdown, Section 4 – Fidelity Guarantee and Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

d. in respect of Section 5 – Office Bearers' Legal Liability:

the past, present or future Office Bearers or committee members of the Body Corporate, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

i. estate, heirs, legal representative or assigns;

ii. legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Body Corporate Manager/ Agent or any other contracted person(s), firm or company when acting in their professional capacity.

General Conditions

These General Conditions apply to all Sections. In addition to these General Conditions, each Section will be subject to specific conditions.

If any of the General Conditions or specific conditions applicable to each Section are not met, We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Section or claiming under it must also comply with these conditions.

1. Acts or omissions of Your Body Corporate Manager/ Agent

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Body Corporate Manager/Agent while acting on Your behalf.

2. Tell Us when these things change

You must tell Us as soon as reasonably possible if any of the information noted below has changed:

- You are carrying out construction works, alterations or additions that exceed $500,000; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a statutory body.

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes.

Changes to Your cover

If You request any change to cover (e.g. You choose to add a Section or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional Premium. If an additional Premium is required, the change will only be effective when:

- if You are paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional Premium;

  or

- You have paid the additional Premium by the due date We give to You.

If You don't pay the additional Premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional Premium owed, the change will not be effective and We will confirm this by issuing a replacement Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.

Changes to Your circumstances

Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

If You tell Us about any of the following changes then We will cancel Your Policy and refund any unused portion of the Premium:

- You are carrying out construction works, alterations or additions that exceed $500,000 that are unacceptable under Our underwriting rules and processes; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation.

If there is a change in the percentage of floor space used for commercial purposes, We may need to cancel Your Policy and replace it with another policy.

If You tell Us about any other change, We will consider it under Our underwriting rules and processes at the time.

3. Cancellation – how Your Policy may be cancelled

Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes or charges, or CHU Underwriting Agency fees.

Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the Insurance Contracts Act 1984 (Cth), whereby the cancellation will take effect from the

fourteenth business day after the day on which notice was given to You.

4. Goods and Services Tax – how it affects any payments We make

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay. When You are:

a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.

b. registered for GST:

i. and We settle direct with the builder, repairer or supplier, We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or

ii. when We settle direct with You, We will pay up to the Sum Insured, Limit of Liability or other Policy limit; and

iii. where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

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

5. Joint insureds

When there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, Damage or liability give Us written notice within a reasonable time.

6. Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $1,000, or the Excess amount shown in the Schedule, whichever is greater.

7. Reinstatement of Sum Insured

After We have admitted liability for a claim, We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

a. when We pay a total loss;

b. when We pay the full Sum Insured;

c. to Section 5 – Office Bearers' Legal Liability;

d. to Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;

e. to Special Benefits 6 and 23 of Section 1 – Insured Property.

8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or Damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action, We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

a. one and the same act, error or omission; or

b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source;

will be deemed to be one claim.

11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party made a misrepresentation to Us before the Policy was entered into this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

i. You were not aware of the failure or misrepresentation;

ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and

iii. the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

12. References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

General Exclusions

These General Exclusions apply to all Policies. In addition to these General Exclusions, each Policy will be subject to specific Exclusions.

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. Act of Terrorism

Any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

2. Asbestos

Liability to pay for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged office records, under Section 1.

4. Intentional damage

Any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

5. Nuclear

Ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

6. War, expropriation

War or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

7. Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

8. Communicable diseases

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with any contagious or communicable disease.

9. Cyber incident

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with:

- an unauthorised or malicious act, software, coding or instructions;
- a threat, hoax, scam or fraud;
- programming or operator error; or
- outage,

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under Your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to Your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, You will still have cover for physical damage to Your property insured under Your Policy caused by an Event such as fire.

10. Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

Claims Conditions

1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

a. take all reasonable steps to reduce the damage and to prevent any further damage;

b. report the incident to the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss.

2. What You must not do

Whatever the circumstances You must not:

a. admit guilt or fault (except in court or to the police);

b. offer or negotiate to pay a claim;

c. admit or deny liability;

d. dispose of any damaged items without first seeking Our approval.

If You do then We will reduce Our liability to the extent of any prejudice caused by Your acts.

3. How to make a claim

When You make a claim, You may reasonably be required to:

a. promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;

b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;

c. provide written statements under oath if We reasonably require it;

d. be interviewed about the circumstances of the claim;

e. allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;

f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Claim preparation costs and fees

We will pay up to $30,000 for the reasonable costs and fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 – Claim preparation costs and fees does not apply to Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 – Emergency and temporary protection costs of Section 1 – Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate damaged Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

7. You must assist Us

Where reasonable You must:

a. comply with all the requirements of this Policy; and

b. give Us all relevant information and assistance which We reasonably require in relation to the claim and any proceedings.

8. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the police for further investigation.

9. Salvage value

We are entitled to any salvage value on recovered items and Damaged items that have been replaced.

10. Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

11. Preventing Our right of recovery

If You have agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We have been prejudiced by this act, We won't cover You for that loss, damage or liability.

Section 1 – Insured Property

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Section 1 in the Schedule for Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When the Sum Insured under Section 1 is not otherwise expended, We will pay for the following incurred as a result of Damage to Your Insured Property that is admitted as a claim under Section 1:

1. Architects' and professional fees, removal of debris

a. the cost of architects' fees, surveyors' fees and other professional fees;

b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), Damaged Lot Owners' and occupiers' Contents and of anything which caused the Damage;

c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;

d. the cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;

that You necessarily incur in the Replacement of Your Insured Property.

2. Emergency and temporary protection costs

Reasonable cost of temporary protection and safety or emergency repairs in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than $7,500 for this Additional Benefit unless You first obtain Our written consent prior to You incurring costs in excess of this amount, which will not be unreasonably withheld.

3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

5. Emergency services

Damage to Your Insured Property caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.

6. Lot/Unit internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and the Sum Insured under Section 1 is not otherwise expended in respect of any one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Section 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Section 1:

1. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1; or

ii. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause 1.a.i. from the time of the Event until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement; and

- under Clause 1.a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

We will not pay under Clause 1.a. Temporary Accommodation:

- if maintenance to the Lot owner's property (that is separate to the Event leading to a claim) is the reason the Lot/Unit cannot be lived in or during the course of any maintenance works;
- If you had no intention of repairing or rebuilding Your Insured Property;
- if the Lot/Unit was not the Lot Owner's principal place of residence at the time of the loss or Damage;
- if the Lot/Unit owner had no intention of living in the Lot/Unit during the repair or rebuild period (had Damage not occurred within the Lot/Unit);
- beyond the period it should reasonably take to repair or reinstate the Lot/Unit to allow the Lot Owner to live in the Lot/Unit again;
- any other costs associated with any business activity being operated within the Lot/Unit.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area, We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1; or

ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity;

iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause 1.b.i. from the time of the Event until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
- under Clause 1.b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- under Clause 1.b.iii, the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three months.

c. Escape of airborne pathogens, murder and suicide

We will pay for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

if You are not permitted to occupy Your Lot/Unit or Common Area by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- murder or suicide; occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of 30 days, whichever first occurs.

d. Failure of supply services We will pay for:

i. the cost of Temporary Accommodation You necessarily incur;

ii. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Section 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

e. Cost of reletting

When You have leased out Your Lot/Unit or Common Area, We will pay reasonable reletting costs up to $1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1; and

ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

f. Meeting room hire

We will pay up to $5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property due to Damage to Your Insured Property that is admitted as a claim under Section 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities is re-established.

g. Lot Owners' contributions and fees

We will pay, up to $2,000 per Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Section 1.

h. Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

i. removing undamaged Lot Owners' Contents to the nearest place of safekeeping;

ii. storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;

iii. returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;

iv. insuring undamaged Lot Owners' Contents during such removal, storage and return; following Damage to Your Insured Property that is admitted as a claim under Section 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

i. Lot Owners' travel costs

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Section 1, We will pay up to $250 per Lot/Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent to incur such travel costs, which will not be unreasonably withheld.

The combined total amount We will pay under Special Benefit 1 – Temporary Accommodation / Rent / contributions / storage – a. to i. arising out of any one Event that is admitted as a claim under Section 1 is limited to the percentage of the Building Sum Insured for Section 1 as shown in the Schedule or such other percentage as We may agree in writing.

2. Emergency accommodation

When You occupy Your Lot/Unit for residential purposes, We will pay up to $2,500 a Lot/Unit for the reasonable cost of emergency accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

a. Damage to Your Insured Property that is admitted as a claim under Section 1; or

b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Section 1 happening to other property in the immediate vicinity.

3. Alterations/additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance, We will during the construction period pay up to $250,000 for Damage to such alterations, additions or renovations by an Event claimable under Section 1 – Insured Property provided:

i. the value of such work does not exceed that amount; or

ii. You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

4. Arson reward

We will pay a total reward of up to $10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage, provided such Damage to Your Insured Property is claimable under Section 1. We will pay the reward to the person or persons providing such relevant information or in such other manner as We may reasonably decide.

5. Electricity, gas, water and similar charges – excess costs

We will pay up to $5,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Section 1.

6. Electricity, gas, water and similar charges – unauthorised use

We will pay up to $5,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent.

We will not pay unless all reasonably practicable steps are taken to terminate such unauthorised use as soon as reasonably practicable after You become aware of it.

7. Fusion of motors

We will pay up to $5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property Damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available, then We will only pay the cost that would have been incurred in replacing with an equivalent modern-day appliance. If an equivalent modern-day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- **a**. motors under a guarantee or warranty or maintenance agreement;
- **b**. other parts of any electrical appliance nor for any software;
- **c**. lighting or heating elements, fuses, protective devices or switches;
- **d**. contact at which sparking or arcing occurs in ordinary working.

How We will settle Your Fusion claim

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- **a**. repairing the Insured Property;
- **b**. replacing the Insured Property; or
- **c**. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Section 1 and the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Section 1, also pay up to $20,000 for the cost of additional environmental improvements not previously installed, such as rainwater tanks, solar energy and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- **a**. repairing the area of Your Insured Property Damaged by such exploratory work;
- **b**. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of $1,000;
- **c**. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of $1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- **a**. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- **b**. replenishing firefighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- **c**. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

11. Funeral expenses

When a Lot/Unit is occupied by the Lot Owner, We will pay up to $5,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1.

12. Keys, lock Replacement

We will pay up to $25,000 for the reasonable costs You necessarily incur in:

a. re-keying or re-coding locks together with replacement keys; or

b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

if the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

i. any building forming part of such property;

ii. the premises of a keyholder; or

iii. during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

13. Landscaping

We will pay the lesser of 1% of the Building Sum Insured under Section 1 or $100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by an Event claimable under Section 1.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to $5,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to $50,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to $25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/ Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereat by:

a. any person in Your employment;

b. a Lot Owner, including any family member permanently residing with them; or

c. a proxy of a Lot Owner.

16. Mortgage discharge

We will pay up to $10,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Section 1.

17. Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Section 1 while in Your physical or legal control.

18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to $1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Section 1 and Temporary Accommodation does not allow pets or security dogs.

19. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in accordance with the terms and conditions of Section 1, when the purchaser has signed an agreement to buy part of or all of such property.

20. Damaged office records

We will pay up to $100,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by an Event claimable under Section 1, while anywhere in Australia.

21. Removal, storage costs

We will pay up to $25,000 for the reasonable costs You necessarily incur in:

a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

b. storing such undamaged portion at that place or an equivalent alternate place;

c. returning such undamaged portion to the Situation when restoration work is completed;

d. insuring Your undamaged Insured Property during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Section 1.

22. Removal of squatters

We will pay up to $1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees, which We will not unreasonably withhold.

23. Title deeds

We will pay up to $5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Section 1, while anywhere in Australia.

24. Water removal from basement

We will pay up to $2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Section 1.

Exclusions

1. We will not pay for damage caused by or arising directly or indirectly from:

a. Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;

b. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;

c. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However, We will pay if the Damage is due to:

i. Fusion of electric motors as covered under Special Benefit 7;

ii. lightning;

iii. power surge when such Event is confirmed by the supply authority; or

iv. resulting fire Damage;

d. any Action of The Sea;

e. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However, We will pay if the Damage is due to:

i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;

ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;

f. underground (hydrostatic) water. However, We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;

g. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However, We will pay for water or liquid Damage resulting from blocked pipes or drains;

h. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;

i. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However, We will pay if any of these causes directly result in Damage from any other Event claimable under Section 1 – Insured Property such as fire or glass breakage;

j. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;

k. water in swimming pools, spas or water tanks;

l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;

m. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);

n. any process involving the application of heat being applied directly to any part of Your Insured Property. However, We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.

2. We will not pay for damage to:

a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;

b. carpets and other floor coverings resulting from staining, fading or fraying. However, We will pay if the Damage directly results from any other Event claimable under Section 1 – Insured Property;

c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;

d. Your Insured Property if it is vacant and undergoing demolition, unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;

e. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However, We will pay for Damage which results from any other Event claimable under Section 1.

3. We will not pay for:

a. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;

b. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;

c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;

d. consequential loss, including but not limited to any:

i. loss of use;

ii. loss of contract;

iii. loss of profit/revenue;

iv. loss of opportunity;

v. loss of goodwill and/or reputational damage; or

vi. special damages;

other than specifically provided under an operative Additional Benefit or Special Benefit;

e. Wear and Tear.

Claims – how We will settle Your claim

1. Rebuilding, Replacement or repair

If Your Insured Property is Damaged, and Your claim is accepted, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

Additionally, if We accept a claim for Lot Owners' Contents cover, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Section 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;

b. where Your Insured Property or, in respect to an accepted claim for Lot Owners' Contents cover, should the Lot Owners' Fixtures and Fittings in the Lot/Unit contain any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available, We will use the nearest equivalent available to the original materials;

c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase any alternative existing building or part thereof to replace all or part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;

e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value, which means We will:

i. reduce the amount payable after due consideration of age and condition of the property at the time of loss. We will ensure any reduction of the amount payable is fair and reasonable;

ii. not pay in excess of Indemnity Value of Your Insured Property; and

iii. seek release from further liability under this Section.

We will not pay under Section 1 as part of the cost of Replacement for the cost to:

i. rebuild or replace Your undamaged Insured Property, or, if applicable, Lot Owners' Fixtures and Fittings in the Lot/Unit;

ii. rebuild, replace or repair illegal installations.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

a. the difference between:

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively, We will pay:

b.

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus

ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or

iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced; provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Electronic Data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or Damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Special Provisions

1. Under Clauses 2., 3. and 4. above, Our liability is limited to the extent to which the Sum Insured for Section 1 is not otherwise expended.

2. Under Clauses 2. and 4. above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

Excesses

Special Provisions

In relation to Damage resulting from Vandalism or malicious act, an excess will be applied to each Event that caused the Damage.

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $1,000, or the Excess amount shown in the Section Schedule, whichever is greater.

Standard extension to Section 1

Lot Owners' Fixtures and Improvements

If the Sum Insured under Section 1 – Insured Property has been expended, We insure You up to the Sum Insured shown in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Section 1 and must occur during the Period of Insurance.

This standard extension (Lot Owners' Fixtures and Improvements) is subject to the same terms, conditions and exclusions as Section 1 – Insured Property as they may be expressly varied herein.

Claims – how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under this standard extension will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;

b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;

c. where materials used in the original construction are not readily available, We will use the nearest equivalent available;

d. when We wish to replace or repair and You do not want this to occur, We will only pay Indemnity Value.

We will not pay for the cost to:

i. replace undamaged Lot Owners' Fixtures and Improvements;

ii. replace or repair illegal installations.

Definition

The word listed below has been given a specific meaning and applies to this automatic extension when it begins with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

Optional extensions to Section 1

The following policy extensions are optional and if selected by the Insured are subject to additional Premium. If selected, the Sum Insured for each Section will be shown on the Schedule.

1. Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for this optional extension (Catastrophe Insurance), against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. **a**. due to a Catastrophe; or

b. due to another Event which occurs not later than 60 days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and

2. the Event giving rise to the loss is admitted as a claim under Section 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for this optional extension (Catastrophe Insurance).

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under this optional extension is limited to the percentages shown hereunder of the Sum Insured for this optional extension or such other percentage as We may agree in writing.

a. Special Benefit 1. 15%;

b. Special Benefit 2. 5%;

c. Special Benefit 3. and 4. combined 5%;

1. Temporary Accommodation / Rent – extended period of cover

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Section 1 – Insured Property is expended until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Section 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant.

2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation in the cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

a. removing any undamaged portion of Your Insured Property to the nearest place of safekeeping;

b. storing the undamaged portion at that place or an equivalent alternate place;

c. returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;

d. insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Section 1 – Insured Property.

4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incur following an order issued by a Public or Statutory Authority, Body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Section 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

Claims – how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and

b. the greater of either:

i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Section 1 – Insured Property immediately prior to the Catastrophe; or

ii. the Sum Insured in force under Section 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'.

Special Provisions

1. No payment will be made under this Catastrophe Insurance Optional Extension until such time as the greater amount determined in accordance with the provisions of Clause b. of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Insured Property.

2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under this Catastrophe Insurance Optional Extension the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:

a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;

b. any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;

c. architects' fees, surveyors' fees and any other professional fees;

d. legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;

e. fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair Your Insured Property.

3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under this Catastrophe Insurance Optional Extension may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

This Catastrophe Insurance Optional Extension is subject to the same terms, conditions and exclusions as Section 1 – Insured Property and except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to this Catastrophe Insurance Optional Extension when they begin with a capital letter.

Catastrophe

means an Event which is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Escalation in the Cost of Temporary Accommodation

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We insure'; and

b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

2. Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown in the Schedule against Insured Damage provided that the Insured Item is within Your Situation and was operating as intended at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims – how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under this optional extension is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;

2. express or air freight;

3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;

4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under this optional extension.

We will pay for the reasonable cost of:

1. Temporary Accommodation You necessarily incur;

2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an Event claimable under this optional extension provided the breakdown of plant and equipment extends for more than seven days, We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of 20% of the amount shown in the

Schedule as applying to this optional extension, and not exceeding a maximum of 30 days following the breakdown of plant and equipment.

Exclusions

We will not pay for:

1. Damage caused by:
   - **a**. Wear and Tear;
   - **b**. chipping, scratching or discolouration of painted, polished or finished surfaces;
   - **c**. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
   - **d**. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
   - **e**. the tightening of loose parts, recalibration or adjustments;
   - **f**. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
   - **a**. glass or ceramic components;
   - **b**. defective tube joints or other defective joints or seams;
   - **c**. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
   - **d**. foundations, brickwork, and refractory materials forming part of an Insured Item;
   - **e**. television, video or audio equipment other than security system equipment;
   - **f**. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
   - **g**. computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
   - **h**. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims – how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 1 – Insured Property optional extension (Catastrophe Insurance) when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

a. which is covered under Section 1 – Insured Property; or

b. which is not claimable under Section 1 – Optional Benefit – Machinery Breakdown.

Insured Item

means:

a. lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;

b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant; that forms part of Your Insured Property or its services.

3. Lot Owners' Contents cover

If:

a. Lot Owners' Contents cover is selected and shown in the Schedule;

b. We accept a claim for Damage to Your Insured Property under Section 1;

c. the Sum Insured under Section 1 is not otherwise expended in respect to the one Event; and

d. Damage to Lot Owners' Fixtures and Fittings results from the same Event in connection with Rainwater, Storm or Escape of Liquid that caused the Damage to Your Insured Property,

We will insure You for the Damage to:

Lot Owners' Fixtures and Fittings within the Lot/Unit to repair, or replace as a consequence of Damage to your Insured Property, up to the maximum amount per Lot/Unit shown on the Schedule.

We will not pay for:

a. Damage to Lot Owners' Fixtures and Fittings

i. where Your Lot/Unit is not used entirely or primarily for residential purposes;

ii. caused by or arising directly or indirectly from Flood, Action of the Sea or any other Event not specified;

b. any cover otherwise provided under Special Benefit 1 to Section 1 that directly relates to Lot Owners' Contents cover.

Definitions

The words listed below have been given a specific meaning and apply to **Lot Owners' Contents** when they begin with a capital letter.

Escape of Liquid means the escape of water or liquid caused by the bursting, leaking, or discharging of pipes that form part of the Common Area.

Lot Owners' Fixtures and Fittings means:

- any fixture or fitting which is permanently attached or fixed to the Lot/Unit, including but not limited to:
  - home appliances such as dishwashers, washing machines and dryers;
  - curtains or blinds, carpets, carpet underlay;
  - light fittings, ceiling fans or airconditioning units;
  - paint, wallpaper and temporary wall, floor and ceiling coverings.

Section 2 – Liability to Others

What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Section 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- **a**. all legal costs and expenses incurred by Us;
- **b**. reasonable cost of legal representation You necessarily incur with Our written consent, which We will not unreasonably withhold, at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Section 2;
- **c**. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- **d**. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Section 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Section 2 for:

1. Bridges, roadways, kerbing, footpaths, services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2. Car park liability

compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Insured Property.

We will not pay:

- **a**. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- **b**. for Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

8. Wheelchairs, domestic garden equipment, other Vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, domestic garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

9. Court appearance

We will pay compensation of $250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Section 2.

Exclusions

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
3. in respect of:
   a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Section 2;
   b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
   c. injury to or death of animals on Your Common Area;
   d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.
4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
   a. made prior to the commencement of Section 2;
   b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Section 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

    This exclusion does not apply to:
    a. liability assumed by You under any contract or lease of real or personal property;
    b. liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:
       i. any act of negligence on their part; or
       ii. by their default in performing their obligations under such agreement.
11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.

13. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.

14. made or actions instituted:

- **a**. outside Australia;
- **b**. which are governed by the laws of a foreign country.

15. to the extent the Damage to the Lot Owners' Fixtures and Fittings within the Lot/Unit is covered under Optional Benefit – Lot Owners' Contents cover in Section 1.

Definitions

The words listed below have been given a specific meaning and apply to Section 2 when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- **a**. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- **b**. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- **c**. wrongful entry or eviction or other invasion of the right of privacy;
- **d**. a publication or utterance of defamatory or disparaging material;
- **e**. assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- **a**. physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- **b**. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

Section 3 – Voluntary Workers

What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

a. whilst voluntarily engaged in work on Your behalf; and

b. caused solely and directly by accidental, external and visible means; and

c. which, independently of any other cause results in the following insured events.

Table of Benefits

Insured event		Benefit
1.	Death	$300,000
2.	Total and irrecoverable loss of all sight in both eyes	$300,000
3.	Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	$300,000
4.	Total and permanent loss of the use of one hand or of the use of one foot	$150,000
5.	Total and irrecoverable loss of all sight in one eye	$150,000
6.a.	Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$2,000
6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$1,000
7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding $500 up to a maximum of:	$5,000
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:	$2,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full-time student – in respect of each week of Total Disablement a weekly benefit not exceeding $250 up to a maximum of:	$2,500
10.	The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:	$5,000

Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits:

a. arising out of intentional self-injury or suicide, or any attempt;

b. attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;

c. arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;

d. to children under the age of 12 years;

e. for bodily injury that does not manifest itself within 12 months of sustaining such bodily injury;

f. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;

which are covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;

g. which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth);

h. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;

i. under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Conditions

The following conditions apply:

a. if a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to 100% of the benefit payable for insured event 1.

b. after the occurrence of any one of the insured events 2 to 5 there will be no further liability under Section 3 – Voluntary Workers for these insured events in respect of the same Voluntary Worker.

c. in the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

Definitions

The words listed below have been given a specific meaning and apply to Section 3 when they begin with a capital letter.

Partial Disablement

means Partial Disablement which entirely prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

Total Disablement

means Total Disablement which entirely prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.

Section 4 – Fidelity Guarantee

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Exclusions

We will not pay for:

1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Section 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Section 4, or any renewal thereof.

Definitions

The word listed below has been given a specific meaning and applies to Section 4 when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Section 5 – Office Bearers' Legal Liability

This Section 5 – Office Bearers' Legal Liability is issued on a Claims made and notified basis. This means Section 5 responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

What We insure

If selected and shown in the Schedule, We will, subject to any Excess specified in the Schedule,:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law,

arising from any Claim:

a. first made against:

i. You, individually or otherwise; or

ii. Your Body Corporate Manager/Agent while acting as an Office Bearer;

during the Period of Insurance; and

b. reported to Us during the Period of Insurance or within 30 days thereafter.

Provided that Claims which do not comply with all of Clauses a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Section 5 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Section 5 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant's costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Section 5:

a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;

b. where indemnity has not been confirmed by Us in writing, We will:

i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or

ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Section 5 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period of Insurance of Section 5 or under an earlier Office Bearers' Legal Liability Insurance Section issued by Us, We will accept the notification of such Claim, fact or circumstance under Section 5, provided always that:

a. We have continuously been the Insurer providing cover for an Office Bearers' Legal Liability between the date when such notification should have been given and the date when such notification was in fact given; and

b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 5 under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of 30 days following the expiry date of Section 5 and Your renewal instructions have not been received, We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Section 5.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 5 during the immediate prior Period of Insurance.

Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Section 5 inception, or a reasonable

person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;

2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;

3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However, this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;

4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;

5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;

6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;

7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;

8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;

9. a conflict of duty or interest of Yours;

10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;

11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Section 5;

12. Claims first notified to Us after the expiry of Section 5, except as otherwise provided in Insuring Clause b. of Section 5;

13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a.ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;

14. Claims brought against You in a Court of Law outside Australia.

Conditions

Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

a. the amount for which the claimants offer to settle the Claim; or

b. the amount assessed by a Senior Counsel, taking into account:

i. the economics of the matter;

ii. the damages and costs which are likely to be recovered from the claimants;

iii. the likely Defence Costs; and

iv. Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or

b. at the time You first give written notice to Us:

i. having the potential of giving rise to a Claim being made against You;

ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

Definitions

The words listed below have been given a specific meaning and apply to Section 5 when they begin with a capital letter.

Claim, Claims

means:

a. a written or verbal allegation of any Wrongful Act; or

b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or

c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgments, settlements, orders for costs and Defence Costs.

Office Bearer

means:

a. a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;

b. a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;

c. a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

a. of You serving as an Office Bearer or committee member or director of the Body Corporate; or

b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Section 6 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Section 6 is issued on a Claims made and notified basis. This means Parts A, B and C of Section 6 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Section 6 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within 30 days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

b. all Claims reported in any one Period of Insurance.

Additional Benefit

1. Record Keeping Audit

We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with a Record Keeping Audit.

Exclusions

1. We will not pay for Professional Fees:

   a. if prior to the commencement of the Period of Insurance, You, or any person acting on Your behalf:

      i. received any notice of a proposed Audit;

      ii. had information that an Audit was likely to take place;

      iii. had information that would indicate to a reasonable person that an Audit was likely to take place.

   b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:

      i. at all;

      ii. properly;

      iii. by the due date.

   c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:

      i. any act or omission by You; or

      ii. any failure, act or omission arising from or in connection with Your statutory obligations.

   d. if charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.

   e. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:

      i. during the Period of Insurance; or

      ii. not more than 12 months prior to the original inception date of Section 6; or

      iii. relates to a return for a financial year not more than three years prior to the date You receive notification of an Audit.

   f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.

   g. if You breach any conditions in this Section, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a Claim or You make a Claim.

2. **We will not under any circumstances pay for the cost of:**

   a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;

   b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee-related legislation or regulations;

   c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Conditions

1. We require You to:
   - **a.** make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
   - **b.** lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
   - **c.** upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
   - **d.** obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.
2. An Audit commences:
   - **a.** at the time You first receive notice that an Auditor proposes to conduct an Audit; and
   - **b.** is completed when:
     - i. the Auditor has given written notice to that effect; or
     - ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
     - iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.

Part B: Appeal Expenses – common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Section 6 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

- **a.** the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- **b.** the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- **a.** unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;
- **b.** more than the Sum Insured for Part B: Appeal Expenses for:
  - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
  - ii. all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Section 6 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- **a.** in connection with the ownership of Your Common Area and Insured Property;
- **b.** under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
- **c.** arising out of any dispute with an employee, former employee or prospective employee:
  - i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
  - ii. leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

We will not pay:

a. unless:

i. any such Claim is first made or first brought against You during the Period of Insurance;

ii. You report it to Us during that Period of Insurance or within 30 days thereafter;

iii. there are reasonable grounds for the defence of any such Claim.

b. more than the Sum Insured for Part C: Legal Defence Expenses for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

Excess

For each and every Claim You must pay or contribute a minimum amount of $1,000 unless otherwise shown in the Schedule.

Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;

b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;

c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability or would have been provided if Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability were operative;

d. arising from circumstances that You knew of prior to the inception of this Section, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;

e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;

f. between You and Us including Our directors, employees or servants;

g. which involves a conflict of duty or interest of Yours;

h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 – Continuous cover;

i. first notified to Us more than 30 days after the expiry of this Section, except as otherwise provided by Condition 4 – Continuous cover.

2. We will not be liable for:

a. the cost of litigation or proceedings initiated by You;

b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

Conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five business days prior to the expiry of the time for instituting an appeal; or

b. if the time allowed by law to appeal is less than five business days, You must advise Us as soon as reasonably practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision, You must reasonably cooperate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as reasonably practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged.

Further, You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Section.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Section was operative, We will accept the notification of such Claim.

Provided always that:

a. We have continuously been the Insurer between the date when such notification should have been given and the date when such notification was in fact given; and

b. the terms and conditions applicable to Condition 4 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section under which the notification should have or could have been given.

5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this decision.

If agreement cannot be reached on the appointment, the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably practicable if You receive an offer to settle a Claim.

If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However, You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Section. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party

or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

Definitions

The words listed below have been given a specific meaning and apply to Section 6 when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Section.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Claim, Claims

means:

a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or

b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or

c. a criminal proceeding commenced by a summons or charge against You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditor's completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;

b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;

c. legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;

b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

a. form part of an annual or fixed fee or cost arrangement; or

b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or

c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or

d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any inquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

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chu.com.au • info@chu.com.au

Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

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

08/10/26

FORM 1 ADELAIDE PTY LTD
PO BOX 544
BLACKWOOD, SA, 5051

Dear Sir/Madam

RE: Community Corporation 41974 Inc.
L300 FOURTH STREET, BOWDEN
ABN: 45998727349
Lot: 00002
OWNER: Community Corporation 42152 Inc

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 2000 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $18,482.00 per quarter paid to 14/10/26. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently $880.00 per quarter paid to 14/10/26. GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: $0.00 as at 08/10/2026. NEXT CONTRIBUTION IS DUE 15/10/2026
(See attached)

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

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

Known Extraordinary Expenses

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

** Individual Lot water consumption paid by Corporation 41974 Inc. **
** Common property water consumption paid by Corporation 41974 Inc. **

Special Levies

No special levies payable.

Financial Status of the Community Title

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$53,444.56CR
Sinking Fund	$126,499.42CR (for future projects)

Records

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

To ensure we can continue to provide efficient service and maintain our professional standards, we ask that you contact us by email or telephone if you require an appointment to view these records. This allows us to make the necessary arrangements and ensure the records are available for your inspection.

Pets

Please note this property is part of a Strata/Community Plan, additional approval for pets may be required. This process involves seeking consent from the Corporation which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

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

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

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

Yours faithfully



Eric Breda
Body Corporate Manager
eric.breda@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD
On behalf of the Corporation 08/10/2026

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
PO BOX 309
KENT TOWN SA 5071

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

_____ _____
First Name Surname

Purchaser 2:

_____ _____
First Name Surname

BUSINESS NAME (If Applicable)

_____ _____

TELEPHONE NUMBERS : MOBILE : _____
HOME: WORK: _____
_____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :
_____
_____

CORRESPONDENCE TO BE FORWARDED TO :
_____
_____

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an effort to reduce postage and photocopying charges.

BROKER:
Form 1 Adelaide Pty Ltd
PO BOX 544, BLACKWOOD

Community Corporation 41974 Inc.
L300 FOURTH STREET, BOWDEN
Lot: 00002
OWNER: Community Corporation 42152 Inc

Eric Breda

TAX INVOICE

08/10/2026

Whittles Management Services
ABN 31 493 603 726
PO Box 309
KENT TOWN SA 5071

Form 1 Adelaide Pty Ltd
PO BOX 544
BLACKWOOD SA 5051

DESCRIPTION: Searching and completing document for provisions of Section 139 of the Community Titles Act, 1996, Lot : 00002 at L300 FOURTH STREET, BOWDEN

Community Corporation 41974 Inc.

FEE:	As prescribed	$50.00	PAID
	Plus 10% GST	$5.00	PAID
TOTAL DUE:		$55.00	PAID

OWNER: Community Corporation 42152 Inc

With Compliments

COMMUNITY CORP.41974 INC
ABN: 45998727349
L300 Fourth Street
BOWDEN SA 5007
Accounts enquiries: (08) 8291 2300
Accounts email: accounts.sa@whittles.com.au

Your account number
COMMCH

Date of issue
21 Sep 2026

Total amount payable
$19362.00

New charges due for payment
15 Oct 2026

TAX INVOICE

Community Corporation 42152 Inc
C/- Whittles
PO Box 309
KENT TOWN SA 5071

Property Address
Lot 2,L300 Fourth Street
BOWDEN SA 5007

Unit number
2

Lot number
2

Details	Period	Amount	GST Incl	Total
Admin Fund Contributions Total levied for all units for this period: $92410.00	15/10/26 to 14/01/27	18482.00	1680.18	18482.00
Sinking Fund Contributions Total levied for all units for this period: $4400.00	15/10/26 to 14/01/27	880.00	80.00	880.00
				19362.00

TOTAL DUE IF PAID BY 15/10/26 (Includes GST of $1760.18) $19362.00

Interest will be charged on any overdue fees/charges at an annual rate of 15%

DEFT PAYMENT SYSTEMS

DEFT Reference Number
3052047940025

Date due
15 Oct 2026

Amount due
$19362.00

Plan: 041974
Unit: 00002
Account: COMMCH

*496 305204794 0025

Registration is required for payments from cheque or savings accounts. Please register at www.deft.com.au.
Registration is not required for one-off credit card payments.

Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply.
BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

PAYMENT OPTIONS

Credit Card www.deft.com.au	Visit www.deft.com.au to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.
Direct Debit www.deft.com.au	Register at www.deft.com.au to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.
BPAY Biller code: 96503	Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.
Australia Post	Present this bill at any Post Office to make cheque or EFTPOS payments.

E 13394943

Lodged: 23 October 2020 11:38:01 AM
3 OF 4

Form M2
Version 39.13

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 28 October 2020 11:39:40 AM

ENCUMBRANCE

Responsible Subscriber: ST GEORGE BANK (EL - PEXA) (E100214)
Reference: 40026284 OF 007

ELN Lodgement Case ID: 205009719
ELN Workspace ID: 4770767

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6241 FOLIO 447

ENCUMBRANCER (Full name and address)

GEORGINA ROSE BOYD OF APT 7 8A FIFTH ST BOWDEN SA 5007

ENCUMBRANCEE (Full name, address and mode of holding)

URBAN RENEWAL AUTHORITY OF L 9 RIVERSIDE CENTRE NORTH TCE ADELAIDE SA 5000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS ($0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 28 AUGUST 2020 FOR A PERIOD OF 100 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 23 OCTOBER 2020

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Christine Helene Bertram

Practitioner Certifier

For: BERTRAM & CO

On behalf of: GEORGINA ROSE BOYD

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Stephen David Lendrum

Practitioner Certifier

For: DENTONS AUSTRALIA

On behalf of: URBAN RENEWAL AUTHORITY

This is a representation of an instrument that was electronically lodged

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Encumbrance:

Allotment Control Plan means the building envelope plan in respect of the Land attached as Annexure A to this Encumbrance.

Approved Plans and Specifications means those plans, designs, drawings and specifications prepared by or on behalf of the Owner for the development of the Land by the Owner that have been submitted and approved by the Encumbrancee in accordance with clause 5 of this Encumbrance.

Bowden Project means the Encumbrancee's intended staged development and sale of the Development Site as generally described in the Urban Design Guidelines.

By-Laws means the by-laws of the Community Corporation to which the Land is subject.

Community Corporation means the Community Corporation in respect of the community parcel of which the Land forms part and which the Owner is by virtue of its interest in the Land a member.

Council means the local government body for the area in which the Land is situated.

Development Contract means the Development Contract in respect to the community scheme incorporating the Land (if applicable).

Development Site means all of the land previously owned, or owned now or in the future by the Encumbrancee, which is intended to be developed as part of the Bowden Project.

Development Zone means the area shown on the plan attached as Annexure C to this Encumbrance.

Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise.

Encumbrance Manager means such person(s) appointed by the Encumbrancee from time to time during the term of this Encumbrance to review the Owner's plans and specifications for the Owner's proposed development of the Land against the requirements of this Encumbrance, for the purposes of determining whether to approve the Owner's plans and specifications, which is a requirement of clause 5.1 of this Encumbrance.

Encumbrancee means the party described as such on page 1 of this Encumbrance and includes its successors and permitted assigns.

Insolvency Event means:

(a) in relation to a company:

(i) a company is placed in liquidation (whether compulsory or voluntary) other than for the purposes of reconstruction or amalgamation;

(ii) a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the *Corporations Act 2001* (SA)) or similar official is appointed, or steps are taken for such appointment, over any of the assets or undertakings of a company provided that the company has not taken steps to set aside such appointment and, if such steps are taken, the appointment is not set aside;

(iii) a company enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or

(iv) other than for the purposes of amalgamation or reconstruction, an application is made for the winding-up or dissolution of a company or a resolution is passed for the winding-up or dissolution of a company or an order is made for the winding-up of a company and such order is not set aside or such application is not dismissed within 30 days of being made; or

(b) in relation to an individual:

(i) a person is declared bankrupt; or

(ii) a person is otherwise unable to repay its debts when due and payable.

Land means the land described on page 1 of this Encumbrance and includes any building, structure or improvement thereon.

Owner means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and any other person claiming under it as owner of the whole or any part of the Land.

Project Website means the website developed by the Encumbrancee and which contains information specifically for the Bowden Project, with the web address of http://www.lifemoreinteresting.com.au, or such other website from time to time dedicated to the Bowden Project.

Rent Charge means the rent charge described on page 1 of this Encumbrance.

Scheme Description means the Scheme Description of the Community Corporation to which the Land is subject.

Scheme Documents means the By-Laws, Scheme Description and Development Contract.

Subsequent Allotment means any allotment constructed on land within the Development Zone intended for occupation (but does not include vacant land sold by the Encumbrancee for development).

Urban Design Guidelines means the urban design guidelines published by the Encumbrancee in respect to the building scheme that has been or will be adopted and implemented within the Bowden Project as amended from time to time.

1.2 **Interpretation**

In this Encumbrance, unless it is stated to the contrary:

(a) the singular includes the plural and conversely;

(b) a gender includes all genders;

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(e) a reference to a clause is a reference to a clause of this Encumbrance;

(f) a reference to an agreement or document (including this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document;

(g) a reference to ***writing*** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;

(h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(i) a reference to conduct includes, an omission, statement or undertaking, whether or not in writing;

(j) a reference to an ***agreement*** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;

(k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

(l) a reference to ***dollars*** and ***$*** is to Australian currency;

(m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;

(n) the meaning of general words is not limited by specific examples introduced by ***including***, or ***for example***, or similar expressions;

(o) references to ***agree***, ***approve*** or ***consent*** are references to agreement, approval or consent (as the case may be) in writing;

(p) where the consent or approval of the Encumbrancee is required under this Encumbrance such consent or approval may (at the election of the Encumbrancee) be given by the Encumbrance Manager; and

(q) nothing in this Encumbrance is to be interpreted against a party solely on the ground that the party put forward this Encumbrance or any part of it.

1.3 **Headings**

Headings do not affect the interpretation of this Encumbrance.

1.4 **Schedules and annexures**

Schedules and annexures form part of this Encumbrance.

2. THE PURPOSE OF THIS ENCUMBRANCE

The Owner grants this Encumbrance:

2.1 for the benefit of the Encumbrancee;

2.2 to charge the Land with the payment of the Rent Charge;

2.3 for the purpose of the common building scheme for the Development Zone and the Owner acknowledges that the covenants of this Encumbrance are for the benefit of both the Encumbrancee and for the benefit of all other persons claiming under the Encumbrancee as purchasers of any Subsequent Allotment within the Development Zone; and

2.4 with the intent that the covenants of this Encumbrance run with the Land and be binding also on anyone who becomes the owner of the land after the Owner.

3. RENT CHARGE

3.1 **Payment of Rent Charge**

Subject to clause 3.2, the Owner must pay the Rent Charge to the Encumbrancee:

(a) during the term of this Encumbrance; and

(b) on 30 June immediately succeeding the grant of this Encumbrance and on each succeeding 30 June.

3.2 **Rent Charge not payable unless demanded**

(a) The Owner must only pay the Rent Charge to the Encumbrancee if payment is demanded by it.

(b) The Encumbrancee may not demand payment of the Rent Charge so long as the Owner duly observes all the covenants in this Encumbrance.

3.3 **Encumbrancee's right to injunctive relief and damages**

The provisions of this clause 3 do not in any way affect or prejudice the rights of the Encumbrancee to:

(a) an injunction preventing or restraining any breach of the covenants in this Encumbrance; or

(b) damages for any such breach.

4. PERMITTED USE

4.1 Urban Design Guidelines

(a) Subject to clause 4.2, the Owner must ensure that the Land is not used for any purpose other than a purpose specified in the Urban Design Guidelines and not in any manner inconsistent with the Scheme Documents.

(b) The Owner must not:

(i) subject to the Scheme Documents, keep any animals on the Land except domesticated cats, dogs and birds which must be kept under control at all times;

(ii) permit any breach of Scheme Documents; or

(iii) allow:

(A) the Land to become or remain untidy or fall into a state of disrepair;

(B) rubbish or weeds to accumulate on the Land;

(C) the Land to become a fire hazard or a hazard to public health.

4.2 Exceptions

The provisions of clause 4.1(a) do not:

(a) apply where the Encumbrancee has given approval to the Owner to use the Land for a purpose other than as specified in the Urban Design Guidelines; or

(b) require the Owner to change any use of any part of the Land which existed prior to an amendment to the Urban Design Guidelines as a result of which that use is no longer permitted.

5. RESTRICTIONS ON WORKS

5.1 No building without Encumbrancees' approval

(a) The Owner must not seek any approval from the Community Corporation for, or carry out any development to, or do (or cause, suffer or permit to be done) any of the following on the Land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee):

(i) erect a building or structure;

(ii) undertake any external renovations or make any additions to a building or structure;

(iii) remove or demolish any building or structure (or any part thereof);

(iv) materially alter the look, appearance or character of any building or structure;

(v) carry out any siteworks;

(vi) erect a screen, fence or wall;

(vii) erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any other building or structure; or

(viii) erect or place any external floodlights or spotlights.

(b) The Owner must not submit any plans of building works to the Community Corporation or the Council for their approval until it has obtained the approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee).

(c) In order to provide its written approval pursuant to clause 5.1(a), the Encumbrancee (or the Encumbrance Manager for the Encumbrancee) may require the Owner to submit a development proposal for the Land and may require that development proposal to include detailed drawings and plans of the proposed works and details of any external materials and finishes.

5.2 **No works unless in accordance with Urban Design Guidelines, Allotment Control Plan, Scheme Documents and Approved Plans and Specifications**

The Owner must not carry out any development or works on the Land (including any renovations or additions to any building on the Land) other than in accordance with the Urban Design Guidelines, the Allotment Control Plan, the Scheme Documents (to the extent that they are not inconsistent with the Urban Design Guidelines) and the Approved Plans and Specifications.

5.3 **Owner Building and Development Requirements**

(a) The Encumbrancee (or the Encumbrance Manager for the Encumbrancee) will not unreasonably delay its consideration of any plans or specifications submitted by the Owner for approval and will not act unreasonably in refusing any approval or imposing any condition of approval under clauses 5.1 and 5.2. However, a refusal or a condition cannot be deemed unreasonable if:

(i) the proposal as submitted is contrary to any provision in the Urban Design Guidelines, or is inconsistent with the Scheme Documents;

(ii) is not in accordance with the Allotment Control Plan; or

(iii) a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the Land is situated or upon any part of that locality.

(b) Any approval of the Encumbrancee (or Encumbrance Manager for the Encumbrancee) obtained pursuant to clause 5.1(a) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of one (1) year commencing on the date of the approval in writing if the works to which the approval relates are not completed within that period.

5.4 **No Land Division without Encumbrancee's Approval**

The Land shall not be subdivided unless the Owner first obtains the Encumbrancee's approval (or the Encumbrance Manager for the Encumbrancee) which may be withheld or provided (with or without conditions) in its absolute discretion.

5.5 **Planning and Zoning Laws**

(a) The Land must not be used, developed, or varied except in accordance with:

(i) any laws relating to planning or zoning from time to time in force; and

(ii) the conditions of any relevant consent or approval given by any Council or other relevant planning authority.

(b) Any approval granted by the Encumbrancee in accordance with this instrument does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council or other relevant planning authority will grant its approval. The Owner acknowledges that it will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

6. **NO DELAY**

The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 5.1, such that the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if such works are not completed within 12 months from the date that the Encumbrancee provided notice of its approval to the Owner (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

7. BREACH

7.1 The Encumbrancee (or its employees, agents or contractors) has the right to enter the Land at any time (after giving at least 24 hours' notice to the Owner), for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this Encumbrance have been breached. The Owner must not do anything to obstruct or hinder such entry or inspection.

7.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clauses 3, 4.1, 5, 6 and 10 (***default notice***) and the Owner fails to remedy the breach within one calendar month from the service of that notice, then Encumbrancee may do any one or more of the following things (without prejudice to any other rights it may have under this Encumbrance and at law, including the right to an injunction preventing or restraining any breach of the covenants in this Encumbrance):

(a) enter the Land and may take such action as the Encumbrancee deems necessary to remedy the breach (including the removal or carrying out of any works, structural or otherwise) at the cost in all things of the Owner;

(b) recover from the Owner in any court of competent jurisdiction, the costs incurred by the Encumbrancee in remedying the breach;

(c) recover from the Owner the Administration Fee; and

(d) exercise any one or more of the powers rights and remedies given to encumbrancees by the *Real Property Act 1886* (SA) including the power to sell the Land in the event of the failure to pay any monies payable under this Encumbrance or any breach of any covenant in this Encumbrance.

7.3 The Encumbrancee may serve a default notice on the Owner more than once.

8. ADMINISTRATION FEE

8.1 In this Encumbrance, Administration Fee means the sum of $1,000.00 being the Encumbrancee's reasonable estimate of the costs of any inspection under clause 7.1, the costs of preparing and serving the default notice under clause 7.2 and any other administrative cost, time and effort expended by the Encumbrancee in relation to any breach of this Encumbrance by the Owner.

8.2 The Encumbrancee may exercise any of its rights under clause 7.2 in relation to any unpaid Administration Fee including:

(a) serving further default notices and charging further Administration Fees; and

(b) exercising the power to sell the Land under the *Real Property Act 1886* (SA) in the event that such default notices are not complied with and/or such Administration Fees are not paid.

9. BUILDING SCHEME

The Owner acknowledges for the Owner and the Owner's successors in title that:

9.1 The covenants in this Encumbrance are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the land comprised in the Development Zone to the intent that:

(a) the covenants will run with and bind the Land and each successive registered proprietor of the Land;

(b) the benefit of each of the covenants will be annexed to, and passed to all current and future registered proprietors of each and every part of the Development Zone; and

(c) the covenants are intended to be enforceable by the Encumbrancee (even if the Encumbrancee ceases to own any land in the Development Zone) and each registered proprietor from time to time of each and every part of the Development Zone.

9.2 The Encumbrancee has indicated that the Encumbrancee will likely require each purchaser of residential land in the Development Zone, as a condition of its sale, to execute a Memorandum of Encumbrance (***Other Encumbrances***) in substantially similar form to this Encumbrance and containing the same or substantially similar covenants and other stipulations but the Encumbrancee makes no warranty or representation that the Other Encumbrances will be similar to this Encumbrance or enforceable by either the Encumbrancee or the Owner or any other owner of land within the Development Zone and the Owner will have no claim against the Encumbrancee in this regard.

9.3 Each person deriving an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the *Real Property Act 1886* (SA) be deemed thereby to have covenanted with the Encumbrancee and each owner and their successor of land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed and each person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof subject to this Encumbrance shall by virtue of becoming registered as such be deemed thereby to have covenanted with the Encumbrancee and each other owner and any successive owner of any land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed AND the Owner (and its successive registered proprietor of the Land) hereby acknowledges covenants and agrees that the obligation to perform and observe each of the covenants herein on the part of the Owner shall not be affected or prejudiced if the Encumbrancee shall cease to own land in the Development Zone or be wound up or otherwise cease to exist.

10. LIFT AND REPLACE

Without in any way limiting clause 9, the Owner will not transfer the Land to any person including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up (***Transferee***) unless:

10.1 The Owner notifies the Encumbrancee at least 21 days before the transfer, provides the necessary details of the Transferee for the purpose of completing the matters in subclause 10.3 below and pays the Encumbrancee its reasonable costs of attending to the matters in subclause 10.3 below plus any registration fees and stamp duty;

10.2 The Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance (if any) by the Owner prior to the transfer;

10.3 The Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon substantially the same terms as this Encumbrance, such instrument to be:

(a) prepared by the Encumbrancee or its solicitors:

(b) executed by the Transferee and the Encumbrancee prior to the transfer; and

(c) lodged for registration by the Encumbrancee or its solicitors so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments,

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrance as contemplated above.

11. WAIVER AND RELEASE

11.1 **Encumbrancee may waive any covenant relating to the Land**

The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations contained or implied in this Encumbrance.

11.2 **Encumbrancee may waive any covenant relating to other land within the Bowden Project**

(a) The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatever relating to any other land in the Bowden Project and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.

(b) No such lessening, waiver or release releases the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

12. RELEASE BY ENCUMBRANCEE

Notwithstanding any other provision of this Encumbrance, the Encumbrancee may remove this Encumbrance from the certificate of title to the Land for any other reason whatsoever in the Encumbrancee's absolute discretion.

13. MORTGAGEE'S RIGHTS AND OBLIGATIONS

13.1 **Exercise of power of sale**

If the Owner is in default under the terms of any mortgage granted over the Land and registered under the *Real Property Act 1886* (SA), nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage.

13.2 **Transfer by Mortgagee Subject to Encumbrance**

Any mortgagee who exercises its power of sale must not sell, transfer or otherwise dispose of the Land except subject to this Encumbrance and procuring a replacement encumbrance from the incoming purchaser or transferee to the Encumbrancee, which is to be on the same terms as this Encumbrance, which replacement encumbrance must be registered on the Title for the Land immediately after the transfer of the Land to the incoming purchaser or transferee, and before any other interest in the land is created or registered.

13.3 **Mortgagee's rights otherwise preserved**

Apart from clauses 13.1 and 13.2, nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the Land to exercise the power of sale contained in the mortgage.

14. ENCUMBRANCEE'S CONSENT

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

14.1 such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);

14.2 the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit; and

14.3 no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee.

15. NOTICE

15.1 **Form and execution**

Any notice, request or demand under this Encumbrance must be:

(a) in writing; and

(b) signed by the Encumbrancee or by a member of the board for the time being of the Encumbrancee or by the Solicitors for the Encumbrancee.

15.2 **Service**

Any notice, request or demand may be served upon the Owner either:

(a) personally;

(b) by being left for the Owner on the Land;

(c) by being affixed to some part or parts of the Land; or

(d) by being sent by prepaid post under cover addressed to the Owner at the last known place of business or abode in South Australia of the Owner.

15.3 **When effective**

Any notice, request or demand takes effect and is in force from the next day after the day on which it is served, left or posted whether or not the notice, request or demand comes to the hands or knowledge of the Owner.

15.4 **Content**

(a) It is not necessary in any demand or notice on the Owner to specify any amount but the demand or notice will be sufficient if it requires payment of the monies secured by this Encumbrance without specifying the amount.

(b) Any notice as to default under this Encumbrance may be a general notice that default has been made without specifying the nature of the default.

15.5 **Other ways**

The provisions of this clause 15 are in addition to any other ways in which the Encumbrancee may be entitled to give the Owner any notice, request or demand in relation to this Encumbrance.

16. URBAN DESIGN GUIDELINES

16.1 **Acknowledgment/Receipt**

The Owner acknowledges that it has read the Urban Design Guidelines prior to the grant of this Encumbrance.

16.2 **Notification of Amendments**

The Encumbrancee will notify the Owner of any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance by publishing any variation to the Urban Design Guidelines on the Project Website.

16.3 **When Amendments Binding**

Any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance and published on the Project Website (or otherwise notified to the Owner) will be deemed to bind the Owner.

17. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT

The Owner shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

17.1 the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);

17.2 any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and

17.3 the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

18. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Owner.

19. ILLEGALITY

19.1 If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:

(a) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and

(b) such provision or part thereof shall be severed from this Encumbrance.

19.2 To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.

19.3 No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

20. SUNSET CLAUSE

20.1 The rights and obligations of the Encumbrancee **(but not those of any person claiming under the Encumbrance as purchaser or owner of any land in the Development Zone)** will cease upon the earlier of the following:

(a) the date that is 2 years after the last building constructed within the Development Zone achieves practical completion; or

(b) the 30th day of June 2027.

21. REMEDIES

The Encumbrancee is entitled to all the powers rights and remedies given to encumbrancees by the *Real Property Act 1886* (SA).

22. ATTORNEY

22.1 **Appointment**

The Owner irrevocably appoints the Encumbrancee its Attorney.

22.2 **Powers**

The Attorney may in its name or in the name of the Owner, or Encumbrancee following a breach of this Encumbrance by the Owner:

(a) do anything the Owner is obliged to do under this Encumbrance;

(b) exercise any right, power, authority, discretion or remedy conferred on the Owner by this Encumbrance;

(c) do anything the Encumbrancee, or the Attorney considers necessary or expedient for securing or perfecting the security created by this Encumbrance;

(d) execute in favour of the Encumbrancee any legal mortgage, transfer, assignment or other assurance of any of the Land the subject of this Encumbrance;

(e) execute deeds of assignment, composition or release;

(f) sell or otherwise dispose of all or any part of the Land; and

(g) for any of the above purposes appoint any substitute attorney for any period and remove any substitute attorney.

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ANNEXURE A

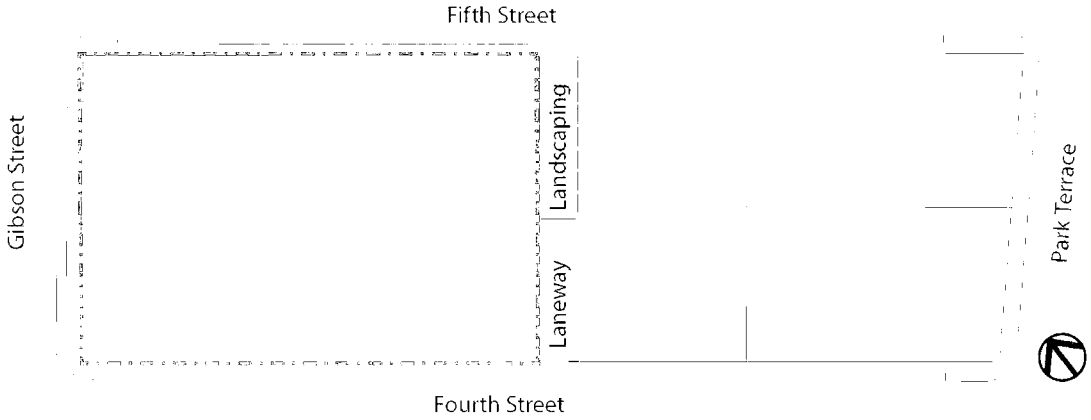
Allotment Control Plan

Bowden East
Lot 300: Guiding Principles and Control Plan

This document should be read in conjunction with the Developer's Handbook and Urban Design Guidelines for Bowden (V1.2 2014)

Location

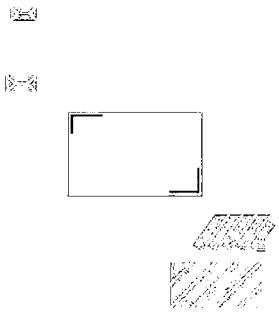
Allotment 300 is located in Bowden East with frontage to Fourth, Fifth and Gibson Streets.



1. Context and Character

The development of Lot 300 should consider its relationship with adjacent approved designs for lots 32, 213, 212, 211 and the existing streetscape.

The development should also carefully consider how the relationship with adjacent heritage items in Gibson Street and remnant industrial buildings Plant 3 & Plant 4 on Fourth Street can influence the scale, form, material, or detailing, of the new buildings, or key elements of the new buildings.



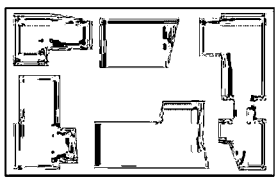
2. Built Form

Courtyard typology consisting of 5-8 storey buildings around central communal open space.

Expressed as multiple built forms, articulated to present two or more distinct architectural expressions to each street frontage.

Building heights should not exceed the nominated range expressed in this document plan, however variation to the distribution of height may be considered on merit.

Minimal setbacks are sought to clearly define the street edge and public realm and provide an active interface to all streets.



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Bowden

RenewalSA
people ◥ partnerships ◥ progress

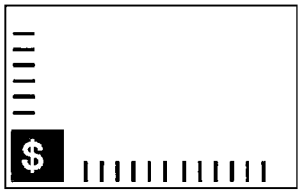
Government of South Australia

Bowden East
Lot 300: Guiding Principles and Control Plan

3. Mixed use

Predominantly residential use with provision for up to 250m² of ground floor retail at the corner of Gibson and Fourth Streets.

Flexible SOHO type dwellings may be provided along Gibson Street and is strongly encouraged along Fourth Street. Finished floor levels, access, and sufficient floor to floor heights are to provide flexibility for future adaptation between residential and commercial uses. Refer to the Urban Design Guidelines for requirements.



4. Communal Open Space

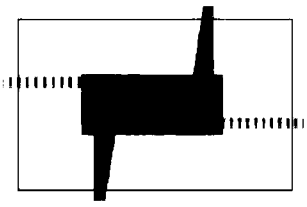
A central communal open space, or spaces, with high quality landscape, is to be provided for the shared enjoyment of residents and invited guests. Landscape design should provide an enjoyable and pleasant place to view from apartments and to occupy in both summer and winter. The design should also be a balance between hard and softscape.

The shape and configuration of the communal open space(s) is flexible provided the desired amenity is provided, including the provision of deep soil zones for planting of medium to large trees.

Consideration should be given to how the open space might complement the amenities provided in adjoining public open spaces and provide specific benefits to the residents, including but not limited to safe spaces for children, productive gardening, or other social interactions.

A visual and physical connection should be provided between the communal open space and Fourth Street and at least one other street to facilitate resident permeability.

The open space should be in the order of 25-30% of the site area, be configured to ensure sufficient solar access in winter and be appropriately scaled in proportion to the built form height.



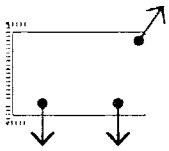
5. Public Realm

The site occupies an important location on one of the primary streets – Gibson Street – linking the development with the wider neighbourhood and future retail centre, and is adjacent to two public parks.

The development should capitilise on this important location and contribute to the amenity, safety, and public life of the streets and both the Kevin Taylor Park and Bowden Main Park.

Building design should maximise the opportunities for outlook and casual surveillance of the public parks and streets from apartments, balconies, and facilitate convenient access from common lobbies and private entries.

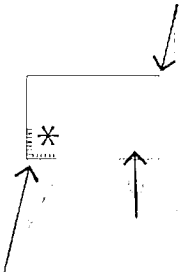
Building design should minimise the potential adverse effects of overshadowing or wind to the key public spaces.



6. Vistas

The development will significantly influence the character of key public spaces and streets. Particular consideration should be given to the presentation to Kevin Taylor Park, Bowden Main Park, and key sightlines and vistas, specifically along Gibson Street.

The architectural expression of the Gibson Street and Fourth Street corner should reinforce its prominence as a visual marker.



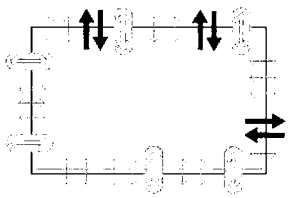
Bowden East
Lot 300: Guiding Principles and Control Plan

7. Access

Residential lobbies and entries should be legible, prominent, interesting, and generally located on Gibson Street, Fourth Street, or Fifth Street adjoining Kevin Taylor Park.

The majority of ground level dwellings should provide a private entry direct from the street.

Vehicle access should be limited to the nominated points along Fifth Street or the Public Road. Vehicular access/egress points should generally be located a minimum of 12m from the corner to allow for a veneer of apartments or other uses at ground level and enable an efficient internal parking layout. Removal of trees from the streetscape will not be permitted.

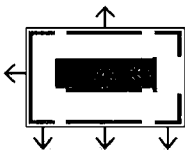


8. Dwelling typologies

The significant scale of the development necessitates a variety of dwelling types and sizes. Appropriate typologies should be tailored to respond to the specific orientation and contextual relationships.

Multi-level dwellings, including SOHO dwellings and terraces, are encouraged along Gibson Street and Fourth Street, to provide active ground level interface but also facilitate some privacy.

Double loaded corridors are generally discouraged however may be acceptable along Fourth Street where single aspect apartments benefit from either a favourable NE aspect or Park frontage to the SW.



9. Servicing

All site services should be sensitively integrated into the design of the building. The provision of bulk bin waste collection facilities should have regard to Council's design and locational requirements and early consultation with Council is encouraged.

A high voltage electrical cable will be provided along Fourth Street (north side) footpaths for connection by the developer.

The developer should consult SA Power Networks to determine connection location(s) and infrastructure requirements to service the site including transformers. The developer should note the location of proposed tree pits and note SAPN will not allow the construction of transformers that face onto / open onto tree pits. All fees and augmentation costs payable to SA Power Networks are the responsibility of the developer. Potential buyers must rely on their own investigations and satisfy themselves in relation to all servicing aspects of their development proposal.

Alternative energy systems that reduce greenhouse gas emissions, peak load and energy cost to end consumers are encouraged. Further information on options is available from Renewal SA.

10. Staging

The site may be developed in stages, however this should not exceed four stages to minimise resident disruption.

The development's first stage should concentrate along the site's Fifth Street frontage. A significant portion of the communal open space will be required to be delivered together with completion of the first stage.

Renewal SA endorsement on a staging methodology for the entire project will be required.

Site Area	5,071m²
Yield	Approximately 190-230 dwellings
Building Height (from Ground Level)	30m (where 8 storey – plus roof top terrace) 19m (where 5 storey - plus roof top terrace)
Setbacks	0m to 1.5m (Ground Floor) 0m preferred – Gibson Street, Fourth Street 1.5m preferred – public road <u>Upper Level</u> 3.0m - at Level 4 (where building height is limited to 5 storeys) 3.0m – at Level 7 (where building height is limited to 8 storeys)
Car + Bike Parking	As per Urban Design Guidelines
Mandatory Green Star Rating Accreditation	Achieve a minimum 5 Star Green Star Certified Design Rating

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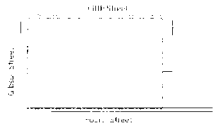
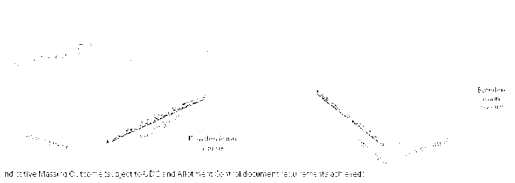
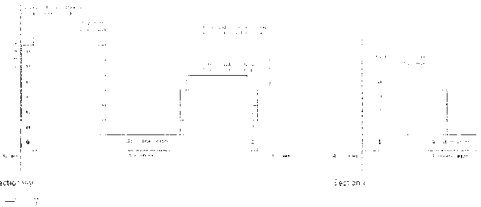
**Key Plan Stage One –
Allotment Plan**

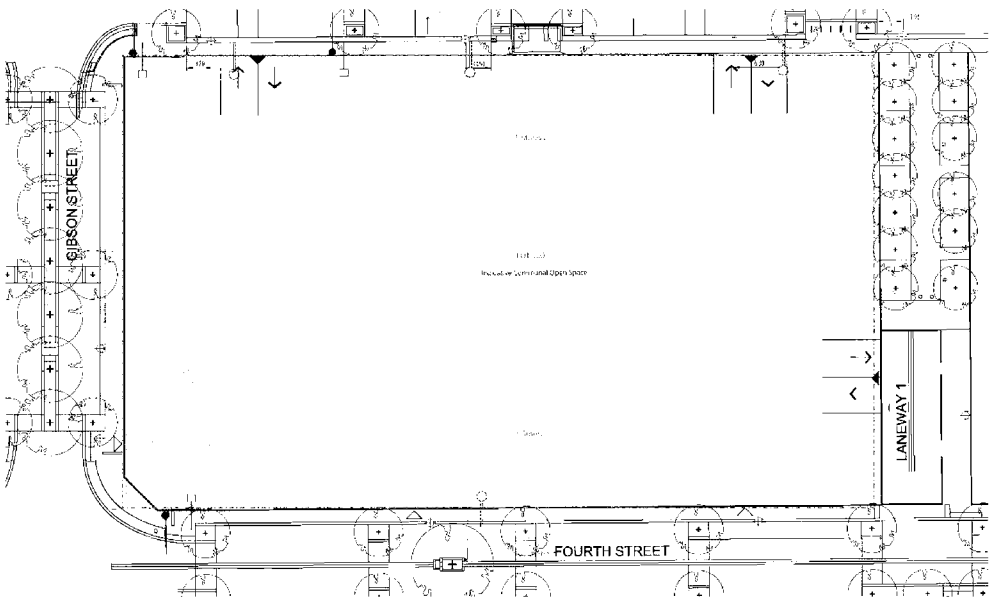


Note:

- Site boundary
- Indicative pedestrian access
- Indicative location of street trees and pits

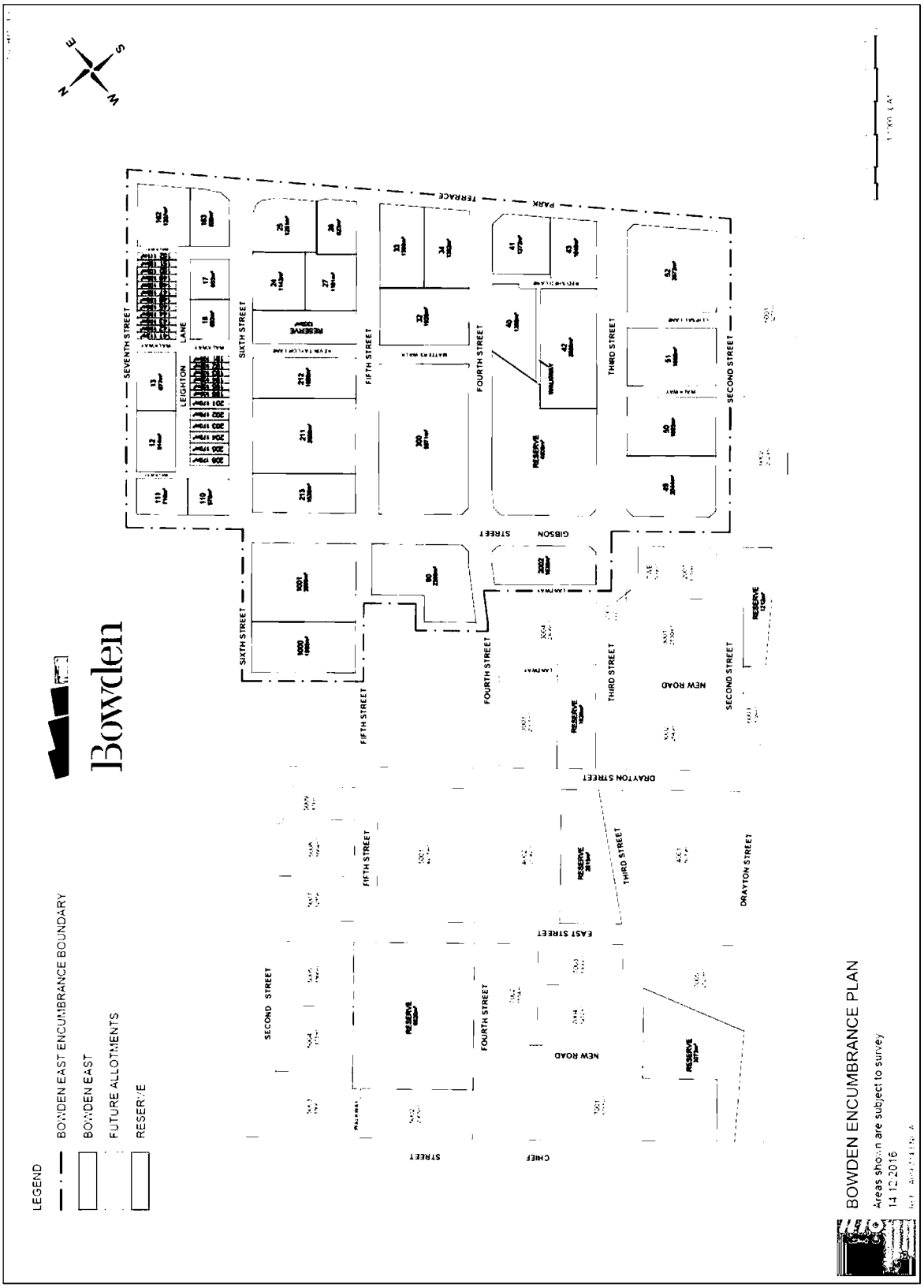






ANNEXURE B

Development Zone



Environment Protection Authority
GPO Box 2607 Adelaide SA 5001
211 Victoria Square Adelaide SA 5000
T (08) 8204 2004
Country areas 1800 623 445

Receipt No : 0002824297
Admin No : 97602 (102492)

Form 1 Adelaide Pty Ltd
PO Box 544
BLACKWOOD SA 5051

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

09 October, 2026

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6241 Folio 447
Address 8A Fifth Street, BOWDEN SA 5007

Summary of land use:
Metal Coating of Manufactured Products

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2025*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. Environment Protection Act 1993

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

Schedule – Division 2 – *Land and Business (Sale and Conveyancing) Regulations 2025*

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

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?	**YES**
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?	**YES**
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?	**YES**

4-Pollution and site contamination on the land - details recorded by the 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*?	**YES**
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?	**YES**
d)	a copy of a site contamination audit report?	**YES**
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?	**YES**
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

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

Records identified in this EPA Statement to Form 1: **EPA/464; EPA/15636; P0131; SC60340; SC60296-01; SC60296-02**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

NOTE

This parcel of land was used by a business or company who in the course of an industrial or commercial process or a teaching or research activity produced prescribed (hazardous) waste.

Waste Produced

Acids And Acidic Solutions
Alkalis And Alkaline Solutions
Chromium Compounds And Solutions
Cyanides Or Cyanide Solutions And Cyanide Complexes
Hydrocarbons
Phenolic Compounds
Zinc Compounds And Solutions

OFFICIAL

Please note that any statement related to this property 8A FIFTH STREET, BOWDEN, SA 5007 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

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