

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Address:

4 Vendor's registered agent:

Address:

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]*

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:

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

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

(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:

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

Note-

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

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

5 - Effect of service

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

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase -

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*I/We

of

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:

Signed:

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

(section 9)

To the purchaser:

I,

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:

Date:

Signed:

*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

Is this item applicable?

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

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

Are there attachments?

To assist with completing this form:
- refer to the Certificate of Title

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

Number of mortgage (if registered):

Name of mortgagee:

1.2 Easement
(whether over the land or annexed to the land)

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

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

To assist with completing this form:
- refer to the Certificate of Title

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):

Description of land subject to easement:

Nature of easement:

Are you aware of any encroachment on the easement?

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

To assist with completing this form:
- refer to the Certificate of Title

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

To assist with completing this form:
- refer to the Certificate of Title
- contact the vendor for these details

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):

Names of parties:

Period of lease, agreement for lease etc:

From _____ to _____

Amount of rent or licence fee:

\$ _____ per _____ (period)

Is the lease, agreement for lease etc in writing?

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

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

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

1.5 Caveat

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):

To assist with completing this form:
- refer to the Certificate of Title

Name and address of caveator:

Particulars of interest claimed:

1.6 Lien or notice of a lien

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):

To assist with completing this form:
- refer to the Certificate of Title

Land or other property subject to lien:

Nature of lien:

Name and address of person who has imposed lien or given notice of it:

2. Aboriginal Heritage Act 1988

2.1 section 9 - Registration in central archives of an Aboriginal site or object

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):

To assist with completing this form:
- Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title

Particulars of register entry:

2.2 section 24 - Directions prohibiting or restricting access to, or activities on, a site or an area surrounding a site

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):

To assist with completing this form:
- Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

Date of notice:

Site or area to which notice relates:

Directions (as stated in notice):

2.3 Part 3 Division 6 - Aboriginal heritage 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):

To assist with completing this form:
- Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

Date of agreement:

also

Description of property subject to agreement:

- Refer to the Certificate of Title

Names of parties:

Terms of agreement:

3. Burial and Cremation Act 2013

3.1 section 8 - Human remains interred on 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):

To assist with completing this form:
- Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title
- also contact the vendor for these details

Have human remains been interred on the land that will not be exhumed prior to settlement?

GPS coordinates of the remains:

4. Crown Rates and Taxes Recovery Act 1945

4.1 section 5 - Notice requiring payment

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):

To assist with completing this form:
- Crown Lands Program in DEW has no record of any notice affecting this title

Date of notice:

Land in respect of which Crown rates and taxes are owing:

Amount owing (as stated in the notice):

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.]

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- contact the Local Government Authority for other details that might apply

Is this item applicable?

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

Are there attachments?

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

Condition(s) of authorisation:

5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- contact the Local Government Authority for other details that might apply

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):

5.3 section 50(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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- contact the Local Government Authority for other details that might apply

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

5.4 section 55 - 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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- contact the Local Government Authority for other details that might apply

Date of order:

Terms of order:

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

Amount payable (if any):

5.5 section 56 - 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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- contact the Local Government Authority for other details that might apply

Date of notice:

Requirements of notice:

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

Amount payable (if any):

5.6 section 57 - 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):

To assist with completing this form:
- refer to the Certificate of Title

Date of agreement:

Names of parties:

Terms of agreement:

5.7 section 60 - Notice of intention by building owner

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):

To assist with completing this form:
- contact the vendor for these details

Date of notice:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

5.8 section 69 - 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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title
- contact the Local Government Authority for other details that might apply

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):

5.9 section 71 - 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):

To assist with completing this form:
- Building Fire Safety Committee in the
Department for Housing and Urban Development
has no record of any notice affecting this title

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

5.10 section 84 - 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):

To assist with completing this form:
- State Planning Commission in the Department
for Housing and Urban Development has no
record of any conditions that continue to apply,
affecting this title
- contact the Local Government Authority for other
details that might apply

Date notice given:

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

5.11 section 85(6), 85(10) or 106 - 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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- contact the Local Government Authority for other details that might apply

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:

5.12 Part 11 Division 2 - 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):

To assist with completing this form:
- contact the Local Government Authority
- contact the vendor for these details

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

6. Repealed Act conditions

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

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

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- contact the Local Government Authority for other details that might apply

Is this item applicable?

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

Are there attachments?

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

Nature of condition(s):

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

To assist with completing this form:
- 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

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):

To assist with completing this form:
- EPA (SA) does not have any current Performance Agreements registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Environment Protection Orders registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Orders registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Clean-up Orders registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Clean up Authorisations registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Orders registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Orders registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Orders registered on this title

Date of notice:

Date of Gazette in which notice published:

Description of area or areas to which the 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):

To assist with completing this form:
- EPA (SA) does not have any current Orders registered on this title

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):

To assist with completing this form:
- EPA (SA) does not have any current Orders registered on this title

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:

9. Fences Act 1975

9.1 section 5 - Notice of intention to perform fencing 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):

To assist with completing this form:
- contact the vendor for these details

Date of notice:

Name and address of person to whom notice was given or from whom notice was received:

Particulars of relevant boundary:

Kind of fence proposed to be constructed or nature of work proposed to be done to existing fence:

Cost or estimated cost of fence or work (as stated in the notice):

Amount sought by proponent from adjoining owner (as stated in the notice):

If there is a cross-notice under section 6, give details of-

(a) the proposals objected to:

(b) the counter-proposals:

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

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):*

To assist with completing this form:
- contact the Local Government Authority
- where the land is outside a council area, contact
the vendor

Date of notice:

Person or body who issued notice:

Requirements of notice (as stated therein):

Amount payable (if any):

11. Food Act 2001

11.1 section 44 - Improvement 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):*

To assist with completing this form:
- Public Health in DHW has no record of any
notice or direction affecting this title
- contact the Local Government Authority for other
details that might apply

Date of notice:

Name of authorised officer who served notice:

Name of authority that appointed officer:

Requirements of notice:

11.2 section 46 - Prohibition 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):

To assist with completing this form:
- Public Health in DHW has no record of any notice or direction affecting this title
- contact the Local Government Authority for other details that might apply

Date of order:

Name of authority or person who served order:

Requirements of order:

12. Ground Water (Qualco-Sunlands) Control Act 2000

12.1 Part 6 - risk management allocation

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):

To assist with completing this form:
- Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title

Is a waterlogging and salinity risk management allocation attached to the whole or any part of the land?

If YES, give details of the allocation and the land to which it is attached:

12.2 section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property

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):

To assist with completing this form:
- DEW Water Licensing has no record of any notice affecting this title

Date of notice:

Amount payable (as stated in notice):

13. Heritage Places Act 1993

13.1 section 14(2)(b) - Registration of an object of heritage significance

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):

To assist with completing this form:
- Heritage Branch in DEW has no record of any registration affecting this title

Date of registration:

Description and location of object registered:

13.2 section 17 or 18 - Provisional registration or registration

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):

To assist with completing this form:
- Heritage Branch in DEW has no record of any registration affecting this title

Description of place registered:

Has the place been designated as a place of geological, palaeontological or speleological significance or archaeological significance?

If YES, give details:

13.3 section 30 - Stop 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):

To assist with completing this form:
- Heritage Branch in DEW has no record of any stop order affecting this title

Date of order:

Terms of order:

13.4 Part 6 - Heritage 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):

To assist with completing this form:
- Heritage Branch in DEW has no record of any agreement affecting this title
- refer to the Certificate of title

Date of agreement:

Description of property subject to agreement:

Names of parties:

Terms of agreement:

13.5 section 38 - "No development" 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):

To assist with completing this form:
- Heritage Branch in DEW has no record of any "No development" order affecting this title

Date of order:

Terms of order:

14. Highways Act 1926

14.1 Part 2A - Establishment of control of access from any road abutting 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):

To assist with completing this form:
- Transport Assessment Section within DIT has no record of any registration affecting this title

Date of establishment of control of access:

Description of boundary of land affected:

15. Housing Improvement Act 1940 (repealed)

15.1 section 23 - Declaration that house is undesirable or unfit for human habitation

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):

To assist with completing this form:
- contact the Local Government Authority

Date of declaration:

Those particulars required to be provided by a council under section 23:

15.2 Part 7 (rent control for substandard houses) - notice or declaration

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):

To assist with completing this form:
- Housing Safety Authority has no record of any notice or declaration affecting this title

Date of notice or declaration:

Those particulars required to be provided by the housing authority under section 60:

16. Housing Improvement Act 2016

16.1 Part 3 Division 1 - Assessment, improvement or demolition orders

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):

To assist with completing this form:
- Housing Safety Authority has no record of any notice or declaration affecting this title

Date of order:

Those particulars required to be provided by the Minister under section 14 or 15 (if applicable):

16.2 section 22 - Notice to vacate premises

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):

To assist with completing this form:
- Housing Safety Authority has no record of any notice or declaration affecting this title

Date of notice:

Name of authority that issued the notice:

Date by which the premises must be vacated:

16.3 section 25 - Rent control 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):

To assist with completing this form:
- Housing Safety Authority has no record of any notice or declaration affecting this title

Date of notice:

Maximum rent payable (per week):

17. Land Acquisition Act 1969

17.1 section 10 - Notice of intention to acquire

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):

To assist with completing this form:
- Refer to the Certificate of Title for any notice of intention to acquire
- contact the Local Government Authority for other details that might apply

Date of notice:

Name of Authority who served notice:

Description of land intended to be acquired (as described in the notice):

18. Landscape South Australia 2019

18.1 section 72 - Notice to pay levy in respect of costs of regional landscape board

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Amount of levy payable:

18.2 section 78 - Notice to pay levy in respect of right to take water or taking of water

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):

To assist with completing this form:
- DEW has no record of any notice affecting this title

Date of notice:

Amount of levy payable:

18.3 section 99 - Notice to prepare an action plan for compliance with general statutory duty

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Name of authority or person that issued notice:

Requirements of notice (as specified therein):

18.4 section 107 - Notice to rectify effects of unauthorised activity

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title
- DEW has no record of any notice affecting this title

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice (as specified therein):

18.5 section 108 - Notice to maintain watercourse or lake in good condition

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Name of relevant authority that issued notice:

Requirements of notice (as specified therein):

18.6 section 109 - Notice restricting the taking of water or directing action in relation to the taking of water

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):

To assist with completing this form:
- DEW has no record of any notice affecting this title

Date of notice:

Water resource to which notice applies:

Requirements of notice (as specified therein):

18.7 section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Requirements of notice (as specified therein):

18.8 section 112 - Permit (or condition of a permit) that remains in force

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):

To assist with completing this form:
- The regional landscape board has no record of any permit (that remains in force) affecting this title
- DEW has no record of any permit (that remains in force) affecting this title

Date of permit:

Name of relevant authority that granted permit:

Condition(s) of permit:

18.9 section 120 - Notice to take remedial or other action in relation to a well

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):

To assist with completing this form:
- DEW has no record of any notice affecting this title

Date of notice:

Location of well:

Requirements of notice (as specified therein):

18.10 section 135 - Water resource works approval

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):

To assist with completing this form:
- DEW has no record of a water resource works approval affecting this title

Details of site where works are authorised:

18.11 section 142 - Site use approval

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):

To assist with completing this form:
- DEW has no record of a site use approval affecting this title

Details of location where water use is allowed:

18.12 section 166 - Forest water licence

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):

To assist with completing this form:
- DEW has no record of a forest water licence affecting this title

Details of location of forest to which licence relates:

18.13 section 191 - Notice of instruction as to keeping or management of animal or plant

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Name of authorised officer who issued notice:

Requirements of notice (as specified therein):

18.14 section 193 - Notice to comply with action order for the destruction or control of animals or plants

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Name of authorised officer who issued notice:

Requirements of notice (as specified therein):

18.15 section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Name of authority that issued notice:

Amount payable (as specified in notice):

18.16 section 196 - Notice requiring control or quarantine of animal or plant

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of notice:

Requirements of notice (as specified therein):

18.17 section 207 - Protection order to secure compliance with specified provisions of the Act

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of order:

Name of authority or person who issued order:

Requirements of order (as specified therein):

18.18 section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of order:

Name of authority or person who issued order:

Requirements of order (as specified therein):

18.19 section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of authorisation:

Name of relevant authority that issued authorisation:

Person authorised to take action:

Requirements of authorisation (as specified therein):

18.20 section 215 - Orders made by ERD Court

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of order:

Names of parties:

Requirements of order:

18.21 section 219 - Management agreements

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of agreement:

Names of parties:

Requirements of agreement:

18.22 section 235 - Additional orders on conviction

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):

To assist with completing this form:
- The regional landscape board has no record of any notice affecting this title

Date of conviction:

Name of court by which conviction is recorded:

Requirements of additional order(s):

19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

Is this item applicable?

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

Are there attachments?

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

To assist with completing this form:
- 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.

Date of notice, order or demand:

Amount payable (as stated in the notice):

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

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):

To assist with completing this form:
- contact the Local Government Authority

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

21. Local Government Act 1999

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

Is this item applicable?

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

Are there attachments?

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

To assist with completing this form:
- contact the Local Government Authority

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

Is this item applicable?

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

To assist with completing this form:
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

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

- 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

Is there a State heritage place on the land or is the land situated in a State heritage area?

- contact the Local Government Authority

Is the land designated as a local heritage place?

- contact the Local Government Authority

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?

- Residential Driveway Crossovers Code Amendment - draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

- Statewide Bushfire Hazards Overlay Code Amendment - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).

- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

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?

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

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?

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

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?

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

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

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

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- contact the Local Government Authority for other details that might apply

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

To assist with completing this form:
- Contact the vendor for these details

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):

To assist with completing this form:
- Contact the vendor for these details

Date of notice:

Name of person requesting access:

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

Activity or 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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- Contact the Local Government Authority for other details that might apply

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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- Contact the Local Government Authority for other details that might apply

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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- Contact the Local Government Authority for other details that might apply

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):

To assist with completing this form:
- Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- Contact the Local Government Authority for other details that might apply

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):

To assist with completing this form:
- refer to the Certificate of Title

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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- Contact the Local Government Authority for other details that might apply

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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- Contact the Local Government Authority for other details that might apply

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):

To assist with completing this form:
- Contact the Local Government Authority for details relevant to this item
- Contact the vendor for other details that might apply

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):

To assist with completing this form:
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- Contact the Local Government Authority for other details that might apply

Date notice given:

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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):

To assist with completing this form:
- Contact the Local Government Authority for details relevant to this item
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

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:

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?

Are there attachments?

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

To assist with completing this form:
- 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
- The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

Date of notice or order:

Name of person or body who served notice or order:

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

- Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

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

- Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

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

- Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

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

35. *Water Resources Act 1997 (repealed)*

35.1 section 18 - Condition (that remains in force) of a permit

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):

To assist with completing this form:
- DEW has no record of any condition affecting this title

Date of permit:

Name of relevant authority that granted permit:

Condition(s) of permit:

35.2 section 125 (or a corresponding previous enactment) - 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):

To assist with completing this form:
- DEW has no record of any notice affecting this title

Date of notice:

Amount of levy payable:

36. Other charges

36.1 Charge of any kind affecting the land (not included in another item)

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):

To assist with completing this form:
- refer to the Certificate of Title
- contact the vendor for these details
- contact the Local Government Authority for other details that might apply

Person or body in whose favour charge exists:

Nature of charge:

Amount of charge (if known):

Schedule - Division 2 - Other particulars

(section 7(1)(b))

Particulars of transactions in last 12 months

To assist with completing this form:
- contact the vendor for these details

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

- (a) obtained title to the land; or
- (b) obtained an option to purchase the land; or
- (c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

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

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

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

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

The above particulars must be provided for each transaction.

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

To assist with completing this form:

- enquire directly to the Secretary or Manager of the Community Corporation

1 Name of community corporation:

Address of community corporation:

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

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

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

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

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

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

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

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

4 Documents supplied by the community corporation that are enclosed:

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

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

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

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

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

6 The following documents are enclosed:

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

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

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

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

Name:

Address:

Note-

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

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

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

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

Particulars relating to strata unit

To assist with completing this form:

- enquire directly to the Secretary or Manager of the Strata Corporation

1 Name of strata corporation:

Address of strata corporation:

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):

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

(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:

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

[If 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)*

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

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

[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:

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:

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

Name:

Address:

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 of building indemnity insurance

To assist with completing this form:

- contact the vendor for these details
- contact the Local Government Authority

Note-

Building indemnity insurance is not required for-

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

- 1 Name(s) of person(s) insured:
- 2 Name of insurer:
- 3 Limitations on the liability of the insurer:
- 4 Name of builder:
- 5 Builder's licence number:
- 6 Date of issue of insurance:
- 7 Description of insured building work:

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

If YES, give details:

- (a) Date of the exemption:
- (b) Name of builder granted the exemption:
- (c) Licence number of builder granted the exemption:
- (d) Details of building work to which the exemption applies:
- (e) Details of conditions (if any) to which the exemption is subject:

Particulars relating to asbestos at workplaces

To assist with completing this form:
- contact the vendor for these details

- 1 In these particulars-
asbestos and ***asbestos containing material*** have the same meaning as in the *Work Health and Safety Regulations 2012*,
workplace has the same meaning as in the *Work Health and Safety Act 2012*.
- 2 Is there a workplace on the land?
- 3 If YES, is there an asbestos register for the workplace?
- 4 If YES, does that register record any asbestos or asbestos containing material at the workplace (or likely to be present at the workplace from time to time) and specify the location, type and condition of that asbestos or asbestos containing material?
- 5 If YES-
 - (a) give details of the location, type and condition of the asbestos or asbestos containing material:

- (b) has a plan been prepared for the management of asbestos at the workplace?

If YES, give details:

- (c) is any asbestos or asbestos containing material to be removed before settlement?

If YES, give details:

Note-

1. A register is not required to be prepared for a workplace-
 - (a) if a register has already been prepared for the workplace; or
 - (b) if-
 - (i) the workplace is a building that was constructed after 31 December 2003; and
 - (ii) no asbestos has been identified at the workplace; and
 - (iii) no asbestos is likely to be present at the workplace from time to time.

See regulation 425 of the *Work Health and Safety Regulations 2012*
2. A person with management or control of a workplace who plans to relinquish management or control must ensure (so far as is reasonably practicable) that the asbestos register is given to the person assuming management or control of the workplace.
See regulation 428 of the *Work Health and Safety Regulations 2012*.

Particulars relating to aluminium composite panels

Has the vendor been notified that a building on the land has been identified, as part of a South Australian Building Cladding Audit initiated in 2017 and conducted by the former Department of Planning, Transport and Infrastructure in conjunction with the Metropolitan Fire Service, Country Fire Service and councils---

- (a) as having aluminium composite panels installed on the exterior of the building; and
- (b) as constituting a moderate, high or extreme risk as a result of that installation; and
- (c) as requiring remediation to reduce the risk to an acceptable level; and
- (d) as not having had the necessary remedial work performed or a determination made by the appropriate authority of the relevant council (within the meaning of section 157 of the *Planning, Development and Infrastructure Act 2016*) that no further action is required?

If YES, give details of the following:

1 the actions required to remediate the risk (if known):

2 the estimated costs of remediation (if known):

Particulars relating to land irrigated or drained under Irrigation Acts

To assist with completing this form:

- SA Water will arrange for a response to this item where applicable
- contact the vendor

1-Land irrigated or drained under *Irrigation Act 2009*

If the land is land in respect of which water is supplied or delivered, or is drained, through an irrigation or drainage system provided by a trust under the *Irrigation Act 2009*-

- (a) has the trust given notice under section 40 of that Act in respect of the land?

If YES, specify-

(i) the date on which notice was given:

(ii) the requirements of the notice:

(iii) the amount (if any) payable under section 40(7) of the Act:

- (b) has the trust given notice under section 50 of that Act?

If YES, specify-

(i) the date on which notice was given:

(ii) the amount payable (including interest, if any):

2-Land irrigated or drained under *Renmark Irrigation Trust Act 2009*

If the land is land in respect of which water is supplied or delivered, or is drained, through an irrigation or drainage system provided by the Renmark Irrigation Trust under the *Renmark Irrigation Trust Act 2009*-

- (a) has the trust given notice under section 41 of that Act in respect of the land?

If YES, specify-

(i) the date on which notice was given:

(ii) the requirements of the notice:

(iii) the amount (if any) payable under section 41(7) of the Act:

- (b) has the trust given notice under section 52 of that Act in respect of the land?

If YES, specify-

(i) the date on which notice was given:

(ii) the amount payable (including interest, if any):

Particulars relating to environment protection

To assist with completing this form:

- contact the vendor for details of item 2
- EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
- contact the Local Government Authority for information relating to item 6

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 2009*) is a prescribed commercial or industrial activity:

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

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

- (1) Is the vendor aware of any of the following activities ever having taken place at the land:
- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
 - (b) importation of soil or other fill from a site at which-
 - (i) an activity of a kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

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

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

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

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

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

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

Protection Act 1993 applies?

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

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

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

Note-

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

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

3-Licences and exemptions recorded by EPA in public register

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

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?
- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?
- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

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

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

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

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

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

The EPA will not provide details about exemptions relating to-

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

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

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

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?
- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?
- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?
- (d) a copy of a site contamination audit report?
- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?
- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?
- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?
- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

Note-

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

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

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

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
- (d) a copy of a pre-1 July 2009 site audit report?
- (e) details relating to the termination before completion of a pre-1 July 2009 site audit?

Note-

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

6-Further information held by councils

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

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

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)(l)).

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

If-

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

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

Particulars relating to *Livestock Act 1997*

To assist with completing this form:

- Animal Health in PIRSA has no record of any notice or order affecting this title

- 1 Has any notice under section 33 or 37 of the *Livestock Act 1997* been made that affects, presently or prospectively, enjoyment of the land?

If YES, give details of the following:

Date of notice:

Terms of notice:

- 2 Has any order under section 38, or notice under section 72, of the *Livestock Act 1997* been issued to the vendor in relation to the land or any building on the land?

If YES, give details of the following:

Date of order or notice:

Terms of order or notice:

Schedule-Division 3-Community lots and strata units

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

Attachments

The following documents are attached hereto-

Copy of the Certificate(s) of Title to the land

Acknowledgement of receipt of Form 1 - Vendor's Statement

I(we), the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the attachments as set out above.

Dated this _____ day of _____ 20 _____

Signed:

Purchaser(s)

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 the 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 (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | 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 Act 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 [. Alternatively, you may contact the Department for Environment and Water on \(08\) 8735 1134 or email \[DEWwaterlicensing@sa.gov.au\]\(mailto:DEWwaterlicensing@sa.gov.au\)](#)

Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

January 2014

Enjoyment

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

Value

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

Property Interest Report

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

| | | |
|------------------------|---|---------------------------|
| Title Reference | CT 6145/460 | Reference No. 2643443 |
| Registered Proprietors | SABEEL BORROWING CO PTY LTD | Prepared 29/01/2025 08:26 |
| Address of Property | Unit 305, 33 WARWICK STREET, WALKERVILLE, SA 5081 | |
| Local Govt. Authority | THE CORPORATION OF THE TOWN OF WALKERVILLE | |
| Local Govt. Address | POST OFFICE BOX 55, WALKERVILLE, SA 5081 | |

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 <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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 <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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.) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

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

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 <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) | 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 |
|-----|---|---|

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

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. <i>Fences Act 1975</i> | | |
| 9.1 | section 5 - Notice of intention to perform fencing work | Contact the vendor for these details |
| 10. <i>Fire and Emergency Services Act 2005</i> | | |
| 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. <i>Food Act 2001</i> | | |
| 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. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i> | | |
| 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. <i>Heritage Places Act 1993</i> | | |
| 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. <i>Highways Act 1926</i> | | |
| 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. <i>Housing Improvement Act 1940 (repealed)</i> | | |
| 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. <i>Housing Improvement Act 2016</i> | | |

- | | | |
|------|--|--|
| 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 also DEW 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 also DEW 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 | The regional landscape board has no record of any notice affecting this title |

Act

- | | | |
|-------|--|---|
| 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
- Code Amendment**
- Future Living - seeks to enhance housing diversity by providing housing options for smaller household types, and responding to the ageing demographics of the state's population by providing greater opportunities for ageing in place. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.**
- Code Amendment**
- Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.**
- Code Amendment**
- Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details

| | | |
|-------|--|---|
| 29.4 | section 140 - Notice requesting access | Contact the vendor for these details |
| 29.5 | section 141 - Order to remove or perform work | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.6 | section 142 - Notice to complete development | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.7 | section 155 - Emergency order | State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.8 | section 157 - Fire safety notice | Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.9 | section 192 or 193 - Land management agreement | Refer to the Certificate of Title |
| 29.10 | section 198(1) - Requirement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.11 | section 198(2) - Agreement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.12 | Part 16 Division 1 - Proceedings | Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply |
| 29.13 | section 213 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.14 | section 214(6), 214(10) or 222 - Enforcement order | Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title |

30. *Plant Health Act 2009*

| | | |
|------|---|---|
| 30.1 | section 8 or 9 - Notice or order concerning pests | Plant Health in PIRSA has no record of any notice or order affecting this title |
|------|---|---|

31. *Public and Environmental Health Act 1987 (repealed)*

| | |
|-----------------|--|
| Part 3 - Notice | Public Health in DHW has no record of any notice or direction affecting this title |
|-----------------|--|

| | | |
|--|---|--|
| 31.1 | | also Contact the Local Government Authority for other details that might apply |
| 31.2 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i> | 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 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i> | 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 | <i>South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval</i> | Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply |
| 33. Upper South East Dryland Salinity and Flood Management Act 2002 (expired) | | |
| 33.1 | section 23 - Notice of contribution payable | DEW has no record of any notice affecting this title |
| 34. Water Industry Act 2012 | | |
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950 also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title. |
| 35. Water Resources Act 1997 (repealed) | | |
| 35.1 | section 18 - Condition (that remains in force) of a permit | DEW has no record of any condition affecting this title |
| 35.2 | section 125 (or a corresponding previous enactment) - Notice to pay levy | DEW has no record of any notice affecting this title |
| 36. Other charges | | |
| 36.1 | Charge of any kind affecting the land (not | Refer to the Certificate of Title |

included in another item)

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 <i>Livestock Act, 1997</i> | 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 (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | 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.

| | | | | |
|----------------|-----------------|---------------|-----------|-------------|
| Account Number | L.T.O Reference | Date of issue | Agent No. | Receipt No. |
| 20 04404 56 2 | CT6145460 | 31/1/2025 | 8408 | 2643443 |

VAN DISSELS SOLICITORS
 70 ST BERNARDS ROAD
 MAGILL SA 5072
 vandiss@bigpond.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: SABEEL BORROWING CO PTY LTD C/- ASIC PROPERTY LAW GROUP
 Location: U305 33 WARWICK ST WALKERVILLE LT305 C28367
 Description: 3H/UNIT CP Capital Value: \$ 225 000
 Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

| | | \$ |
|--------------------------------|--------------------------|----------|
| | Arrears as at: 30/6/2024 | 4,083.80 |
| Water main available: 1/7/2015 | Water rates | 235.80 |
| Sewer main available: 1/7/2015 | Sewer rates | 260.85 |
| | 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 | 19.30 |
| | Goods and Services Tax | 0.00 |
| | Amount paid | 0.00 |
| | Balance outstanding | 4,599.75 |

Degree of concession: 00.00%
 Recovery action taken: RECOVERY NOTICE

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 9/4/2025

This account has no meter of its own but is supplied from account no 20 04402 02 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 has no record of an Encumbrance on this property as at the date of issue of this certificate.

Next action may be forwarding of debt details to an agency for recovery of unpaid charges. Recovery action may include a site visit, restriction of supply and/or legal action. Costs incurred will be on charged to the property. For more info. contact our Collection Unit on (08)74241560.

South Australian Water Corporation

Name: **Water & Sewer Account**
SABEEL BORROWING CO PTY LTD C/- Acct. No.: 20 04404 56 2 Amount: _____
ASIC PROPERTY LAW GROUP

Address:
U305 33 WARWICK ST WALKERVILLE
LT305 C28367

Payment Options

EFT**EFT Payment**

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 2004404562



Bill code: 8888
Ref: 2004404562

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: 2004404562





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: 2643443

DATE OF ISSUE

29/01/2025

JACOB VAN DISSEL AND CO
POST OFFICE BOX 419
MAGILL SA 5072

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

SABEEL BORROWING CO PTY LTD

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

305 / 33 WARWICK ST / WALKERVILLE SA 5081

ASSESSMENT NUMBER

2004404562

TITLE REF.

(A "+" indicates multiple titles)

CT 6145/460

TAXABLE SITE VALUE

\$22,000.00

AREA

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 | | | |
| = <u>AMOUNT PAYABLE</u> | \$ | 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

29/04/2025



**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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



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: 2643443

JACOB VAN DISSEL AND CO
POST OFFICE BOX 419
MAGILL SA 5072

DATE OF ISSUE
29/01/2025

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

| | | | | |
|---|---|----------------------|----------------------|--------------------------|
| OWNERSHIP NUMBER | OWNERSHIP NAME | | | |
| 70970491 | SABEEL BORROWING CO PTY LTD | | | |
| PROPERTY DESCRIPTION | | | | |
| 305 / 33 WARWICK ST / WALKERVILLE SA 5081 | | | | |
| ASSESSMENT NUMBER | TITLE REF. <small>(A "+" indicates multiple titles)</small> | CAPITAL VALUE | AREA / FACTOR | LAND USE / FACTOR |
| 2004404562 | CT 6145/460 | \$225,000.00 | R4 1.000 | RE 0.400 |
| LEVY DETAILS: | | | | |
| | FIXED CHARGE | \$ | 50.00 | |
| | + VARIABLE CHARGE | \$ | 84.75 | |
| | - REMISSION | \$ | 52.20 | |
| | - CONCESSION | \$ | 0.00 | |
| | + ARREARS / - PAYMENTS | \$ | 1,147.96 | |
| | = AMOUNT PAYABLE | \$ | 1,230.51 | |
| FINANCIAL YEAR | | | | |
| 2024-2025 | | | | |

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 Certificate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE 29/04/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
70970491

OWNERSHIP NAME
SABEEL BORROWING CO PTY LTD

ASSESSMENT NUMBER
2004404562

AMOUNT PAYABLE
\$1,230.51

AGENT NUMBER
100028323

AGENT NAME
JACOB VAN DISSEL AND CO

EXPIRY DATE
29/04/2025

+80013985970022> +001571+ <0550676012> <0000123051> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au

Email: revsupport@sa.gov.au

Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Certificate of Title

Title Reference: CT 6145/460
Status: CURRENT
Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

| Lodgement Date | Completion Date | Dealing Number | Description | Status | Plan |
|----------------|-----------------|----------------|----------------------|--------|--------|
| 04/09/2014 | 17/09/2014 | 12192962 | DEVELOPMENT CONTRACT | FILED | C28367 |
| 04/09/2014 | 17/09/2014 | 12192963 | SCHEME DESCRIPTION | FILED | C28367 |
| 09/12/2016 | 30/12/2016 | 12647223 | BY-LAWS | FILED | C28367 |

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6145/460
Status: CURRENT
Parent Title(s): CT 6122/56
Dealing(s) Creating Title: ACT 12192961
Title Issued: 25/09/2014
Edition: 2

Dealings

| Lodgement Date | Completion Date | Dealing Number | Dealing Type | Dealing Status | Details |
|----------------|-----------------|----------------|-----------------------|----------------|--------------------------------|
| 02/12/2014 | 19/01/2015 | 12239764 | MORTGAGE | REGISTERED | WESTPAC BANKING CORPORATION |
| 02/12/2014 | 19/01/2015 | 12239763 | TRANSFER | REGISTERED | SABEEL BORROWING CO. PTY. LTD. |
| 02/12/2014 | 19/01/2015 | 12239762 | DISCHARGE OF MORTGAGE | REGISTERED | 11951337 |
| 07/06/2013 | 02/07/2013 | 11951337 | MORTGAGE | REGISTERED | COMMONWEALTH BANK OF AUSTRALIA |

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 6145 Folio 460

Parent Title(s) CT 6122/56
Creating Dealing(s) ACT 12192961
Title Issued 25/09/2014 **Edition** 2 **Edition Issued** 19/01/2015

Estate Type

FEE SIMPLE

Registered Proprietor

SABEEL BORROWING CO. PTY. LTD.
OF 195 WHITFORD ROAD GREEN VALLEY NSW 2168

Description of Land

LOT 305 PRIMARY COMMUNITY STRATA PLAN 28367
IN THE AREA NAMED WALKERVILLE
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

| Dealing Number | Description |
|----------------|---|
| 12239764 | MORTGAGE TO WESTPAC BANKING CORPORATION |

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

| Lodgement Date | Dealing Number | Description | Status |
|----------------|----------------|----------------------|--------|
| 04/09/2014 | 12192962 | DEVELOPMENT CONTRACT | FILED |
| 04/09/2014 | 12192963 | SCHEME DESCRIPTION | FILED |
| 09/12/2016 | 12647223 | BY-LAWS | FILED |

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference CT 6145/460
Status CURRENT
Easement NO
Owner Number 70970491
Address for Notices UNIT 4, 17-19 BRUSSELS ST SOUTH GRANVILLE, NSW 2142
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

SABEEL BORROWING CO. PTY. LTD.
OF 195 WHITFORD ROAD GREEN VALLEY NSW 2168

Description of Land

LOT 305 PRIMARY COMMUNITY STRATA PLAN 28367
IN THE AREA NAMED WALKERVILLE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 12239763
Dealing Date 01/12/2014
Sale Price \$297,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

| Dealing Type | Dealing Number | Beneficiary |
|--------------|----------------|-----------------------------|
| MORTGAGE | 12239764 | WESTPAC BANKING CORPORATION |

Stoppers

NIL

Valuation Numbers

| Valuation Number | Status | Property Location Address |
|------------------|---------|---|
| 2004404562 | CURRENT | Unit 305, 33 WARWICK STREET, WALKERVILLE, SA 5081 |

Notations

Dealings Affecting Title

NIL

Notations on Plan

| Lodgement Date | Dealing Number | Descriptions | Status |
|------------------|----------------|----------------------|--------|
| 04/09/2014 16:07 | 12192962 | DEVELOPMENT CONTRACT | FILED |
| 04/09/2014 16:07 | 12192963 | SCHEME DESCRIPTION | FILED |
| 09/12/2016 10:53 | 12647223 | BY-LAWS | FILED |

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

| | |
|-------------------------------------|---|
| Valuation Number | 2004404562 |
| Type | Site & Capital Value |
| Date of Valuation | 01/01/2024 |
| Status | CURRENT |
| Operative From | 01/07/2015 |
| Property Location | Unit 305, 33 WARWICK STREET, WALKERVILLE, SA 5081 |
| Local Government | WALKERVILLE |
| Owner Names | SABEEL BORROWING CO. PTY. LTD. |
| Owner Number | 70970491 |
| Address for Notices | UNIT 4, 17-19 BRUSSELS ST SOUTH GRANVILLE, NSW 2142 |
| Zone / Subzone | SAC - Suburban Activity Centre |
| Water Available | Yes |
| Sewer Available | Yes |
| Land Use | 1323 - Third Floor Home Unit |
| Description | 3H/UNIT CP |
| Local Government Description | Residential |

Parcels

| Plan/Parcel | Title Reference(s) |
|----------------|--------------------|
| C28367 LOT 305 | CT 6145/460 |

Values

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Current | \$22,000 | \$225,000 | | | |
| Previous | \$20,500 | \$225,000 | | | |

Building Details

| | |
|-----------------------------|---------------|
| Valuation Number | 2004404562 |
| Building Style | Not Available |
| Year Built | Not Available |
| Building Condition | Not Available |
| Wall Construction | Not Available |
| Roof Construction | Not Available |
| Equivalent Main Area | 45 sqm |
| Number of Main Rooms | Not Available |

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



The Corporation of the Town of Walkerville

ABN 49 190 949 882
 66 Walkerville Terrace, Gilberton SA 5081
 PO Box 55, Walkerville SA 5081
 Email: walkerville@walkerville.sa.gov.au
 www.walkerville.sa.gov.au

VAN DISSELS SOLICITORS
 vandiss@bigpond.net.au

Certificate Number: SH2025118934
 Date: 31.01.2025

Rates & Charges Information

Certificate issued pursuant to section 187 of the Local Government Act 1999

LAND DETAILS

Property Address: 305/33 WARWICK STREET WALKERVILLE SA 5081
Certificate of Title: 6145/460
Lot No: 305 **Section No:** 476 **Plan No:** C28367
Assessment No: A4231 **Valuation No:** 2004404562
Owner(s): SABEEL BORROWING CO PTY LTD

ANNUAL RATES

Date Declared: 15/07/2024 **Notice Date:** 29/07/2024
 Arrears of Previous Rates & Fines: 8985.85
 Current Rate Charges: \$1441.00
 Regional Landscape Levy: 16.45
 Less: Rebates:
 Less: Paid: \$0.00
 Current Fines Incurred: \$2,022.45
 Interest/ Legal Fees: \$1,188.00
Total Rates Outstanding: \$12,150.70

Quarterly Information:

1st Quarter \$10537.00 Due Date: 11/09/2024
 2nd Quarter \$885.70 Due Date: 11/12/2024
 3rd Quarter \$364.00 Due Date: 11/03/2025
 4th Quarter \$364.00 Due Date: 11/06/2025

BPAY Details (Rates):

Billers Code: 9761
Ref No: 1000042315

Details of Fines for Non-Payment of Rates:


If a quarterly account of rates is not paid on or before the date on which it falls due:-

- (a) The amount due will be regarded as being in arrears; and
- (b) A fine of 2% of the amount due is payable; and
- (c) On the expiration of each full month from that date, interest at the prescribed percentage 0.7625% of the amount in arrears (including the amount of any previous unpaid fines and interest from any previous month) accrues.

If an entitlement to a rebate of rates ceases or no longer applies during the course of the financial year, the council is entitled to recover rates at the increased level proportionate to the remaining part of the financial year.

OTHER CHARGES

| | | | | |
|----------------------------|------|--|--------------------------------------|-------|
| Sundry Debtors | 0.00 | | BPAY Details (Other Charges): | |
| Other Charges | | | Billers Code: | 88880 |
| Total Other Charges | | | Ref No: | |

| | |
|--|---|
| Total Balance at Date of Certificate: \$12,150.70 | |
| Certified: |  |
| Date: | 31.01.2025 |

Certificate is valid for 60 days from the date listed at the top of this certificate

BPOINT Payment Receipt

CORPORATION OF THE TOWN OF WALKERVILLE

66 Walkerville Terrace
Gilberton, SA 5081
Phone: 0883427100
Web: <http://>
Email: bpoint@walkerville.sa.gov.au

Payment Details

| | |
|------------------------------|---|
| You Have Paid: | CORPORATION OF THE TOWN OF WALKERVILLE |
| Biller Code: | 1348762 |
| Customer Reference: | Rates search |
| Customer Reference 2: | A4231 305/33 Warwick Street Walkerville |
| Customer Reference 3: | Van Dissels Solicitors |
| Source: | Merchant Backoffice |
| Original Amount: | AUD 68.75 |
| Surcharge Amount: | AUD 0.00 |
| Total Amount: | AUD 68.75 |
| Card Number: | 463925...604 |
| Expiry Date: | 1227 |

Authorisation Result - Approved

| | |
|--------------------------|---------------------|
| Type | Payment |
| Transaction Date: | 31/01/2025 12:31 PM |
| Time Zone: | Sydney, Australia |
| Receipt Number: | 50811709749 |

PRESCRIBED INFORMATION

A4231 - 305/33 WARWICK STREET

| Column 1 Prescribed encumbrance | Column 2 Other particulars required |
|---|---|
| Part 1—Items that must be included in statement | |
| <i>{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}</i> | |
| Development Act 1993 | |
| Part 3—Development Plan | <p>Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):</p> <p>Zone (Policy Area):</p> <p>Neighbourhood Centre (NCe)</p> <p>Is the land situated in a designated State Heritage Area? NO</p> <p>Is the land designated as a place of local heritage value? NO</p> <p>Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? NO</p> <p>If YES, state the name of the council: Not Applicable</p> <p>Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? NO</p> |
| section 42—Condition (that continues to apply) of a development authorisation | <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p> <p>ATTACHED</p> |

PRESCRIBED INFORMATION

| | |
|--|---|
| Planning, Development and Infrastructure Act 2016 | |
| Part 5 – Planning and Design Code | <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Suburban Activity Centre (SAC)</p> <p>Is the land situated in a designated State Heritage place? NO</p> <p>Is the land designated as a place of local heritage value? NO</p> <p>Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land? NO</p> <p>Please contact Council for further information on the regulated and significant tree overlay</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? Please refer to</p> <p>https://plan.sa.gov.au/have_your_say/code_amendments</p> |
| Repealed Act conditions | |
| Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) | <p>Nature of condition(s):</p> <p>NO</p> |
| Part 2—Items to be included if land affected | |
| <p><i>[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]</i></p> | |



PRESCRIBED INFORMATION

| <i>Development Act 1993</i> | |
|---|---|
| section 50(1)—Requirement to vest land in a council or the Crown to be held as open space | Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any): NO |
| section 50(2)—Agreement to vest land in a council or the Crown to be held as open space | Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any): NO |
| section 55—Order to remove or perform work | Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any): NO |
| section 56—Notice to complete development | Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): NO |
| section 57—Land management agreement | Date of agreement: Names of parties: Terms of agreement: NO |

PRESCRIBED INFORMATION

| | |
|--|---|
| section 69—Emergency order | Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any): NO |
| section 71—Fire safety notice | Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): NO |
| section 84—Enforcement notice | Date notice given: Name of the relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any): NO |
| section 85(6), 85(10) or 106— Enforcement order | Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out: NO |

PRESCRIBED INFORMATION

| | |
|---|---|
| Part 11 Division 2—Proceedings | Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any): NO |
| Confirmed – Planning/Development Section  | |
| Fire and Emergency Services Act 2005 | |
| section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land | Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any): NO |
| Confirmed – Enforcement/compliance section:  | |
| Food Act 2001 | |
| section 44—Improvement notice | Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice: NO |
| section 46—Prohibition order | Date of order: Name of authority or person who served order: Requirements of order: NO |

PRESCRIBED INFORMATION

Confirmed – Environmental health section:

BM M QH

Housing Improvement Act 1940

section 23—declaration that house is undesirable or unfit for human habitation

Date of declaration:

Those particulars required to be provided by a council under section 23:

NO

Confirmed – Building/development section:

BM M QH

Local Government Act 1934

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

Date of notice, order etc:

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

Land subject thereto:


Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

NO


PRESCRIBED INFORMATION

| | |
|---|--|
| Local Government Act 1999 | |
| Notice, order, declaration, charge, claim or demand given or made under the Act | <p>Date of notice, order etc: 26 September 2024</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>Land subject thereto:</p> <p>Nature of requirements contained in notice, order etc:</p> <p>Time for carrying out requirements:</p> <p>Amount payable (if any):</p> <p>YES – please see attached</p> |
| Confirmed –General section: | |
|  | |
| Planning, Development and Infrastructure Act 2016 | |
| section 141 – Order to remove or perform work | <p>Date of order: NA</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p> |
| section 142 – Notice to complete development | <p>Date of notice: NA</p> <p>Requirements of notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p> |
| section 155 – Emergency order | <p>Date of order: NA</p> <p>Name of authorised officer who made order:</p> <p>Name of authority that appointed the authorised officer:</p> <p>Nature of order:</p> <p>Amount payable (if any):</p> |

PRESCRIBED INFORMATION



| | |
|---|---|
| <p>section 157 – Fire safety notice</p> | <p>Date of notice: NA</p> <p>Name of authority giving notice:</p> <p>Requirements of notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p> |
| <p>section 198(1) – Requirement to vest land in a council or the Crown to be held as open space</p> | <p>Date requirement given: NA</p> <p>Name of body giving requirement:</p> <p>Nature of requirement:</p> <p>Contribution payable (if any):</p> |
| <p>section 198(2) – Agreement to vest land in a council or the Crown to be held as open space</p> | <p>Date of agreement: NA</p> <p>Names of parties:</p> <p>Terms of agreement:</p> <p>Contribution payable (if any):</p> |
| <p>Part 16 Division 1 – Proceedings</p> | <p>Date of commencement of proceedings: NA</p> <p>Date of determination or order (if any): NA</p> <p>Terms of determination or order (if any):</p> |
| <p>section 213 – Enforcement notice</p> | <p>Date notice given: NA</p> <p>Name of designated authority giving notice:</p> <p>Nature of directions contained in notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p> |
| <p><i>Public and Environmental Health Act 1987 (repealed)</i></p> | |
| <p>Part 3—Notice</p> | <p>Date of notice:</p> <p>Name of council or other authority giving notice:</p> <p>Requirements of notice:</p> <p>NO</p> |

PRESCRIBED INFORMATION

| | |
|--|--|
| <p><i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) Part 2—Condition (that continues to apply) of an approval</i></p> | <p>Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval: NO</p> |
| <p><i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)</i></p> | <p>Date of order: Name of authority giving order: Requirements of order: NO</p> |
| <p>Confirmed – Environmental health section:</p> <p align="right"></p> | |

| | |
|---|--|
| <p>South Australian Public Health Act 2011</p> | |
| <p>section 66—Direction or requirement to avert spread of disease</p> | <p>Date of direction or requirement: Name of Authority giving or making requirement: Nature of direction or requirement: NO</p> |
| <p>section 92-Notice</p> | <p>Date of notice: Name of Council or other relevant authority giving notice: Requirements of notice NO</p> |

PRESCRIBED INFORMATION

| | |
|--|--|
| <p><i>South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval</i></p> | <p>Date of approval: Name of person or body that granted the approval: Condition (s) of approval: NO</p> |
| <p>Confirmed – Health section: </p> | |
| <p>Water Industry Act 2012</p> | |
| <p>notice or order under the Act requiring payment of charges or other amounts or making other requirement</p> | <p>Date of notice or order: Name of person or body who served notice or order: Amount payable (if any) as specified in the notice or order: Nature of other requirement made (if any) as specified in the notice or order: NO</p> |
| <p>Confirmed –Water section: </p> | |

PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required....**NO** (refer above note):

- 1 Name(s) of person(s) insured:.....
- 2 Name of insurer:.....
- 3 Limitations on the liability of the insurer:.....
- 4 Name of builder:.....
- 5 Builder's licence number:.....
- 6 Date of issue of insurance:.....
- 7 Description of insured building work:.....
.....
.....

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

NO

If **YES**, give details:

- (a) Date of the exemption:
- (b) Name of builder granted the exemption:
- (c) Licence number of builder granted the exemption:
- (d) Details of building work to which the exemption applies:

PRESCRIBED INFORMATION

.....
.....

(e) Details of conditions (if any) to which the exemption is subject:

.....
.....

BM QU

Certified Development Section..... Date...10 February 2025.....

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

YES

Note—

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

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

It should be noted that—

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

Data Extract for Section 7 search purposes

Valuation ID 2004404562

Data Extract Date: 10/02/2025

Parcel ID: C28367 FL305

Certificate Title: CT6145/460

Property Address: UNIT 305 33 WARWICK ST WALKERVILLE SA 5081

Zones

Suburban Activity Centre (SAC)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 110 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.

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

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 – Please contact Council for further information on the regulated and significant tree overlay.

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

TOWN OF



WALKERVILLE

The Corporation of the Town of Walkerville

66 Walkerville Terrace, Gilberton SA 5081

PO Box 55, Walkerville SA 5081

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

Dated: 02.04.2013

Registered on: 02.04.2013

Development No:

200/065/13

| | | | |
|------------|---|-----------------|--|
| To: | ALEXANDER & SYMONDS PTY LTD C/- WALKERVILLE DEVELOPMENTS PO BOX 1000 KENT TOWN SA 5071 | Copy to: | |
|------------|---|-----------------|--|


| | | | |
|--|---------------------------------------|------------------------------|---------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6122/56 |
|--|---------------------------------------|------------------------------|---------|

| | | | |
|--|-------------------------|---------------------------------|--|
| Nature of Proposed Development: | COMMUNITY LAND DIVISION | Building Classification: | |
|--|-------------------------|---------------------------------|--|

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 | ✓ | 3 | | |
| Land Division | ✓ | - | | |
| Land Division (Community) | ✓ | 1 (DAC) | | |
| Building Rules Consent | | | | ✓ |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | ✓ | 4 | | |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

| | |
|--|--|
| Date of Decision: 26 May 2014 | <input type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input checked="" type="checkbox"/> Development Assessment Panel |
| Date: 27 May 2014 | <input type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

The approved development must be **substantially commenced within 12 months** of the date of this Notification unless this period has been extended by the Council or the Development Assessment Commission.

The approved development must be **fully completed within 3 years** of the date of this Notification unless a longer time has been allowed by the Council or the Development Assessment Commission.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

LAND DIVISION CONDITIONS
200/065/13

33 WARWICK STREET WALKERVILLE SA 5081

Conditions Pursuant to Section 33 1(a)

1. The development must be undertaken completed and maintained in accordance with the plan(s) and information detailed in Application No. 200/065/13 except where varied by any condition(s) listed below:

Reason: To ensure that the subject development takes place in accordance with the approved plans.

2. All boundaries shall reflect the approved land use application being development number 200/286/11 and subsequent amendments DA's 200/156/13 and 200/060/14.

Reason: To ensure the development proceeds in accordance with previous approvals.

3. Signage that provides clear orientation to major points of interest such as the location of public toilets telephones safe routes and park activities. Is to be constructed within the proposed reserve.

Reason: To assist the community in locating nearby facilities.

Conditions Pursuant to Section 33 1(d)

4. 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 Development Assessment Commission for Land Division Certificate purposes.

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ◆ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ◆ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ◆ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ◆ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.



66 Walkerville Terrace, Gilberton SA 5081
PO Box 55, Walkerville SA 5081

Your Ref:

Please Quote Ref: 200/286/11

Enquiries To: Callum Little

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

5 April 2013

ASIAN PACIFIC BUILDING CORPORATION
C/- TECTVS
36 FIELD STREET
ADELAIDE SA 5000

Dear Sir/ Madam

| | |
|--|--|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 |
| Development Application Number: | 200/286/11 |
| Nature of Proposed Development: | Change of use to existing multi-storey office building to apartments offices function rooms and hotel suites. Includes internal and external alterations new multi deck car park and landscaping |

Please find enclosed a Decision Notification form for the above development. You are advised that the Council has taken into account the relevant matters associated with this development, pursuant to the Development Act 1993.

Important information is attached to your decision notification and should be read carefully.

For clarification or more advice please do not hesitate to contact Council's Planning or Building staff on 8342 7100.

Yours faithfully,


 Callum Little
 Development Assessment Planner



Dated: 23.12.2011

Registered on: 23.12.2011

Development No:

200/286/11

| | | | |
|------------|---|-----------------|--|
| To: | ASIAN PACIFIC BUILDING CORPORATION C/- TECTVS 36 FIELD STREET ADELAIDE SA 5000 | Copy to: | WALKERVILLE DEVELOPMENTS PTY LTD LEVEL 14/1 QUEENS ROAD MELBOURNE VIC 3004 |
|------------|---|-----------------|--|

| | | | |
|--|---------------------------------------|------------------------------|----------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6065/979 |
|--|---------------------------------------|------------------------------|----------|

| | | | |
|--|--|---------------------------------|---|
| Nature of Proposed Development: | Change of use to existing multi-storey office building to apartments offices function rooms and hotel suites. Includes internal and external alterations new multi deck car park and landscaping | Building Classification: | 2 |
|--|--|---------------------------------|---|

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 | ✓ | 31 | | |
| Land Division | | | | ✓ |
| Land Division (Strata) | | | | ✓ |
| Building Rules Consent | ✓ | 1 (Katnich Dodd) | | |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | ✓ | 32 | | |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

| | |
|--|--|
| Date of Decision: 27 March 2013 | <input type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input type="checkbox"/> Development Assessment Panel |
| Date: 27 March 2013 | <input checked="" type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

The approved development must be **substantially commenced within 12 months** of the date of this Notification unless this period has been extended by the Council or the Development Assessment Commission.

The approved development must be **fully completed within 3 years** of the date of this Notification unless a longer time has been allowed by the Council or the Development Assessment Commission.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

PLANNING CONDITIONS

200/286/11

33 WARWICK STREET WALKERVILLE SA 5081

1. Development is to take place in accordance with the plans and documentation accompanying the development application relating to Development Application No. 200/286/11 except as modified by any conditions and reserved matters attached to this Planning Decision Notification and all works detailed in the approved plans and required by conditions and reserved matters be completed prior to the occupation of the development approved herein.

Reason: To ensure the development proceeds in an orderly manner.

2. No significant or regulated tree (including the root system) on the site shall be damaged in any way during demolition and/or construction. For this purpose:

A Tree Protection Zone (TPZ) shall be provided for each significant tree or regulated tree on the site and that no works of any kind shall occur within this zone unless specified and agreed to by Council. The protection zone of each tree shall be maintained until the proposed development has been completed in its entirety. The protection zone for each tree is to encompass the critical root zone of the tree.

The Tree Protection Zone of each tree shall be fenced before any works commence on site and is to be constructed under the supervision of a qualified Arborist.

The Tree Protection Zone fence of each tree shall be a minimum 1.8 metre high steel mesh panels which will be 2.5 metres in width. The panels shall be inserted in temporary concrete base blocks and the posts at the top shall be clamped.

Clearly legible signs shall be incorporated on all sides of the Tree Protection Zone fencing displaying the words 'Tree Protection Zone No Unauthorised Entry'

No persons vehicles or machinery shall enter the Tree Protection Zones of each tree.

No fuel oil dumps or chemicals shall be allowed in or stored within the Tree Protection Zones and servicing and refuelling of equipment and vehicles shall be carried out away from the root zones of each tree.

No trenching for the installation of underground services is permissible within the Tree Protection Zone at any time. All external service providers including United Water Origin Gas Telstra and any others are to be informed of the Tree Protection Zone prior to the commencement of any works.

No storage of materials equipment or temporary buildings shall occur within the Tree Protection Zone of each tree.

No temporary service wires nails screws or any other fixing devices are to be attached to any significant tree on the site at any time.

Reason: To ensure that the existing significant trees on the site are protected and survive after the development is completed.

3. All car parks driveways and vehicle manoeuvring areas shall conform to Australian Standards and be constructed drained and paved in accordance with sound engineering practice.

Reason: To ensure the safe and orderly movement of vehicles

4. All line marking traffic signs and traffic control devices shall conform to Australian Standards and as such be consistent with those used for the street network.

Reason: To ensure the safe and orderly movement of vehicles.

5. Acoustic treatment shall be installed prior to occupation of the building for the proposed use and maintained in good condition at all times in accordance with the recommendations of the Sonus reports dated February 2012 (reference S3471C5) submitted with the application.

Reason: To minimise the impact on adjoining residents.

6. All noise generating activities on the site shall be managed at all times in accordance with the assumptions made for these activities including limitations to hours of operation and number of persons and in accordance with the recommendations made in the Sonus reports dated February 2012 (reference S3471C5) submitted with the application.

Reason: To minimise the impact on adjoining residents.

7. Operating hours shall be restricted to the following times:

Restaurant: 6am – 12 midnight

Outdoor Recreation Facilities: 7am – 9.30pm (including the swimming pool, BBQ pavilion)

First Floor Function Facilities – 10am – 12 midnight

Rooftop Garden – 7am – 10pm

Reason: To minimise the impact on adjoining residents.

8. That all mechanical equipment, pipes, vents and/or other equipment servicing the building shall be designed and installed such that they are unobtrusive and/or shall otherwise be hidden from view.

Reason: To preserve the amenity of the locality.

9. That an external lighting plan be prepared in accordance with relevant Australian Standards. Such a plan shall ensure that any flood, security or lighting to illuminate walkways, car parking area or driveways shall be directed and shielded in a manner so as not to cause light overspill nuisance to neighbours or distraction to drivers on adjacent public roads.

Reason: To minimise the impact on adjoining residents.

10. That all stormwater design and construction shall be in accordance with Australian Standards and all stormwater shall be managed and disposed of in such manner that it will not adversely affect any adjoining property to the reasonable satisfaction of Council. A pressurised system shall be used if levels are inadequate for a gravity feed system to enable satisfactory disposal.

Reason: To ensure that the development is adequately protected in the event of a major flood event.

11. That the driveways of the development herein approved shall have a gradient of not less than 1:5 measured at any point and shall be designed to avoid acute changes in gradient which may cause vehicles to scrape on the pavement.

Reason: To ensure safe and convenient access to the site is maintained.

12. That no advertisements (other than those advertisements indicated on the approved plans) shall be erected or displayed on the subject land without the approval of Council.

Reason: To ensure the amenity of the locality is protected from visual intrusion through unapproved signage.

13. That no flags or bunting shall be erected or displayed on the subject site without the approval of Council.

Reason: To ensure the amenity of the locality is protected from visual intrusion through unapproved signage.

14. That the car parking areas and driveways shall be maintained at all times to the reasonable satisfaction of Council.

Reason: To ensure that the car parking facilities are able to be used by users of the proposed development.

15. That the driveway and car parking areas shall be surfaced drained and marked to the reasonable satisfaction of Council.

Reason: To ensure that all car parking areas comply with the relevant Australian Standard.

16. That the external colours, finishes and appearance of the buildings herein approved shall be maintained in a good and consistent manner at all times to the reasonable satisfaction of Council.
Reason: To ensure that the amenity of the locality is maintained through regular maintenance of the building.
17. That any flood lighting shall be designed and located in such a way that adjacent properties, public places and traffic are not adversely affected by glare or overspill of light.
Reason: To ensure that safe vehicle movement is maintained in areas adjacent the site.
18. That all loading and unloading of delivery and garbage vehicles shall be only occur between the hours of 7am to 10pm Monday to Friday, 7am to 5:00pm Saturday and 11:00am to 5:00pm Sunday.
Reason: To minimise the impact of vehicle movement on residential development in the locality.
19. That all waste including food, papers, boxes, cartons and scrap of any kind shall be stored in a container having a close fitting lid, such container shall be serviced and emptied as required, but at least once a week.
Reason: to minimise the impact of waste management on other land uses in the locality.
20. That the developer shall employ the services of a qualified surveyor to accurately determine the boundaries of the subject land and undertake the development in accordance with such survey and the plans herein approved. In the event of any conflict between the survey and approved plans the matter shall be referred to Council prior to commencing any development on the land.
Reason: To ensure that development occurs wholly within the boundaries of the site.
21. An oil, silt and trash trap shall be installed on the internal stormwater pipe drainage from the roads, car park and loading areas prior to its junction with the Council's stormwater drainage system. This trap shall be regularly cleaned and maintained in good working order by the property owner for the life of the development.
Reason: To improve the quality of water entering the Torrens River.
22. All fixed plant and equipment must be located, designed and operated so that no unreasonable nuisance, in the opinion of Council, is caused to the occupiers of adjoining land through the emission of noise, dust, smell or fumes.
Reason: To ensure the approved development has no unreasonable impact on other land uses in the locality.
23. Graffiti shall be removed from any structure on the site at the cost of the applicant or owner within 2 business days of the graffiti being placed on the structure.
Reason: To ensure that that development is maintained in a tidy state.
24. The construction of the development hereby approved must be undertaken in such a way that no nuisance is occasioned to the occupiers of adjacent properties, especially in respect of noise and dust.
Reason: To maintain the amenity of the locality.
25. The design and construction of the new footpath along Warwick Street is to be undertaken to the satisfaction of council.
Reason: To ensure the proposed footpath complies with council engineering standards.
26. Stormwater volumes and flow rates leaving the development once completed shall not exceed pre development volumes or flow rates.
Reason: To minimise impact on Council stormwater infrastructure.
27. The collection of waste from the completed development shall remain the responsibility of the applicant as per the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality

28. The applicant shall comply with the noise minimisation initiatives outlined in the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality.

29. Waste generated by the development shall be collected at the frequencies outlined in table 4 of the the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality.

30. No bins shall be stored outside of the designated waste collection room on the ground floor as per the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality.

31. Waste collection shall not occur except between 9:00am and 7:00pm on a Sunday or other public holiday and shall not occur except between 7:00am and 7:00pm on any other day.

Reason: To maintain the amenity of the locality.

Notes

1. The street crossovers shall be installed as proposed and any portion of existing street crossovers made redundant by the development will be required to be removed and the kerb reinstated at the applicant's expense.
2. A separate approval is required from the Executive Planning and Infrastructure before any work associated with the development now approved may be carried out on over or under any street road or public place (including a footpath and/or road reserve) and such approval must be obtained before such work is commenced.
3. Any damage to abutting or nearby footpaths footpath paving nature strips kerbing guttering and road paving resulting from the undertaking of the approved development shall be repaired or reinstated to the reasonable satisfaction of the relevant planning authority by or at the expense of the person or persons who undertake the development prior to occupation or use of the buildings or structure to which this approval relates.
4. Where structures are built over an easement the applicant is required to obtain the approval of the relevant authority and the authority may require the applicant to remove the structure at any time it requires access over the easement.
5. Approval from the relevant authority is required if there are any amendments to the approved development resulting from the site conditions or requirements from other authorities or other Acts or Regulations having jurisdiction over the subject site existing buildings or the approved developments.
6. The approval does not imply compliance with the Electricity Act and Regulations. Applicants should contact the Office of the Technical Regulator for further advice on 08 8226 5500. Failure to comply can be both dangerous and costly.
7. This approval does not imply compliance with the Equal Opportunity Act and the Commonwealth Disability Discrimination Act 1993 as amended or the regulations there under. It is the responsibility of the applicant and the person erecting the building to ensure compliance with the aforementioned legislation.
8. The development must be substantially commenced within 12 months of the date of this Notification unless this period has been extended by the Development Assessment Commission.
9. The applicant is 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 Commission.
10. The applicant requires a new consent before commencing or continuing the development if he/she are unable to satisfy these requirements.
11. The applicant has a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.
12. Such an appeal must be lodged at the Environment Resources and Development Court within two months of the day on which he/she receives this notice or such longer time as the Court may allow.
13. The applicant is advised to please contact the Court if he/she wishes to appeal. The Court is located in the Sir Samuel Way Building Victoria Square Adelaide and (telephone number 8204 0300).

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ♦ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ♦ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ♦ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ♦ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setback requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.

20 Greenhill Rd Wayville SA 5034
 PO Box 109 Goodwood SA 5034
 T 08 8273 0888 F 08 8273 0800
 katnichdodd.com.au
 ABN 44 303 725 328

**Katnich
Dodd**
 Building Certifiers
 Knowledgeable
 Dependable

RECEIVED
 - 6 MAR 2013
 APPLICANT
 Reference No: PC47058

DECISION NOTIFICATION FORM COPY

| | | |
|-----------------------------|-----------------|----------------------------|
| For Development Application | Dated : | Development No: 200/286/11 |
| | Registered On : | |

To: WALKERVILLE DEVELOPMENTS PTY LTD
C/- TECTVS
36 FIELD STREET
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:
 House No: 33-37 Lot No: 103 Street: WARWICK STREET Suburb: WALKERVILLE
 Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

ALTERATIONS AND ADDITIONS TO EXISTING OFFICE BUILDING AND CONVERSION TO APARTMENTS, HOTEL, OFFICE & CARPARKING FACILITIES


In respect of this proposed development you are informed that:

| NATURE OF CONSENT | CONSENT GRANTED | NUMBER OF CONDITIONS | CONSENT REFUSED | NOT APPLICABLE |
|-----------------------------|-----------------|----------------------|-----------------|----------------|
| DEVELOPMENT PLAN CONSENT | ---- | ---- | ---- | ---- |
| LAND DIVISION | ---- | ---- | ---- | ---- |
| LAND DIVISION (STRATA) | ---- | ---- | ---- | ---- |
| BUILDING RULES CONSENT | 4/3/13 | 1 | ---- | ---- |
| PUBLIC SPACE | N/A | | ---- | ---- |
| OTHER | N/A | | ---- | ---- |
| DEVELOPMENT APPROVAL | ---- | * See notes | ---- | ---- |

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

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

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

| | |
|--|--|
| Signed:  Date: 4 March, 2013 | <input type="checkbox"/> Development Assessment Commission or Delegate <input type="checkbox"/> Council Chief Executive Officer or Delegate <input checked="" type="checkbox"/> Private Certifier (v) <input type="checkbox"/> (6) Sheets Attached |
|--|--|



PC47058

DEVELOPMENT ACT, 1993
CONDITIONS OF BUILDING RULES CONSENT

BUILDING WORK: ALTERATIONS AND ADDITIONS TO EXISTING OFFICE BUILDING AND CONVERSION TO APARTMENTS, HOTEL, OFFICE & CARPARKING FACILITIES
SITE ADDRESS: 33-37 LOT 103 WARWICK STREET WALKERVILLE
APPLICANT: WALKERVILLE DEVELOPMENTS PTY LTD
OWNER: WALKERVILLE DEVELOPMENTS PTY LTD
CLASSIFICATION: 2,3,5,6,7a & 9b
RISE IN STOREYS: 11
TYPE OF CONSTRUCTION: A
DEVELOPMENT APPLN: 200/286/11 DATED:19/12/12

CONDITIONS

1..Evidence of the Reg 88 Third Party Certificate for the swimming pool fencing highlighting compliance with AS1926.1 shall be submitted to the certifier prior to filling the pool with water

BCA-G1

Notes:

This consent does not include the restaurant or office fitouts which shall be the subject of a separate application if required.

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

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

The drawings are stamped "Not for Construction". Future changes may require separate approval.

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

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

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

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

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

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

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

SCHEDULE OF ESSENTIAL SAFETY PROVISIONS - FORM 2: The Form 2 of Schedule 16 of the Development Regulations shall be completed and signed by the contractor responsible for the installation or alteration of the particular item(s). The *Statement of Compliance* shall be completed by the builder and passed on, together with the completed Form(s) 2, to council or Katnich Dodd at the completion of the work.

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

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

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

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

| STOREY | PORTION | CLASSIFICATION | MAX OCCUPANCY |
|-----------|------------------------|----------------|---------------|
| Ground | Carpark | 7a | -- |
| | Office | 5 | 100 |
| | Restaurant | 6 | 100 |
| First-Ten | Residential/Apartments | 2/3 | 258 SOU |

Pursuant to Section 53A Development Act 1993 the relevant authority must form an opinion as to whether the existing building is unsafe or structurally unsound. It is considered that although there are/may be items or matters that are not in strict conformity with the Building Rules, or other matters of non-compliance that can not be identified from the information supplied by the applicant, that the proposed upgrading measures will render the building safe and of a proper structural standard.

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

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

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

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

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

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

The owner should be aware that it is not practicable to prevent large relative movements occurring between the existing building and the proposed addition due to foundation soil movements on this site. Such movements can only be masked from view.

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

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

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

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

The magnetic door strikes to required exit doors shall be selected to fail to the open position.

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

All glazing shall be glazed in accordance with AS1288- 2006, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower. The applicant is advised that **schools, early childhood centres, aged care buildings, and nursing homes** have specific requirements with regards to the provision of Grade A safety glass as per AS1288- 2006 Section 5.10.

Where a manual shut off valve is fitted to a secondary outlet from a swimming pool, a permanent, durable label must be fixed to the valve in accordance with Part 3.9.4.1 of the Building Code of Australia.

IMPORTANT: This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines) or the regulations thereunder (including Regulations prescribed for purposes of Section 86), the Occupational Health, Safety & Welfare Act 1986, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors



.....
Vic Barone
4 March, 2013

Your Ref:

Please Quote Ref: 200/156/13

Enquiries To: Callum Little

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

1 October 2013

ASIAN PACIFIC BUILDING CORPORATION
C/- MASTERPLAN
33 CARRINGTON STREET
ADELAIDE SA 5000

Dear Sir/ Madam

| | |
|--|--|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 |
| Development Application Number: | 200/156/13 |
| Nature of Proposed Development: | VARIATION TO DA 200/286/11 - ALTERATIONS TO EXISTING BUILDING FOR MINOR RECONFIGURATION OF ACCOMODATION AND INCLUSION OF APARTMENTS AT LEVEL 10 WITHIN THE PLANT ROOM AREA |

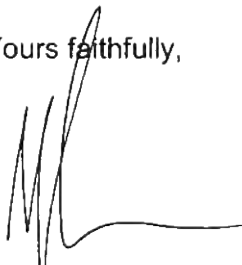
Please find enclosed a Decision Notification form for the above development. You are advised that the Council has taken into account the relevant matters associated with this development, pursuant to the Development Act 1993.

Please note that the attached Decision Notification is **Planning Consent Only**. You are advised that Building Rules Consent can be undertaken by either Council or a Private Certifier. However, **no work** can commence until both consents have been issued and you have received Development Approval from Council.

Important information is attached to your decision notification and should be read carefully.

For clarification or more advice please do not hesitate to contact Council's Planning or Building staff on 8342 7100.

Yours faithfully,



Matthew Romaine
Manager Planning & Infrastructure



Dated: 18.07.2013

Registered on: 18.07.2013

Development No:

200/156/13

| | | | |
|------------|--|-----------------|--|
| To: | ASIAN PACIFIC BUILDING CORPORATION C/- MASTERPLAN 33 CARRINGTON STREET ADELAIDE SA 5000 | Copy to: | WALKERVILLE DEVELOPMENTS LEVEL 14/ 1QUEENS ROAD MELBOURNE VIC 3004 |
|------------|--|-----------------|--|

| | | | |
|--|---------------------------------------|------------------------------|----------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6065/979 |
|--|---------------------------------------|------------------------------|----------|

| | | | |
|--|--|---------------------------------|--|
| Nature of Proposed Development: | VARIATION TO DA 200/286/11 - ALTERATIONS TO EXISTING BUILDING FOR MINOR RECONFIGURATION OF ACCOMODATION AND INCLUSION OF APARTMENTS AT LEVEL 10 WITHIN THE PLANT ROOM AREA | Building Classification: | |
|--|--|---------------------------------|--|

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 | ✓ | 1 | | |
| Land Division | | | | ✓ |
| Land Division (Strata) | | | | ✓ |
| Building Rules Consent | | | | ✓ |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | | | | ✓ |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

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.

| | |
|--|--|
| Date of Decision: 26 October 2013 | <input type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input checked="" type="checkbox"/> Development Assessment Panel |
| Date: 1 October 2013 | <input type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

Building Rules Consent must be obtained from either Council or a Private Certifier **within 12 months** of the date of this notification (if the latter a copy of the private certification must be forwarded to Council) and

Development Approval must be issued by Council before any work can commence on this development.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

PLANNING CONDITIONS
200/156/13

33 WARWICK STREET WALKERVILLE SA 5081

1. Development is to take place in accordance with the plans and all details relating to Development Application No. DA200/156/13

Notes

1. All conditions relating the planning consent and land division consent issued on 12 August 2013 remain operative.

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ♦ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ♦ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ♦ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ♦ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.



66 Walkerville Terrace, Gilberton SA 5081
PO Box 55, Walkerville SA 5081

Your Ref:
Please Quote Ref: 200/060/14
Enquiries To: Callum Little

Telephone: (08) 8342 7100
Facsimile: (08) 8269 7820
Email: walkerville@walkerville.sa.gov.au
<http://www.walkerville.sa.gov.au>

20 May 2014

ASIAN PACIFIC BUILDING CORPORATION
C/- MASTERPLAN
33 CARRINGTON STREET
ADELAIDE SA 5000

Dear Sir/ Madam

| | |
|--|--|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 |
| Development Application Number: | 200/060/14 |
| Nature of Proposed Development: | AMENDMENT TO 200/156/13 INCLUDES CHANGE OF USE OF ALL HOTEL ROOMS TO DWELLINGS |


Please find enclosed a Decision Notification form for the above development. You are advised that the Council has taken into account the relevant matters associated with this development, pursuant to the Development Act 1993.

Please note that the attached Decision Notification is **Planning Consent Only**. You are advised that Building Rules Consent can be undertaken by either Council or a Private Certifier. However, **no work** can commence until both consents have been issued and you have received Development Approval from Council.

Important information is attached to your decision notification and should be read carefully.

For clarification or more advice please do not hesitate to contact Council's Planning or Building staff on 8342 7100.

Yours faithfully,


Callum Little
Development Assessment Planner



The Corporation of the Town of Walkerville

66 Walkerville Terrace, Gilberton SA 5081
 PO Box 55, Walkerville SA 5081
 Telephone: (08) 8342 7100
 Facsimile: (08) 8269 7820
 Email: walkerville@walkerville.sa.gov.au
<http://www.walkerville.sa.gov.au>

Dated: 28.03.2014
 Registered on: 28.03.2014

Development No:
200/060/14

| | | | |
|------------|--|-----------------|--|
| To: | ASIAN PACIFIC BUILDING CORPORATION C/- MASTERPLAN 33 CARRINGTON STREET ADELAIDE SA 5000 | Copy to: | |
|------------|--|-----------------|--|

| | | | |
|--|---------------------------------------|------------------------------|---------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6122/56 |
|--|---------------------------------------|------------------------------|---------|

| | | | |
|--|--|---------------------------------|--|
| Nature of Proposed Development: | AMENDMENT TO 200/156/13 INCLUDES CHANGE OF USE OF ALL HOTEL ROOMS TO DWELLINGS | Building Classification: | |
|--|--|---------------------------------|--|

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 | ✓ | 1 | | |
| Land Division | | | | ✓ |
| Land Division (Strata) | | | | ✓ |
| Building Rules Consent | | | | STILL REQUIRED |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | | | | STILL REQUIRED |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

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.

| | |
|--|---|
| Date of Decision: 20 May 2014 | <input checked="" type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input type="checkbox"/> Development Assessment Panel |
| Date: 20 May 2014 | <input type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

Building Rules Consent must be obtained from either Council or a Private Certifier **within 12 months** of the date of this notification (if the latter a copy of the private certification must be forwarded to Council) and

Development Approval must be issued by Council before any work can commence on this development.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

PLANNING CONDITIONS
200/060/14

33 WARWICK STREET WALKERVILLE SA 5081

1. The development must be undertaken completed and maintained in accordance with the plan(s) and information detailed in Application No. 200/060/14:

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ♦ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ♦ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ♦ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ♦ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

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The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

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Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

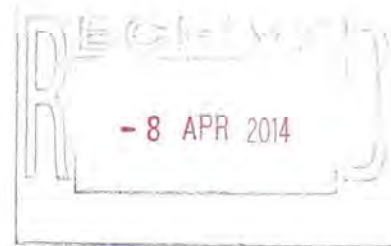
WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.

7 April 2014

The Corporation of the Town of Walkerville
PO Box 55
WALKERVILLE SA 5081

Attention: Callum Little



200/060/14
D120142819
CL1

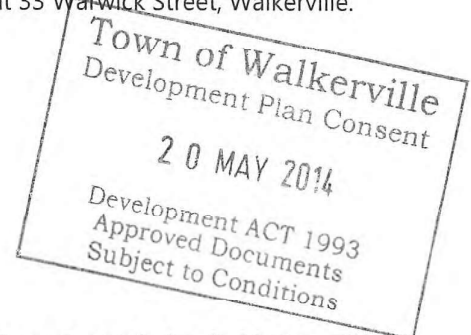
Dear Callum

Re: DA 200/060/14
33 Warwick Street Walkerville
Plans for Substitution

Please find enclosed herein substitute plans intended to replace those lodged with Council for the abovementioned variation application for 'The Watson' development at 33 Warwick Street, Walkerville.

Attached are one A1 set and two A3 sets of plans for substitution:

- DWG P01;
- DWG P02; and
- DWG P03.



All other plans subject to this variation application remain unchanged from the set lodged with Council on 26 March 2013.

The substitute plans consist of minor changes only and involve the following amendments:

- The inclusion of an additional car park along Victoria Terrace near the north-eastern fire escape and subsequent reduction in court yard area.
- Removal of the bike racks located near the car park ramp to inside the building (13 wall hung bicycle parks). This area will now be used for storage.



Please do not hesitate to contact the undersigned on 8221 6000 should you require any further information.

Yours sincerely

Greg Vincent
MasterPlan SA Pty Ltd



enc: Substitute Plans.
cc: Asian Pacific Building Corporation, Att: Will Deague.



26 March 2014

The Corporation of the Town of Walkerville
PO Box 55
WALKERVILLE SA 5081

Attention: Callum Little



Dear Callum

Re: Variation to Development Application 200/156/13
33 Warwick Street, Walkerville

Please find enclosed herewith a development application prepared on behalf of Asian Pacific Building Corporation Pty Ltd to vary a previously authorised Development Plan Consent for the partial demolition of the existing building and subsequent reconstruction of a mixed use retail/commercial and residential development at 33 Warwick Street, Walkerville. Enclosed with the application is the following documentation:

- a completed Development Application Form;
- three sets of amended A3 plans illustrating the proposed development prepared by Tectvs, dated March 25 2014; and
- a Waste Management Plan prepared by Leigh Design, dated 3 March 2014.

Background Information

The proponent first lodged a development application in June 2010 to undertake alterations and additions to the existing multi-storey building to accommodate a mix of hotel, residential and serviced office accommodation (DA 200/115/10). The development proposed the establishment of 54 hotel rooms and associated guest facilities, 354 dwellings (residential apartments) and 1,009 square metres of serviced offices. On 13 September 2010, Council's Development Assessment Panel resolved to grant Development Plan Consent to the application, subject to five reserved matters and 10 conditions of consent. Council subsequently granted an extension of time to the consent for an additional 12 months, with that consent lapsing on 13 September 2012.

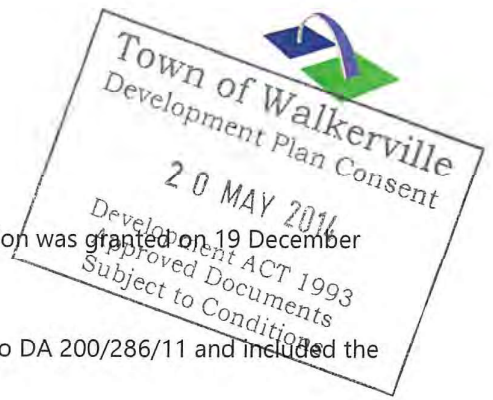


Several variations to the initial consent have subsequently been sought by the applicant and are summarised as follows:

DA 200/286/11 – lodged by the applicant in December 2011, this application sought to vary the original consent, with key elements of the proposed variation including:

- reduction in the number of hotel rooms from 54 to 25;
- reduction in the number of dwellings from 354 to 257;
- reduction in the floor area of the serviced office area from 1,009 square metres to 950 square metres;
- relocation of the function facility to the eastern side of the building and increase in floor area from 175 square metres to 250 square metres;
- construction of a sculptured deck above the function facilities at Level 2;
- relocation of the back of house facilities on the ground floor level to the north-western corner of the building and relocation of the loading bay;
- reduction in floor area of the gymnasium and health spa facility and relocation to Level 2;
- reduction in the total number of on-site car parking spaces from 308 to 266;
- reduction in the overall height of the building, comprising the construction of only one additional level above the existing roof;
- deletion of the basement car parking areas and replacement with above ground car parking in the form of a two level car park;
- relocation of the outdoor recreation facilities to the roof deck of the two level car park, including deletion of the tennis court and enclosure of the swimming pool;
- retention of the significant tree previously identified for removal;
- replacement of the building façade on its existing alignment and use of the existing concrete sunshades as balconies; and
- amendments to the design of the new entrance canopy





Provisional Development Plan Consent for the abovementioned variation was granted on 19 December 2012, with full Development Approval granted on 27 March 2013.

DA 200/156/13 – lodged by the applicant in July 2013 as a variation to DA 200/286/11 and included the following key elements:

- Relocation of restaurant area and amended office tenancy layout.
- Inclusion of dedicated courtyard areas to the serviced office areas.
- Amendment to size of Type HA hotel suite from 38 square metres to 34 square metres.
- Amendment to size of Type HB hotel suites on Levels 2 to 8 from 38 square metres to 54 square metres.
- Reconfiguration of the pavilion dimensions and layout on Level 2.
- Change in number and reconfiguration of residential apartments on Level 9
- Construction of four additional residential apartments within a new Level 10 to be wholly contained within the existing external walls of the central core, including one single bedroom penthouse, one two bedroom penthouse and two three bedroom penthouses.

Provisional Development Plan consent for the abovementioned variation was granted on 26 September 2013.

We note that the works associated with the aforementioned consents have been significantly progressed.

Extent of the Proposed Variation

The nature of the proposal, the subject of this development application, represents a variation to the previous authorisation granted by Council as contained in Development Application 200/156/13. For clarity, we have listed the specific plans that seek variations with a description of the proposed amendments below.

- **DWG P03**
 - Relocation of the ETSA transformer and fire hydrant booster next to the car park entry/exit.
 - Increase in the number of car parks along then northern boundary from 16 to 21.
 - Reduction in restaurant size to accommodate additional serviced office floor area.
 - Deletion of artist's studio to accommodate additional serviced office floor area.
 - Reconfiguration of selected office layouts.



- Removal of passageway behind serviced offices located in the south western portion of the site and increase in the respective floor area for each of these offices.
- DWG P04 – DWG P08
 - Conversion of previously approved hotel suites to one bedroom dwellings across Levels 1 to 8.
- DWG P09
 - Decrease in floor area for apartment 9.01 from 305 square metres to 273 square metres;
 - Internal variation to layout of apartments 9.05 and 9.06, specifically the relocation of staircases.
 - Conversion of apartment 9.02 from a two bedroom penthouse to a one bedroom penthouse.
- DWG P10
 - Revised internal layout to include two additional two bedroom penthouses. This level will now comprise six apartments – a one bedroom penthouse, three, two bedroom penthouses and two, three bedroom penthouses.
 - Relocation of plant equipment to rooftop at Level 9.

The specific details of the amendments sought by this development application are fully illustrated and annotated on the accompanying amended plans prepared by Tectvs dated March 2014.

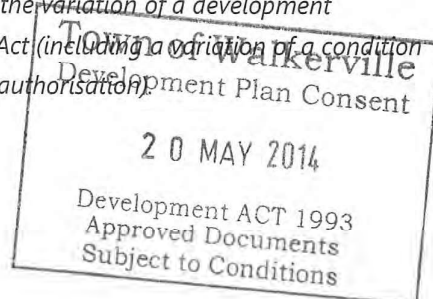
Procedural Matters

With respect to the nature of the proposed development we note that Section 39, sub-clause (6) provides the right for a person to seek a variation of a development authorisation previously given.

In this instance, the authorisation is still operative pursuant to sub-clause 7 (a).

We have lodged this application under Section 39, sub-section (7) to be treated as a new application specifically for the variations. Indeed, sub-section (7)(b) specifically confines consideration to *“the extent of the proposed variation (and not so as to provide for the consideration of other elements or aspects of the development or the authorisation)”*.

“(6) Subject to this section, a person may seek the variation of a development authorisation previously given under this Act (including a variation of a condition imposed with respect to the development authorisation).”





- (7) *An application to which subsection (6) applies –*
- (a) *may only be made if the relevant authorisation is still operative; and*
 - (b) *will, for purposes of this Part, but subject to any exclusion or modification prescribed by the regulations, to the extent of the proposed variation (and not so as to provide for the consideration of other elements or aspects of the development or the authorisation; and*
 - (c) *in a case where the development to which the development authorisation previously given was Category 3 development – must also be dealt with under section 38 as an application for Category 3 development if any representations were made under subsection (7) of that section, unless the relevant authority determines that no such representation related to any aspect of the development that is now under consideration on account of the application for variation and that, in the circumstances of the case, it is unnecessary to deal with the matter as Category 3 development;*

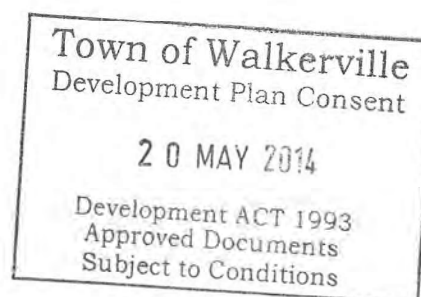
...

Consideration of Planning Implications

We are of the express view that the proposed amendments represent minor planning changes to the development previously consented to by the Council, and that the merit of this development is not materially affected as a consequence of the amendments sought.

The proposed variations relate primarily to internal modifications, with only minor changes to the external appearance of the building proposed. As such, the proposed variations are not considered to have any significant planning implications, nor would they create any functional conflicts between the approved land uses on the site.

An increase in the number of and floor area for the serviced offices is accommodated without detriment to the use of the building or impacts on adjacent. The increase in office floor space from 950 to 1,096 square metres requires an additional six car parking spaces as per the Development Plan requirements. However, the reduction in restaurant size from 136 to 68 seats to accommodate additional office floor area reduces the number of car parks required from 45 to 23 for this land use. Accordingly, there will be no deficiency in on-site car parking spaces as a result of increased office floor space.





This variation application proposes to increase on-site car parking availability with an additional five spaces proposed. Importantly, the increased number of on-site car parks provided will continue to substantially meet and significantly exceed both the Development Plan requirements and the RTA Alternative Car Parking Assessment. The car parking requirements for each of the land uses are shown in the following tables.

Town of Walkerville
Development Plan Consent
20 MAY 2014
Development ACT 1993
Approved Documents
Subject to Conditions



| Land Use | Area/number of | Development Plan Requirement Rate | Number of Spaces Required | RTA Alternative Parking Assessment Rate | Number of Spaces Required |
|------------------------|--|------------------------------------|---|--|--|
| Residential Apartments | 76 one bedroom (40 square metres) | Nil if less than 100 square metres | 0 | 0.4 spaces per one bedroom unit | 30 |
| | 156 two bedroom (54 to 65 square metres) | Nil if less than 100 square metres | 0 | 0.7 spaces per two bedroom unit | 109 |
| | 3 one bed penthouse (50 to 72 square metres) | Nil if less than 100 square metres | 0 | 0.4 spaces per one bedroom unit | 1 |
| | 10 two bed penthouse (58 to 94 square metres) | Nil if less than 100 square metres | 0 | 0.7 spaces per two bedroom unit | 7 |
| | 4 three bed penthouse (107 - 273 square metres) | One per dwelling | 4 | 1.2 spaces per three bedroom unit | 5 |
| Visitor Parking | One per four dwellings if greater than 100 square metres | 1 | One space per seven units required for visitor parking (for total number of residential apartments) | 18 (assumes 50% visitor demand) | |
| Office | 1,096 square metres | Four spaces per 100 square metres | 44 | Weekday: Four spaces per 100 square metres | 44 |
| | | | | Evening: N/A | 0 |
| Restaurant | 68 seats | One space per three seats | 23 | Weekday: N/A | 0 (assuming any restaurant demand relates to in-house occupants) |
| | | | | Evening: One space per three seats @ 50% external patronage | 12 (assuming 50% of patronage is in-house) |

Town of Walkerville
 Development Plan Consent
20 MAY 2014
 Development ACT 1993
 Approved Documents
 Subject to Conditions



| Total Car Parking Requirements | |
|--|------------|
| Development Plan Requirement | 72 |
| RTA Alternative Requirement (Weekday) | 214 |
| RTA Alternative Requirement (Evening) | 182 |
| Actual Number of Car Parks Provided | 245 |

The inclusion of additional apartments on Level 10 and the conversion of the existing hotel suites to one bedroom dwellings is reflective of the demand for residential accommodation as part of the development. The inclusion of two additional apartments on Level 10 will not have any impact on the external appearance of the building and will be wholly contained within the existing external walls.

Whilst the plant equipment will be relocated to be roof mounted, it will have a maximum height such that it sits unobtrusively below the roof line of the central core of the building. It is therefore considered that the plant equipment would not have a significant visual impact.

The conversion of the hotel rooms to one bedroom units does not change the essential nature of the building, will provide for investor finance and does not preclude the future use of these rooms for 'managed' rental accommodation either short or long term.

Accordingly, we submit that the proposed variation warrants the Council's most favourable consideration.

Can you please advise on the required development application fees so that we can arrange for prompt payment by our client.





Please do not hesitate to contact the undersigned on 8221 6000 should you require any further information.

Yours sincerely

Greg Vincent
MasterPlan SA Pty Ltd

enc: Documents as Listed.

cc: TECTVS, Att: Sam Byass.
Asian Pacific Building Corporation, Att: Will Deague.

Town of Walkerville
Development Plan Consent
20 MAY 2014
Development ACT 1993
Approved Documents
Subject to Conditions

66 Walkerville Terrace, Gilberton SA 5081
PO Box 55, Walkerville SA 5081

Your Ref:

Please Quote Ref: 200/118/14

Enquiries To: Nick Twizell

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

15 August 2014

ASIAN PACIFIC BUILDING CORPORATION
C/- MASTERPLAN
33 CARRINGTON STREET
ADELAIDE SA 5000

Dear Sir/ Madam

| | |
|--|--|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 |
| Development Application Number: | 200/118/14 |
| Nature of Proposed Development: | CHANGE IN LAND USE FROM 24 ONE BEDROOM APARTMENTS TO HOTEL ROOMS |

Please find enclosed a Decision Notification form for the above development. You are advised that the Council has taken into account the relevant matters associated with this development, pursuant to the Development Act 1993.

Important information is attached to your decision notification and should be read carefully.

For clarification or more advice please do not hesitate to contact Council's Planning or Building staff on 8342 7100.

Yours faithfully,



Nick Twizell
Development Officer (Building)

TOWN OF



WALKERVILLE

The Corporation of the Town of Walkerville

66 Walkerville Terrace, Gilberton SA 5081

PO Box 55, Walkerville SA 5081

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

Dated: 13.06.2014

Registered on: 13.06.2014

Development No:

200/118/14

| | | | |
|------------|--|-----------------|--|
| To: | ASIAN PACIFIC BUILDING CORPORATION C/- MASTERPLAN 33 CARRINGTON STREET ADELAIDE SA 5000 | Copy to: | |
|------------|--|-----------------|--|

| | | | |
|--|---------------------------------------|------------------------------|---------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6122/56 |
|--|---------------------------------------|------------------------------|---------|

| | | | |
|--|--|---------------------------------|--|
| Nature of Proposed Development: | CHANGE IN LAND USE FROM 24 ONE BEDROOM APARTMENTS TO HOTEL ROOMS | Building Classification: | |
|--|--|---------------------------------|--|

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 | ✓ | 1 | | |
| Land Division | | | | ✓ |
| Land Division (Strata) | | | | ✓ |
| Building Rules Consent | ✓ | 1 (Katnich Dodd) | | |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | ✓ | 2 | | |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

| | |
|--|--|
| Date of Decision: 15 August 2014 | <input type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input type="checkbox"/> Development Assessment Panel |
| Date: 15 August 2014 | <input checked="" type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

The approved development must be **substantially commenced within 12 months** of the date of this Notification unless this period has been extended by the Council or the Development Assessment Commission.

The approved development must be **fully completed within 3 years** of the date of this Notification unless a longer time has been allowed by the Council or the Development Assessment Commission.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

PLANNING CONDITIONS
200/118/14

33 WARWICK STREET WALKERVILLE SA 5081

1. The development must be undertaken completed and maintained in accordance with the plan(s) and information detailed in Application No. 200/118/14.

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ♦ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ♦ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ♦ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ♦ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.

SECTION 93(b) NOTIFICATION

| | |
|-------------------|--------------------------------|
| TO | THE CORPORATION OF WALKERVILLE |
| (Council) | |
| Reference Job No: | PC47058.4 |

Pursuant to **Section 93(b)** of the Development Act 1993 you are advised that **Building Rules Consent** has been **granted** to the proposed development work described on the attached Decision Notification Form.

Attached for your attention are :

- A copy of the Decision Notification Form,
- Two copies of the documentation endorsed with the certifier's consent, and
- The Schedule of Essential Safety Provisions (if applicable).

all as prescribed in Development Regulations 92 & 93.

For the purposes of Regulation 89(2)(a) Katnich Dodd has processed the application on the basis that:

- we have determined that the proposed work is
- **Schedule 1A development**, or
 - **complying development**, or
 - does **not** require development plan consent pursuant to Section 33(4a)

and the application for *development plan consent* and/or *development approval*:

- has been lodged separately by the applicant, or
- is attached together with a cheque for the lodgement fee

- we have not determined the kind or category of development for the proposed work in relation to its requirements for *development plan consent*. A certificate of consistency is attached pursuant to Regulation 92(2)(c) as appropriate.

If all of the consents for the approval of this Stage of the development have now been obtained under Division 1 of Part 4 of the Act, please issue the notice of Development Approval forthwith as required by Regulation 46.

KATNICH DODD
Building Surveyors


Vic Barone

15 August, 2014

Certificate of Registration as a Private Certifier No. 057

©

DEVELOPMENT ACT, 1993
REGULATION 92(2)(e)
CERTIFICATE OF CONSISTENCY

BUILDING WORK: ALTERATIONS AND ADDITIONS TO EXISTING OFFICE BUILDING AND CONVERSION TO APARTMENTS, HOTEL, OFFICE & CARPARKING FACILITIES – AMENDMENT TO 200/060/14 – INCLUDES CHANGE IN USE FROM 24 ONE BED APARTMENTS TO HOTEL ROOMS

SITE ADDRESS: 33-37 LOT 103 WARWICK STREET WALKERVILLE

DEVELOPMENT APPLN: 200/118/14 (variation to 200/060/14)

ISSUED BY: THE CORPORATION OF WALKERVILLE

I verify that I have examined carefully :

- a copy of the development plan consent (including any conditions relevant to the *building rules*) described above, together with
- a copy of the plans approved and endorsed pursuant to regulation 42(4) of the *Development Regulations 2008* for that consent (where issued by the relevant authority)

The plans and supporting documentation submitted for building rules consent have been assessed for compliance with the Building Rules, while the development plan consent plans have been reviewed to ensure that all buildings and structures included in the building rules assessment are "*consistent*" with the development plan consent.

I hereby certify in accordance with regulation 92(2)(e) of the *Development Regulations 2008* that the building rules consent as described above and issued on 15 August, 2014 is "*consistent*" with the above-listed development authorization (including any relevant conditions) giving development plan consent, subject only to :

1. the variations specified below in the Table of Variations to meet Regulatory Requirements, attached for the purposes of section 93(2) of the Development Act 1993, which are necessary for compliance with the Building Rules or any other legislation specified therein,
2. slight variations resulting from the design process which are not considered significant (refer Planning SA *Advisory Notice - Building No.28/03* dated July 2003.)

Development Act 1993 section 93(2) Table of variations to meet regulatory requirements

| Item | Legislation/Regulation/Code | Reason for variation |
|------|-----------------------------|----------------------|
| | | |

In completing this certification I have relied upon :

- Planning SA *Advisory Notice - Building No.28/03* dated July 2003,
- The Concise Oxford Dictionary definition of "*consistent*"

KATNICH DODD
 Building Surveyors



Vic Barone 15 August, 2014

Reference No: **PC47058.4**

DECISION NOTIFICATION FORM

| | | |
|-----------------------------|-----------------|-----------------------------------|
| For Development Application | Dated : | Development No: 200/118/14 |
| | Registered On : | |

To: WALKERVILLE DEVELOPMENTS PTY LTD
C/- TECTVS
36 FIELD STREET
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:
 House No: **33-37** Lot No: **103** Street: **WARWICK STREET** Suburb: **WALKERVILLE**
 Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT

ALTERATIONS AND ADDITIONS TO EXISTING OFFICE BUILDING AND CONVERSION TO APARTMENTS, HOTEL, OFFICE & CARPARKING FACILITIES – AMENDMENT TO 200/060/14 – INCLUDES CHANGE IN USE FROM 24 ONE BED APARTMENTS TO HOTEL ROOMS


In respect of this proposed development you are informed that:

| NATURE OF CONSENT | CONSENT GRANTED | NUMBER OF CONDITIONS | CONSENT REFUSED | NOT APPLICABLE |
|-----------------------------|-----------------|----------------------|-----------------|----------------|
| DEVELOPMENT PLAN CONSENT | ---- | ---- | ---- | ---- |
| LAND DIVISION | ---- | ---- | ---- | ---- |
| LAND DIVISION (STRATA) | ---- | ---- | ---- | ---- |
| BUILDING RULES CONSENT | 15/8/14 | 1 | ---- | ---- |
| PUBLIC SPACE | N/A | | ---- | ---- |
| OTHER | N/A | | ---- | ---- |
| DEVELOPMENT APPROVAL | ---- | * See notes | ---- | ---- |

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

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

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

| | |
|--|--|
| Signed:  | <input type="checkbox"/> Development Assessment Commission or Delegate |
| | <input type="checkbox"/> Council Chief Executive Officer or Delegate |
| | <input checked="" type="checkbox"/> Private Certifier (v) |
| Date: 15 August, 2014 | <input type="checkbox"/> 6 Sheets Attached |

DEVELOPMENT ACT, 1993
CONDITIONS OF BUILDING RULES CONSENT

| | |
|-----------------------|--|
| BUILDING WORK: | ALTERATIONS AND ADDITIONS TO EXISTING OFFICE BUILDING AND CONVERSION TO APARTMENTS, HOTEL, OFFICE & CARPARKING FACILITIES – AMENDMENT TO 200/060/14 – INCLUDES CHANGE IN USE FROM 24 ONE BED APARTMENTS TO HOTEL ROOMS |
| SITE ADDRESS: | 33-37 LOT 103 WARWICK STREET WALKERVILLE |
| APPLICANT: | WALKERVILLE DEVELOPMENTS PTY LTD |
| OWNER: | WALKERVILLE DEVELOPMENTS PTY LTD |
| CLASSIFICATION: | 2,3,5,6,7a & 9b |
| RISE IN STOREYS: | 11 |
| TYPE OF CONSTRUCTION: | A |
| DEVELOPMENT APPLN: | 200/118/14 (variation to 200/060/14) |

CONDITIONS

1..Evidence of the Reg 88 Third Party Certificate for the swimming pool fencing highlighting compliance with AS1926.1 shall be submitted to the certifier prior to filling the pool with water

BCA-G1

Notes:

This consent does not include the restaurant or office fitouts which shall be the subject of a separate application if required.

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

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

The drawings are stamped "Not for Construction". Future changes may require separate approval.

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

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

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

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

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

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

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

SCHEDULE OF ESSENTIAL SAFETY PROVISIONS - FORM 2: The Form 2 of Schedule 16 of the Development Regulations shall be completed and signed by the contractor responsible for the installation or alteration of the particular item(s). The *Statement of Compliance* shall be completed by the builder and passed on, together with the completed Form(s) 2, to council or Katnich Dodd at the completion of the work.

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

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

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

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

| STOREY | PORTION | CLASSIFICATION | MAX OCCUPANCY |
|-----------|-------------------|----------------|---------------|
| Ground | Carpark | 7a | -- |
| | Office | 5 | 100 |
| | Restaurant | 6 | 100 |
| First-Ten | Residential | 2/3 | 249 SOU |
| | Apartments/ Hotel | | |

Pursuant to Section 53A Development Act 1993 the relevant authority must form an opinion as to whether the existing building is unsafe or structurally unsound. It is considered that although there are/may be items or matters that are not in strict conformity with the Building Rules, or other matters of non-compliance that can not be identified from the information supplied by the applicant, that the proposed upgrading measures will render the building safe and of a proper structural standard.

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

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

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

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

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

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

The owner should be aware that it is not practicable to prevent large relative movements occurring between the existing building and the proposed addition due to foundation soil movements on this site. Such movements can only be masked from view.

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

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

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

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

The magnetic door strikes to required exit doors shall be selected to fail to the open position.

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

All glazing shall be glazed in accordance with AS1288- 2006, *including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.* The applicant is advised that **schools, early childhood centres, aged care buildings, and nursing homes** have specific requirements with regards to the provision of Grade A safety glass as per AS1288-2006 Section 5.10.

Where a manual shut off valve is fitted to a secondary outlet from a swimming pool, a permanent, durable label must be fixed to the valve in accordance with Part 3.9.4.1 of the Building Code of Australia.

IMPORTANT: This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines) or the regulations thereunder (including Regulations prescribed for purposes of Section 86), the Occupational Health, Safety & Welfare Act 1986, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Katnich Dodd
Building Surveyors



.....
Vic Barone
15 August, 2014



66 Walkerville Terrace, Gilberton SA 5081
PO Box 55, Walkerville SA 5081

Record Number: DNF201721943
Development Application: 200/130/17
Enquiries To: Planning and Environment Team

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

15 November 2017

Deague Group
Level 4, 100 Dorcas Street
SOUTH MELBOURNE VIC 3205

Via Email: enquiries@deaguegroup.com.au

CC: GregV@masterplan.com.au

Dear Sir/ Madam

Re: Development Approval

| | |
|--|--|
| LOCATION OF PROPOSED DEVELOPMENT: | The Watson, 33 Warwick Street, Walkerville SA 5081 |
| DEVELOPMENT APPLICATION NUMBER: | 200/130/17 |
| NATURE OF PROPOSED DEVELOPMENT: | Change of use of 165 dwellings in 'The Watson' complex to allow for both long term and short term occupation (Residential purposes, and/or as hotel, serviced apartment, or rental accommodation consistent with the Scheme Description document number 7355813_1) |

A Decision Notification Form for the above application is attached. You will note that Development Approval has been issued and that conditions may be attached.

You have the right of appeal to the Environment, Resources and Development Court against any conditions imposed on this consent*. Any appeal should be lodged within 2 months after you receive notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide 5000 (Postal Address, GPO Box 2465, Adelaide SA 5001) telephone 8204 0300.

This approval will lapse twelve months after the date of the decision if substantial work has not commenced on the site. In addition, the development must be fully or substantially completed within 3 years of the date of the approval. Council may, prior to the end of the 12 month period, grant an extension of time to the approval. Any request must be received in writing.

For clarification or more advice please do not hesitate to contact Council's Planning and Environment Department via email to development@walkerville.sa.gov.au or on 8342 7125.

Yours faithfully,

Carly Walker
SENIOR PLANNER, PLANNING AND ENVIRONMENT



Dated: 30 June 2017

Registered on: 30 June 2017

| | |
|---|--|
| TO: | Deague Group |
| LOCATION OF PROPOSED DEVELOPMENT | The Watson, 33 Warwick Street, Walkerville SA 5081 |
| DEVELOPMENT APPLICATION NUMBER | 200/130/17 |
| CERTIFICATES OF TITLE | 6145/394, 6145/395, 6145/396, 6145/397, 6145/398, 6145/399, 6145/401, 6145/403, 6145/410, 6145/418, 6145/419, 6145/420, 6145/421, 6145/422, 6145/423, 6145/424, 6145/425, 6145/427, 6145/430, 6145/432, 6145/433, 6145/434, 6145/435, 6145/438, 6145/439, 6145/440, 6145/441, 6145/443, 6145/445, 6145/446, 6145/447, 6145/448, 6145/449, 6145/450, 6145/451, 6145/452, 6145/453, 6145/454, 6145/455, 6160/393, 6145/457, 6145/458, 6145/459, 6145/460, 6145/461, 6145/462, 6145/463, 6145/464, 6145/465, 6145/466, 6145/469, 6145/470, 6145/471, 6145/472, 6145/473, 6145/474, 6145/476, 6145/477, 6145/479, 6145/480, 6145/481, 6145/482, 6145/484, 6145/485, 6145/486, 6145/487, 6145/493, 6145/494, 6145/495, 6145/496, 6145/500, 6145/501, 6145/503, 6145/504, 6145/507, 6145/508, 6145/509, 6145/510, 6145/511, 6145/512, 6145/513, 6145/515, 6145/516, 6145/517, 6145/519, 6145/518, 6145/520, 6145/522, 6145/523, 6145/524, 6145/525, 6145/528, 6145/530, 6145/531, 6145/533, 6145/535, 6145/537, 6145/538, 6145/539, 6145/540, 6145/541, 6145/542, 6145/543, 6145/544, 6145/545, 6145/546, 6145/547, 6145/550, 6145/551, 6145/552, 6145/555, 6145/556, 6145/557, 6145/558, 6145/560, 6145/562, 6145/563, 6145/564, 6145/565, 6145/566, 6145/567, 6145/568, 6145/570, 6145/571, 6145/572, 6145/574, 6145/575, 6145/576, 6145/577, 6145/578, 6145/579, 6145/582, 6145/583, 6145/584, 6145/585, 6145/586, 6145/587, 6145/589, 6145/590, 6145/591, 6145/592, 6145/593, 6145/596, 6145/597, 6145/598, 6145/599, 6145/600, 6145/601, 6145/606, 6145/609, 6145/610, 6145/611, 6145/613, 6145/614, 6145/616, 6145/618, 6145/620, 6145/622, 6145/623, 6145/624, 6145/629, 6145/632, 6145/633, 6145/639 and 6182/170. |
| NATURE OF PROPOSED DEVELOPMENT: | Change of use of 165 dwellings in 'The Watson' complex to allow for both long term and short term occupation (Residential purposes, and/or as hotel, serviced apartment, or rental accommodation consistent with the Scheme Description document number 7355813_1) |

In respect of this proposed development you are informed that:

| NATURE OF DECISION | DECISION | No. of Conditions |
|--------------------------|--------------|-------------------|
| DEVELOPMENT PLAN CONSENT | GRANTED | 1 |
| BUILDING RULES CONSENT | NOT REQUIRED | NOT REQUIRED |
| DEVELOPMENT APPROVAL | GRANTED | 1 |

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.

Date of Decision: 9 October 2017

 Council Chief Executive Officer or delegate

 Council Assessment Panel

Signed

Date:

15 November 2017

 Private Certifier Sheets Attached

DEVELOPMENT PLAN CONSENT

Conditions of Consent by Council

1. All development shall be completed and maintained in accordance with the plans and documents submitted with and forming part of the development application.

Reason: To ensure that the approved development is undertaken in accordance with all approved plans.

BUILDING RULES CONSENT

Not required

ADVISORY NOTES

1. Any works undertaken on Council owned land (including but not limited to works relating to reserves crossing places landscaping footpaths street trees and stormwater connections and underground electrical connections) shall require authorisation of Council Further information and/or specific details can be obtained by contacting Council on 8342 7100.
2. The applicant shall at his/her own expense in all things carry out all alterations to existing inverts watertable footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures site works and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts kerbs watertable footpaths pavements or other such works to the reasonable satisfaction of the Council.
3. Any portion of Council's infrastructure damaged as a result of work undertaken on the allotment or associated with the allotment's must be repaired / reinstated to Council's satisfaction at the developer's expense.
4. No trees or shrubs shall be removed or pruned on Council's road verge without Council approval.
5. Excavations for footpath crossovers or any other work undertaken on the public road reserve must not be commenced until approval has been given by Council.
6. The land owner/developer is responsible for ensuring that building work is sited in the approved position. This may necessitate a survey being carried out by a licensed land surveyor. Allotment boundaries will not be certified by council staff; however council may enforce removal of any encroachments over council land.
7. Allotment boundaries will not be certified by Council staff. The onus of ensuring that the building is sited in the approved position on the current allotment is the responsibility of the owner. This may necessitate a survey being carried out by a licensed land surveyor.
8. Development is to be substantially commenced within 12 months and substantially completed within 3 years of the date of this approval.
9. Any site works commenced prior to the issue of formal Development Approval or further approvals required by conditions attached to a Development Approval shall be at the applicant's own risk.
10. The proponent is reminded of Clause 23 under Part 6 of the Environment Protection (Noise) Policy 2007. The clause states that construction activity must not occur on a Sunday or other public holiday; and on any other day except between 7am and 7pm. Exceptions to this requirement are prescribed in Clause 23(1) b of the Environment Protection (Noise) Policy 2007.
11. Conditions of previous consents continue to apply to the subject land unless expressly varied by this consent
12. Encumbrances although not administered by Council may apply to your property. You are therefore advised to check for encumbrances on your Certificate of Title prior to commencing work.
13. Your attention is drawn to the EPA Code of Practice for Stormwater pollution prevention which provides for site management practices during the construction process.
14. Whilst not administered by Council the provisions of the Fences Act 1975 may apply to any works proposed affecting boundary fences including requirements for consultation and notification of adjoining owners. It is recommended that your obligations under the Fences Act are confirmed prior to any works affecting boundary fences (existing or proposed).
15. Retaining walls constructed to retain a difference in ground levels exceeding (1) metre in height require development approval
16. Any food premises must not commence business until a 'Food Business Notification Form' has been completed and submitted to Council's Community Health Team as required by the Food Act 2001.

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ♦ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ♦ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ♦ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ♦ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Environment Department via email to development@walkerville.sa.gov.au or on 8342 7125.



Carly Walker
SENIOR PLANNER, PLANNING AND ENVIRONMENT

**NOTICE REQUIRING PAYMENT OF RATES PURSUANT TO SECTION 184 OF
THE LOCAL GOVERNMENT ACT 1999 (SA)**

TO: **SABEEL BORROWING CO PTY LTD ACN 163 790 154 [DEREGISTERED] ("You")**

OF: **AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION
PROPERTY LAW GROUP, LEGAL SERVICES
BY EMAIL: propertylaw@asic.gov.au**

TAKE NOTICE THAT:

1. We act for the Corporation of the Town of Walkerville of 66 Walkerville Terrace, Gilberton SA 5081 ("the Council").
2. You are the principal ratepayer appearing on the assessment record in respect of the whole of the land at **305/33 WARWICK STREET WALKERVILLE SA 5081** comprised in **Certificate of Title 6145/460** ("the Land").
3. Rates with respect to the Land have been in arrears since **9 October 2018** and have therefore continued to remain outstanding for a period exceeding three (3) years up until and including the date of this notice, being **26 September 2024**.
4. The total amount due and payable to the Council with respect to rates (including fines and interest) presently outstanding in relation to the Land as at **26 September 2024** is **\$ 9,488.80**.
5. The Council has incurred legal costs of **\$ 970.58** in issuing this notice. Pursuant to section 184(11) of the *Local Government Act 1999* (SA) ("the Act"), the Council is legally entitled to recover the costs of the sale and any other costs incurred in proceeding under section 184 of the Act from any sale proceeds following a sale of the Land. Please note, there are likely to be more costs incurred by the Council in respect of moving forward with the foreshadowed sale of the Land in the event that there is a failure to comply with this notice.
6. Pursuant to section 181(8) of the Act, a fine of 2 per cent of the amount of the instalment is payable once the instalment is regarded as being in arrears; and on the expiration of each full month from that date, interest at the prescribed percentage of the amount in arrears (including the amount of any previous unpaid fine and including interest from any previous month) accrues.

THE COUNCIL HEREBY DEMANDS THAT:

You immediately make payment to the Council of all monies due under this notice of **\$ 9,488.80** with respect to rates and other moneys charged on the Land, full particulars of which are set out in the schedule below.

AND TAKE FURTHER NOTICE THAT:

If You fail to make payment of the total amount due pursuant to this Notice **THE COUNCIL WILL OFFER THE LAND FOR SALE BY PUBLIC AUCTION** at a date and time appointed by the Council, after the expiration of one (1) month from service of this Notice.

If You are currently occupying the Land, and do not move out before the Council is entitled to sell the Land, the Council may sell the Land whilst You remain in occupation of it. This may affect the sale price achieved and thereby affect any amounts owing to You upon completion of the sale. Please note that pursuant to section 184(9) of the Act, if, before the date of such an auction, the outstanding amount and the costs incurred by the Council in proceeding under section 184 of the Act are paid to the Council, the Council must call off the auction. This notice is served pursuant to section 184 of the Act.

SCHEDULE

1. Rates (including fines and interest) presently outstanding in relation to the Land as at **26 September 2024** have been in arrears since **9 October 2018**: **\$ 9,488.80**

Total Amount Due **\$ 9,488.80**

DATED **26 September 2024**

Signed  Oakbridge Lawyers Pty Ltd, appointed legal agents for the Council **THIS NOTICE** is prepared and served by Oakbridge Lawyers Pty Ltd, Suite 5, 245 Fullarton Road, Eastwood SA 5063, Phone 08 7100 1885, appointed legal agents for the Council.

06/02/25

VAN DISSELS SOLICITORS
PO BOX 419
MAGILL, SA, 5072

Dear Sir/Madam

RE: Community Corporation 28367 Inc.
33 WARWICK STREET, WALKERVILLE
ABN: 81368587238
Lot: 00305
OWNER: Sabeel Borrowing Co Pty Ltd

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 277 of a total 100000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$914.00 per quarter paid to 14/04/25. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$221.00 per quarter paid to 14/04/25. 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 05/02/2025. NEXT CONTRIBUTION IS DUE 15/04/2025.

(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 28367 Inc. **

** Common property water consumption paid by Community Corporation 28367 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 | \$106,730.80CR |
| Sinking Fund | \$1,138,978.07CR (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.

Due to the COVID-19 pandemic we have adapted our office processes to keep our staff and clients safe while maintaining our professional standards and service levels. As a result of these modified processes we ask that you first contact us by email or telephone if you require an appointment to view those records.

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 is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

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

A handwritten signature in black ink, appearing to read 'Chris Nowicki', with a stylized flourish at the end.

Chris Nowicki
Body Corporate Manager
chris.nowicki@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 05/02/2025

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:

Van Dissels Solicitors
PO BOX 419, MAGILL

Community Corporation 28367 Inc.
33 WARWICK STREET, WALKERVILLE
Lot: 00305

OWNER: Sabeel Borrowing Co Pty Ltd

Chris Nowicki

TAX INVOICE

05/02/2025

Whittles Management Services
ABN 31 493 603 726
PO Box 309
KENT TOWN SA 5071

Van Dissels Solicitors
PO BOX 419
MAGILL SA 5072

DESCRIPTION: Searching and completing document for provisions of
Section 139 of the Community Titles Act, 1996, Lot : 00305 at
33 WARWICK STREET, WALKERVILLE

Community Corporation 28367 Inc.

| | | | |
|-------------------|---------------|---------|------|
| FEE: | As prescribed | \$60.00 | PAID |
| | Plus 10% GST | \$6.00 | PAID |
| TOTAL DUE: | | \$66.00 | PAID |

OWNER: Sabeel Borrowing Co Pty Ltd

With Compliments

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
1 July 2023 to 30 June 2024
Printed 22/07/24 08:49

| | YTD Actual | YTD Budget | Variance | Last Year |
|--|---------------------|---------------------|-----------------|---------------------|
| FUND INCOME | | | | |
| Contributions | 1,127,763.74 | 1,132,000.00 | (4,236.26) | 1,131,365.03 |
| Fines/penalties | 250.00 | 0.00 | 250.00 | 0.00 |
| Interest-Contributions arrears | 7,299.29 | 0.00 | 7,299.29 | 7,531.63 |
| TOTAL FUND INCOME | 1,135,313.03 | 1,132,000.00 | 3,313.03 | 1,138,896.66 |
| FUND EXPENDITURE | | | | |
| Air conditioning-Maintenance | 10,291.60 | 12,000.00 | 1,708.40 | 2,058.32 |
| Air conditioning-Repairs | 4,274.50 | 3,500.00 | (774.50) | 910.00 |
| Auditor fee | 2,250.00 | 2,210.00 | (40.00) | 2,210.00 |
| Cleaning | 119,166.63 | 144,000.00 | 24,833.37 | 97,499.97 |
| Cleaning-Bin washing | 6,084.00 | 6,480.00 | 396.00 | 5,724.00 |
| Cleaning-Windows | 10,075.00 | 15,925.00 | 5,850.00 | 9,895.00 |
| Common property | 12,134.99 | 20,000.00 | 7,865.01 | 7,176.83 |
| Debt collection fees | 16,174.90 | 0.00 | (16,174.90) | 2,289.86 |
| Debt collection fees recovery | (5,631.57) | 0.00 | 5,631.57 | (3,468.12) |
| Debt collection fees recovery-Final notice fee | (4,379.99) | 0.00 | 4,379.99 | (3,448.38) |
| Debt collection fees-Final notice fee | 4,680.00 | 0.00 | (4,680.00) | 4,040.00 |
| Electrical | 12,214.40 | 12,000.00 | (214.40) | 12,203.50 |
| Facility Management Funds | 181,496.15 | 197,995.88 | 16,499.73 | 148,496.85 |
| Fire systems-Additional services | 2,600.00 | 2,355.00 | (245.00) | 2,352.24 |
| Fire systems-Monitoring | 1,086.00 | 1,037.00 | (49.00) | 1,037.00 |
| Fire systems-Repairs | 16,681.25 | 15,000.00 | (1,681.25) | 11,263.50 |
| Fire systems-Services | 18,424.34 | 15,000.00 | (3,424.34) | 16,231.17 |
| Floor coverings-Carpet cleaning | 7,360.00 | 12,000.00 | 4,640.00 | 0.00 |
| Grounds | 3,375.00 | 10,000.00 | 6,625.00 | 2,379.08 |
| Health Club / Gym-Maintenance | 0.00 | 1,000.00 | 1,000.00 | 0.00 |
| Indoor plant rental | 1,428.60 | 1,360.56 | (68.04) | 1,360.56 |
| Insurance claims recovery | (6,117.37) | 0.00 | 6,117.37 | 0.00 |
| Insurance claims recovery-Water damage | 0.00 | 0.00 | 0.00 | (51,969.00) |
| Insurance claims-Fusion | 2,297.37 | 0.00 | (2,297.37) | 0.00 |
| Insurance claims-Water damage | 6,430.00 | 0.00 | (6,430.00) | 67,365.50 |
| Insurance-Renewal | 119,050.98 | 125,000.00 | 5,949.02 | 111,907.82 |
| Legal fees | 0.00 | 10,000.00 | 10,000.00 | 8,981.00 |
| Lift-Registration | 0.00 | 1,532.00 | 1,532.00 | 0.00 |
| Lift-Service contract | 25,720.12 | 30,500.00 | 4,779.88 | 28,522.27 |
| Management - Additional services fee | 3,860.00 | 4,500.00 | 640.00 | 3,177.27 |
| Management - Agreed Services | 57,759.93 | 57,760.00 | 0.07 | 55,009.92 |
| Management - Asset Maintenance Services | 5,809.08 | 5,809.12 | 0.04 | 5,809.08 |
| Management - Disbursement Fees | 16,023.83 | 17,000.00 | 976.17 | 16,999.92 |
| Owner expense | 3,903.73 | 0.00 | (3,903.73) | 475.00 |
| Owner recovery | (3,793.27) | 0.00 | 3,793.27 | (2,238.41) |
| Pest control | 8,865.12 | 8,700.00 | (165.12) | 9,710.44 |
| Plumbing | 13,878.76 | 20,000.00 | 6,121.24 | 14,065.63 |
| Pool/Spa | 20,174.96 | 18,000.00 | (2,174.96) | 16,967.30 |
| Pool/Spa-Cleaning | 7,975.00 | 6,450.00 | (1,525.00) | 0.00 |
| Pool/Spa-Repairs and Maintenance | 772.73 | 0.00 | (772.73) | 0.00 |
| Rubbish-Removal | 61,888.25 | 70,000.00 | 8,111.75 | 56,202.13 |
| Security-Maintenance | 8,248.93 | 5,000.00 | (3,248.93) | 5,919.82 |
| Security-Monitoring | 726.83 | 6,740.00 | 6,013.17 | 2,306.33 |
| Security-Patrols | 125,754.04 | 132,000.00 | 6,245.96 | 124,858.55 |
| Taxation-Accountants fee | 250.00 | 250.00 | 0.00 | 160.00 |
| Taxation-BAS Return | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 |
| Taxation-PAYG Income Tax Instalment | 5,818.00 | 884.00 | (4,934.00) | 86.00 |
| Taxation-Payment | 2,367.10 | 2,053.80 | (313.30) | 0.00 |
| Taxation-Public Officer Fee | 150.00 | 150.00 | 0.00 | 0.00 |
| Technology and System Fees | 4,354.62 | 4,544.00 | 189.38 | 0.00 |
| Telephone | 1,484.73 | 1,520.00 | 35.27 | 1,222.32 |
| Transfer-To Sinking fund | 150,000.00 | 150,000.00 | 0.00 | 0.00 |
| Utilities-Electricity | 161,776.38 | 180,000.00 | 18,223.62 | 144,327.64 |
| Utilities-Gas | 77,969.02 | 80,000.00 | 2,030.98 | 64,318.54 |
| Utilities-Water | 45,534.11 | 55,000.00 | 9,465.89 | 48,478.56 |

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
1 July 2023 to 30 June 2024
Printed 22/07/24 08:49

| | YTD Actual | YTD Budget | Variance | Last Year |
|-------------------------------|---------------------|---------------------|-------------------|---------------------|
| TOTAL FUND EXPENDITURE | 1,349,718.78 | 1,466,256.36 | 116,537.58 | 1,053,875.01 |
| FUND SURPLUS (DEFICIT) | (214,405.75) | (334,256.36) | 119,850.61 | 85,021.65 |

Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081

30 June 2024

Printed 22/07/24 08:49

| | YTD Actual | Last Year |
|------------------------------|-------------------|-------------------|
| OWNERS FUNDS | | |
| Balance Brought Forward | 372,461.53 | 287,439.88 |
| Surplus/(Deficit) For Period | (214,405.75) | 85,021.65 |
| TOTAL FUNDS | 158,055.78 | 372,461.53 |
| ASSETS | | |
| Cash at Bank (MBL) | 156,764.99 | 365,754.33 |
| Sundry Receivables | 976.20 | 0.00 |
| TOTAL ASSETS | 157,741.19 | 365,754.33 |
| LIABILITIES | | |
| GST control account | (314.59) | (8,244.25) |
| Unallocated Advances | 0.00 | 1,537.05 |
| TOTAL LIABILITIES | (314.59) | (6,707.20) |
| NET ASSETS | 158,055.78 | 372,461.53 |

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
1 July 2023 to 30 June 2024
Printed 22/07/24 08:49

| | YTD Actual | YTD Budget | Variance | Last Year |
|-----------------------------------|-------------------|-------------------|------------------|---------------------|
| FUND INCOME | | | | |
| Contributions | 289,328.52 | 290,000.00 | (671.48) | 291,321.88 |
| Interest-External Accounts | 46,622.59 | 0.00 | 46,622.59 | 11,464.60 |
| Transfer-From Administration fund | 150,000.00 | 150,000.00 | 0.00 | 0.00 |
| TOTAL FUND INCOME | 485,951.11 | 440,000.00 | 45,951.11 | 302,786.48 |
| FUND EXPENDITURE | | | | |
| Carpark-Linemarking | 0.00 | 0.00 | 0.00 | 1,918.40 |
| Common property | 13,537.23 | 20,000.00 | 6,462.77 | 19,879.27 |
| Electrical | 4,687.33 | 3,000.00 | (1,687.33) | 0.00 |
| Fire systems-Repairs | 32,170.61 | 30,000.00 | (2,170.61) | 5,632.00 |
| Fire systems-Services | 20,500.00 | 0.00 | (20,500.00) | 0.00 |
| Grounds | 0.00 | 0.00 | 0.00 | 2,906.25 |
| Grounds-Tree lopping | 0.00 | 0.00 | 0.00 | 1,240.00 |
| Legal fees-Defects | 0.00 | 0.00 | 0.00 | (272,727.27) |
| Lift | 0.00 | 1,500.00 | 1,500.00 | 0.00 |
| Lift-Telephone | 5,388.88 | 6,000.00 | 611.12 | 0.00 |
| Painting-External Surfaces | 13,814.00 | 14,000.00 | 186.00 | 0.00 |
| Plumbing | 8,307.27 | 9,200.00 | 892.73 | 4,890.00 |
| Pool/Spa | 16,439.45 | 11,000.00 | (5,439.45) | 0.00 |
| Reports | 11,173.18 | 0.00 | (11,173.18) | 6,700.00 |
| Reports-Engineers report | 0.00 | 0.00 | 0.00 | 4,715.00 |
| Reports-Insurance valuation | 0.00 | 0.00 | 0.00 | 3,000.00 |
| Security | 6,260.00 | 7,000.00 | 740.00 | 5,000.00 |
| Security gates | 11,928.00 | 0.00 | (11,928.00) | 0.00 |
| Security-Maintenance | 2,322.06 | 0.00 | (2,322.06) | 0.00 |
| Structural reinstatement | 106,963.95 | 200,000.00 | 93,036.05 | 0.00 |
| TOTAL FUND EXPENDITURE | 253,491.96 | 301,700.00 | 48,208.04 | (216,846.35) |
| FUND SURPLUS (DEFICIT) | 232,459.15 | 138,300.00 | 94,159.15 | 519,632.83 |

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081

30 June 2024

Printed 22/07/24 08:49

| | YTD Actual | Last Year |
|------------------------------|---------------------|---------------------|
| OWNERS FUNDS | | |
| Balance Brought Forward | 1,306,466.77 | 786,833.94 |
| Surplus/(Deficit) For Period | 232,459.15 | 519,632.83 |
| TOTAL FUNDS | 1,538,925.92 | 1,306,466.77 |
| ASSETS | | |
| Cash at Bank (MBL) | 456,852.13 | 271,015.57 |
| Investment Account 3 | 211,008.66 | 204,483.12 |
| Investment Account 4 | 418,550.96 | 400,000.00 |
| Investment Account 5 | 226,299.33 | 215,524.28 |
| Investment Account 6 | 226,214.84 | 215,443.80 |
| TOTAL ASSETS | 1,538,925.92 | 1,306,466.77 |
| LIABILITIES | | |
| TOTAL LIABILITIES | 0.00 | 0.00 |
| NET ASSETS | 1,538,925.92 | 1,306,466.77 |

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081

30 June 2024

Printed 22/07/24 08:49

| | YTD Actual | Last Year |
|------------------------------|---------------------|---------------------|
| OWNERS FUNDS | | |
| Balance Brought Forward | 1,678,928.30 | 1,074,273.82 |
| Surplus/(Deficit) For Period | 18,053.40 | 604,654.48 |
| TOTAL FUNDS | 1,696,981.70 | 1,678,928.30 |
| ASSETS | | |
| Cash at Bank (MBL) | 613,617.12 | 636,769.90 |
| Sundry Receivables | 976.20 | 0.00 |
| Investment Account 3 | 211,008.66 | 204,483.12 |
| Investment Account 4 | 418,550.96 | 400,000.00 |
| Investment Account 5 | 226,299.33 | 215,524.28 |
| Investment Account 6 | 226,214.84 | 215,443.80 |
| TOTAL ASSETS | 1,696,667.11 | 1,672,221.10 |
| LIABILITIES | | |
| GST control account | (314.59) | (8,244.25) |
| Unallocated Advances | 0.00 | 1,537.05 |
| TOTAL LIABILITIES | (314.59) | (6,707.20) |
| NET ASSETS | 1,696,981.70 | 1,678,928.30 |

Notes to the Financial Statements
COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
30 June 2024
Printed 22/07/24 08:49

Investments

| Investment | Fund | Bank | Bank Account | Maturity | Amount | Interest |
|------------|---------|------|--------------|----------|------------|----------|
| 3 | Sinking | NAB | 901426295 | 12/01/25 | 211,008.66 | 5.15% |
| 4 | Sinking | NAB | 461217595 | 03/09/24 | 418,550.96 | 5.00% |
| 5 | Sinking | NAB | 711538106 | 13/12/24 | 226,299.33 | 4.90% |
| 6 | Sinking | NAB | 711564742 | 13/12/24 | 226,214.84 | 4.90% |

Total Investments

1,082,073.79

The following balances relate to amounts received or owing as at 30/06/2024

Receivables - Owner Arrears

Unit/Lot Details

| | Admin | | | | C/Fwd |
|-------|---------------|-------------------------------|------------------|---------------|-----------|
| | Contributions | Debt collection fees recovery | Final notice fee | Owner expense | |
| 00001 | | | | | 0.00 |
| 00002 | | | | | 0.00 |
| 00105 | 819.00 | | 44.00 | | 863.00 |
| 00115 | 1,093.00 | | 88.00 | | 1,181.00 |
| 00201 | | | | | 0.00 |
| 00216 | | | | | 0.00 |
| 00223 | | | | | 0.00 |
| 00231 | | | | | 0.00 |
| 00305 | | 66.00 | | | 66.00 |
| 00307 | | | | | 0.00 |
| 00312 | 1,722.25 | | 88.00 | | 1,810.25 |
| 00318 | | | | | 0.00 |
| 00331 | | | 44.00 | | 44.00 |
| 00404 | 284.00 | | 137.15 | | 421.15 |
| 00410 | 1,612.00 | | | | 1,612.00 |
| 00418 | 65.00 | | 44.00 | | 109.00 |
| 00503 | | | 88.00 | | 88.00 |
| 00506 | | | | | 0.00 |
| 00605 | | | | | 0.00 |
| 00612 | 2,418.00 | 330.30 | 88.00 | | 2,836.30 |
| 00620 | 3,279.00 | 435.52 | 88.00 | | 3,802.52 |
| 00711 | | | | | 0.00 |
| 00806 | 1,423.00 | | | | 1,423.00 |
| 00815 | 13,686.00 | 11,536.80 | 44.00 | | 25,266.80 |
| 00817 | | | | | 0.00 |
| 00818 | | | | | 0.00 |
| 00820 | 2,186.00 | | 88.00 | | 2,274.00 |
| 01003 | 37,909.54 | 758.45 | 286.00 | 407.00 | 39,360.99 |
| 02023 | | | | | 0.00 |

Notes to the Financial Statements
COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
30 June 2024
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Receivables - Owner Arrears (continued)

| Unit/Lot Details | Admin | | | | C/Fwd |
|---|------------------|-------------------------------|------------------|---------------|------------------|
| | Contributions | Debt collection fees recovery | Final notice fee | Owner expense | |
| Totals including GST (if applicable) | 66,496.79 | 13,127.07 | 1,127.15 | 407.00 | 81,158.01 |

Receivables - Owner Arrears (continued)

| Unit/Lot Details | Admin | | Sinking | Other | Total |
|---|------------------|-----------------|------------------|------------------|-------------------|
| | B/Fwd | Owner recovery | Contributions | | |
| 00001 | 0.00 | | | 12.90 | 12.90 |
| 00002 | 0.00 | | | 12.65 | 12.65 |
| 00105 | 863.00 | | 210.00 | 25.75 | 1,098.75 |
| 00115 | 1,181.00 | | 280.00 | 51.80 | 1,512.80 |
| 00201 | 0.00 | | | 16.90 | 16.90 |
| 00216 | 0.00 | | | 16.00 | 16.00 |
| 00223 | 0.00 | | | 11.55 | 11.55 |
| 00231 | 0.00 | | | 29.20 | 29.20 |
| 00305 | 66.00 | | | | 66.00 |
| 00307 | 0.00 | | | 17.55 | 17.55 |
| 00312 | 1,810.25 | | 456.00 | 94.20 | 2,360.45 |
| 00318 | 0.00 | | | 16.25 | 16.25 |
| 00331 | 44.00 | | | 16.65 | 60.65 |
| 00404 | 421.15 | | 225.00 | 115.40 | 761.55 |
| 00410 | 1,612.00 | | 414.00 | | 2,026.00 |
| 00418 | 109.00 | | 273.00 | 14.15 | 396.15 |
| 00503 | 88.00 | | | | 88.00 |
| 00506 | 0.00 | | | 21.35 | 21.35 |
| 00605 | 0.00 | | | 18.00 | 18.00 |
| 00612 | 2,836.30 | | 621.00 | 190.15 | 3,647.45 |
| 00620 | 3,802.52 | | 840.00 | 285.75 | 4,928.27 |
| 00711 | 0.00 | | | 16.65 | 16.65 |
| 00806 | 1,423.00 | | 419.50 | | 1,842.50 |
| 00815 | 25,266.80 | | 3,806.00 | 4,622.50 | 33,695.30 |
| 00817 | 0.00 | | | 16.65 | 16.65 |
| 00818 | 0.00 | | | 1.55 | 1.55 |
| 00820 | 2,274.00 | | 560.00 | 120.05 | 2,954.05 |
| 01003 | 39,360.99 | 1,058.20 | 10,104.23 | 27,323.12 | 77,846.54 |
| 02023 | 0.00 | | 0.70 | 0.05 | 0.75 |
| Totals including GST (if applicable) | 81,158.01 | 1,058.20 | 18,209.43 | 33,066.77 | 133,492.41 |

Debtors Nil

Notes to the Financial Statements
COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
30 June 2024
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Allocated Advance Payments

| Unit/Lot Details | Sinking | Admin | Total |
|------------------|---------------|---------------|----------|
| | Contributions | Contributions | |
| 00003 | 217.00 | | 217.00 |
| 00007 | 157.00 | | 157.00 |
| 00010 | 144.00 | 560.00 | 704.00 |
| 00011 | 157.00 | 613.00 | 770.00 |
| 00012 | 148.00 | 576.00 | 724.00 |
| 00013 | 148.00 | 576.00 | 724.00 |
| 00020 | 159.00 | 620.00 | 779.00 |
| 00104 | 210.00 | 819.00 | 1,029.00 |
| 00111 | 210.00 | 819.00 | 1,029.00 |
| 00120 | 210.00 | 819.00 | 1,029.00 |
| 00126 | | 44.00 | 44.00 |
| 00128 | 195.00 | 763.00 | 958.00 |
| 00203 | 287.00 | 1,121.00 | 1,408.00 |
| 00222 | 191.00 | 747.00 | 938.00 |
| 00226 | 276.00 | 1,077.00 | 1,353.00 |
| 00227 | 195.00 | 763.00 | 958.00 |
| 00229 | 276.00 | 1,077.00 | 1,353.00 |
| 00304 | 221.00 | 862.00 | 1,083.00 |
| 00309 | 210.00 | 819.00 | 1,029.00 |
| 00311 | 210.00 | 819.00 | 1,029.00 |
| 00319 | 265.00 | 1,034.00 | 1,299.00 |
| 00321 | 184.00 | 719.00 | 903.00 |
| 00322 | 195.00 | 763.00 | 958.00 |
| 00324 | | 725.90 | 725.90 |
| 00326 | 276.00 | 1,077.00 | 1,353.00 |
| 00327 | 93.15 | 763.00 | 856.15 |
| 00329 | 276.00 | 1,077.00 | 1,353.00 |
| 00403 | 298.00 | 1,164.00 | 1,462.00 |
| 00409 | 203.00 | 791.00 | 994.00 |
| 00417 | 339.00 | 1,323.00 | 1,662.00 |
| 00419 | | 1.00 | 1.00 |
| 00421 | 187.00 | 732.00 | 919.00 |
| 00423 | | 2.00 | 2.00 |
| 00507 | 269.00 | 1,049.00 | 1,318.00 |
| 00516 | | 44.00 | 44.00 |
| 00523 | 284.00 | 652.00 | 936.00 |
| 00526 | 284.00 | 1,108.00 | 1,392.00 |
| 00601 | 352.00 | 1,373.00 | 1,725.00 |
| 00604 | 298.00 | 1,164.00 | 1,462.00 |
| 00606 | 353.00 | 1,379.00 | 1,732.00 |
| 00607 | 269.00 | 1,049.00 | 1,318.00 |
| 00609 | 284.00 | 1,108.00 | 1,392.00 |
| 00627 | 353.00 | 1,379.00 | 1,732.00 |
| 00701 | 357.00 | 1,395.00 | 1,752.00 |
| 00703 | 302.00 | 1,180.00 | 1,482.00 |
| 00707 | 269.00 | 1,049.00 | 1,318.00 |
| 00714 | 346.00 | 1,351.00 | 1,697.00 |

Notes to the Financial Statements
COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
30 June 2024
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Allocated Advance Payments (continued)

| Unit/Lot Details | <u>Sinking</u> | <u>Admin</u> | Total |
|------------------|------------------|------------------|------------------|
| | Contributions | Contributions | |
| 00716 | 280.00 | 1,093.00 | 1,373.00 |
| 00719 | 276.00 | 1,077.00 | 1,353.00 |
| 00720 | | 0.10 | 0.10 |
| 00722 | 346.00 | 1,351.00 | 1,697.00 |
| 00725 | 287.00 | 1,121.00 | 1,408.00 |
| 00802 | 309.00 | 1,208.00 | 1,517.00 |
| 00808 | 280.00 | 1,093.00 | 1,373.00 |
| 00813 | 276.00 | 1,077.00 | 1,353.00 |
| 00814 | 346.00 | 1,351.00 | 1,697.00 |
| 00819 | 252.00 | 1,077.00 | 1,329.00 |
| 00827 | 353.00 | 1,379.00 | 1,732.00 |
| 00906 | 294.00 | 1,149.00 | 1,443.00 |
| 01004 | 119.00 | 1,379.00 | 1,498.00 |
| 02015 | 20.00 | 78.00 | 98.00 |
| 02016 | 18.00 | 72.00 | 90.00 |
| 02017 | 18.00 | 72.00 | 90.00 |
| 02018 | 18.00 | 72.00 | 90.00 |
| 02019 | 18.00 | 72.00 | 90.00 |
| 02020 | 18.00 | 72.00 | 90.00 |
| 02021 | 18.00 | 72.00 | 90.00 |
| 02022 | 18.00 | 72.00 | 90.00 |
| 02025 | 24.00 | 93.00 | 117.00 |
| Totals | 13,745.15 | 53,976.00 | 67,721.15 |

Outstanding Creditors Nil

Unallocated Advance Payments Nil

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate: \$13,940.82

Summary of Significant Accounting Policies

COMMUNITY CORP.28367 INC
33 Warwick Street WALKERVILLE SA 5081
1 July 2023 to 30 June 2024
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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 28367 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 28367 INC, which comprises the Statements of Assets and Liabilities as at 30 June 2024 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 28367 INC as at 30 June 2024, 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 28367 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 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 28367 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

A handwritten signature in black ink, appearing to read 'Clayton Lawrence', enclosed within a circular scribble.

Clayton Lawrence
Director

Eastwood, South Australia
26 July 2024



Strata and Community Title Services

23 September 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.28367 INC 33 Warwick Street, WALKERVILLE, SA, 5081.

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

Chris Nowicki
Body Corporate Manager

**Minutes of the Reconvened Annual General Meeting
COMMUNITY CORP.28367 INC.**

| | | | |
|-------------------------|---|-------------------------------|---------------------------|
| Meeting Date | 4 September 2024 | | |
| Meeting Location | The Boardroom 33 Warwick Street Walkerville SA, 5081 | | |
| Time | 12:30 PM | Closed: 01:36 PM | |
| Lots Represented | 00004 | D & M Moutos Pty Ltd | Paper vote |
| | 00006 | Semi-Controlled Chaos Pty Ltd | Owner present |
| | 00010 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 00011 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 00012 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 00013 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 00020 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 00026 | J I Thomas | Electronic vote |
| | 00107 | N M Vitharana (non-financial) | Electronic vote |
| | 00117 | K Nigel & L J Kirkland | Paper vote |
| | 00120 | P R Brown | Electronic vote |
| | 00124 | K L Molloy | Electronic vote |
| | 00131 | M J Robertson | Electronic vote |
| | 00206 | G Caruso | Electronic vote |
| | 00207 | D A McCann | Owner present |
| | 00211 | C A Sargent & E Coppola | Paper vote |
| | 00212 | Warwick Studio Pty Ltd | Electronic vote |
| | 00221 | I R Day | Electronic vote |
| | 00226 | E J Hughes | Owner present |
| | 00230 | J R Hughes | Electronic vote |
| | 00232 | Bancroft Custodian Pty Ltd | Electronic vote |
| | 00234 | J M Goode | Owner present (pre-voted) |
| | 00309 | P & K Staniford | Electronic vote |
| | 00311 | G & S Laycock | Electronic vote |
| | 00329 | M R Szumski | Electronic vote |
| | 00405 | J C Vidgeon | Electronic vote |
| | 00410 | A I Andreeva | Electronic vote |
| | 00412 | J I Thomas | Electronic vote |
| | 00413 | P & J O Brien Pty Ltd | Electronic vote |
| | 00430 | J. Matusek & L. Kravarik | Electronic vote |
| | 00507 | A Longo & A Iadanza | Electronic vote |

| | | | |
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| | 00510 | J I Thomas | Electronic vote |
| | 00512 | C J H & A E Minion | Electronic vote |
| | 00514 | P J Dunstone | Electronic vote |
| | 00518 | K & A Williams | Electronic vote |
| | 00523 | R A Boucher | Owner present |
| | 00627 | G M Thiel | Electronic vote |
| | 00715 | J E & J Nash | Electronic vote |
| | 00720 | C B Kenny | Electronic vote |
| | 00801 | K K & A J McNamara | Electronic vote |
| | 00804 | J J R Gonzalez & M Taylor | Owner present |
| | 00811 | S G & L K Van Niekerk | Electronic vote |
| | 00826 | G Wright & Sandra Low | Electronic vote |
| | 00827 | Milsom-Schaefer Pty Ltd | Electronic vote |
| | 00901 | A H Botha | Electronic vote |
| | 00902 | Y N Lowe | Owner present |
| | 00903 | P Lowe & C Eu | Owner present |
| | 00911 | G A Webster | Owner present |
| | 01004 | D Kerr | Electronic vote |
| | 01006 | B Phan | Electronic vote |
| | 02015 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02016 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02017 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02018 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02019 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02020 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02021 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02022 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 02030 | D & M Moutos Pty Ltd | Paper vote |
| | 02031 | D & M Moutos Pty Ltd | Paper vote |
| | 02044 | Bancroft Custodian Pty Ltd | Electronic vote |
| | 02045 | J M Goode | Owner present (pre-voted) |
| Chairperson | G A Webster presided over the meeting. It was agreed that Chris Nowicki, Body Corporate Manager, would assist by conducting the meeting. | | |
| Additional Attendees | C Nowicki and A Daly representing Whittles Management Services Pty Ltd | | |
| Quorum | Those present were advised that a quorum was achieved. | | |

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| 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. | | |

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| Motion 2 | | |
| Acceptance of Minutes | Ordinary Resolution | |
| It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Reconvened Annual General Meeting held on 12 SEP 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. | | |
| Motion CARRIED. | | |

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| Motion 3 | | |
| Acceptance of Statement of Accounts | Ordinary Resolution | |
| It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the audited Statement of Accounts for the financial year ending 30 JUN 2024, which have been circulated to all members, is accepted. | | |
| Motion CARRIED. | | |

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| Notes | | |
| It was confirmed that the cleaning staff are available – Monday – Friday 8am - 9pm and Saturday and Sunday 9am – 4pm. | | |
| It was raised that the bins, especially during the summer months are often full-on Sunday. | | |
| The Hotel advised they will pass this feedback onto their staff and discuss the possibility of adding additional bin change provided bins are available. | | |
| Cardboard recycling has previously been trialled on certain levels; however, the outcome of this trial is that most recyclable materials were placed in general waste. | | |
| This matter is to be referred to the Management Committee for investigation. | | |
| Owners requested confirmation of the months carpet cleaning was scheduled to be undertaken. | | |
| <ul style="list-style-type: none"> • <i>Subsequent to the meeting - it was confirmed carpet cleaning is scheduled for approximately June and December.</i> | | |
| Owners requested confirmation of the new pool salt chlorinators warranty. | | |
| <ul style="list-style-type: none"> • <i>Subsequent to the meeting - it was confirmed the warranty of the salt chlorinator is 3 years.</i> | | |

| Item 4 | | |
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| Presiding Officers Report | | |
| <p>The past year has been a more rewarding year for the Strata Corporation with the claim against the developer having been put behind us allowing for planning to commence on the rectification works.</p> <p>Owners will shortly see a great deal of activity with trades undertaking some long outstanding works.</p> <p>Thanks to the committee along with our managing agents, our maintenance staff and the hotel staff who have worked tirelessly to maintain this prestigious property in a condition that preserves our investment.</p> <p>Please consider this and the good reasons for adhering to our bylaws that seek to enable living here a joy for all.</p> <p>My thanks also go to my predecessor Russell McMahon for his positive energy as our past Presiding Officer.</p> <p>Graham Webster July 2024.</p> | | |

| Item 5 | | |
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| Facilities Management Report | | |
| <p>Facilities Management Report was tabled at the meeting.</p> | | |

| Motion 6 | | |
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| Appointment of Manager | Ordinary Resolution | |
| <p>It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>:</p> <ul style="list-style-type: none"> 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 JUL 2024 to 30 JUN 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. <p>The Services Agreement is available for viewing at whittles.com.au through your owner portal.</p> | | |
| Motion CARRIED. | | |

Election of Office Bearers and Committee

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

Limitations Imposed

The Body Corporate Manager advises 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.

Election of Presiding Officer

Lot 911 - G A Webster has been elected unopposed as Presiding Officer.

Election of Secretary

Lot 50 - L Van Gogh has been elected unopposed as Secretary.

Election of Treasurer

Lot 6 - D Kayser has been elected unopposed as Treasurer.

Election of Ordinary Member/s

Lot 523 - R Boucher, Lot 509 - D Spyrou, Lot 50 - S De Jong, Lot 901 - H Botha, Lot 902 - P Lowe, Lot 801 - A McNamara, Lot 50 - B Quagliarella, Lot 50 - B Reynolds, B Savage, have been elected to the committee.

Item 8

Accredited Contractors (Advice)

To ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, 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.

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| Item 9 | | |
| Annual Compliance Register (Advice) | | |
| <p>The <i>Work Health and Safety Act 2012</i>, 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.</p> <p>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.</p> | | |
| Notes | | |
| <p>Watson expenditure - how much can the committee spend, and that amount should be considered for increased based on today's prices.</p> <p>This will be referred to the committee for further discussion.</p> | | |

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| Item 10 | | |
| Primary Duty of Care / Common Property / Safety Report | | |
| <p>The Corporation Facilities Manager conducts regular inspections of the common property and reports any potential hazards to the Body Corporate Manager.</p> | | |

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| Item 11 | | |
| Current Insurance Details (Advice) | | |
| <p>A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.</p> | | |

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| Item 12 | | |
| Insurance Valuation (Advice) | | |
| <p>A comprehensive professional valuation for insurance purposes performed in 07/22 recommended insurance cover of \$136,723,700 and is available for viewing at whittles.com.au through your owner portal.</p> | | |

Motion 13

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 \$136,723,700 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 lot, 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.

Commercial Insurance

Insurance of all stock, display fittings, machinery breakdown, loss of rent, business interruption and fidelity insurance, and all internal partitioning erected since the completion of the original building is the lot owner's or trader's responsibility.

Members of the Body Corporate are reminded that it is their legal responsibility to advise the Body Corporate Manager of any change in use of occupancy of their respective lot, and that the Body Corporate's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

The Body Corporate's Certificate of Currency/Insurance is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.

The Corporation requested a quote from an alternate broker for consideration.

Owners questioned if floating floors were included in the cover.

- *Subsequent to the Meeting, the manager has confirmed there is cover for floating floors in the policy.*

Item 14

General Business

Balcony Flooring

It was raised that the balcony floors are unsightly.

Owners were reminded that the balcony floors have weight restrictions.

It was suggested that the balconies could be painted, and it was agreed to refer to the Management Committee for further consideration.

Carpark Solar System and EV Charging

The Body Corporate Manager noted an owner had plugged their electric vehicle into a common area power outlet.

Noting common area power outlets are for maintenance use only and cannot be exclusively used by owners or residents.

As EV becomes more popular, the Management Committee are looking into suitable options for the building that also take into consideration any safety concerns.

The Management Committee have contacted RAA who have identified a car park in the undercroft that may be suitable for an EV charger with a cost of approximately \$17,000.

The Management Committee also contacted the Walkerville Council who had not currently considering installing EV in the area.

An option discussed by the Council and RAA was to install an EV charger in the last car park outside (in the apex area) which could be used by the general public.

As the road would need to be excavated to install, the Council advised this was not in their current budget but could be in the future.

This matter is to be referred to the Management Committee for further investigation.

Solar

The Management Committee have been looking into the installation of solar canopies over the external car parks which could assist in offsetting the common area electricity costs.

Similar structures as in place at Castle Plaza shopping centre. Preliminary information has been received by a contractor.

Concern was raised in relation to cleaning and potential glare from the panels to the apartments above.

The Management Committee have also spoken to the owner of the land across the road in relation to using the land for parking and possible solar, however the lease proposed was too large.

This matter is to be referred to the Management Committee for further investigation.

Lot 230 - Noise Curfew

The Body Corporate Manager read an e-mail received from Lot 230 in relation to a noise curfew.

It was agreed that noise is a concern. Any issues with excessive noise are of a civil matter and can be reported to the police.

This matter is to be referred to the Management Committee for further discussion.

Noise from the Pool Area

It was noted that at times, noise from the pool area can be excessive along with behaviours witnessed such as smoking, vaping etc.

Concern was also raised as to how some people are accessing the area, i.e. through the car park.

Owners are reminded to notify the Hotel Reception when incidents occur to ensure immediate action is taken.

This matter is to be referred to the Management Committee for further investigation into restricting the access to the pool deck.

Roof Waterproofing

Work is progressing with the rainwater tanks will be lifted and waterproofed shortly.

J Goode noted he is still experiencing leaking in his apartment.

The Body Corporate Manager was instructed to organise a contractor to investigate.

Junk & Rubbish Stored

B Andres completed an audit of the carpark in relation to items being loosely stored.

The Body Corporate Manager then wrote to all owners requesting items be placed in their approved storage cage or removed.

Items thrown from balconies

It was noted an owner has experienced various items falling onto the balcony from a balcony above e.g. children's toys, cigarette butts.

The Body Corporate Manager was instructed write to owners reminding them of their responsibility and liability if items drop/fall from their balcony.

Hotel Trolleys

It was raised that whilst the cleaning staff are careful when using the hotel trolleys, some damage had occurred to her door frame.

It was suggested that smaller, lighter trolleys be used.

The hotel advised they will look into this and also reducing the weight of the current trolleys to make them easier to move and keep in control of.

Owners were reminded to notify the Hotel Reception when incidents occur to ensure immediate action is taken to remedy the damage and also check CCTV.

Viewing Space and Outdoor Deck

There was discussion that the viewing deck area could be upgraded and used as a relaxation area, book sharing library and have calming music etc.

Another suggestion was communal vegie beds. It was suggested owners e-mail ideas to the Body Corporate Manager.

This matter is to be referred to the Management Committee for consideration.

| Motion 15 | | |
|---|----------------------------|--|
| Administrative Fund Budget | Ordinary Resolution | |
| <p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$300,000.00 for the financial year ending 30 JUN 2025.</p> <p>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 during the year.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p> | | |
| Motion CARRIED. | | |

| Motion 16 | | |
|---|----------------------------|--|
| Sinking Fund Budget | Ordinary Resolution | |
| <p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$72,500.00 for the financial year ending 30 JUN 2025.</p> <p>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 during the year.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p> | | |
| Motion CARRIED. | | |

| Motion 17 | | |
|--|----------------------------|--|
| Insufficient Funds Special Levy Authority | Ordinary Resolution | |
| <p>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 Presiding Officer, 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 \$135,000.00.</p> <p>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.</p> | | |
| Motion CARRIED. | | |

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| Motion 18 | | |
| Audit of Annual Financial Statement | Ordinary Resolution | |
| <p>It was resolved that in accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i>, 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 \$2,250.00.</p> | | |
| Motion CARRIED. | | |

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| Motion 19 | | |
| Interest Charged on Overdue Contributions/Levies | Ordinary Resolution | |
| <p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, 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 0 days of the due date.</p> <p>The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p> | | |
| Motion CARRIED. | | |

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| Motion 20 | | |
| Recovery of Overdue Contributions/Levies | Ordinary Resolution | |
| <p>It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, 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.28367 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>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.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 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. | | |

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| Item 21 | | |
| Next Meeting & Closure | | |
| The next Annual General Meeting to be held on a date and time to be determined. | | |

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.

PROPOSED BUDGET

COMMUNITY CORP.28367 INC
33 WARWICK STREET, WALKERVILLE

Year ending June 2025

ADMINISTRATION FUND

| | Jul-Sept 24 | Oct-Dec 24 | Jan-Mar 25 | Apr-Jun 25 | Annual Total |
|---|-------------------|-------------------|-------------------|-------------------|-----------------------|
| INCOME | | | | | |
| Contributions | 283,000.00 | 300,000.00 | 300,000.00 | 300,000.00 | \$1,183,000.00 |
| Arrears | 104,802.70 | 0.00 | 0.00 | 0.00 | \$104,802.70 |
| Advances | -49,069.09 | -0.00 | -0.00 | -0.00 | -\$49,069.09 |
| Total | 338,733.61 | 300,000.00 | 300,000.00 | 300,000.00 | \$1,238,733.61 |
| EXPENDITURE | | | | | |
| Air conditioning - Maintenance | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | \$12,000.00 |
| Air conditioning - Repairs | 875.00 | 875.00 | 875.00 | 875.00 | \$3,500.00 |
| Auditor fee | 2,250.00 | 0.00 | 0.00 | 0.00 | \$2,250.00 |
| Cleaning | 36,000.00 | 36,000.00 | 36,000.00 | 36,000.00 | \$144,000.00 |
| Cleaning - Bin washing | 1,620.00 | 1,620.00 | 1,620.00 | 1,620.00 | \$6,480.00 |
| Cleaning - Windows | 3,981.25 | 3,981.25 | 3,981.25 | 3,981.25 | \$15,925.00 |
| Common property | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Electrical | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | \$12,000.00 |
| Facility Management Funds | 49,498.97 | 49,498.97 | 49,498.97 | 49,498.97 | \$197,995.88 |
| Fire systems - Additional services | 650.00 | 650.00 | 650.00 | 650.00 | \$2,600.00 |
| Fire systems - Monitoring | 1,086.00 | 0.00 | 0.00 | 0.00 | \$1,086.00 |
| Fire systems - Repairs | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Fire systems - Services | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Floor coverings - Carpet cleaning | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | \$12,000.00 |
| Grounds | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | \$10,000.00 |
| Health Club / Gym - Maintenance | 250.00 | 250.00 | 250.00 | 250.00 | \$1,000.00 |
| Indoor plant rental | 357.15 | 357.15 | 357.15 | 357.15 | \$1,428.60 |
| Insurance - Renewal | 0.00 | 135,000.00 | 0.00 | 0.00 | \$135,000.00 |
| Legal fees | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | \$10,000.00 |
| Lift - Service contract | 7,625.00 | 7,625.00 | 7,625.00 | 7,625.00 | \$30,500.00 |
| Management - Additional services fee | 1,125.00 | 1,125.00 | 1,125.00 | 1,125.00 | \$4,500.00 |
| Management - Agreed Services | 15,162.00 | 15,162.00 | 15,162.00 | 15,162.00 | \$60,648.00 |
| Management - Asset Maintenance Services | 1,452.28 | 1,452.28 | 1,452.28 | 1,452.28 | \$5,809.12 |
| Management - Disbursement Fees | 4,250.00 | 4,250.00 | 4,250.00 | 4,250.00 | \$17,000.00 |
| Pest control | 2,175.00 | 2,175.00 | 2,175.00 | 2,175.00 | \$8,700.00 |
| Plumbing | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Pool/Spa | 5,500.00 | 5,500.00 | 5,500.00 | 5,500.00 | \$22,000.00 |
| Pool/Spa - Cleaning | 2,125.00 | 2,125.00 | 2,125.00 | 2,125.00 | \$8,500.00 |
| Public Officer Fee | 37.50 | 37.50 | 37.50 | 37.50 | \$150.00 |
| Rubbish - Removal | 17,500.00 | 17,500.00 | 17,500.00 | 17,500.00 | \$70,000.00 |
| Security - Maintenance | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | \$8,000.00 |
| Security - Monitoring | 500.00 | 500.00 | 500.00 | 500.00 | \$2,000.00 |
| Security - Patrols | 33,000.00 | 33,000.00 | 33,000.00 | 33,000.00 | \$132,000.00 |
| Taxation - Accountants fee | 250.00 | 0.00 | 0.00 | 0.00 | \$250.00 |
| Taxation - BAS Return | 250.00 | 250.00 | 250.00 | 250.00 | \$1,000.00 |
| Taxation - PAYG Income Tax Instalment | 4,500.00 | 0.00 | 0.00 | 0.00 | \$4,500.00 |
| Taxation - Payment | 2,367.10 | 0.00 | 0.00 | 0.00 | \$2,367.10 |
| Technology and System Fees | 1,136.00 | 1,136.00 | 1,136.00 | 1,136.00 | \$4,544.00 |
| Telephone | 380.00 | 380.00 | 380.00 | 380.00 | \$1,520.00 |
| Utilities - Electricity | 45,000.00 | 45,000.00 | 45,000.00 | 45,000.00 | \$180,000.00 |
| Utilities - Gas | 20,000.00 | 20,000.00 | 20,000.00 | 20,000.00 | \$80,000.00 |
| Utilities - Water | 13,750.00 | 13,750.00 | 13,750.00 | 13,750.00 | \$55,000.00 |
| Total | 310,653.25 | 435,200.15 | 300,200.15 | 300,200.15 | \$1,346,253.70 |

SINKING FUND

| | Jul-Sept 24 | Oct-Dec 24 | Jan-Mar 25 | Apr-Jun 25 | Annual Total |
|--------------------------|------------------|------------------|------------------|------------------|---------------------|
| INCOME | | | | | |
| Contributions | 72,500.00 | 72,500.00 | 72,500.00 | 72,500.00 | \$290,000.00 |
| Arrears | 16,554.02 | 0.00 | 0.00 | 0.00 | \$16,554.02 |
| Advances | -12,495.59 | -0.00 | -0.00 | -0.00 | -\$12,495.59 |
| Total | 76,558.43 | 72,500.00 | 72,500.00 | 72,500.00 | \$294,058.43 |
| EXPENDITURE | | | | | |
| Common property | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Electrical | 1,250.00 | 1,250.00 | 1,250.00 | 1,250.00 | \$5,000.00 |
| Fire systems - Repairs | 7,500.00 | 7,500.00 | 7,500.00 | 7,500.00 | \$30,000.00 |
| Plumbing | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | \$8,000.00 |
| Structural reinstatement | 50,000.00 | 50,000.00 | 50,000.00 | 50,000.00 | \$200,000.00 |
| Total | 65,750.00 | 65,750.00 | 65,750.00 | 65,750.00 | \$263,000.00 |

CASH FLOW SUMMARY

| | Jul-Sept 24 | Oct-Dec 24 | Jan-Mar 25 | Apr-Jun 25 | Annual Total |
|-----------------------------------|--------------|--------------|--------------|--------------|----------------|
| <u>ADMINISTRATION FUND</u> | | | | | |
| Opening Balance | 158,055.78 | 186,136.14 | 50,935.99 | 50,735.84 | \$158,055.78 |
| Add: Contributions | 283,000.00 | 300,000.00 | 300,000.00 | 300,000.00 | \$1,183,000.00 |
| Add: Arrears | 104,802.70 | 0.00 | 0.00 | 0.00 | \$104,802.70 |
| Minus: Advances | 49,069.09 | 0.00 | 0.00 | 0.00 | \$49,069.09 |
| Minus: Expenditures | 310,653.25 | 435,200.15 | 300,200.15 | 300,200.15 | \$1,346,253.70 |
| CLOSING BALANCE | 186,136.14 | 50,935.99 | 50,735.84 | 50,535.69 | \$50,535.69 |
| <u>SINKING FUND</u> | | | | | |
| Opening Balance | 1,538,925.92 | 1,549,734.35 | 1,556,484.35 | 1,563,234.35 | \$1,538,925.92 |
| Add: Contributions | 72,500.00 | 72,500.00 | 72,500.00 | 72,500.00 | \$290,000.00 |
| Add: Arrears | 16,554.02 | 0.00 | 0.00 | 0.00 | \$16,554.02 |
| Minus: Advances | 12,495.59 | 0.00 | 0.00 | 0.00 | \$12,495.59 |
| Minus: Expenditures | 65,750.00 | 65,750.00 | 65,750.00 | 65,750.00 | \$263,000.00 |
| CLOSING BALANCE | 1,549,734.35 | 1,556,484.35 | 1,563,234.35 | 1,569,984.35 | \$1,569,984.35 |

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 100000
 Number of Lots 355

| Lot Number | LEV | ADMIN Fund | ADMIN Fund (incl. GST) | LEV | SINKING Fund | SINKING Fund (incl. GST) |
|--|-----|------------|------------------------|-----|--------------|--------------------------|
| 47, 48 | 2 | 6.00 | \$7 | 2 | 1.45 | \$2 |
| 37, 38, 41, 42, 43, 44, 45, 46 | 3 | 9.00 | \$10 | 3 | 2.17 | \$2 |
| 36 | 4 | 12.00 | \$13 | 4 | 2.90 | \$3 |
| 40, 54 | 6 | 18.00 | \$20 | 6 | 4.35 | \$5 |
| 39 | 7 | 21.00 | \$23 | 7 | 5.07 | \$6 |
| 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2046, 2047 | 23 | 69.00 | \$76 | 23 | 16.67 | \$18 |
| 2015 | 25 | 75.00 | \$83 | 25 | 18.12 | \$20 |
| 2029, 2030, 2031, 2032 | 27 | 81.00 | \$89 | 27 | 19.57 | \$22 |
| 2025, 2043, 2044, 2045 | 30 | 90.00 | \$99 | 30 | 21.75 | \$24 |
| 2026, 2027, 2028, 2048 | 35 | 105.00 | \$116 | 35 | 25.37 | \$28 |
| 53 | 42 | 126.00 | \$139 | 42 | 30.45 | \$33 |
| 61 | 55 | 165.00 | \$182 | 55 | 39.87 | \$44 |
| 60 | 92 | 276.00 | \$304 | 92 | 66.70 | \$73 |
| 18 | 100 | 300.00 | \$330 | 100 | 72.50 | \$80 |
| 58 | 111 | 333.00 | \$366 | 111 | 80.47 | \$89 |
| 17, 30, 31 | 150 | 449.99 | \$495 | 150 | 108.75 | \$120 |
| 27, 28 | 156 | 468.00 | \$515 | 156 | 113.10 | \$124 |
| 9, 62 | 157 | 471.00 | \$518 | 157 | 113.82 | \$125 |
| 10 | 180 | 540.00 | \$594 | 180 | 130.49 | \$144 |
| 12, 13 | 185 | 555.00 | \$611 | 185 | 134.12 | \$148 |
| 25, 26 | 192 | 576.00 | \$634 | 192 | 139.20 | \$153 |
| 19, 32 | 196 | 588.00 | \$647 | 196 | 142.09 | \$156 |
| 7, 8, 11, 22, 23, 24 | 197 | 591.00 | \$650 | 197 | 142.82 | \$157 |
| 20 | 199 | 597.00 | \$657 | 199 | 144.27 | \$159 |
| 14, 15, 16 | 215 | 645.00 | \$710 | 215 | 155.87 | \$171 |
| 33, 34 | 219 | 657.00 | \$723 | 219 | 158.77 | \$175 |
| 221 | 222 | 666.00 | \$733 | 222 | 160.95 | \$177 |
| 321 | 231 | 693.00 | \$762 | 231 | 167.47 | \$184 |
| 208, 421 | 235 | 705.00 | \$776 | 235 | 170.37 | \$187 |
| 222, 223, 224 | 240 | 720.00 | \$792 | 240 | 174.00 | \$191 |
| 113, 127, 128, 210, 227, 228, 308, 322, 324, 327, 328 | 245 | 735.00 | \$809 | 245 | 177.62 | \$195 |
| 209, 211, 310, 323, 408, 422, 424 | 249 | 747.00 | \$822 | 249 | 180.52 | \$199 |
| 108, 121, 220, 409, 423, 518, 618 | 254 | 762.00 | \$838 | 254 | 184.15 | \$203 |
| 427, 428 | 256 | 768.00 | \$845 | 256 | 185.60 | \$204 |
| 122, 320, 410, 411, 512, 612, 712, 718, 812 | 259 | 777.00 | \$855 | 259 | 187.77 | \$207 |
| 110 | 260 | 780.00 | \$858 | 260 | 188.50 | \$207 |
| 104, 105, 109, 111, 120, 123, 124, 204, 205, 309, 311, 420, 818 | 263 | 789.00 | \$868 | 263 | 190.67 | \$210 |
| 1 | 268 | 804.00 | \$884 | 268 | 194.30 | \$214 |
| 2, 3, 4, 5 | 272 | 816.00 | \$898 | 272 | 197.20 | \$217 |
| 6, 304, 305 | 277 | 831.00 | \$914 | 277 | 200.82 | \$221 |
| 112, 212, 404, 405 | 282 | 846.00 | \$931 | 282 | 204.45 | \$225 |
| 312 | 286 | 858.00 | \$944 | 286 | 207.35 | \$228 |
| 21 | 287 | 861.00 | \$947 | 287 | 208.07 | \$229 |
| 35, 412 | 291 | 873.00 | \$960 | 291 | 210.97 | \$232 |
| 510, 610 | 296 | 888.00 | \$977 | 296 | 214.60 | \$236 |
| 710 | 300 | 899.99 | \$990 | 300 | 217.50 | \$239 |
| 810 | 305 | 915.00 | \$1,007 | 305 | 221.12 | \$243 |
| 219 | 323 | 969.00 | \$1,066 | 323 | 234.17 | \$258 |
| 234 | 325 | 975.00 | \$1,073 | 325 | 235.62 | \$259 |
| 213, 314 | 328 | 984.00 | \$1,082 | 328 | 237.79 | \$262 |
| 125, 214, 215, 216, 218, 225, 313, 319, 325, 414 | 332 | 995.99 | \$1,096 | 332 | 240.70 | \$265 |
| 233 | 336 | 1,008.00 | \$1,109 | 336 | 243.60 | \$268 |

| | | | | | | |
|---|------|---------------------|----------------------------|------|--------------------|---------------------------|
| 315, 316, 318, 413, 419, 425, 507, 607, 707, 807 | 337 | 1,011.00 | \$1,112 | 337 | 244.32 | \$269 |
| 415, 416, 418, 511, 611 | 342 | 1,026.00 | \$1,129 | 342 | 247.95 | \$273 |
| 126, 129, 130, 131, 226, 229, 230, 231, 326, 329, 330, 331, 513, 517, 519, 521, 613, 617, 619, 621, 711, 713, 717, 719, 721, 813, 817, 819, 821 | 346 | 1,038.00 | \$1,142 | 346 | 250.85 | \$276 |
| 101, 114, 115, 116, 119, 201, 426, 429, 430, 431, 508, 516, 520, 608, 616, 620, 708, 716, 720, 808, 811, 816, 820 | 351 | 1,053.00 | \$1,158 | 351 | 254.47 | \$280 |
| 232 | 355 | 1,065.00 | \$1,172 | 355 | 257.37 | \$283 |
| 29, 118, 509, 523, 524, 525, 526, 609, 623, 624, 625, 626, 709, 809 | 356 | 1,068.00 | \$1,175 | 356 | 258.10 | \$284 |
| 102, 103, 106, 107, 202, 203, 206, 207, 301, 401, 723, 724, 725, 726, 823, 824, 825, 826 | 360 | 1,080.00 | \$1,188 | 360 | 260.99 | \$287 |
| 307 | 365 | 1,095.00 | \$1,205 | 365 | 264.62 | \$291 |
| 302, 303, 306, 906, 1101 | 369 | 1,107.00 | \$1,218 | 369 | 267.52 | \$294 |
| 402, 403, 502, 503, 504, 505, 602, 603, 604, 605 | 374 | 1,122.00 | \$1,234 | 374 | 271.15 | \$298 |
| 702, 703, 704, 705 | 379 | 1,137.00 | \$1,251 | 379 | 274.77 | \$302 |
| 802, 803, 804, 805 | 388 | 1,164.00 | \$1,281 | 388 | 281.30 | \$309 |
| 50 | 402 | 1,206.00 | \$1,327 | 402 | 291.45 | \$321 |
| 217 | 416 | 1,248.00 | \$1,373 | 416 | 301.60 | \$332 |
| 317 | 420 | 1,260.00 | \$1,386 | 420 | 304.50 | \$335 |
| 417 | 425 | 1,275.00 | \$1,403 | 425 | 308.12 | \$339 |
| 117, 514, 515, 522, 614, 615, 622, 714, 715, 722, 814, 815, 822, 1003, 1005 | 434 | 1,302.00 | \$1,432 | 434 | 314.65 | \$346 |
| 501, 601 | 441 | 1,323.00 | \$1,455 | 441 | 319.72 | \$352 |
| 506, 527, 606, 627, 727, 827, 1004 | 443 | 1,329.00 | \$1,462 | 443 | 321.17 | \$353 |
| 701 | 448 | 1,344.00 | \$1,479 | 448 | 324.80 | \$357 |
| 706, 801 | 452 | 1,356.00 | \$1,492 | 452 | 327.70 | \$361 |
| 806, 909 | 457 | 1,371.00 | \$1,508 | 457 | 331.32 | \$364 |
| 902 | 471 | 1,413.00 | \$1,554 | 471 | 341.47 | \$376 |
| 905 | 517 | 1,551.00 | \$1,706 | 517 | 374.82 | \$412 |
| 1002 | 522 | 1,566.00 | \$1,723 | 522 | 378.45 | \$416 |
| 406 | 683 | 2,049.00 | \$2,254 | 683 | 495.17 | \$545 |
| 907, 908, 910, 1001, 1006 | 693 | 2,079.00 | \$2,287 | 693 | 502.42 | \$553 |
| 903 | 776 | 2,328.00 | \$2,561 | 776 | 562.60 | \$619 |
| 912 | 780 | 2,340.00 | \$2,574 | 780 | 565.50 | \$622 |
| 911 | 1062 | 3,186.00 | \$3,505 | 1062 | 769.95 | \$847 |
| 901 | 1755 | 5,265.00 | \$5,792 | 1755 | 1,272.37 | \$1,400 |
| QUARTERLY TOTAL | | \$299,999.86 | <u>\$330,039.00</u> | | \$72,498.83 | <u>\$79,748.00</u> |

**Minutes of the Annual General Meeting
COMMUNITY CORP.28367 INC**

| | | | |
|-------------------------|---|--|-----------------|
| Meeting Date | 12 September 2023 | | |
| Meeting Location | The Boardroom, 33 Warwick Street, WALKERVILLE, SA, 5081 | | |
| Time | 12:00 PM | Closed: 12:55 PM | |
| Lots Represented | 4 | D & M Moutos Pty Ltd | Paper vote |
| | 6 | Semi-Controlled Chaos Pty Ltd repd by D Kayser | Owner present |
| | 10 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 11 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 12 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 13 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 20 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 22 | Ian Davey Andrew Rae Correction Lots 21,22,23,24,25 | Electronic vote |
| | 23 | Ian Davey Andrew Rae Correction Lots 21,22,23,24,25 | Electronic vote |
| | 24 | Ian Davey Andrew Rae Correction Lots 21,22,23,24,25 | Electronic vote |
| | 25 | Ian Davey Andrew Rae Correction Lots 21,22,23,24,25 | Electronic vote |
| | 36 | AS Hotel Group Pty Ltd rep'd S De Jong, B Quagliarella | Owner present |
| | 39 | AS Hotel Group Pty Ltd rep'd S De Jong, B Quagliarella | Owner present |
| | 40 | AS Hotel Group Pty Ltd rep'd S De Jong, B Quagliarella | Owner present |
| | 50 | AS Hotel Group Pty Ltd rep'd S De Jong, B Quagliarella | Owner present |
| | 60 | AS Hotel Group Pty Ltd rep'd S De Jong, B Quagliarella | Owner present |
| | 104 | J E Donaldson | Electronic vote |
| | 117 | K Nigel & L J Kirkland | Electronic vote |
| | 118 | Andrew Simons | Electronic vote |
| | 119 | J A & R E Walsh | Electronic vote |
| | 120 | Mr P R Brown | Electronic vote |
| | 124 | Mrs K L Molloy | Electronic vote |
| | 131 | Michael Robertson | Electronic vote |

| | | |
|------|---|---------------------------|
| 202 | X Ni | Electronic vote |
| 206 | G Caruso | Electronic vote |
| 212 | Ms A M Keam | Paper vote |
| 213 | A I Petrova | Electronic vote |
| 215 | Mr M P Hutchinson | Electronic vote |
| 216 | Rupa & Sumendra Borrowing Co Pty Ltd | Electronic vote |
| 221 | I R Day | Electronic vote |
| 230 | J R Hughes | Owner present |
| 234 | Mr J M Goode | Owner present (pre-voted) |
| 304 | J E Donaldson | Electronic vote |
| 309 | Mr P & Mrs K Staniford | Electronic vote |
| 322 | A R & S L Weaver | Electronic vote |
| 401 | A M Eaton | Electronic vote |
| 413 | P & J O Brien Pty Ltd | Electronic vote |
| 415 | Malcolm G Hewson | Electronic vote |
| 425 | Edwin Wong | Electronic vote |
| 426 | Charles William McDonald | Electronic vote |
| 430 | J. Matusek & L. Kravarik | Electronic vote |
| 501 | Mrs S H Jackson | Owner present |
| 509 | Mr D Spyrou | Owner present |
| 512 | C J H & A E Minion | Electronic vote |
| 514 | Peter Dunstone | Electronic vote |
| 517 | Selena Lucivero | Electronic vote |
| 518 | Kym Williams | Electronic vote |
| 520 | Mr R M McMahon | Owner present |
| 521 | Qi Qin | Electronic vote |
| 523 | R A Boucher | Owner present |
| 603 | Deborah Anne Walsh | Electronic vote |
| 617 | P R & A L Kerr | Electronic vote |
| 623 | C J & L M Edgar | Electronic vote |
| 627 | Mr G M Thiel | Electronic vote |
| 705 | Ms S L Hobby | Electronic vote |
| 707 | Wendy Cheung | Electronic vote |
| 804 | Ms J J R Gonzalez & Mr M Tayler | Owner present |
| 820 | Ms M A Disciscio | Electronic vote |
| 902 | Y N Lowe | Owner present |
| 903 | Ms P Lowe | Owner present |
| 911 | Mr G A Webster | Owner present (pre-voted) |
| 1001 | D N Adamson & M A Measday | Electronic vote |
| 1004 | D Kerr | Electronic vote |

| | | | |
|-----------------------------|--|---------------------------|---------------------------|
| | 2015 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2016 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2017 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2018 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2019 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2020 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2021 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2022 | Beng Tan Holdings Pty Ltd | Electronic vote |
| | 2030 | D & M Moutos Pty Ltd | Paper vote |
| | 2031 | D & M Moutos Pty Ltd | Paper vote |
| | 2045 | Mr J M Goode | Owner present (pre-voted) |
| By Proxy | 33 | Mr L Hill & Ms M A Hill | Proxy Name: R McMahon |
| | 34 | Mr L Hill & Ms M A Hill | Proxy Name: R McMahon |
| | 35 | Mr L Hill & Ms M A Hill | Proxy Name: R McMahon |
| | 2014 | Mr L Hill & Ms M A Hill | Proxy Name: R McMahon |
| | 2024 | Mr L Hill & Ms M A Hill | Proxy Name: R McMahon |
| | 2047 | Mr L Hill & Ms M A Hill | Proxy Name: R McMahon |
| Chairperson | R McMahon | | |
| Additional Attendees | A Cronis representing Whittles Body Corporate Services | | |
| Apologies | D Mccann L Van Gogh | | |
| 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 | | |
| <p>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 Corporation's Agreement for disclosure of all its relevant interests.</p> | | |

| | | |
|--|----------------------------|--|
| Motion 2 | | |
| Acceptance of Minutes | Ordinary Resolution | |
| It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Reconvened Annual General Meeting held on 27 SEP 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. | | |
| Motion CARRIED. | | |

| | | |
|--|----------------------------|--|
| Motion 3 | | |
| Acceptance of Statement of Accounts | Ordinary Resolution | |
| It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the audited Statement of Accounts for the financial year ending 30 JUN 2023, which have been circulated to all members, is accepted. | | |
| Motion CARRIED. | | |

| | | |
|--|--|--|
| Item 4 | | |
| Presiding Officers Report | | |
| <p>The work of the Committee of the Corporation for 2022/23 including agendas and minutes is described and available for viewing at the Whittles Owners Portal at whittles.com.au, and your inspection and consideration is invited.</p> <p>The writer should reflect on the issues raised in last year's report, and advise that the budgetary issues outlined there have as presently indicated been met, such that the Committee has not seen fit to recommend increase in fees for this financial year. It should be noted that our electricity supply contracts are still being negotiated.</p> <p>Acting on the advice of our solicitors, the legal claim relating to defects pertaining to the developer of the building has been settled. The Committee extends its thanks to David Kayser and Alex Cronis for their patience in this process. A schedule of works pertaining to the defects is being compiled.</p> <p>Issues relating to the Northern lane in relation to Woolworths and also the garden/verge strip on Warwick St have achieved working outcomes.</p> <p>The Committee thanks Vince Tatarelli , who has now retired, for his valuable work in project and maintenance for the building. His role has now undertaken by Brian Andres who has adapted well to various needs of the position. The Committee also thanks Alex Cronis for his work in administration on behalf of the committee.</p> <p>The members noted the report as tabled and read.</p> | | |

Item 5**Facilities Management Report**

The members noted the report as tabled and read.

Motion 6**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 JUL 2023 to 30 JUN 2024 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.

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 advises 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.

Election of Presiding Officer

Mr R M McMahon has been elected unopposed as Presiding Officer.

Election of Secretary

Mr L Van Gogh has been elected unopposed as Secretary.

Election of Treasurer

Mr D Kayser has been elected unopposed as Treasurer.

Election of Ordinary Member

Mr H Botha, Ms R Boucher, Mr D Spyrou, Ms E Davis, Mr S De Jong, Mr G A Webster, Ms P Lowe, Mr B Quagliarella, Mr B Reynolds have been elected to the committee.

Item 8

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 9

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 10

Primary Duty of Care / Common Property / Safety Report

The Corporations Facilities Manager conducts regular inspections of the common property and reports any potential hazards to the Body Corporate Manager.

| Item 11 | | |
|--|--|--|
| 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. | | |

| Item 12 | | |
|--|--|--|
| Insurance Valuation (Advice) | | |
| A comprehensive professional valuation for insurance purposes was performed in July 2022 and recommended insurance cover of \$135,370,000. | | |
| The Insurance Valuation is available for viewing at whittles.com.au through your owner portal. | | |

| Motion 13 | | |
|--|----------------------------|--|
| Insurance Renewal | Ordinary Resolution | |
| <p>It was resolved that the Body Corporate Manager is to arrange quotes and renewal of the Body Corporate's insurance for a sum insured of \$135,370,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>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.</p> <p>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.</p> <p><u>Contents Insurance</u></p> <p>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.</p> | | |
| Motion CARRIED. | | |

| Motion 14 | | | | |
|--|---------------------------|-------|--------|--------|
| Approval to Install a Tap to the Courtyard - Lot 117 | Special Resolution | | | |
| <p>That the Body Corporate authorises the owner of Lot 117 to install a tap within the courtyard of that Lot in order to clean tiles and water plants and keep drains clear, subject to the following conditions,</p> <p>The installation is to be carried out by a qualified tradesperson 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 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;</p> <p>All costs associated with the installation/removal and maintenance of the tap will be borne by the Owner of that Lot and/or their successors.</p> | | | | |
| Motion CARRIED. | | | | |
| Votes | Yes: 79 | No: 0 | Abs: 1 | Inv: 0 |

| Item 15 | | |
|--|--|--|
| General Business | | |
| <p><u>Building Security</u> The members present discussed several upgrades to exterior lighting especially in alcoves that have been undertaken including new LED lighting. Members noted that people should be diligent to prevent access to common property especially through the air lock doors for people without access cards. It was noted that owners want to live in a secure environment. Members generally felt the security guards were of benefit to the Corporation however the Management Committee are to consider alternate hours during summer.</p> <p><u>Pool Heating - Lot 111</u> It was noted by the members present that there is solar heating currently installed to the pool. The owners noted that the pool is not designed to be a year around use pool. The Management Committee are currently sourcing on costs to install heating including the annual running and service costs which will be considered at the next Committee Meeting.</p> | | |

| Motion 16 | | |
|---|---------------------|--|
| Administrative Fund Budget | Ordinary Resolution | |
| <p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with annual contributions for the Corporation of \$1,320,000.00 for the financial year ending 30 JUN 2024.</p> <p>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.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p> | | |
| <p>Motion CARRIED.</p> | | |

| Motion 17 | | |
|---|---------------------|--|
| Sinking Fund Budget | Ordinary Resolution | |
| <p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with annual contributions for the Corporation of \$290,000.00 for the financial year ending 30 JUN 2024.</p> <p>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.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p> | | |
| <p>Motion CARRIED.</p> | | |

| Motion 18 | | |
|---|---------------------|--|
| Insufficient Funds Special Levy Authority | Ordinary Resolution | |
| <p>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 \$110,000.00.</p> <p>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.</p> | | |
| <p>Motion CARRIED.</p> | | |

| Motion 19 | | |
|--|----------------------------|--|
| Audit of Annual Financial Statement | Ordinary Resolution | |
| <p>It was resolved that In accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i>, the Body Corporate may elect 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 \$2,210.00.</p> | | |
| <p>Motion CARRIED.</p> | | |

| Motion 20 | | |
|---|----------------------------|--|
| Interest Charged on Overdue Contributions/Levies | Ordinary Resolution | |
| <p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, 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 0 days of the due date.</p> <p>The Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p> | | |
| <p>Motion CARRIED.</p> | | |

| Motion 21 | | |
|---|---------------------|--|
| Recovery of Overdue Contributions/Levies | Ordinary Resolution | |
| <p>It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, 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.28367 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>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.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none"> 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. | | |

| Item 22 | | |
|--|--|--|
| Next Meeting & Closure | | |
| The next meeting is to be held at a time and date TBC. | | |

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.28367 INC
33 WARWICK STREET, WALKERVILLE

Year ending June 2024

ADMINISTRATION FUND

| | Jul-Sept 23 | Oct-Dec 23 | Jan-Mar 24 | Apr-Jun 24 | Annual Total |
|---|-------------------|-------------------|-------------------|-------------------|------------------------------|
| INCOME | | | | | |
| Contributions | 283,000.00 | 283,000.00 | 283,000.00 | 283,000.00 | \$1,132,000.00 |
| Arrears | 93,499.87 | 0.00 | 0.00 | 0.00 | \$93,499.87 |
| Advances | -53,473.22 | -0.00 | -0.00 | -0.00 | <u>-\$53,473.22</u> |
| Total | 323,026.65 | 283,000.00 | 283,000.00 | 283,000.00 | <u>\$1,172,026.65</u> |
| EXPENDITURE | | | | | |
| Air conditioning - Maintenance | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | \$12,000.00 |
| Air conditioning - Repairs | 875.00 | 875.00 | 875.00 | 875.00 | \$3,500.00 |
| Auditor fee | 2,210.00 | 0.00 | 0.00 | 0.00 | \$2,210.00 |
| Cleaning | 36,000.00 | 36,000.00 | 36,000.00 | 36,000.00 | \$144,000.00 |
| Cleaning - Bin washing | 1,620.00 | 1,620.00 | 1,620.00 | 1,620.00 | \$6,480.00 |
| Cleaning - Windows | 3,981.25 | 3,981.25 | 3,981.25 | 3,981.25 | \$15,925.00 |
| Common property | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Electrical | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | \$12,000.00 |
| Facility Management Funds | 49,498.97 | 49,498.97 | 49,498.97 | 49,498.97 | \$197,995.88 |
| Fire systems - Additional services | 588.75 | 588.75 | 588.75 | 588.75 | \$2,355.00 |
| Fire systems - Monitoring | 1,037.00 | 0.00 | 0.00 | 0.00 | \$1,037.00 |
| Fire systems - Repairs | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | \$15,000.00 |
| Fire systems - Services | 3,750.00 | 3,750.00 | 3,750.00 | 3,750.00 | \$15,000.00 |
| Floor coverings - Carpet cleaning | 3,000.00 | 3,000.00 | 3,000.00 | 3,000.00 | \$12,000.00 |
| Grounds | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | \$10,000.00 |
| Health Club / Gym - Maintenance | 250.00 | 250.00 | 250.00 | 250.00 | \$1,000.00 |
| Indoor plant rental | 340.14 | 340.14 | 340.14 | 340.14 | \$1,360.56 |
| Insurance - Renewal | 0.00 | 125,000.00 | 0.00 | 0.00 | \$125,000.00 |
| Legal fees | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | \$10,000.00 |
| Lift - Registration | 1,532.00 | 0.00 | 0.00 | 0.00 | \$1,532.00 |
| Lift - Service contract | 7,625.00 | 7,625.00 | 7,625.00 | 7,625.00 | \$30,500.00 |
| Management - Additional services fee | 1,125.00 | 1,125.00 | 1,125.00 | 1,125.00 | \$4,500.00 |
| Management - Agreed Services | 14,440.00 | 14,440.00 | 14,440.00 | 14,440.00 | \$57,760.00 |
| Management - Asset Maintenance Services | 1,452.28 | 1,452.28 | 1,452.28 | 1,452.28 | \$5,809.12 |
| Management - Disbursement Fees | 4,250.00 | 4,250.00 | 4,250.00 | 4,250.00 | \$17,000.00 |
| Pest control | 2,175.00 | 2,175.00 | 2,175.00 | 2,175.00 | \$8,700.00 |
| Plumbing | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Pool/Spa | 4,500.00 | 4,500.00 | 4,500.00 | 4,500.00 | \$18,000.00 |
| Pool/Spa - Cleaning | 1,612.50 | 1,612.50 | 1,612.50 | 1,612.50 | \$6,450.00 |
| Public Officer Fee | 37.50 | 37.50 | 37.50 | 37.50 | \$150.00 |
| Rubbish - Removal | 17,500.00 | 17,500.00 | 17,500.00 | 17,500.00 | \$70,000.00 |
| Security - Maintenance | 1,250.00 | 1,250.00 | 1,250.00 | 1,250.00 | \$5,000.00 |
| Security - Monitoring | 1,685.00 | 1,685.00 | 1,685.00 | 1,685.00 | \$6,740.00 |
| Security - Patrols | 33,000.00 | 33,000.00 | 33,000.00 | 33,000.00 | \$132,000.00 |
| Taxation - Accountants fee | 250.00 | 0.00 | 0.00 | 0.00 | \$250.00 |
| Taxation - BAS Return | 250.00 | 250.00 | 250.00 | 250.00 | \$1,000.00 |
| Taxation - PAYG Income Tax Instalment | 884.00 | 0.00 | 0.00 | 0.00 | \$884.00 |
| Taxation - Payment | 2,053.80 | 0.00 | 0.00 | 0.00 | \$2,053.80 |
| Technology and System Fees | 1,136.00 | 1,136.00 | 1,136.00 | 1,136.00 | \$4,544.00 |
| Telephone | 380.00 | 380.00 | 380.00 | 380.00 | \$1,520.00 |
| Transfer - To Sinking fund | 250,000.00 | 0.00 | 0.00 | 0.00 | \$250,000.00 |
| Utilities - Electricity | 45,000.00 | 45,000.00 | 45,000.00 | 45,000.00 | \$180,000.00 |
| Utilities - Gas | 20,000.00 | 20,000.00 | 20,000.00 | 20,000.00 | \$80,000.00 |

| | | | | | |
|-------------------|-------------------|-------------------|-------------------|-------------------|------------------------------|
| Utilities - Water | 13,750.00 | 13,750.00 | 13,750.00 | 13,750.00 | <u>\$55,000.00</u> |
| Total | 553,789.19 | 420,822.39 | 295,822.39 | 295,822.39 | <u>\$1,566,256.36</u> |

SINKING FUND

| | Jul-Sept 23 | Oct-Dec 23 | Jan-Mar 24 | Apr-Jun 24 | Annual Total |
|-------------------------------------|--------------------|-------------------|-------------------|-------------------|----------------------------|
| INCOME | | | | | |
| Contributions | 72,500.00 | 72,500.00 | 72,500.00 | 72,500.00 | \$290,000.00 |
| Arrears | 16,819.93 | 0.00 | 0.00 | 0.00 | \$16,819.93 |
| Advances | -13,410.00 | -0.00 | -0.00 | -0.00 | -\$13,410.00 |
| Transfer - From Administration fund | 250,000.00 | 0.00 | 0.00 | 0.00 | <u>\$250,000.00</u> |
| Total | 325,909.93 | 72,500.00 | 72,500.00 | 72,500.00 | <u>\$543,409.93</u> |
| EXPENDITURE | | | | | |
| Common property | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | \$20,000.00 |
| Electrical | 3,000.00 | 0.00 | 0.00 | 0.00 | \$3,000.00 |
| Fire systems - Repairs | 7,500.00 | 7,500.00 | 7,500.00 | 7,500.00 | \$30,000.00 |
| Lift | 0.00 | 1,500.00 | 0.00 | 0.00 | \$1,500.00 |
| Lift - Telephone | 6,000.00 | 0.00 | 0.00 | 0.00 | \$6,000.00 |
| Painting - External Surfaces | 14,000.00 | 0.00 | 0.00 | 0.00 | \$14,000.00 |
| Plumbing | 9,200.00 | 0.00 | 0.00 | 0.00 | \$9,200.00 |
| Pool/Spa | 11,000.00 | 0.00 | 0.00 | 0.00 | \$11,000.00 |
| Security | 7,000.00 | 0.00 | 0.00 | 0.00 | \$7,000.00 |
| Structural reinstatement | 50,000.00 | 50,000.00 | 50,000.00 | 50,000.00 | <u>\$200,000.00</u> |
| Total | 112,700.00 | 64,000.00 | 62,500.00 | 62,500.00 | <u>\$301,700.00</u> |

CASH FLOW SUMMARY

| | Jul-Sept 23 | Oct-Dec 23 | Jan-Mar 24 | Apr-Jun 24 | Annual Total |
|--|--------------|--------------|--------------|--------------|-----------------------|
| <u>ADMINISTRATION FUND</u> | | | | | |
| Opening Balance | 372,461.53 | 141,698.99 | 3,876.60 | -8,945.79 | \$372,461.53 |
| Add: Contributions | 283,000.00 | 283,000.00 | 283,000.00 | 283,000.00 | \$1,132,000.00 |
| Add: Arrears | 93,499.87 | 0.00 | 0.00 | 0.00 | \$93,499.87 |
| Minus: Advances | 53,473.22 | 0.00 | 0.00 | 0.00 | \$53,473.22 |
| Minus: Expenditures | 553,789.19 | 420,822.39 | 295,822.39 | 295,822.39 | \$1,566,256.36 |
| CLOSING BALANCE | 141,698.99 | 3,876.60 | -8,945.79 | -21,768.18 | \$-21,768.18 |
| <u>SINKING FUND</u> | | | | | |
| Opening Balance | 1,306,466.77 | 1,519,676.70 | 1,528,176.70 | 1,538,176.70 | \$1,306,466.77 |
| Add: Contributions | 72,500.00 | 72,500.00 | 72,500.00 | 72,500.00 | \$290,000.00 |
| Add: Transfer - From Administration fund | 250,000.00 | 0.00 | 0.00 | 0.00 | \$250,000.00 |
| Add: Arrears | 16,819.93 | 0.00 | 0.00 | 0.00 | \$16,819.93 |
| Minus: Advances | 13,410.00 | 0.00 | 0.00 | 0.00 | \$13,410.00 |
| Minus: Expenditures | 112,700.00 | 64,000.00 | 62,500.00 | 62,500.00 | \$301,700.00 |
| CLOSING BALANCE | 1,519,676.70 | 1,528,176.70 | 1,538,176.70 | 1,548,176.70 | \$1,548,176.70 |

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 100000
 Number of Lots 355

| Lot Number | — Effective from 15/10/23 — | | | — Effective from 15/10/23 — | | |
|--|-----------------------------|------------|------------------------|-----------------------------|--------------|--------------------------|
| | LEV | ADMIN Fund | ADMIN Fund (incl. GST) | LEV | SINKING Fund | SINKING Fund (incl. GST) |
| 47, 48 | 2 | 5.66 | \$6 | 2 | 1.45 | \$2 |
| 37, 38, 41, 42, 43, 44, 45, 46 | 3 | 8.49 | \$9 | 3 | 2.17 | \$2 |
| 36 | 4 | 11.32 | \$12 | 4 | 2.90 | \$3 |
| 40, 54 | 6 | 16.98 | \$19 | 6 | 4.35 | \$5 |
| 39 | 7 | 19.81 | \$22 | 7 | 5.07 | \$6 |
| 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2046, 2047 | 23 | 65.08 | \$72 | 23 | 16.67 | \$18 |
| 2015 | 25 | 70.75 | \$78 | 25 | 18.12 | \$20 |
| 2029, 2030, 2031, 2032 | 27 | 76.40 | \$84 | 27 | 19.57 | \$22 |
| 2025, 2043, 2044, 2045 | 30 | 84.90 | \$93 | 30 | 21.75 | \$24 |
| 2026, 2027, 2028, 2048 | 35 | 99.05 | \$109 | 35 | 25.37 | \$28 |
| 53 | 42 | 118.86 | \$131 | 42 | 30.45 | \$33 |
| 61 | 55 | 155.65 | \$171 | 55 | 39.87 | \$44 |
| 60 | 92 | 260.35 | \$286 | 92 | 66.70 | \$73 |
| 18 | 100 | 283.00 | \$311 | 100 | 72.50 | \$80 |
| 58 | 111 | 314.13 | \$346 | 111 | 80.47 | \$89 |
| 17, 30, 31 | 150 | 424.50 | \$467 | 150 | 108.75 | \$120 |
| 27, 28 | 156 | 441.48 | \$486 | 156 | 113.10 | \$124 |
| 9, 62 | 157 | 444.31 | \$489 | 157 | 113.82 | \$125 |
| 10 | 180 | 509.40 | \$560 | 180 | 130.49 | \$144 |
| 12, 13 | 185 | 523.55 | \$576 | 185 | 134.12 | \$148 |
| 25, 26 | 192 | 543.36 | \$598 | 192 | 139.20 | \$153 |
| 19, 32 | 196 | 554.68 | \$610 | 196 | 142.09 | \$156 |

| | | | | | | |
|---|-----|----------|----------------|-----|--------|--------------|
| 7, 8, 11, 22, 23, 24 | 197 | 557.51 | \$613 | 197 | 142.82 | \$157 |
| 20 | 199 | 563.17 | \$620 | 199 | 144.27 | \$159 |
| 14, 15, 16 | 215 | 608.45 | \$669 | 215 | 155.87 | \$171 |
| 33, 34 | 219 | 619.77 | \$682 | 219 | 158.77 | \$175 |
| 221 | 222 | 628.26 | \$691 | 222 | 160.95 | \$177 |
| 321 | 231 | 653.73 | \$719 | 231 | 167.47 | \$184 |
| 208, 421 | 235 | 665.05 | \$732 | 235 | 170.37 | \$187 |
| 222, 223, 224 | 240 | 679.20 | \$747 | 240 | 174.00 | \$191 |
| 113, 127, 128, 210, 227, 228, 308, 322, 324, 327, 328 | 245 | 693.35 | \$763 | 245 | 177.62 | \$195 |
| 209, 211, 310, 323, 408, 422, 424 | 249 | 704.67 | \$775 | 249 | 180.52 | \$199 |
| 108, 121, 220, 409, 423, 518, 618 | 254 | 718.82 | \$791 | 254 | 184.15 | \$203 |
| 427, 428 | 256 | 724.48 | \$797 | 256 | 185.60 | \$204 |
| 122, 320, 410, 411, 512, 612, 712, 718, 812 | 259 | 732.97 | \$806 | 259 | 187.77 | \$207 |
| 110 | 260 | 735.80 | \$809 | 260 | 188.50 | \$207 |
| 104, 105, 109, 111, 120, 123, 124, 204, 205, 309, 311, 420, 818 | 263 | 744.29 | \$819 | 263 | 190.67 | \$210 |
| 1 | 268 | 758.44 | \$834 | 268 | 194.30 | \$214 |
| 2, 3, 4, 5 | 272 | 769.76 | \$847 | 272 | 197.20 | \$217 |
| 6, 304, 305 | 277 | 783.91 | \$862 | 277 | 200.82 | \$221 |
| 112, 212, 404, 405 | 282 | 798.06 | \$878 | 282 | 204.45 | \$225 |
| 312 | 286 | 809.38 | \$890 | 286 | 207.35 | \$228 |
| 21 | 287 | 812.21 | \$894 | 287 | 208.07 | \$229 |
| 35, 412 | 291 | 823.53 | \$906 | 291 | 210.97 | \$232 |
| 510, 610 | 296 | 837.68 | \$922 | 296 | 214.60 | \$236 |
| 710 | 300 | 849.00 | \$934 | 300 | 217.50 | \$239 |
| 810 | 305 | 863.15 | \$950 | 305 | 221.12 | \$243 |
| 219 | 323 | 914.09 | \$1,006 | 323 | 234.17 | \$258 |
| 234 | 325 | 919.75 | \$1,012 | 325 | 235.62 | \$259 |
| 213, 314 | 328 | 928.24 | \$1,021 | 328 | 237.79 | \$262 |
| 125, 214, 215, 216, 218, 225, 313, 319, 325, 414 | 332 | 939.56 | \$1,034 | 332 | 240.70 | \$265 |
| 233 | 336 | 950.88 | \$1,046 | 336 | 243.60 | \$268 |
| 315, 316, 318, 413, 419, 425, 507, 607, 707, 807 | 337 | 953.71 | \$1,049 | 337 | 244.32 | \$269 |
| 415, 416, 418, 511, 611 | 342 | 967.86 | \$1,065 | 342 | 247.95 | \$273 |
| 126, 129, 130, 131, 226, 229, 230, 231, 326, 329, 330, 331, 513, 517, 519, 521, 613, 617, 619, 621, 711, 713, 717, 719, 721, 813, 817, 819, 821 | 346 | 979.18 | \$1,077 | 346 | 250.85 | \$276 |
| 101, 114, 115, 116, 119, 201, 426, 429, 430, 431, 508, 516, 520, 608, 616, 620, 708, 716, 720, 808, 811, 816, 820 | 351 | 993.33 | \$1,093 | 351 | 254.47 | \$280 |
| 232 | 355 | 1,004.65 | \$1,105 | 355 | 257.37 | \$283 |
| 29, 118, 509, 523, 524, 525, 526, 609, 623, 624, 625, 626, 709, 809 | 356 | 1,007.48 | \$1,108 | 356 | 258.10 | \$284 |
| 102, 103, 106, 107, 202, 203, 206, 207, 301, 401, 723, 724, 725, 726, 823, 824, 825, 826 | 360 | 1,018.80 | \$1,121 | 360 | 260.99 | \$287 |
| 307 | 365 | 1,032.95 | \$1,136 | 365 | 264.62 | \$291 |
| 302, 303, 306, 906, 1101 | 369 | 1,044.27 | \$1,149 | 369 | 267.52 | \$294 |
| 402, 403, 502, 503, 504, 505, 602, 603, 604, 605 | 374 | 1,058.42 | \$1,164 | 374 | 271.15 | \$298 |
| 702, 703, 704, 705 | 379 | 1,072.56 | \$1,180 | 379 | 274.77 | \$302 |
| 802, 803, 804, 805 | 388 | 1,098.04 | \$1,208 | 388 | 281.30 | \$309 |
| 50 | 402 | 1,137.66 | \$1,252 | 402 | 291.45 | \$321 |
| 217 | 416 | 1,177.28 | \$1,295 | 416 | 301.60 | \$332 |
| 317 | 420 | 1,188.60 | \$1,308 | 420 | 304.50 | \$335 |
| 417 | 425 | 1,202.74 | \$1,323 | 425 | 308.12 | \$339 |
| 117, 514, 515, 522, 614, 615, 622, 714, 715, 722, 814, 815, 822, 1003, 1005 | 434 | 1,228.22 | \$1,351 | 434 | 314.65 | \$346 |
| 501, 601 | 441 | 1,248.03 | \$1,373 | 441 | 319.72 | \$352 |
| 506, 527, 606, 627, 727, 827, 1004 | 443 | 1,253.68 | \$1,379 | 443 | 321.17 | \$353 |
| 701 | 448 | 1,267.84 | \$1,395 | 448 | 324.80 | \$357 |
| 706, 801 | 452 | 1,279.16 | \$1,407 | 452 | 327.70 | \$361 |
| 806, 909 | 457 | 1,293.30 | \$1,423 | 457 | 331.32 | \$364 |

| | | | | | | |
|---------------------------|------|--------------|----------------------------|------|-------------|---------------------------|
| 902 | 471 | 1,332.93 | \$1,466 | 471 | 341.47 | \$376 |
| 905 | 517 | 1,463.11 | \$1,610 | 517 | 374.82 | \$412 |
| 1002 | 522 | 1,477.26 | \$1,625 | 522 | 378.45 | \$416 |
| 406 | 683 | 1,932.88 | \$2,126 | 683 | 495.17 | \$545 |
| 907, 908, 910, 1001, 1006 | 693 | 1,961.19 | \$2,158 | 693 | 502.42 | \$553 |
| 903 | 776 | 2,196.08 | \$2,416 | 776 | 562.60 | \$619 |
| 912 | 780 | 2,207.40 | \$2,428 | 780 | 565.50 | \$622 |
| 911 | 1062 | 3,005.46 | \$3,306 | 1062 | 769.95 | \$847 |
| 901 | 1755 | 4,966.65 | \$5,464 | 1755 | 1,272.37 | \$1,400 |
| QUARTERLY TOTAL | | \$282,999.45 | <u>\$311,338.00</u> | | \$72,498.83 | <u>\$79,748.00</u> |



Strata and Community Title Services

19 November 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for COMMUNITY CORP.28367 INC 33 Warwick Street, WALKERVILLE, SA, 5081.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Chris Nowicki
Body Corporate Manager

**Minutes of the Management Committee Meeting
COMMUNITY CORP.28367 INC**

| | | |
|-----------------------------|---|------------------|
| Meeting Date | Wednesday, 30 October 2024 | |
| Meeting Location | 33 Warwick Street, WALKERVILLE, SA, 5081 | |
| Time | 10:00 AM | Closed: 11:47 AM |
| Lots Represented | 00006 D Kayser Committee member present 00039 S De Jong Committee member present 00040 B Quagliarella Committee member present 00050 L Van Gogh Committee member present 00509 Mr D Spyrou Electronic vote 00523 R Boucher Committee member present 00801 A J McNamara Committee member present 00901 H Botha Proxy to G Webster 00903 P Lowe Committee member present 00911 G Webster Committee member present 02026 B Savage Committee member present via telephone | |
| Chairperson | G Webster | |
| Additional Attendees | C Nowicki and A Daly representing Whittles Management Services Pty Ltd B Andres – The Watson Facilities Manager | |
| Apologies | | |
| Quorum | The Body Corporate Manager declared a quorum was present (in person or by proxy). | |

| | | |
|--|--|--|
| 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 <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 30 JUL 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. | | |
| Motion CARRIED. | | |

| Item 3 | | |
|--|--|--|
| Scope of Works from Magryn | | |
| <ol style="list-style-type: none"> 1. Apt 114-117 Courtyards – It was noted that works were commenced by Lead Construct on 25.9.2024. This work is expected to take approximately 8 weeks to complete. 2. Level 9 Walkways – It was noted these works were commenced by New Element on 9.9.2024. This work is expected to take approximately 8 weeks to complete. 3. Eastern Patio Deck – It was noted this item refers to the terrace slabs noted on Magryn’s priority list of defect works which are causing water ingress into multiple commercial tenancies. Committee Members discussed the tender recommendation from Magryn and instructed the Corporation Manager to proceed with the quote from Lead Construct for a cost of \$356,400 incl GST. 4. Canopy Leaks – It was noted the canopy leaks was another high priority item on Magryn’s defect list. Committee Members discussed the tender recommendation from Magryn however as only one quote was submitted (two additional contractors were asked but did not submit a quote), the Committee instructed the Corporation Manager to obtain a quote from Lead Construct via Magryn. 5. Costings – Committee Members requested the Corporation Manager advise money spent on defects to date. Total = \$491,723.49. | | |

| Item 4 | | |
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| Lot 1003 Waterproofing | | |
| It was noted waterproofing works above Lot 1003 are being undertaken as part of mediation. | | |

| Item 5 | | |
|---|--|--|
| Roof Waterproofing | | |
| It was noted the roof waterproofing works were commenced by Duratec on 8.10.2024. The work involves removal of infrastructure on the roof and is expected to take approximately 6 weeks to complete, weather dependant. | | |

| Item 6 | | |
|---|--|--|
| Outside Car Park Water Pooling | | |
| It was noted that the drain has been installed to the outside car park to mitigate water pooling in the car park. | | |

| Item 7 | | |
|---|--|--|
| Catchment Tray installation update - Car park 27 | | |
| It was noted the catchment tray has been installed in car park # 27 on 23.10.2024 as part of mediation. | | |

| Item 8 | | |
|---|--|--|
| Solar Car Parks & EV Charging | | |
| <p>Solar Car Parks (SCP) submitted a quote for \$880 to provide the Corporation with data, modelling and analysis including the payback period to install solar canopies over the outdoor car parks; electricity to be utilised for common property electricity. After discussion the Committee instructed the Corporation Manager to proceed with the quote and to ask SCP to provide information for the whole car park and for sections of car park, as well as information on potential glare and cleaning (raised at the AGM). D Kayser is to be copied into this.</p> <p>The Committee are still looking into EV charging options and will ask SCP if power points could be installed in the outside car park to facilitate charging. The main barrier with EV has been the lack of suitable location on common property.</p> | | |

| Item 9 | | |
|--|--|--|
| Gym Equipment Servicing | | |
| <p>Committee Members reviewed and discussed the quote from the Gym & Treadmill Surgeon and Gymfix to service the gym equipment. The Committee instructed the Corporation Manager to proceed with the quote from Gymfix for a cost of \$405.90 every 4 months.</p> <p>A question was raised at the AGM in regard to having a rowing machine in the gym. Committee Members noted the gym previously had a rowing machine however it would regularly break-down and takes up floor space that is used for floor exercises etc. Therefore the Committee do not support the inclusion of a rowing machine in the gym.</p> | | |

| Item 10 | | |
|---|--|--|
| Pool Lights | | |
| <p>Committee Members discussed the quotes from Phase Blue and Electric Environs to replace the current ground/up-lights around the pool with bollard lights. B Andres noted the current lights constantly fill with water and break-down. As there were a few questions in relation to the quotes, the Committee instructed B Andres to confirm the quote from Phase Blue including the product to be used. Once received the Committee instructed the Corporation Manager to distribute the information to the Committee for instructions.</p> | | |

| Item 11 | | |
|---|--|--|
| Pool Heating | | |
| <p>B Andres advised he had obtained a quote for solar panels to replace the solar tubes which are currently used to heat the pool. The quotes ranged from \$33,810 to \$38,810. The benefit of installing solar panels is that a pool heater, pool lights, pool pump and gym lights could be powered by the system, with a potential cost saving to the Corporation for electricity. A quote was also obtained to install a new heater for a cost of \$21,604.40. It is unclear as to whether this would increase the length of time the pool could be used each year, considering it is an outdoor pool. Due to the cost and with multiple financial commitments already underway, the Committee instructed the Corporation Manager to defer this matter to the AGM.</p> | | |

| Item 12 | | |
|---|--|--|
| Bins full on Sunday | | |
| <p>The item of bins being full on a Sunday was raised at the AGM. The Hotel have been monitoring and R Boucher noted she has only witnessed this occur on rare occasions. After discussion the Committee instructed the Corporation Manager to arrange signs for the bin rooms directing occupants to the Hotel reception if the bins are full.</p> | | |

| Item 13 | | |
|---|--|--|
| Procurement Policy | | |
| <p>G Webster noted some time has passed since the procurement policy was established and in that time the cost of repairs has increased significantly. After review and discussion, the Committee Members agreed to amend the policy as follows for expenditure between the following values:</p> <ul style="list-style-type: none"> • \$1 to \$10,000 = direct purchase/potential 2nd quote • \$10,001 - \$20,000 = 2 quotations • \$20,001 - \$70,000 = 3 quotations • \$70,001 or more = Tender Process | | |

| Item 14 | | |
|---|--|--|
| Balcony Floors | | |
| <p>The item concerning balcony floors was raised at the AGM, suggesting a specification be approved to improve the aesthetics of balconies that are not tiled i.e. concrete. Committee Members discussed the balconies and noted they are subject to load limits. With this in mind the Committee instructed the Corporation Manager to forward applications from owners to the Committee which will be considered on an individual case by case basis.</p> | | |

| Item 15 | | |
|--|--|--|
| Noise Curfew | | |
| <p>The item concerning noise curfew was raised at the AGM. After discussion the Committee recommended residents contact Hotel reception if there is an issue. Phone: 08 7087 9666.</p> | | |

| Item 16 | | |
|---|--|--|
| Noise from the Pool Area | | |
| <p>The item concerning noise from the pool area was raised at the AGM. It was noted the pool closes at 10pm. Possible solutions to mitigate noise from the pool area, included enforcement of nightly closing time by security. The Committee endorsed this approach.</p> | | |

| Item 17 | | |
|---|--|--|
| Viewing Deck & Outdoor Deck Update | | |
| <p>The item concerning enhancement of the viewing deck was raised at the AGM including the implementation of a relaxation area, book sharing library, calming music and veggie beds. It was noted there is a book sharing box near Woolworths and a veggie garden was no supported by the Committee due to potential cost of upkeep and other related expenses. However, the Committee agreed they are open to considering any detailed proposal submitted by an owner.</p> | | |

| Item 18 | | |
|---|--|--|
| Label commercial Car Park 'Private' - Lot 2027 | | |
| <p>This item was withdrawn from the meeting.</p> | | |

| Item 19 | | |
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| Motor Bike on common property | | |
| <p>It was noted there is a motor bike parked on common property, with notes asking the owner to remove the bike. B Andres advised he will inform the Corporation Manager who the bike belongs to. The Committee instructed the Corporation Manager to write to the owner to remove the bike from common property.</p> | | |

| Item 20 | | |
|--|--|--|
| Committee Succession plan | | |
| <p>R Boucher noted the many issues managed by the Committee, along with a wealth of knowledge in relation to the building since its occupation. R Boucher suggested training for new members, in particular Office Bearers. Other suggestions included sub committees could be formed, handover by outgoing members to new members and committee members directing questions to Office Bearers if they have questions on an agenda item. The Committee were supportive of these ideas.</p> | | |

| Item 21 | | |
|--|--|--|
| Cardboard Recycling | | |
| <p>It was noted there are currently general waste and recycling bins on each level of the building. Following on from an owner request, cardboard only bins were also implemented on level 7 and 8. B Andres noted the majority of residents did not understand which bin to use, therefore the general waste bin is regularly used. The Corporation's rubbish collector, Veolia, will not collect contaminated rubbish and if they have to sort rubbish there will be an extra charge for this service. B Andres noted there is a place downstairs where additional cardboard only bins could be placed. After discussion the Committee instructed B Andres to trial the cardboard only bins downstairs for two months. The Committee instructed the Corporation Manager to place a sign in the bin rooms noting cardboard recycling bin locations.</p> | | |

| Item 22 | | |
|---|--|--|
| Site Security | | |
| <p>The Committee discussed the report of a bike belonging to Lot 1004 being stolen from a locked cage on level 1 and possible improvements to security. A review of the security noted a majority of previous issues has been mitigated with the presence of security along with CCTV. This was a significant expense to the Corporation. It was suggested a thicker bike lock/chains could be used to mitigate this issue. The Committee also instructed the Corporation Manager to ask the security company where the building sits with security breaches.</p> | | |

| Item 23 | | |
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| Proposed storage locker install - Lot 417 (Car Park 110) | | |
| <p>The Corporation Manager tabled the proposal from Lot 417 to install a storage locker different to the current storage cage specifications. G Webster noted open storage cages were specified initially due to fire risk from flammable items and vapour. That being said, the Committee supported the design proposed on the condition that flammable items are not stored inside. The Committee instructed the Corporation Manager to advise the owner of Lot 417 and add the details to the current cage specification as an alternative for owners to install.</p> | | |

| Item 24 | | |
|---|--|--|
| Woolworths Lights | | |
| <p>The Corporation Manager noted a complaint that the lights along the Woolworths wall are extremely bright and shining into apartments at night. H Botha investigated and advised whilst some wall lights had covers over them, the fluoro lights did not. The Committee acknowledge the light is good for security reasons but it should not interfere with residents. The Committee instructed the Corporation Manager to write to the Woolworths owners asking them to shield the fluoro lights so that they do not negatively impact the apartments.</p> | | |

| General Business | | |
|---|--|--|
| Review of Major Re-current Expenses | | |
| <p>G Webster suggested a sub-committee be formed to review major ongoing re-current expenses at the building in terms of service and cost. G Webster and R Bougher nominated to join the sub-committee. G Webster will also ask H Botha if he would like to join.</p> | | |

| Item 25 | | |
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| Next Meeting & Closure | | |
| <p>The meeting closed at 11.47 am. The next committee meeting is to be conducted on 6 February 2025 at 10am at The Watson.</p> | | |

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

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**** 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.



Strata and Community Title Services

30 July 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for COMMUNITY CORP.28367 INC 33 Warwick Street, WALKERVILLE, SA, 5081.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Alex Cronis
Body Corporate Manager

**Minutes of the Management Committee Meeting
COMMUNITY CORP.28367 INC**

| | | |
|-----------------------------|--|------------------|
| Meeting Date | 30 July 2024 | |
| Meeting Location | The Watson, Ground Floor Boardroom, 33 Warwick Street, WALKERVILLE, SA, 5081 | |
| Time | 10:00 AM | Closed: 12:00 PM |
| Lots Represented | 00006 D Kayser Committee member present 00050 L Van Gogh Committee member present 00050 B Quagliarella Proxy to L Van Gogh 00050 S De Jong Committee member present 00509 D Spyrou Committee member present 00523 R A Boucher Committee member present 00901 H Botha Proxy to G Webster 00903 P Lowe Committee member present 00911 G A Webster Committee member present | |
| Chairperson | G A Webster | |
| Additional Attendees | B Andres – The Watson Facilities Manager A Cronis & A Daly – Whittles Strata & Community Corporation Managers | |
| Apologies | B Reynolds , B Quagliarella, H Botha | |
| Quorum | The Body Corporate Manager declared a quorum was present (in person or by proxy). | |

| | | |
|---|--|--|
| Item 1 | | |
| Declaration of Interest | | |
| <p>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.</p> | | |

| | | |
|---|----------------------------|--|
| Motion 2 | | |
| Acceptance of Minutes | Ordinary Resolution | |
| It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 16 JUL 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. | | |
| Motion CARRIED. | | |

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|--|--|--|
| Item 3 | | |
| Scope of Works from Magryn | | |
| <p>The members present discussed the following scope of works from Magryn for the below listed items.</p> <ul style="list-style-type: none"> a. Apt 114, 115 and 116 Courtyards -The Corporation noted the scope of works has been received from Magryn Engineers, and that the Corporation are awaiting tenders. These will be provided to the Management Committee once received for instruction. b. Level 9 Walkways -The Corporation noted the scope of works has been received from Magryn Engineers, and that the Corporation are awaiting tenders. These will be provided to the Management Committee once received for instruction. c. Eastern Patio Deck Magryn Engineers are in the process of providing a scope for the eastern patio deck. This will be provided to the Management Committee once received for instruction. d. Apt 117 courtyard – waiting on - This was discussed under item F e. Leaking into car park # 27 Chapman (Lot 815) – -Members discussed the claim by the owner against the Corporation and noted that this matter be going to mediation. f. Leaking into Car Park # 9 Leigo (Lot 822) - Tray installed. -B Andres confirmed that the leak was coming from the pool pump and this has been fixed therefore a scope is not required for courtyard 117. g. Canopy Leaks - The committee instructed the Corporation Manager obtain a scope of works from Magryn Engineers to investigate canopy leaks at the front of the building. This will be provided to the Management Committee once received for instruction. | | |

| Item 4 | | |
|--|--|--|
| Outside Car Park Water Pooling | | |
| <p>The Committee discussed the quote received from Bevan Plumbers to rectify water pooling in a section of external carpark opposite the cafe. It was noted Jordan plumbing declined to quote and a quote from Hindmarsh plumbing has not been received. Due to the difficulty in obtaining alternate quotes and work previously done by Bevans has been satisfactory, the Committee instructed the Corporation Manager to proceed with the quote supplied by Bevans plumbers for the amount of \$8,086.</p> <p>It was noted several carparks will not be able to be used while this work is undertaken. The Committee requested the Corporation manager approach the Council for permits for affected owners to enable affected owners to park for longer than 2 hours on the street. The Body Corporate Manager is to contact and confirm details to affected parties once this information is received.</p> | | |

| Item 5 | | |
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| Roof Waterproofing | | |
| <p>A quote from Duratec was approved by the Committee for the roof water proofing at the previous Committee Meeting. The works will commence in late September weather dependent. Magryn Engineers will coordinate all trades involved and the dates for the works and all affected owners are to be contacted.</p> | | |

| Item 6 | | |
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| Noise Curfew | | |
| <p>This item was discussed under item 13.</p> | | |

| Item 7 | | |
|---|--|--|
| Solar Car Parks | | |
| <p>The Committee discussed information received from Solar Carparks in relation to installing solar canopies over the Corporation's external carparks. Based on the information, the approximate payback could be 8 years, however it did not take into consideration shading of the carpark. The Committee instructed the Corporation Manager to obtain further information in relation to the above from Solar Carparks specifically in regards to potential impacts of shading from the building. This item is to be placed on the agenda of the AGM under general business along with EV Charging to keep owners advised.</p> | | |

| Item 8 | | |
|---|--|--|
| Gym Equipment Servicing | | |
| <p>The Corporation has been using Southern Workout to service gym equipment. However, their service was unpredictable. A quote was obtained from the gym and treadmill surgeon and the Corporation are awaiting a quote from GymFix. Once all quotes are received they are to be forwarded to the Committee for a decision and it was confirmed that this is to be set up as a regular service.</p> | | |

| Item 9 | | |
|--|--|--|
| Pool Lights | | |
| <p>A quote has been received by Phase Blue to replace pool lights. The Corporation are awaiting a quote from Electric Environs. Once all quotes are received, they will be forwarded to the committee for instruction.</p> | | |

| Item 10 | | |
|---|--|--|
| Arborist Report | | |
| <p>B Andres is awaiting an arborist report. Once this report is received it will be forwarded to the Committee for consideration.</p> | | |

| Item 11 | | |
|---|--|--|
| LED Lighting | | |
| <p>B Andres confirmed the LED Lighting replacement for common areas by YESS capitals is almost completed.</p> | | |

| Item 12 | | |
|---|--|--|
| Financials and Budget | | |
| <p>The Body Corporate Manager presented the Corporation's Financial Statement and answered any questions from the Committee. After review of the Financial Statement and proposed budget the Committee instructed the Corporation Manager to recommend a budget to the members at the AGM as follows.</p> <ol style="list-style-type: none"> 1) Increase the Admin fund contributions to \$300,000 per quarter – a 4.7% increase on the total contributions 2) Keep sinking fund contributions the same 3) Create a new term deposit of \$200,000 in the sinking fund. <p>The Committee also discussed obtaining alternate quotes on major expenses over the next 12 months such as insurance, rubbish, security, cleaning, to ensure the Corporation is getting the best value for money and service.</p> | | |

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| Item 13 | | |
| AGM | | |
| <p>All current Committee members noted they are willing to re-nominate to be on the Management Committee at the AGM. The Body Corporate Manager has also received a Nomination from Lot 801.</p> <p>The Date for the AGM was confirmed for Wednesday, 28 August 2024 at 5.30pm in the Watson Boardrooms. Further it was confirmed that should a reconvened meeting be required it will be conducted on Wednesday, 4th September 2024 at 12 noon.</p> <p>The members present discussed a general business item proposed by Lot 230 which is to be included at the AGM.</p> <p><u>LOT 312</u> The Body Corporate Manager tabled an email received from the owner of Lot 312 requesting permission to modify a window in their apartment to allow fresh air as currently this is a fixed window. The Committee questioned if this would affect building and fire codes and have requested more information from the owner. The Management Committee do not feel the proposal includes enough information for this matter to be included at the AGM. The Body Corporate Manager was instructed to write to the owner of Lot 312 to request confirmation of the above information such as firm proposal and quote for the works and information relating to the building and fire codes.</p> <p><u>EXTERNAL PAINTING</u> The Committee raised they would like external painting added to the agenda of the next Committee Meeting.</p> | | |

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| Item 14 | | |
| Next Meeting & Closure | | |
| To be discussed at the meeting will be held on 30 th October 2024, at 10am at the Watson. | | |

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Strata and Community Title Services

16 July 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for COMMUNITY CORP.28367 INC 33 Warwick Street, WALKERVILLE, SA, 5081.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Alex Cronis
Body Corporate Manager

**Minutes of the Management Committee Meeting
COMMUNITY CORP.28367 INC**

| | | |
|-----------------------------|---|------------------|
| Meeting Date | 16 July 2024 | |
| Meeting Location | The Watson – Ground Floor Boardroom, 33 Warwick St, Walkerville, SA, 5081 | |
| Time | 10:00 AM | Closed: 11:11 AM |
| Lots Represented | 00006 D Kayser Proxy to G Webster 00050 L Van Gogh Committee member present 00050 B Quagliarella Committee member present 00050 S De Jong Committee member present 00509 D Spyrou (non-financial) Electronic vote 00523 R Boucher Committee member present. (Departed at 10.53am, Gave proxy to G Webster) 00901 H Botha Proxy to G webster 00903 P Lowe Proxy to G webster 00911 G A Webster Committee member present | |
| Chairperson | G Webster | |
| Additional Attendees | B Andres - The Watson Facilities Manager Lot 817 - S Yazarloo (Departed at 10.37am) A Cronis & A Daly – Whittles Strata & Community Corporation Managers | |
| Apologies | D Spyrou D Kayser H Botha P Lowe B Savage | |
| Quorum | The Body Corporate Manager declared a quorum was present (in person or by proxy). | |

| | | |
|---|--|--|
| Item 1 | | |
| Declaration of Interest | | |
| <p>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.</p> | | |

| | | |
|---|----------------------------|--|
| Motion 2 | | |
| Acceptance of Minutes | Ordinary Resolution | |
| It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 23 APR 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. | | |
| Motion CARRIED. | | |

| | | |
|---|--|--|
| Item 3 | | |
| EV charging update | | |
| <p>S Yazarloo was invited to the meeting to discuss EV Charging at the building.</p> <p>S Yazarloo owns an electric vehicle and had been charging it at a common property power point near his carpark Lot 817.</p> <p>Whittles and the committee have been in discussions with S Yazarloo and advised that this behaviour is not permitted as exclusive use of the common property is not allowed.</p> <p>As well safety risks including but not limited to charging batteries, others placing extension cords across the floor and financial costs. The building also has a finite amount of electrical capacity.</p> <p>S Yazarloo advised his EV is brand new, has not had any call backs and is regularly maintained to mitigate risks and maintain optimal battery health which required regular charging patterns. Also phase one power is the safest as it does not overheat the battery. S Yazarloo also provided safety reports from Tesla to the committee. S Yazarloo sighted that what he was doing is no different than people charging devices in the lobby using common power.</p> <p>A Cronis noted all use of common power by residents should be reported to Whittles and the maintenance team regularly checks for risks.</p> <p>S Yazarloo does not want anyone else to pay for his charging and made the following proposal options</p> <ul style="list-style-type: none"> • Use common power and reimburse the power used • Installation of an EV charger in his carpark Lot at his cost <p>G Webster advised he had met onsite with the RAA to explore installing a dedicated EV charger in the Undercroft parking area. Cost to the corporation approximately \$1900 per charger, with the RAA handling all the administration. Discussions so far look promising with possibly the option of two chargers being installed. The committee is to explore this and present options at the AGM. G Webster also put the RAA in contact with the council to discuss installation of EV chargers outside the building.</p> <p>A Cronis suggested S Yazarloo submit a proposal that can be considered at the AGM.</p> <p>The proposal submitted would then determine the type of resolution required.</p> <p>S Yazarloo will do some research and submit a proposal by the end of July.</p> | | |

| Item 4 | | |
|--|--|--|
| Update 1003. | | |
| A Cronis advised settlement has been reached and is subject to a confidentiality clause. | | |

| Item 5 | | |
|---|--|--|
| Update - Roof | | |
| <p>Members discussed the tender recommendation from Magryn Engineers and quotes from Bevans to remove roof tanks and Climat to remove ventilation. The committee instructed the corporation manager to proceed with the quote from Duratec for water proofing the roof and the quotes from Bevans and Climat. A start date will be advised in due course.</p> <ol style="list-style-type: none">1. Duratec for \$121,352.68 incl GST.2. Quote from Bevan Plumbers to remove and re-instate water tanks for \$17,600 incl GST.3. Quote from Climat to remove ventilation systems \$12,757. | | |

| Item 6 | | |
|---|--|--|
| Next Meeting & Closure | | |
| The next meeting is to be held on 30 July 2024, at 10am at The Watson. The Meeting closed at 11.11am | | |

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**** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.***

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Strata and Community Title Services

23 April 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for COMMUNITY CORP.28367 INC 33 Warwick Street, WALKERVILLE, SA, 5081.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Alex Cronis
Body Corporate Manager

**Minutes of the Management Committee Meeting
COMMUNITY CORP.28367 INC.**

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|-----------------------------|--|--------------------------|-------|----------|--------------------------|-------|------------|--------------------------|-------|-----------|---------------------|-------|----------------|---------------------|-------|-------------|-----------------|-------|--------------|--------------------------|-------|-----------|--------------------------|-------|----------------|-----------------|
| Meeting Date | 23 April 2024 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Meeting Location | The Watson - Ground Floor Boardroom, 33 Warwick Street, Walkerville, SA, 5081. | | | | | | | | | | | | | | | | | | | | | | | | | |
| Time | 10:00 AM | Closed: 11:09 AM | | | | | | | | | | | | | | | | | | | | | | | | |
| Lots Represented | <table border="0"> <tr> <td>00006</td> <td>D Kayser</td> <td>Committee member present</td> </tr> <tr> <td>00050</td> <td>L Van Gogh</td> <td>Committee member present</td> </tr> <tr> <td>00050</td> <td>S De Jong</td> <td>Proxy to L Van Gogh</td> </tr> <tr> <td>00050</td> <td>B Quagliarella</td> <td>Proxy to L Van Gogh</td> </tr> <tr> <td>00509</td> <td>Mr D Spyrou</td> <td>Electronic vote</td> </tr> <tr> <td>00901</td> <td>Ms A H Botha</td> <td>Committee member present</td> </tr> <tr> <td>00903</td> <td>Ms P Lowe</td> <td>Committee member present</td> </tr> <tr> <td>00911</td> <td>Mr G A Webster</td> <td>Electronic vote</td> </tr> </table> | | 00006 | D Kayser | Committee member present | 00050 | L Van Gogh | Committee member present | 00050 | S De Jong | Proxy to L Van Gogh | 00050 | B Quagliarella | Proxy to L Van Gogh | 00509 | Mr D Spyrou | Electronic vote | 00901 | Ms A H Botha | Committee member present | 00903 | Ms P Lowe | Committee member present | 00911 | Mr G A Webster | Electronic vote |
| 00006 | D Kayser | Committee member present | | | | | | | | | | | | | | | | | | | | | | | | |
| 00050 | L Van Gogh | Committee member present | | | | | | | | | | | | | | | | | | | | | | | | |
| 00050 | S De Jong | Proxy to L Van Gogh | | | | | | | | | | | | | | | | | | | | | | | | |
| 00050 | B Quagliarella | Proxy to L Van Gogh | | | | | | | | | | | | | | | | | | | | | | | | |
| 00509 | Mr D Spyrou | Electronic vote | | | | | | | | | | | | | | | | | | | | | | | | |
| 00901 | Ms A H Botha | Committee member present | | | | | | | | | | | | | | | | | | | | | | | | |
| 00903 | Ms P Lowe | Committee member present | | | | | | | | | | | | | | | | | | | | | | | | |
| 00911 | Mr G A Webster | Electronic vote | | | | | | | | | | | | | | | | | | | | | | | | |
| Chairperson | Mr D Kayser | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Attendees | B Andres – The Watson Building Maintenance Manager A Cronis & A Daly – Whittles Strata & Community Corporation Managers | | | | | | | | | | | | | | | | | | | | | | | | | |
| Apologies | B Reynolds S De Jong G Webster D Spryou | | | | | | | | | | | | | | | | | | | | | | | | | |
| Quorum | The Body Corporate Manager declared a quorum was present (in person or by proxy). | | | | | | | | | | | | | | | | | | | | | | | | | |

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 | |
| <p>It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act</i> 1996, the minutes of the Management Committee Meeting held on 13 FEB 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.</p> | | |
| <p>Motion CARRIED.</p> | | |

| Item 3 | | |
|--|----------------------------|--|
| Co-Opt Committee Member | Ordinary Resolution | |
| <p>That in accordance with Section 97 of the Community titles Act the Management Committee resolve to co-opt Bonnie Savage to fill a casual vacancy caused by Erin Davis' resignation.</p> | | |

| Item 4 | | |
|--|--|--|
| Roof Waterproofing / Defects Update | | |
| <p>The Corporation Manager advised no response has been received from Lot 1101 in relation to the roof waterproofing.</p> <p>Magryn Engineers have been asked to include this in the defect scope.</p> | | |

| Item 5 | | |
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| Lot 1003 | | |
| <p>The Corporation Manager advised that the matter is still ongoing.</p> | | |

| Item 6 | | |
|---|--|--|
| Plants and Irrigation | | |
| <p>B Andres advised the gardening contractor did not provide a quote.</p> <p>It appears 2-3 trees are dying. B Andres noted he can obtain a free tree report from an Arborist in the building.</p> <p>The committee instructed B Andres to proceed with the free Arborist report.</p> | | |

| Item 7 | | |
|--|--|--|
| Building Security | | |
| <p>Quotes had been previously obtained to install fob readers on the lifts.</p> <p>After discussion and noting there have not been any further security issues, the committee advised to re-visit the building security through a security consultant if required.</p> | | |

| Item 8 | | |
|--|--|--|
| Lighting | | |
| <p>The Corporation Manager tabled quotes from Phase Blue and Electric Environs to upgrade common area lighting in the carpark from fluoro to LED.</p> <p>Upgrading to LED would reduce power costs and cost of replacement globes and improve lighting.</p> <p>B Andres advised he was unable to obtain assistance for a lighting scheme through the Council.</p> <p>The Corporation Manager advised a company called YESS may be able to assist.</p> <p>The committee instructed the Corporation Manager to obtain a quote from YESS.</p> <p>H Botha noted for next time it would be helpful to have more information/details included in the agenda to make an informed decision and have a better understanding of the issue.</p> | | |

Item 9**Any Other Business****Deep Pit Access**

The Corporation Manager advised he is still awaiting a revised quote from KONE.

Once received the Corporation Manager is to send all quotes to the committee for a decision.

Pool Booking

The Corporation Manager tabled an e-mail from an owner proposing a pool booking system.

The committee noted the pool is for the enjoyment of all residents and at a time of their choosing and cannot be used exclusively.

The Corporation pool is not a specialist facility that allows for scheduling.

Canopies Over Open Air Carparks

The Corporation Manager tabled an e-mail from an owner proposing canopies over the open-air carparks to mitigate the issue with bird and bat faeces on cars.

The committee noted that canopies would only benefit the individual car park owners.

After discussion, the committee instructed the Corporation Manager to investigate a solar array structure over the carparks which would benefit the Corporation's common electricity.

This option may also make the installation of a EV charger by the Council more appealing.

Dogs & Cats

B Andres was asked to provide the Corporation Manager with a list of dogs and cats within apartments for Whittles to keep a register and advise the Hotel.

Debt Collection - Lot 815

Whittles is providing all information requested by the debt collector. This issue is ongoing.

Lights in Swimming Pool

The Corporation Manager is to chase the second quote for lights in the swimming pool.

Fire Door Labels

The Corporation Manager is to chase a quote for fire door labels.

EV Charging

The Corporation Manager tabled an e-mail from H Botha in relation to installing EV charging at the building.

After consideration H Botha advised to withdraw the request citing the large initial expense with little usage payoff.

Lot 1101 Entitlement

The Corporation Manager tabled an e-mail from H Botha in relation to the Lot entitlement of 1101 appearing to be disproportionate to other Lots.

The Corporation Manager noted the Lot Entitlement Value (LEV) is set by the Lands Titles Office (LTO).

Lot 1101 does not have much common property i.e. walls, windows, or a need for the lift, which may have contributed to the LTO decision.

It was noted to change the LEV an unanimous resolution is required.

| | | |
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| Item 10 | | |
| Next Meeting & Closure | | |
| The next meeting is to be held on 30 July 2024, at 10am at The Watson | | |



Strata and Community Title Services

13 February 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for COMMUNITY CORP.28367 INC 33 Warwick Street, WALKERVILLE, SA, 5081.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Alex Cronis
Body Corporate Manager

**Minutes of the Management Committee Meeting
COMMUNITY CORP.28367 INC**

| | | | |
|-----------------------------|--|------------------------|------------------------------------|
| Meeting Date | 13 February 2024 | | |
| Meeting Location | The Watson, Ground Floor Boardroom, 33 Warwick Street, Walkerville, SA, 5081 | | |
| Time | 10:00 AM | Closed: 11:35 AM | |
| Lots Represented | 6 | D Kayser | Committee member present |
| | 50 | L Van Gogh & S De Jong | Committee member present |
| | 050 | B Reynolds | Committee member present via phone |
| | 509 | D Spyrou | Committee member present |
| | 901 | H Botha | Committee member present |
| | 902 | P Lowe | Committee member present |
| | 911 | G A Webster | Committee member present |
| Chairperson | Mr G A Webster | | |
| Additional Attendees | B Andres - The Watson Building Maintenance Manager A Cronis & A Daly - Whittles Strata & Community Corporation Managers | | |
| Apologies | R A Boucher B Quagliarella | | |
| Quorum | The Body Corporate Manager declared a quorum was present (in person or by proxy). | | |

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 Management Committee Meeting held on 31 OCT 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.

| Item 3 | | |
|--|--|--|
| Defect List | | |
| <p>Members discussed quotes from Magryn Engineers to scope and tender High Priority Defect Items. The Corporation Manager was instructed to proceed with the quotes from Magryn (scope and tender part only) for the west roof balcony, east roof balcony and other repair works. Cost \$10,000.</p> <p>Lot 815 is in arrears and have lodged a counterclaim due to a leak in their car park # 27, from Lot 116 balcony. The Corporation Manager is to send the information to the committee for instructions.</p> | | |

| Item 4 | | |
|--|--|--|
| Roof Waterproofing | | |
| <p>A large majority of the roof is owned by Lot 1101 and the other part is common property to the Corporation. The Community Titles Act states that the upper surface is an owners responsibility, deeming the waterproofing on the roof to be an owner responsibility. Axiom is the Lessee of the Lot. Axiom advised waterproofing works were being completed to the Hut area in relation to a leak at Lot 1003. Other level 10 apartments also have leaks.</p> <p>After discussion the Corporation Manager was instructed to write to the Lessee asking them to confirm what they will be doing in relation to the other leaks to apartment 1002, 1005 and 1006 within two weeks. Should the Corporation not receive a response, the Corporation will organise the works and recover the cost from the Lessee/Lot owner.</p> <p>In the meantime the Corporation Manager was instructed to obtain 3 quotes to remove the tanks and waterproof affected areas of the roof including under the tanks.</p> | | |

| Item 5 | | |
|--|--|--|
| Removal of Roof Tanks | | |
| <p>This item was discussed in agenda item 4.</p> | | |

| Item 6 | | |
|---|--|--|
| Lot 1003 - Update | | |
| <p>An inspection was completed In November 2023 by Dayproof and Paul Effingham via the legal representatives.</p> <p>It has been confirmed repairs have been carried out on the roof to stop water ingress into Lot 1003. Further updates on the status of this matter will be forthcoming.</p> | | |

| Item 7 | | |
|---|--|--|
| Apartment 233 - Carpet Claim | | |
| <p>Members discussed the proposal from Lot 233 for the Corporation to cover the cost of flooring damaged as a result of water ingress. The Corporation Manager was instructed to advise the owner that the Corporation will cover the cost of water damaged flooring as an act of good will. The Corporation will not be liable for any contents related items moving forward and the owner must have their own contents insurance.</p> | | |

| Item 8 | | |
|--|--|--|
| Russell McMahon | | |
| <p>The Corporation Manager confirmed that due to selling his apartment, R McMahon is no longer the Presiding Officer.</p> <p>Under section 97 of the Community Titles Act the members present resolved to co-opt G Webster to fill a casual vacancy of the Presiding Officer, due to the fact that R McMahon is no longer a Lot owner of the Corporation.</p> <p>Members also discussed R McMahon's offer to assist the committee with a legal matter he was assisting with when he was a committee member. Members agreed that given R McMahon's experience with this matter, they are happy for R MacMahon to assist the Corporation. However due to the unknown length of time this matter may take to resolve it was agreed to revisit this matter at the AGM.</p> | | |

| Item 9 | | |
|--|--|--|
| Suite 20 - Therapy Dog | | |
| <p>Members discussed the proposal for Suite 20 to train a therapy dog. It was noted the Suite already has a therapy dog. After discussion and many questions were raised including how long training will take and is it their intention to train multiple dogs or just one dog; the matter was put to a vote and the vote failed. The Corporation Manager was instructed to advise the applicant.</p> | | |

| Item 10 | | |
|--|--|--|
| Plants and Irrigation | | |
| <p>Members discussed the plant report from Nomadic and Quotes from Nomadic and Property Maintenance Plus for irrigation. At the moment several areas are being hand watered and some plants have died. It was generally felt that the cost for irrigation was quite high. B Andres advised he is obtaining an alternative quote.</p> | | |

| Item 11 | | |
|--|--|--|
| Gym Window Tinting | | |
| <p>Further to the previous committee meeting, quotes were being sought for window tinting and blinds to the gym windows to reduce heat.</p> <p>It was noted Q Glass installed tinting despite not being provided with instructions from B Andres or Whittles to do so. Whittles have been following up on this with the contractor. Bubbles are also present in the tinting which were supposed to have disappeared in a week.</p> <p>B Andres confirmed the tinting has made a considerable improvement to reduce the heat.</p> <p>After discussion the Corporation Manager was instructed continue to follow up this matter with the contractor.</p> | | |

| Item 12 | | |
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| Pool Heating | | |
| <p>It was confirmed the pool heating controller has been replaced.</p> | | |

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| Item 13 | | |
| Lift - Stair and Building Security | | |
| The Corporation Manager confirmed they are seeking details of a consultant who can advise the Corporation on increasing security at the building i.e. lifts and stairs etc. | | |

| | | |
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| Item 14 | | |
| Pigeon | | |
| The Corporation Manager was instructed to obtain a quote for a regular Pigeon trapping program. | | |

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| Item 14 | | |
| Next Meeting & Closure | | |
| Next meeting to be conducted on 23.4.2024 subject to information being received in regards to tenders from Magryn. | | |

MINUTES
of the Management Committee Meeting

of

Community Corporation 28367 Inc.
33 WARWICK STREET, WALKERVILLE

held

at The Watson, Ground Floor Boardroom,
33 Warwick Street,
Walkerville SA 5081

on Tuesday, 31 October 2023 at 10:00 AM

PRESENT

In Person

Lot 50 Lloyd Van Gogh, S De Jong & B Quagliarella
Lot 509 Mr D Spyrou
Lot 520 Mr R M McMahon
Lot 523 R A Boucher
Lot 903 Ms P Lowe
Lot 911 Mr G A Webster

By Proxy

Lot 6 Semi-Controlled Chaos Pty Ltd represented by proxy to Whittles
Lot 901 Ms A H Botha represented by proxy to G Webster

In Attendance

Alex Cronis and Adele Daly representing Whittles Strata & Community Corporation Managers.
Bob - The Watson Building Maintenance Manager

Apologies

D Kayser
H Botha
B Reynolds

PROCEEDINGS

PRESIDING OFFICER

Mr R McMahon, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

Quorum

The Corporation Manager declared that a quorum was in attendance by presence or proxy, with 10 of the 12 members being represented.

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 Corporation's Agreement for disclosure of all its relevant interests.

NOTICE OF MOTION / PURPOSE OF MEETING

1. Minutes (Ordinary Resolution)

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 25 July 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting with the following amendment:

B Quagliarella was representing Lot 50

Motion Carried

2. Magryn Engineers Defect Priority List

Members discussed the defect priority list report from Magryn. After discussion it was agreed to obtain a quote from Magryn to scope, tender and oversee the very high/high risk category and very high priority items on the report. Once the quote is received, a meeting is to be conducted with Magryn and the committee to enable a detailed discussion of the works. Items that are not common property are to be brought to the owners attention for action. The Corporation Manager confirmed discussions are taking place with the roof lot owner in regards to waterproofing repairs noting pigeon poo cleaning has occurred.

Lower priority items; the Corporation Manager was instructed to ask B Andres if he is able to complete them.

Roof tanks; for roof waterproofing to be completed, the roof tanks will need to be removed and re-installed. Questions were raised as to whether the tanks are needed. The Corporation Manager was instructed to ask Bevan Plumbers if the roof tanks are required and if when removed this will impact the residents.

3. Apt 222 - Concern Regarding Smoke Alarm Activation

Further to discussions at the AGM, members agreed to provide residents with information relating to smoke alarm activation and exhaust fan maintenance. The Corporation Manager is to forward a draft to the committee for review.

4. Bright Lights at Rear of Building Along Woolworths

G Webster confirmed that shades have been placed on the lights and this issue matter should be resolved.

5. Roof Waterproofing

As discussed in item 2, the Corporation Manager is in discussions with the roof owner and has provided the roof Lot owner with details of issues arising from their Lot. It was confirmed the Pigeon poo has been removed. The Corporation Manager will continue to push this matter for a resolution.

6. Water leak Apt 820 From level 9 Outdoor Walkway

It was noted the level 9 walkway is causing water damage to apartment 820. A quote has been obtained from Lead Construct. Given the price, the Corporation Manager was instructed to obtain two further quotes in accordance with the Corporations procurement policy. All quotes are to be sent to the committee for instructions once received.

7. Apt 232, 233 and 234 - Resultant Damage Repairs

It was confirmed the pool deck remediation works have been completed. Quotes were obtained from Lead Construct and Rapid Response to repair the resultant damage inside apartments 232, 233 and 234. After discussion the committee instructed the Corporation Manager to proceed with the quote from Lead

Construct for a cost of \$12,962.40 incl GST and advise owners.

8. Apt 232 and 233 Request for Corporation to Replace Water Damaged Flooring in Apartments From Pool Deck

The committee discussed the flooring quotes submitted to the Committee on behalf of the owners of apartment 232 and 233 and their request for the Corporation to cover this carpet replacement cost.

Members noted that flooring was a contents item and not the responsibility of the Corporation in accordance with the Community Titles Act.

It was noted the original water damage was beyond the Corporation's control as it was the result of a building defect.

9. Deep Pit Access

Further to the quote from KONE for deep pit access, it was noted AHS declined to quote and RIS are being followed up for a quote. Once quotes are received, they will be forwarded to the Committee for instructions.

10. Balustrade Glass strengthening

Further to the previous committee meeting, quotes were obtained to secure the level 9 balustrade glass which slips down in the framework in hot weather. Members discussed the quotes from Q Glass and Glass & More noting the difference in fixing method. The committee instructed the Corporation Manager to proceed with the quote from Q Glass for a cost of \$2,524.50 incl GST citing the spacers will be a more suitable solution and will make repairs down the track easier.

11. Irrigation for Gardens

After the initial clean up of the garden bed and regular maintenance, the Corporation was provided with a quote for a new irrigation system. An alternative quote was sought from Property Maintenance Plus. Questions were raised as to whether irrigation is needed in the area considering most of the plantings are native and could be watered by the gardener when attending site if required. It was suggested the gardener be requested to attend the next meeting to explain what is required.

12. Western Gym Windows Install Blinds Because Window Gets Lots of Direct Sun in Summer.

The Corporation Manager received a request to install blinds to the western windows of the gym to reduce the direct sun in summer. It was noted the window receives sun for approximately 3 hours during summer. Options discussed by members included a translucent roller blind and window tinting. It was agreed both options would improve the temperature of the gym and the efficiency of the air conditioning. The committee instructed the Corporation Manager to obtain quotes for a roller blind and window tinting.

13. Apt 624 - Foggy Glass. Quote Glass & More and Q Glass

It was noted the double glazed sliding door unit at apartment 624 is foggy due to a fault with the sliding door unit and has stained the glass. Two quotes were obtained to replace the sliding door unit. After discussion the committee instructed the Corporation Manager to proceed with the quote from Glass & More for a cost of \$1,850 + GST and advise the owner.

14. Blue Bin on Level 8 and 9 - Trial for Cardboard Recycling

Members decided to refer this matter to the AGM for all owners to consider if this was to be introduced to all floors. It was agreed to continue to leave the blue bins on a trial basis to level 8 and 9.

15. Gym Equipment Request From Tenant

The members considered the request for extra gym equipment. After discussion the members agreed basic gym facilities are provided as the intention is that the gym is for general use and not a fully equipped commercial gym. Members noted that these types of commercial facility gyms can be accessed at neighbouring shops.

16. Lot 1003 - Arrears Update

It was noted parties are still negotiating.

17. Pool Heating

The pool heating discussion was taken to the AGM. The committee spoke at length about the quotes and information relating to ongoing costs to the Corporation with the increased energy use etc. Installing a heat pump would considerably change the existing level of service at the building but it would also increase ongoing costs which could result in an increase in contributions. Therefore after discussion the committee decided not to proceed with the heat pump but instead to investigate improving the current solar heating system. The committee instructed the Corporation Manager to ask for feedback and a quote if necessary to improve the pool solar heating system from the current pool service contractor.

18. Lift Fob Access Quotes from Kone and Vintech

The committee discussed the quotes to increase security at the building by installing fob readers inside the lifts 1-3 which would assist in reducing unauthorised persons accessing the levels. Whilst the committee see value in increasing security they felt this only partially solved the issue as persons could still access levels via the stairs. Any alterations to the stair doors (e.g. key, fob reader) would need to be fire compliant. It was felt more information is required. Therefore the committee instructed the Corporation Manager to defer this matter to the AGM and to obtain a quote from a security consultant who is to provide options to increase the building security.

19. Building Security - Alternate Hours During Summer For Security Guards.

After considering the request to alter summer security guard hours the committee decided the Hotel is to monitor and advise/provide feedback on what it observes but will not change the hours for now. It was further resolved that the Corporation would engage additional security over the Christmas and New Year period as in previous years. L Van Gogh is to liaise with the security contractor to arrange this.

20. Car Parking Issue - Apt 230

Members discussed the issue with people parking in other people's car park, which has been an ongoing problem. It was noted owner are permitted to install a bollard in their car park lot subsidiary. The committee instructed the Corporation Manager to send a reminder to all residents regarding parking.

21. Next Meeting

It was agreed the next meeting is to be held in February 2024 (not on the first or last day of the month).

CLOSURE

The meeting closed at 12.01 p.m.



Strata and Community Title Services

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for
COMMUNITY CORP.28367 INC 33 Warwick Street, WALKERVILLE, SA, 5081

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Alex Cronis
Body Corporate Manager

**Minutes of the Management Committee Meeting
COMMUNITY CORP.28367 INC**

| | | | |
|-----------------------------|---|------------------|--------------------------|
| Meeting Date | 25 July 2023 | | |
| Meeting Location | The Watson, Ground Floor Boardroom, 33 Warwick Street, WALKERVILLE, SA, 5081 | | |
| Time | 10:00 AM | Closed: 11:55 AM | |
| Lots Represented | 6 | D Kayser | Electronic vote |
| | 50 | S De Jong | Committee member present |
| | 509 | D Spyrou | Committee member present |
| | 520 | R M McMahon | Committee member present |
| | 902 | P Lowe | Committee member present |
| | 911 | G A Webster | Committee member present |
| | 911 | B Quagliarella | Committee member present |
| Chairperson | Mr R M McMahon | | |
| Additional Attendees | L Van Gogh – The Watson General Manager B Andres – The Watson Building Maintenance Manager A Cronis & A Daly – Whittles Body Corporate Management | | |
| Apologies | D Kayser B Reynolds | | |
| Quorum | The Body Corporate Manager declared a quorum was present | | |

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 Corporation's Agreement for disclosure of all its relevant interests.

Motion 2

Co-opt Committee Member

Ordinary Resolution

It was resolved that in accordance with the provisions of s97 of the *Community Titles Act 1996*, the Management Committee resolved to co-opt L Van Gogh into the vacant position of Secretary.

Motion CARRIED.

| | | |
|---|----------------------------|--|
| Motion 3 | | |
| Acceptance of Minutes | Ordinary Resolution | |
| It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 31 MAY 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. | | |
| Motion CARRIED. | | |

| | | |
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| Item 4 | | |
| Leaks - Apt 814 & 822 | | |
| Lead Construct have been instructed to repair the cause of the leaks at apartment 814 and 822. Leaks have been caused from common property issues relating to apartment 901 and 907 balconies above. | | |

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| Item 5 | | |
| Leaks in Lifts - Lifts 3 & 4 and 1005 - Roof Leak | | |
| B Andres found the leaks in the lifts and 1005 to be caused by the waterproofing on the roof. In order for the waterproofing to be addressed, 4 x tanks need to be temporarily removed from the roof and re-instated and the exhaust for lift # 3 also needs to be removed. Quotes are being sought to remove 4 x tanks from the roof and for waterproofing the whole roof. A quote has also been obtained from Climat to remove exhaust (for lift #3) from the roof. Once all quotes are received, they are to be forwarded to the committee for instructions. | | |

| | | |
|--|--|--|
| Item 6 | | |
| Apartment 115 Balcony - Tiles Popping | | |
| The Agent for Apartment 115 advised the balcony tiles are popping. A quote was obtained from Lead Construct. As this items is on the defect list the Body Corporate Manager was instructed to refer this matter to Magryn Engineers. | | |

| | | |
|---|--|--|
| Item 7 | | |
| Apartment 116 - Balcony Tiles Leaking | | |
| It was noted Apartment 116 balcony tiles are causing leaks into carpark #27. A quote was obtained from Lead Construct. As this item is on the defect list the Body Corporate Manager was instructed to refer this matter to Magryn Engineers. | | |

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| Item 8 | | |
| Pool Deck Repairs - In Progress | | |
| It was noted that pool deck repairs are almost finished around apartment 232, 233 and 234. Quotes are being sought to repair the resultant damage inside the apartments. | | |

| | | |
|--|--|--|
| Item 9 | | |
| Apartment 804 Leak - In Progress | | |
| The cause of the water leaks into apartment 804 have been repaired. The Insurance Assessor is organising the resultant damage repairs. | | |

| | | |
|---|--|--|
| Item 10 | | |
| Deep Pit Access | | |
| KONE advised deep pit access is required to access the lifts and provided a quote. The Body Corporate are awaiting a quote from RIS. AHS declined to quote. | | |

| | | |
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| Item 11 | | |
| Pool Heating | | |
| <p>Further to a request from an owner, quotes were obtained for pool heating options from Poolwerx and Swimtech. Both companies quoted on a heat pump system. Both quotes do not include electrical work.</p> <p>The committee instructed the Corporation Manager to include this item on the AGM agenda under general business for discussion. The Corporation Manager was also instructed to obtain information relating to ongoing costs for electricity, maintenance and lifespan of the unit. Other items to be considered are the irresponsible use of electricity (i.e. not very environmentally friendly) and the potential impact on surrounding apartments from the anticipated increased use of the pool.</p> <p>Gym Opening – The request to have the gym open at 5am was not supported due to the impact it would have on surrounding apartments.</p> | | |

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| Item 12 | | |
| Extra Outdoor Cushions | | |
| Cushions were recently replaced on the outdoor furniture. B Andres found some extra outdoor furniture that was stored at the building and a quote was obtained from Reality Furniture to replace these cushions as well. The committee agreed not to proceed with this quote. | | |

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| Item 13 | | |
| Boom Gates | | |
| Quotes were obtained from Dormakaba, All Doors and Integrity to replace the boom gates. After discussion the committee instructed the Body Corporate Manager to proceed with the quote from All Doors which also included battery back up. | | |

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| Item 14 | | |
| Lift Fob Access | | |
| Further to the previous committee meeting, quotes were obtained to install fob access to the lifts from KONE (cabling) and Vintech (readers & security system). Residents would call the lift as usual (press button) but then use a fob once inside the to access their floor. The committee felt that security of the building was important and instructed the Body Corporate Manager to place it on the AGM agenda. The Body Corporate Manager was also instructed to obtain a quote for a fob reader to just call the lift. This is to be included in the agenda. | | |

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| Item 15 | | |
| Lot 1003 - Arrears | | |
| R McMahon advised the lawyer for the Corporation was attending a hearing today in relation to the arrears at Lot 1003. An update will be sent by the lawyer shortly. Further site inspections have taken place. | | |

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| Item 16 | | |
| Defect Meeting Magryn - Quote Attached | | |
| The committee reviewed the quote from Magryn Engineers to conduct a site inspection and prioritise defects for future review and remediation. After discussion the committee instructed the Body Corporate Manager to proceed with the quote. Once received, the Corporation will work through the priorities by obtaining quotes. | | |

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| Item 17 | | |
| Garden Clean Up | | |
| It was noted the initial garden cleanup has been completed by Nomadic. Nomadic Homes and Garden have provided a quote to maintain the gardens along with information relating to the irrigation. The committee instructed the Body Corporate Manager to proceed with the quote from Nomadic to maintain the gardens and B Andres is to obtain a quote for the irrigation from Nomadic. | | |

| Item 18 | | |
|--|--|--|
| Financial Statement - Budget and AGM Minutes (attachment included) | | |
| <p>AGM - as discussed above, security lift access and pool heating is to be added to the agenda along with the Presiding Officer's report. Committee members agreed to nominate for the committee at the AGM. The proposed dates for the meeting are:</p> <ul style="list-style-type: none">• AGM 5.9.2023 at 5.30pm at the Watson• Reconvened AGM 12.9.2023 at 12noon at the Watson <p>Budget – The Corporation Manager was instructed to include a transfer of \$250,000 from the Admin Fund to the Sinking Fund in the proposed budget, and then to place the money into a term deposit. This would keep enough money in the Admin Fund to cover the insurance premium. Contributions for the Admin and Sinking Fund were proposed to remain the same.</p> <p>Electricity - The electricity contract expires in December 2023 and the Corporation Manager has been liaising with an Electricity Broker for a new contract.</p> <p>Pool Glass Fencing – it was noted cleaning stopped during Covid-19. The Body Corporate Manager was asked to obtain a quote for the old scope plus the gym windows from Professional Window Cleaners. The quote is to be provided to the committee for instructions. It was generally agreed that the cleaning should happen during October to March.</p> <p>Rubbers around glass balustrade level 9 – G Webster noted the glass on the balustrade slips down. Quotes are to be obtained for new rubber seals and/or a shoe to be fitted at the bottom.</p> | | |

| Item 19 | | |
|---|--|--|
| Next Meeting & Closure | | |
| <p>The next meeting is to be held at a time and date to be advised.</p> | | |

MINUTES
of the Management Committee Meeting

of

Community Corporation 28367 Inc.
33 WARWICK STREET, WALKERVILLE

held

at The Watson
Ground Floor Boardroom
33 Warwick Street
WALKERVILLE SA 5081

on Wednesday, 31 May 2023 at 10:00 AM

PRESENT

In Person

Lot 50 S Sharma, S De Jong, B Reynolds
Lot 509 Mr D Spyrou
Lot 520 Mr R M McMahan
Lot 903 Ms P Lowe
Lot 911 Mr G A Webster

By Proxy

Lot 6 Semi-Controlled Chaos Pty Ltd rep'd by D Kayser represented by
proxy to Whittles
Mr B Quagliarella via proxy to S De Jong

In Attendance

Alex Cronis & Adele Daly representing Whittles Strata & Community
Corporation Managers
B Andres - Facilities Manager

Apologies

Mr D Kayser
Mr B Quagliarella

PROCEEDINGS

PRESIDING OFFICER

Mr R McMahan, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

Quorum

The Corporation Manager declared that a quorum was in attendance by presence or proxy, with 9 of the 10 members being represented.

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 Corporation's Agreement for disclosure of all its relevant interests.

NOTICE OF MOTION / PURPOSE OF MEETING

1. Minutes(Ordinary Resolution)

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 1st March 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Motion Carried

Casual Vacancy on Committee

S De Jong advised S Sushant will be leaving the committee on 15 June 2023 to pursue work interstate. The Corporation Manager advised that as the AGM is due shortly, the position can remain vacant until a suitable replacement can be appointed at the AGM.

2. Defects - Meeting with Magryn Engineers - 5 July 2023

Further to a meeting between A Cronis, A Daly, S Sushant and B Andres regarding how to action the defect list, a meeting has been set with Terry Magryn of Magryn Engineers for the 5 July 2023 (at not cost) to discuss strategies to address the defect list. An update will be provided to the committee after the meeting. The meeting has been delayed due to several persons being on leave.

3. Pool Deck - Works Have Started

Lead Construct has started the pool deck repairs. Unfortunately they are being held up due to the wet weather. The committee instructed the Corporation Manager to proceed with the tile selection proposed by Lead Construct.

4. Cushion Theft - Trial Change to Door Times

Due to a recent cushion theft from the common area, the rear door locking time has been changed and will remain locked from 5pm to 7am each weekday (access via fob). This new time is working well. It was noted that at the moment there is no lock on level 1. The committee instructed the Corporation Manager to proceed with installing a lock on level 1 (the same as level 2) as a deterrent.

5. Security Incident

The correspondence regarding a security incident at apartment 804 and its suggestions were discussed by the members present.

The committee advised it has no intention of removing the 7 day a week night-time security.

The committee do not feel altering the start time for security to 9pm will reduce incidents as they can occur at any time.

All lights have been fixed at the front and quotes are being discussed to repair bunker lights, install extra cameras in the blind spots and improve lighting at fire exits. As well as the measures taken above in item # 4 with changing the lock time of the rear door. The committee will also look into restricting lift access for owners/residents to only the apartment floor and levels 1 and 2. The Corporation Manager was instructed to obtain a quote for this.

The Corporation Manager was instructed to advise the owner of apartment 804 of the above.

6. Boom Gates Quote

The gears to the boom gates in section 2 and 3 are wearing out and the boom gates need to be replaced. It was noted parts cannot be replaced, the whole mechanism need to be replaced due to the mechanism being obsolete. A quote from Integrity Doors & Engineering for \$10,151.90 was considered. The Corporation Manager was instructed to obtain an alternative quote/s in accordance with the procurement policy for the above and to confirm if current remotes could still be used.

7. Pool Booking System

The committee discussed the proposal from the owner of Lot 111 to implement a booking system for the pool. This proposal was not supported as the building is multi use (Hotel and Residential) and it was felt people would not like to be told when they can use the pool. The intention of the facility is that it is for common use. The Corporation Manager was instructed to advise Lot 111 of this.

8. Pool Heating (Attachment)

The committee discussed the request from the owner of Lot 111 to upgrade pool heating. It was noted the pool is currently solar heated which has limitations. Options discussed were to install a thermal pump or gas heating. The Corporation Manager was instructed to obtain quotes for the above heating options (and any others) which are to include the continual costs for energy and maintenance. Other factors to be considered are environmental and health.

9. Debt Payment Plan - Apartment 503

The committee discussed the debt payment plan proposed by the owner of Lot 503 and advice from a debt collection agency.

The Corporation Managers was instructed to advise the owner of Lot 503 to pay all outstanding Corporation contributions upfront plus 50% of fees/interest within the next 30 days. If these conditions are met, the committee will consider waiving the fees/interest. Failure to meet these conditions, the committee will instruct the Corporation Manager to place your debt and all associated fees into recovery.

10. Term Deposit

The Corporation Manager was instructed to have the two (2) expiring term deposits with NAB for 4.55%. The amounts are to be kept split.

11. Garden Initial Clean Up

Members generally agreed the initial clean up test area looks excellent. Now that the Corporation know the area belongs to the Corporation, 3 quotes were sought for an initial clean and discussed by the committee from Summit Landscape \$1,925, Property Maintenance Plus \$9,130 and Nomadic \$3,196.88 (price includes mulching the area).

The Corporation Manager was instructed to proceed with the quote from Nomadic for \$3,196.88 to clean up the area and mulch. The Hotel confirmed it is to maintain the area after this.

12. Drains in Carpark

Quotes were sought to install drains in the car park (to allow the Hotel to clean the car park) from Bevan Plumbers \$9,138 and Jordan Plumbers \$42,066.20. The Corporation Manager confirmed that whilst there was a large difference in quotes, the quotes were for the same works.

The Corporation Manager was instructed to proceed with the quote from Bevan Plumbers for \$9,138.

13. Additional CCTV camera installation

Further to recent bike thefts, a quote was obtained from Austronics to install 4 additional cameras at the building to cover the blind spots. Members resolved to proceed with the quote from Austronics.

The Corporation Manager was instructed to proceed with the quote from Austronics for \$6,220. This item was also discussed in item # 5.

Other Business

Bunker Lights

As touched on in item #5, quotes were obtained to replace 12 external lights from Electric Environs \$2,442.36 and Phase Blue \$4,279. Members resolved to proceed with these works.

The Corporation Manager was instructed to proceed with the quote from Electric Environs, being the cheaper quote for \$2,442.36.

Pool Chlorination

It was noted the pool chlorinator is original and in need of replacement. Quotes were obtained from the current contractor Poolwerx \$8,826.95 and Swimtech \$10,978. Swimtech's quote also includes a 4 year warranty compared to Poolwerx 18 month warranty. After discussion the Corporation Manager was instructed to proceed with the quote from Swimtech. B Andres also advised the pool will need to be shut down in July 2023 to facilitate emptying the pool and replacing tiles. B Andres is to provide the Corporation Manager with two weeks notice so a sign can be placed in the area to notify residents.

Lift upgrade to 4G

The Corporation Manager advised the lift emergency phone cellular gateway is currently on the 3G network. The 3G network will be switched off in December 2023, therefore the lift phones need to be upgraded to the 4G network. KONE Elevators have provided a quote for this upgrade and as they installed the previous system they are the only contractor who can perform this work. It was resolved that this is essential and needs to be completed. The Corporation Manager was instructed to proceed with the quote from KONE Elevators for \$5,883.77.

It was also noted B Andres has found the water leak that has been affecting lift # 3. B Andres is obtaining quotes. It was also noted a leak affecting lift # 4 may require repairs to the roof membrane.

Carpet Cleaning

It was noted common area carpet cleaning was paused during Covid and the after the carpet replacement but it was agreed this should resume again on all 9 levels.

Quotes were obtained from MacLeans \$3,300 and Triple C \$4,400.

The Corporation Manager was instructed to proceed with the quote from MacLeans. The carpets are to be reviewed again in 5 months time to determine when to perform the next clean.

LED Lights Grant

B Andres advised the Council has closed the application.

Farewell

S De Jong expressed his appreciation for S Sushant's work at the building. Committee members agreed with this.

14. Next Meeting

It was agreed the next committee meeting will be held in July 2023. The Corporation Manager is to advise the date and time once confirmed.

CLOSURE

The meeting closed at 11.45 a.m.

MINUTES
of the Management Committee Meeting

of

Community Corporation 28367 Inc.
33 WARWICK STREET, WALKERVILLE

held

at The Watson
Ground Floor Boardroom
33 Warwick Street
WALKERVILLE SA 5081

on Wednesday, 1 March 2023 at 10:00 AM

PRESENT

In Person

Lot 6 Mr D Kayser
Lot 50 S Sharma & S De Jong
Lot 509 Mr D Spyrou
Lot 520 Mr R M McMahon
Lot 903 Ms P Lowe
Lot 911 Mr G A Webster

In Attendance

Alex Cronis and Adele Daly representing Whittles Strata & Community Corporation Managers
B Andres - Facilities Manager

Apologies

Ms E Davis
Mr B Quagliarella

PROCEEDINGS

PRESIDING OFFICER

Mr R McMahon, Presiding Officer presided over the meeting.

The Corporation Manager was requested to assist by conducting the meeting.

Quorum

The Corporation Manager declared that a quorum was in attendance by presence or proxy, with 7 of the 10 members being represented.

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 Corporation's Agreement for disclosure of all its relevant interests.

NOTICE OF MOTION / PURPOSE OF MEETING

Motion 1. Minutes(Ordinary Resolution)

That, in accordance with the provisions of Section 81(4)(b) of the Community Titles Act, the minutes of the last Management Committee Meeting held on 26/10/2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting with the following amendments to attendance:

E Davis via telephone

G Webster present

MOTION CARRIED

2. Road Subsidence - Quotes

The Corporation Manager read the e-mail response received from the Agent of the Woolworths building noting the "matter has been placed on hold" and added that a telephone conversation with the Agent in the morning revealed the leak into Woolworths that started this investigation is not coming from the road subsidence. The exact cause was not disclosed. The Agent also confirmed the new store manager is very aware of the trucks parking and has taken steps to stagger the deliveries. The Corporation Manager was asked to have the phone conversation confirmed in writing for our records. Members agreed the matter is closed for now.

3. Defects

The Corporation Manager confirmed that settlement monies had been received by the Corporation. The Corporation Manager was instructed to place this money into a Term Deposit.

It was suggested by Whittles Building Services Manager and Vince Tatarelli that the fire items from the defects list be attended to as a first priority. The Corporation Manager has requested a quote from FESSA to prioritize the list of works and provide a solution and quote for each defect. Members instructed the Corporation Manager to obtain a 2nd quote for this.

In regards to other defects, members instructed the Corporation Manager to meet with B Andres and possibly Magryn Engineers and Lead Construct to look at the list and prioritize structural and water ingress defects. Engaging a project manager to do this was also a suggestion.

4. Pool Deck Water Ingress - Report & Quotes to Tender & Oversee.

Quotes were tabled from Magryn Engineers and TMK to tender, oversee and sign off on works to the pool deck.

B Andres tabled quotes from Lead Construct (\$35,290) and Duratec (\$105,000) to complete the scope of works from Magryn's October 2022 report. After consideration the members instructed the Corporation Manager to proceed with the quote from Lead Construct with Magryn Engineers to oversee and sign off on the works. The owners of apartments 232, 233 and 234 are to be advised of the upcoming works.

Update on Weather Incident June 2022

B Andres tabled a quote from Lead Construct to complete repairs to apartment 902 which are affecting apartment 804. The quote also included repairs to apartment 615 which are an owners responsibility. B Andres was instructed to ask Lead Construct to separate the quote to only include 902. The Corporation Manager was instructed to obtain an alternative quote is to be sought for the works at 902 and the information distributed to the committee for a decision.

5. Lobby Lights

B Andres suggested the fluorescent lights in the entrance lobby be changed from cool white to a warm white to improve the ambience experience of the area when guests and residents arrive. B Andres advised he will be applying for a \$25,000 government grant to change fluorescent lights in the common areas to LED.

Discussion between members noted LED lights are cheaper to run and will save the Corporation money in the long term. It was also suggested that working fluorescent lights are not thrown away and are instead used in other areas. It was agreed by members to seek the grant first and then discuss replacement at the 2023 AGM.

Other Business

Car Park Clean

B Andres noted the last car park sweep/clean was completed in 2017 at a cost of \$4,000, with current quotes ranging from \$6,500-\$8,600 to perform a wet and dry clean. B Andres suggested the Corporation consider the installation of a drain on level 1 which would enable him to include regular the car park cleans to his schedule. B Andres was instructed to provide the information on the drain installation, frequency of clean and associated costs to the Corporation Manager who is to distribute to the committee for a decision.

External Ground Floor Painting

B Andres has obtained quotes to paint the external ground floor areas of the building. B Andres was instructed to send the quotes to the Corporation Manager to distribute to the committee for a decision.

Grounds

R McMahon noted the work outside by the entrance and car park looked good. G Webster asked who owns the land at the end towards the playground which is looking untidy and residents opposite have complained about. The Corporation Manager noted the area is listed on the Corporation's plan as 'Reserve 55'. The Corporation Manager was instructed to investigate and provide information to the committee. Members also instructed B Andres to proceed with grounds cleaning up to the park for one month to improve the look of the area.

Storage Lot 417

The owner of Lot 417 has proposed a solid over bonnet storage in his car park which does not meet the Corporation's standard of an open cage to reduce fumes and fire risks. The members instructed the Corporation Manager to advise the owner of Lot 417 that the committee does not support the current proposal, however he may wish to re-submit his proposal in line with the standard.

The Corporation Manager was also instructed by members to look into other cages that are allegedly not in line with the standard.

EV Charging

D Kayser asked if anyone had requested EV charging at the building. The Corporation Manager noted he had not received a request for the Watson. It was discussed that buildings have a finite electricity capacity when they are built, therefore only a surplus could potentially be used for EV with a high cost for installation. Because of this the solution for buildings is not an easy one. Many committees are pressuring Council to install EV charging stations.

It was suggested the Council could convert the playground into an EV charging station or the Council could lease the Department of Transport land and turn it into the car park for people in the area as well as install EV charging stations.

Pigeons

B Andres advised Pigeon control is an ongoing project with 400 Pigeons caught last month. It is proposed this continue every 6 months and a price is to be sought for this.

Lot 1003 Arrears

An update from the lawyer noted neither of the parties involved have provided their position and he has requested an update. The next Court date is scheduled for 7 March 2023.

NEXT MANAGEMENT COMMITTEE MEETING

It was agreed that the next meeting will be held on a date and time to be advised.

CLOSURE

The meeting closed at 11.40 a.m.

Community Corporation 28367 Inc.
At 33 WARWICK STREET, WALKERVILLE

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
03/10/17
AGM

Details of Resolutions

Penalty Interest on Arrears

Motion: THAT pursuant to section 114(4)(b) of the Community Titles Act 1996, the Corporation resolves to charge interest on any amount payable to the Corporation by the registered proprietor or proprietors of a Strata Lot comprised in Community Corporation Plan No. 28367 (Lot holder) or the occupier of a Strata Lot comprised in Community Corporation Plan No. 28367 (Occupier) that is outstanding after the due date for payment at the maximum rate of interest payable pursuant to regulation 19 of the Community Titles Regulations 2011.

Members resolved to accept the resolution in relation to penalty interest.

Moved: David Kayser

Seconded: Simon Lane

Votes in favour 215

Votes against NIL

Abstentions 2

Declared motion carried

Debt & Cost Recovery

Motion: THAT the Corporation resolve and ratify the direction to the Manager to recover outstanding fees and charges payable to the Corporation by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and SACAT and THAT the Manager may on behalf of the Corporation recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the Manager and or the Corporation (including its agents, delegates and employees but not including the personal time cost of any person acting in an honorary capacity, including the Chairman or a member of the Management Committee of the Corporation) arising out of any default or breach by any Lot holder or Occupier, of any obligation under the bylaws of the Corporation (By-laws) and or the Community Titles Act 1996 and THAT the Corporation directs and ratifies the direction to the Manager to instruct solicitors to act on behalf of the Corporation in such proceedings.

Members resolved to accept the resolution in relation to Debt and recovery.

Moved: Peter Dunstone

Seconded: Margaret Vagnarelli

Votes in favour 212
Votes against NIL
Abstentions 5
Declared motion carried.

Enforcement Proceedings - Resolution

Motion: THAT the Corporation direct and ratify the direction to the Manager to commence, continue and resolve proceedings in a Court of competent jurisdiction regarding a default or breach of the By-laws, or of any obligation under the Community Titles Act 1996, by any Lot holder or Occupier that causes danger to any Occupier or interferes with the use of any other Strata Lot comprised in Community Corporation Plan No. 28367 (Lot) and THAT as part of those proceedings the Corporation may recover as a debt due from the lot holder or Occupier in default or breach, the costs, charges and expense incurred by the Manager and or the Corporation (including its agents, delegates and employees but not including the personal time cost of any person acting in an honorary capacity, including the Chairman or a member of the Management Committee of the Corporation) including but not limited to action AMCCI-16-1530 and THAT the Corporation directs and ratifies the direction to the Manager to instruct solicitors to act on behalf of the Corporation in such proceedings.

Members resolved to accept the above resolution in relation to enforcement proceedings

Moved: Maria Gonzalez
Seconded: Peter Dunstone
Votes in favour 157
Votes against NIL
Abstentions 60
Declared motion carried.

Complaints and Disputes Resolution Report

20 Complaints and Disputes Resolution Report

Members resolved to adopt the tabled complaints and disputes report.

Moved: Andrew Edsor
Seconded: Pauline Lowe
Votes in favour 200
Votes against NIL
Abstentions 17
Declared motion carried.

04/09/18 No Resolutions Recorded

09/10/19 No Resolutions Recorded

10/09/20
REC AGM No Resolutions Recorded

14/09/21
REC AGM No Resolutions Recorded

27/09/22 No Resolutions Recorded

Approval to Install a Tap to the Courtyard - Lot 117

12/09/23 That the Body Corporate authorises the owner of Lot 117 to install a tap within the courtyard of that Lot in order to clean tiles and water plants and keep drains clear.

04/09/24
REC AGM No resolutions were recorded

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 200/065/13

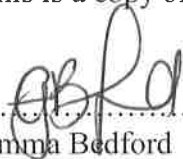
BY-LAWS

COMMUNITY PLAN NO. 28367

“THE WATSON”

33 WARRICK STREET, WALKERVILLE

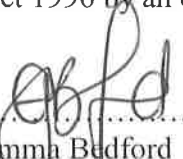
This is a copy of the by-laws referred to in the attached certificate.


.....
Emma Bedford

Secretary of the Community Corporation No. 28367 Incorporated
17 Newbon Street Nailsworth SA 5083

Date⁰⁸... December 2016

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by an officer of the community corporation.


.....
Emma Bedford

Secretary of the Community Corporation No. 28367 Incorporated
17 Newbon Street Nailsworth SA 5083

Date ..⁰⁸... December 2016

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

By-Laws
Development No. 200/065/13

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**TERMS OF INSTRUMENT
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LANDS TITLES OFFICE**

**By-Laws
Development No. 200/065/13**

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY CORPORATION NUMBER 28367 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

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

PART 1 - DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to these by-laws and unless the context otherwise requires, the expressions:

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

"Authorised User" means an owner or Occupier of a Hotel Lot, Residential Lot; Commercial or Retail Lot.

"Building" means the building (or buildings) erected upon the Community Parcel together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

"Common Property" means the Common Property created by the Community Strata Plan;

"Company" means Walkerville Developments Pty Ltd ACN 141 226 477 or any other related body corporate and their respective consultants, employees and agents;

"Corporation" means Community Corporation No. 28367 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Parcel" means the whole of the land comprised in the Community Strata Plan;

"Community Strata Plan" means Community Corporation Plan No. 28367;

"Development" means the development of a mixed use building on the Community Strata Plan for hotel, residential, serviced offices, restaurant and other uses;

"Hotel Business" means the hotel business operated at the Building;

"Hotel Guests" means any customers, invitees or guest of a Hotel Lot, from time to time;

"Hotel Operator" means the company from time to time operating and managing the Hotel Business;

"Hotel Lot" means a Lot on the Community Parcel used as part of the operation of the Hotel Business;

"Lot" means a Strata Lot comprised in the Community Strata Plan and shall include any lot subsidiary;

"Lot 1101 Occupier" means the occupier of Lot 1101 which on registration of the Community Strata Plan is Crown Castle Australia Pty Ltd ACN 090 873 019;

"Lotholder" means the registered proprietor or proprietors of a Lot and where the context allows includes the occupier of a Lot;

"Management Agreement" means any agreement appointing the Managing Agent pursuant to Section 75(5) of and Regulation 15 to the Act;

"Managing Agent" means the company for the time being appointed by the Corporation as its Managing Agent and a reference in these by-laws to the Corporation shall, where there is such a Managing Agent, be construed as a reference to that Managing Agent unless the context otherwise requires;

"Occupier" of a Lot includes, if a Lot is unoccupied, the Lotholder;

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"Retail Lot" means Lots 1 to 6 and Lots 29 to 32 on the Community Parcel used as retail premises, being premises for the conduct of any shop and/or hospitality business including a restaurant, café, retail, artist studio/shop or other related use;

"Reception Lot" means Lots 50, 60, 61 and 62 on the Community Parcel;

"Rec Area" means that portion of the Common Property on the second floor of the building comprising the pool, sundeck and gym areas;

"Residential Lot" means a Lot in the Community Parcel used as a residence, (including under a lease) but not as a hotel, motel, hostel or other form of Temporary Accommodation;

"rules" means the rules made by the Corporation pursuant to the powers contained in these by-laws;

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;

"Serviced Office Lot" means a Lot on the Community Parcel used as serviced offices;

"Sign" means an advertisement, notice, sign, or hoarding;

"Telecommunications Leases" means the leases between the Company and the Lot 1101 Occupier which were entered into on or before registration of the Community Strata Plan;

"Temporary Accommodation" means any accommodation provided for less than 6 months.

Unless the contrary intention appears the following principles of interpretation apply:

- 1.1 a reference to an instrument includes any variation or replacement of it;
- 1.2 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;
- 1.3 the singular includes the plural and vice versa;
- 1.4 the word "person" includes a firm, a body corporate, an association or an authority;
- 1.5 words of any gender include every gender;
- 1.6 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns;
- 1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- 1.8 headings are inserted for convenience and do not affect the interpretation of these by-laws;
- 1.9 the obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these by-laws in respect of the person or persons to whom they are given;
- 1.10 without limiting the foregoing, these by-laws shall be read subject to the rights of the Company to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
 - 1.10.1 allowing invitees to have access to the Common Property in the company of a representative of the Company;
 - 1.10.2 placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and
 - 1.10.3 the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development or any other development being marketed or promoted by the Company outside the Community Parcel;
- 1.11 without limiting the foregoing, these by-laws shall be read subject to the rights of the Company or any builder associated with the Development to carry out the following activities until the Development is completed:
 - 1.11.1 any surveying, engineering and construction works on the Community Parcel;
 - 1.11.2 any repair, rectification or modification works; and
 - 1.11.3 any other works associated with the construction and completion of the Development or any other development being developed, marketed or promoted by the Company outside the Community Parcel;

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- 1.12 the meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions; and
- 1.13 if the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed, and the remainder of these by-laws will have full force and effect.

PART 2 - MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
- 2.2.1 the appointment of a Managing Agent pursuant to by-law 2.3;
- 2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000; and
- 2.2.3 the Corporation's obligations regarding insurance under the Act.
- 2.3 The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as it considers reasonably appropriate.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their invitees.

PART 3 - COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- 4.1 place, keep or store any chattel or item - including any laundry or any bicycle or other vehicle - on or about any part of or in the Community Parcel, including on or from any balcony;
- 4.2 make or allow their visitors to make undue noise in or about the Community Parcel except that in the case of a Retail Lot this by-law 4.2 shall not prohibit the level of noise generally expected of or from the level of business or activities carried on at the Retail Lot;
- 4.3 interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- 4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other Lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- 4.6 damage or deface any building or sign or structure on the Community Parcel;
- 4.7 disobey reasonable directions or requests from an officer of the Corporation;
- 4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, use any portion of the Community Parcel for retail, commercial or hotel purposes without the consent of the Corporation;
- 4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- 4.10 obstruct any persons lawful access to any Lot or to the Common Property;
- 4.11 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- 4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose (if any) and fitted with bicycle racks;
- 4.13 rollerblade, roller-skate or ride a skateboard;

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- 4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for that purpose;
- 4.15 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time;
- 4.16 other than in accordance with these by-laws, erect or fix any sign or item to any part of the Common Property or a Lot where it can be seen from any exterior position, except as required by law
- 4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise tinted without approved authorisation from the Committee.
- 4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.20 install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
- 4.20.1 extends outside the boundaries of a Lot; or
- 4.20.2 is located on any balcony; or
- 4.20.3 protrudes from any building or balcony forming part of a Lot, without first obtaining the written consent of the Corporation;
- 4.21 without limiting by-law 4.20 but subject to any lease, licence or other right granted in accordance with these by-laws or the Scheme Description, affix a satellite dish to any part of the Common Property;
- 4.22 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- 4.23 without the prior written consent of either the Corporation or the Managing Agent, and other than on a Retail Lot, have an event or party for more than 20 people in their Lot and/or the Common Property. The Owner or Occupier acknowledges that if the Corporation or the Managing Agent does provide its consent then the Owner or Occupier will be responsible for all cleaning costs, security costs and other reasonable expenses incurred by the Corporation as a consequence of or in relation to the event/party;
- 4.24 **dispose or permit the disposal of cigarette butts, cigarette ash or any other material over or through any balcony or out any window or in Common Property; and**
- 4.25 **on or about any balcony or any part of the Common Property place, keep or store any furniture or other item – including a barbeque – which is not in the opinion of the Corporation or the Managing Agent in keeping with such items provided by or on behalf of the Company and transferred to the initial purchaser of the relevant Lot by the Company – and if the Corporation or the Managing Agent by notice to the Owner or Occupier states that an item does not comply with this by-law, the person to whom that notice is addressed must remove that item within 5 days or such other period nominated in the notice.**
- 4.26 The Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:
- 4.26.1 the Community Corporation and
- 4.26.2 any relevant government authority.
- 4.27 Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s).
- 4.28 The Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law 4.26 shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.
- 4.29 Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.
- 4.30 It shall be a condition of any consent of the Corporation pursuant to by-law 4.26 that any Sign shall be produced by a sign-writer approved by the Corporation.

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- 4.31 The following are strictly prohibited:
- 4.31.1 paper or cardboard signs;
 - 4.31.2 transfers or stickers;
 - 4.31.3 exposed fixings;
 - 4.31.4. exposed wiring, ballasts;
 - 4.31.5. moving or flashing signs;
 - 4.31.6. animated signs or models;
 - 4.31.7. "A" frames or similar signs; and
 - 4.31.8. static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

5. Storage of Flammable Liquids

A Lotholder or Occupier of a Lot must not:

- 5.1 except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for purposes usually associated with the hotel or residential use or in the fuel tank of a motor vehicle; or
- 5.2 do or permit anything, which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation;

PROVIDED HOWEVER that nothing in by-law 5.1 prohibits the Lotholder or Occupier of a Retail Lot storing on that Lot any flammable chemical liquid, gas or other flammable material for use in the business conducted from the Retail Lot.

6. Disposal of Garbage

- 6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided. A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- 6.2 Without limiting by-law 6.1, the Corporation may designate an area on the Common Property for the storage and collection of any rubbish or other material to comply with any waste management plan approved by a relevant authority.
- 6.3 The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law 19:
 - 6.3.1 the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (Refuse Room);
 - 6.3.2 all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;
 - 6.3.3 polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;
 - 6.3.4 paper is to be placed in the bins with yellow lids only; and
 - 6.3.5 hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Room(s), the Building, Common Areas or disposed of in waste bins. The cost of removal and disposal of any hard rubbish, crates or unwanted furnishings shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- 7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- 7.2 the structural and functional integrity of any part of the Common Property is impaired; or

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7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

8. Retail Premises

A Lotholder or Occupier of a Lot must not without the consent of the Corporation operate any business from any Lot that is not a Retail Lot for those purposes for which a Retail Lot is to be used:

- 8.1 on any Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or
- 8.2 unless the Scheme Description or these by-laws expressly states that the Lot may be used for such purposes; and
- 8.3 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

9. Hotel Premises

- 9.1 A Lotholder or Occupier of any Lot must not, without the consent of the Hotel Operator: Use any Lot as a hotel, motel or hostel or for any other form of Temporary Accommodation
- 9.2 The Hotel Operator must provide to the Corporation a register of all Lots forming part of the Hotel Business on request of the Corporation.

PART 4 - COMMON PROPERTY

10. Corporation to Keep Common Property in Good Repair

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

11. Prohibited Activities

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

- 11.1 sleep overnight;
- 11.2 any game or sport of any kind;
- 11.3 carry on any business except with the consent of the Corporation or except uses incidental to the retail, hotel and office uses on the Community Strata Plan;
- 11.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
- 11.5 carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;
- 11.6 obstruct any corridor, hallway, passage or other access way;
- 11.7 obstruct the lawful use of the Common Property by any person;
- 11.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- 11.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- 11.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the consent of the Corporation;
- 11.11 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
- 11.12 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

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12. Security of Common Property

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

13. Notification of Defects

A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

14. Compensation to Corporation

A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.

15. Restricted Use of Common Property

The Corporation may take measures to ensure the security, and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

- 15.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- 15.2 permit to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
- 15.3 restrict by means of a Security Key the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

PART 5 - USE OF COMMUNITY LOTS

16. Good Repair

A Lotholder must:

- 16.1 maintain the Lot in good repair;
- 16.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 16.3 carry out work required by the Corporation in respect of the Lot;
- 16.4 maintain and repair any tiling on the Lot balcony and if applicable in the bathroom and kitchen of the Lot;
- 16.5 keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - 16.5.1 the Corporation resolves that it will keep the glass or specified party of glass clean; or
 - 16.5.2 that glass or party of the glass cannot be accessed by the Lotholder safely or at all.

17. Use of Lot

A person bound by these by-laws:

- 17.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 17.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 17.3 must allow the Corporation, access to the Lot for the purpose of carrying out maintenance;
- 17.4 must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 17.5 must subject to the Act and these by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- 17.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 17.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;

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- 17.8 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 18;
 - 17.9 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
 - 17.10 must take every reasonable precaution when watering plants on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
 - 17.11 must surrender all Security Keys belonging to the Lot or the building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
 - 17.12 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
 - 17.13 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
 - 17.14 must ensure compliance with fire laws in respect of the Lot;
 - 17.15 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy; and
 - 17.16 must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if it is absent for more than 7 days. The Corporation may remove such material if the Lotholder fails to comply with this by-law and charge a reasonable fee for doing so.
- 18. Renovation and Refurbishment of Lots**
- 18.1 A Lotholder or Occupier of a Lot shall not perform or carry out any prescribed work to or upon the Lot unless:
 - 18.1.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;
 - 18.1.2 such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
 - 18.1.3 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
 - 18.1.4 such person obtains the consent of the Corporation by special resolution at least fourteen days before the commencement of such prescribed work; and
 - 18.1.5 such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.
 - 18.2 The Lotholder shall ensure that:
 - 18.2.1 all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
 - 18.2.2 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - 18.2.3 all work is undertaken only between the hours of 8 am and 5.30 pm on Mondays to Saturdays other than public holidays;
 - 18.2.4 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - 18.2.5 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
 - 18.2.6 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - 18.2.7 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
 - 18.2.8 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such prescribed works is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
 - 18.2.9 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;

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- 18.2.10 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 Corporation; and
- 18.2.11 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 such person has obtained the consent of the Corporation, the person must insert an acoustic underlay, which has been approved by the Corporation between the floor and the hard floor covering.
- 18.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means:
- 18.3.1 the erection, alteration, demolition or removal of a building or structure;
- 18.3.2 the alteration of the external appearance of a building or structure;
- 18.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
- 18.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
- 18.3.5 the installation, removal or replacement of any flooring;
- 18.3.6 alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.

19. Moving Articles To and From Lots

The Lotholder or Occupier of a Lot shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot:

- 19.1 goods or furniture 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 Corporation;
- 19.2 goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;
- 19.3 the approval of the Corporation referred to in by-laws 19.1 and 19.2 must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Lot. Approval is to be sought by contacting the Corporation's representative at facilitymanagerthewatson@thewatson.com.au or (08) 7087 9666 or as otherwise notified by the Corporation in writing;
- 19.4 delivery or movement of goods and/or furniture to and from a Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays;
- 19.5 delivery or movement of goods and/or furniture to and from a Lot is not permitted on Sundays or public holidays;
- 19.6 the times outlined in by-law 19.4 are subject to the availability of a suitable lift designated by the Corporation;
- 19.7 only the designated lift fitted with protective covers may be used to move goods and/or furniture ;
- 19.8 delivery or movement of goods and/or furniture is not permitted through the main entry or foyer of the Building;
- 19.9 goods and/or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder and the Occupier;
- 19.10 the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the lift, entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;
- 19.11 care must be taken to ensure that any fire sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;
- 19.12 moving trucks are permitted to park in the loading zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture. The loading zone shall be reserved for the Lotholder or Occupier upon request (subject to availability);
- 19.13 if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation by facsimile to 08 7087 9667 or email to facilitymanagerthewatson@thewatson.com.au. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;
- 19.14 the Lotholder or Occupier must advise the removalist of the following requirements:

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- 19.14.1 the removalist must advise the reception staff of its arrival on (08) 7087 9666 or as otherwise directed by the Corporation prior to commencing delivery or movement of goods and/or furniture;
- 19.14.2 vehicles must be parked in the loading zone designated by the Corporation and must not block any road way; and
- 19.14.3 furniture or goods must not be stacked or placed against the lift doors, in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;
- 19.14.4 where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;
- 19.14.5 the lift, entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;
- 19.14.6 care must be taken to ensure that any fire sprinkler heads are not struck by any object; and
- 19.14.7 nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

20. Pets and Animals

- 20.1** *A Lotholder or Occupier of a Lot must not keep an animal or other living creature on his or her Lot other than with the prior written consent of the Corporation, which may be withheld, given or given with conditions at the Corporation's sole discretion.*
- 20.2** *Any permission given by the Corporation for a Lotholder or Occupier of a Lot to keep an animal or other living creature on his or her Lot may subsequently be withdrawn and may on more than one occasion be varied or have conditions imposed at the Corporation's sole discretion.*
- 20.3** *Nothing set out in this by-law 20 prevents or is intended to prevent:*
 - 20.3.1** *a Lotholder or Occupier of a Lot who suffers from a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal by the Occupier if the relevant animal is trained to assist the Occupier in respect of that disability; or*
 - 20.3.2** *a visitor to the Community Parcel who suffers from a disability from using a relevant animal trained to assist the visitor in respect of that disability.*

21. Leasing

Where a Lotholder leases a Lot the Lotholder must inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease.

22. Change in Ownership or Use

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, change in address of a Lotholder, or any change in use of a Lot.

23. Sale or Lease of Lot

Other than in accordance with by-law 1.10, a person bound by these by-laws who intends to sell or lease a Lot:

- 23.1 shall ensure that any person engaged to assist in the sale or leasing of the Lot is licensed as an agent under the Land Agents Act 1994 (Real Estate Agent);
- 23.2 shall only allow members of the public to inspect the Lot (Open Inspection) between 10.00am and 6pm Monday to Saturday (excluding public holidays);
- 23.3 shall not hold Open Inspections on Sundays or public holidays;
- 23.4 shall ensure Open Inspections are only conducted in respect of one Lot per hour to avoid confusion and minimise inconvenience to Lot holders, Occupiers and guests;
- 23.5 shall contact the Facility Manager no less than 48 hours prior to the requested Open Inspection time to book in the Open Inspection so that access arrangements can be made.

The Facility Manager shall be contacted at:
Email: facilitymanagerthewatson@thewatson.com.au
Phone: (08) 7087 9666;

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- 23.6 shall not cause, suffer or permit any signs advertising the sale or leasing of the Lot to be placed, located on or attached to the Common Property;
- 23.7 may cause, suffer or permit one (1) A Frame sign to be placed or located at the front entrance of the Hotel Lot and one (1) sign at the corner of Warwick Street, Walkerville and the driveway to the Hotel Lot no more than fifteen (15) minutes prior to the booked Open Inspection time;
- 23.8 shall ensure the Lotholder or their Real Estate Agent (and their agents and employees) use best endeavours to meet potential purchasers and or tenants in the foyer of the Hotel Lot;
- 23.9 acknowledges and agrees that the Hotel Operator's reception staff will not be required to assist with the direction of potential purchasers and or tenants to the Open Inspection;
- 23.10 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot; and
- 23.11 shall ensure in the event that a Lot is to be sold by auction on the Community Parcel, that the auction takes place wholly within the Lot so as to not cause disturbance to other persons on the Community Parcel.

24. Right to Enter Lot

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

- 24.1 to inspect a Lot;
- 24.2 to carry out maintenance repairs or work; and
- 24.3 to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

25. Observance of By-laws

- 25.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- 25.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

26. Indemnity and Release

A person bound by these by-laws shall:

- 26.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation; and
- 26.2 occupy and use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

27. Corporation May Make Rules

The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

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28. Removal of Persons

The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

29. Window Coverings

A Lotholder or Occupier of a Lot may install window furnishings to the interior of any windows in accordance with any one of the following four specifications without the need to obtain the consent of the Corporation:

29.1 Sunscreen Roller Blind

Manual, chain operated or motorised in one of the following colours:

white, off-white or cream;

29.2 Blackout Roller Blinds

Manual, chain operated or motorised in one of the following colours:

white, off-white or cream.

Window treatments, which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so PROVIDED HOWEVER the Lotholder or Occupier of a Retail Lot or Hotel Lot will not be required to comply with this by-law 29.

30. Retail Lot

30.1 Any provision of these by-laws which is inconsistent with paragraph 8.3 of the Scheme Description in its application to a Retail Lot shall be read as not applying to Retail Lots (but shall still apply with full force and effect to all other Lots).

30.2 Without limiting any other by-law, the Lotholder or Occupier of any Retail Lot must:

30.2.1 take out its own bins on each garbage collection day and bring the bins in as soon as is reasonably possible after the bins have been collected on each collection day;

30.2.2 avoid unnecessary noise when filling bins;

30.2.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;

30.2.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;

30.2.5 store all bins within appropriate areas of the Retail Lot or within the refuse area of the Common Property designated by the Corporation from time to time;

30.2.6 comply with all rules imposed by the Corporation from time to time in relation to rubbish removal and storage including in relation to:

30.2.6.1 volume;

30.2.6.2 responsibility for cleaning Common Property used or dirtied by the Retail Lot owner or Occupier;

30.2.6.3 not obstructing Common Property; and

30.2.6.4 control of odour and vermin;

30.2.7 comply with all health, noise and other regulations in carrying on the business from a Retail Lot;

30.2.8 not trade outside trading hours that are lawfully permitted from time to time;

30.2.9 not use or allow the use of a Retail Lot for living or sleeping;

30.2.10 immediately replace non-functioning lights inside or outside a Retail Lot;

30.2.11 ensure that the pedestrian passageway through a Retail Lot is open for pedestrian use at all times with sufficient security and lighting to ensure the safety of users;

30.2.12 use and permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Common Property and at such times as the Corporation may from time to time direct;

30.2.13 take reasonable steps to conduct its business (having regard to the nature of the business and the times and hours such business is permitted to and are normally open) in such a manner so as to minimise any disturbance to the owners and occupiers of Lots and/or their use and enjoyment of the Community Parcel including to the extent practical taking reasonable steps so that its customers and visitors do not cause undue noise (having regard to the noise generally expected from the business)

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or behave in a manner likely to disturb or cause offence or embarrassment to persons in other Lots or on the Common Property or otherwise engage in conduct that constitutes a nuisance;

30.2.14 comply with all applicable statutes, laws, ordinances, regulations by-laws etc imposed by any qualified authority in relation to a Retail Lot or the Occupier's business including without limitation laws relating to hygiene, occupational health, safety and worker's compensation, liquor and gaming licensing and planning and development;

30.3 The Lotholder of a Retail Lot:

30.3.1 may use in its name the words "*The Watson*" and/or any one or more or any combination of those words, ownership of which is vested solely in the Corporation, only with the prior written approval and subject to any conditions imposed by the Corporation; and

30.3.2 must incorporate in any lease granted in respect of the whole or portion of its Retail Lot the provisions of this by-law.

31. Reception Lot

Without limiting any other by-law, the Lotholder or Occupier of the Reception Lot must only use the Reception Lot for the purpose of a reception, and lobby, concierge office and storage in association with the Hotel Business.

32. Serviced Office Lot

Without limiting any other by-law, the Lotholder or Occupier of the serviced Office Lot must only use that Lot for the purpose of office (including the provision of services offices to the public).

33. Lease of Common Property

33.1 The Corporation must not without the prior written consent of the Lot 1101 Occupier, which consent may be given or withheld in the absolute discretion of the Lot 1101 Occupier or given conditionally or unconditionally by the Lot 1101 Occupier, grant a lease, licence or other right of occupancy over the Common Property or any portion of the Common Property to:

33.1.1 telecommunications service providers and/or the Company for the purpose of erecting, maintaining and operating mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes; and/or

33.1.2 owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating telecommunications equipment, communications equipment and/or television receiving devices that the particular Lotholder and/or occupier may require.

33.2 Subject to the provisions of the Act and by-law 33.1, by-law 49.1.1 and by-law 49.1.2, the Corporation may grant a lease or licence of a portion of the Common Property on such terms and conditions as the Corporation deems appropriate, in favour of one or more Lotholders, Occupiers) businesses or members of the public.

PART 6 – GENERAL

34. Insurance

34.1 The Corporation shall effect such insurance of the Common Property as is required under the Act for:

34.1.1 building and other improvements on the Common Property for their full replacement value; and

34.1.2 public liability in the sum of no less than \$10,000,000.00.

34.2 The Corporation shall also effect insurance for all buildings and/or improvements within the Community Parcel for their full reinstatement value.

34.3 Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.

34.4 Each Lotholder must not permit any of their invitees to do anything that may void, prejudice or increase any premium payable under insurance effected by the Corporation.

34.5 The Corporation will ensure that sufficient funds are obtained for the contributions to the administrative fund payable by the Lotholders to enable payment of the premium for the Policy of Insurance.

34.6 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.

34.7 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event.

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34.8 Proof of coverage by way of a copy of the Lotholder's current receipted insurance or policy shall be supplied to the Corporation on request.

35. Corporation's Rights and Powers - Unpaid Levies

35.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:

35.1.1 the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws, and

35.1.2 any costs that are ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.

35.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any Court of competent jurisdiction provided that, in respect of the Corporation's party and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 35.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.

35.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.

35.4 If when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.

35.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.

35.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder the Corporation may recover the amount spent as a debt in an action in any Court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

36. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

37. Sinking Fund

37.1 The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.

37.2 The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.

37.3 The following provision shall apply to any Sinking Fund established under this by-law:

37.3.1 the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;

37.3.2 that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and

37.3.3 any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

38. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

39. Security Keys

39.1 The Corporation determine the number of Security Keys it provides to each Lot free of charge, if any.

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- 39.2 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- 39.3 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lotholder or the Corporation.
- 39.4 A Lotholder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.
- 39.5 A Lotholder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.
- 39.6 The Hotel Operator may operate a separate arrangement for the provision of Security Keys to owners and Occupiers of Hotel Lots, including the installation of mechanisms for use of Security Keys on doors of Hotel Lots.

40. Rec Area

- 40.1 The Rec Area will be available for the use of all Authorised Users.
- 40.2 The Corporation may make rules in relation to the use of the Rec Area, including (without limitation) rules relating to the consumption of alcohol.
- 40.3 The Corporation may enter into agreements with third parties for the management, operation, maintenance and replacement of and the provision, leasing, licensing and/or hiring of services, goods and equipment to the Rec Area (including without limitation gymnasium and swimming pool plant and equipment), on such terms as the Corporation considers appropriate ("**Agreements**") and may incur various costs, expenses, fees and charges in relation to the management, operation, maintenance and replacement of the Rec Area including the costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment ("**Outgoings**").
- 40.4 The Corporation may grant the Authorised Users licences to access and use the Rec Area on such terms as the Corporation considers appropriate ("**Licences**"). Without limiting the foregoing, the Corporation may grant the Licences on the basis that no fee is charged for the use of and access to the Rec Area and instead a contribution is required from the Authorised Users towards the Outgoings.
- 40.5 Subject to the terms of the Agreements and Licences, the Corporation may make rules in relation to the use of and access to the Rec Area.
- 40.6 A Lotholder or Occupier of a Lot must not breach nor permit persons under his or her control to breach the rules as stipulated from time to time by the Corporation in respect of the use of and access to the Rec Area.
- 40.7 A Lotholder or Occupier of a Lot must wear appropriate clothing and suitable foot wear when using the Rec Area. All equipment in the gymnasium must be used with a towel and wiped down after use. No wet swimming apparel is to be worn outside the pool area.
- 40.8 No visitor, client or guest of a Lotholder or Occupier may enter or use the Rec Area unless accompanied by a Lotholder or Occupier of a Lot or the manager of the Rec Area (if one has been appointed) pursuant to this by law.
- 40.9 A Lotholder or Occupier of a Lot must not do anything that will prejudice the use of the Rec Area by the Authorised Users or that will result in a breach of the Licences by the Corporation.
- 40.10 The Rec Area will be open for use by Authorised Users between at least the hours of 06:30 am and 10.00 pm daily subject to any temporary closures for cleaning, repairs, maintenance or other necessary works.

41. Additional car parking area

- 41.1 The Corporation may purchase, licence or lease such land as it deems reasonably necessary (whether within the Community Parcel or not) and on such terms as the Corporation considers appropriate for the purpose of providing car parking to the Lotholders ("**Additional Car Park Area**").
- 41.2 The Corporation may charge the Lotholders a fee at its discretion for the use of such Additional Car Park Area.

42. Permits

- 42.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- 42.2 The Corporation shall have the power to grant permits in its absolute discretion (unless any by-laws provide to the contrary) to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.

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- 42.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- 42.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- 42.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.
- 42.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.
- 42.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

43. Provision of amenities or services

- 43.1 The Corporation may by Special Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots or to the Corporation:
- 43.1.1 security services;
- 43.1.2 cleaning;
- 43.1.3 garbage disposal and recycling services; and
- 43.1.4 electricity, water or gas supply.
- 43.2 If the Corporation makes a Special Resolution referred to in by-law 43.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot or to the Corporation, it must indicate in the Special Resolution the amount for which, or the conditions which, it will provide the amenity or service.

44. Lifts

Lifts installed within the Building must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer and no Occupier, Owner or visitor to the Building may use such Lifts contrary to those specifications.

45. Offences

A person who contravenes or fails to comply with the provisions of these by-laws shall be liable to a penalty to be imposed by the Corporation.

Maximum penalty: The maximum permitted by the Act

46. Breach

Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

47. Waiver

No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

48. Notice

Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if left on the Lot addressed to the Lotholder or if addressed to the Lotholder at the last known address of the Lotholder and forwarded by pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

49. Telecommunications Lot 1101

49.1 The Corporation, the Company and Lotholders acknowledge and agree that:

- 49.1.1 at all times, the Community Strata Plan, Community Parcel and these by-laws are subject to the rights of the Lot 1101 Occupier pursuant to the Telecommunications Leases;
- 49.1.2 the Company, Corporation and Lotholders must not sell, lease or licence or seek to use the Land or Building or any part of the Land or Building for the placement of other communications networks or

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communications services or both or grant a lease of Lot 1101 or the Common Property which is concurrent or superior to any existing right of the Lot 1101 Occupier to occupy Lot 1101 or the Common Property;

- 49.1.3 the Corporation must not seek to impose or levy any Corporation costs attributable to or in respect of any facilities, services or parts of the Common Property that are used exclusively for the benefit of the Lot 1101 Occupier; and
- 49.1.4 the Lot 1101 Occupier is not required to comply with any by-laws which derogate from the rights under the Telecommunications Leases including but not limited to by-laws 18.1, 18.2, 21 and at all times the by-laws are subject to the rights of the Lot 1101 Occupier pursuant to the Telecommunications Leases.
- 49.2 Despite any other by-law, the Corporation, the Company and the Lotholders at all times acknowledge and agree that the Lot 1101 Occupier has the exclusive privilege to:
- 49.2.1 install telecommunications equipment and facilities to those parts of the Common Property floors and walls adjoining the boundaries of Lot 1101;
- 49.2.2 install ancillary support structures, electricity supply, telecommunication connects and other facilities for the telecommunication equipment and facilities to the Common Property throughout the Building;
- 49.2.3 operate the telecommunication equipment and facilities throughout the Building; and
- 49.2.4 carry out the commercial activity of leasing and licensing the telecommunications equipment and facilities throughout the Building.
- 49.3 The Corporation consents to the Lot 1101 Occupier exercising its rights pursuant to this by-law 49 and the Telecommunications Leases.
- 49.4 The Corporation, the Company, the Lotholders and the Lot 1101 Occupier acknowledge and agree that:
- 49.4.1 in order to maintain certain Common Property located on the tenth floor of the building and the roof abutting (including, but not limited to, service infrastructure, plant and pipework) ("**Common Property Infrastructure**"), access is required within and through Lot 1101 by the Corporation; and
- 49.4.2 without limiting by-law 24 but subject to by-laws 49.5, 49.6 and 49.7, the Corporation is permitted by the Lot 1101 Occupier and has the right at all reasonable times and on giving the Lot 1101 Occupier reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon or pass through Lot 1101 for the purpose or in the course of carrying out the functions or duties of the Corporation to carry out any maintenance, repair, replacement or upgrade of any Common Property Equipment.
- 49.5 In accessing Lot 1101 pursuant to by-law 49.4.2, the Corporation must not cause any undue interference to the Lot 1101 Occupier's telecommunications facility at Lot 1101 (except in cases of emergency, whereby the Corporation must use its best endeavours to minimise any interference to such telecommunication equipment).
- 49.6 The Corporation releases to the full extent permitted by law the Lot 1101 Occupier and its agent, contractors and employees from all claims and demands of every kind resulting from any accident, damage (including damage to property or loss arising from such damage), death or injury occurring in on, or near the Common Property or as a result of the use of the Common Property or presence of the Common Property Equipment except to the extent that any accident, damage, death or injury is caused by the Lot 1101 Occupier's wilful or negligent act or omission.
- 49.7 The Corporation indemnifies the Lot 1101 Occupier against all costs, liability, claims, loss or damage incurred or suffered in respect of any loss, damage (including damage to property or loss arising from such damage) or injury to persons in, on or near any party of the Common Property or as a result of the use of the Common Property or the presence of the Common Property Equipment to the extent caused by the Corporation or its agents, contractors or employees except to the extent that any accident, damage, death or injury is caused by the Lot 1101 Occupier's wilful or negligent act or omission.
50. **Air conditioning plant**
- 50.1 Air conditioning equipment (including condensers) providing air conditioning services exclusively to individual Lots may be situated on the Common Property.
- 50.2 In the event that any air conditioning equipment referred to in by-law 50.1 or any part of it is situated on the Common Property:

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- 50.2.1 the owner of the equipment (being the relevant Lotholder) will have an easement appurtenant to the Lotholder's Lot over the Common Property pursuant to section 24(1)(c) of the Act;
- 50.2.2 without limiting by-law 16, the owner of the equipment (being the relevant Lotholder) must keep such equipment in good repair and condition; and
- 50.2.3 where any maintenance, repairs, renewal, cleaning or replacement of such equipment is of a capital or structural nature, the Corporation may (without any obligation to do so) elect to execute the works on the Lotholder's behalf, in which case the Lotholder must pay all the Corporation's costs in respect of carry out such works promptly after receiving notice from the Corporation.

Orig. LF 12192963



16:07 4-Sep-2014
3 of 4 Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

| |
|------------|
| Prefix |
| LF |
| Series No. |
| 3 |

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Minter Ellison MIEL

Correction to: Minter Ellison MIEL

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

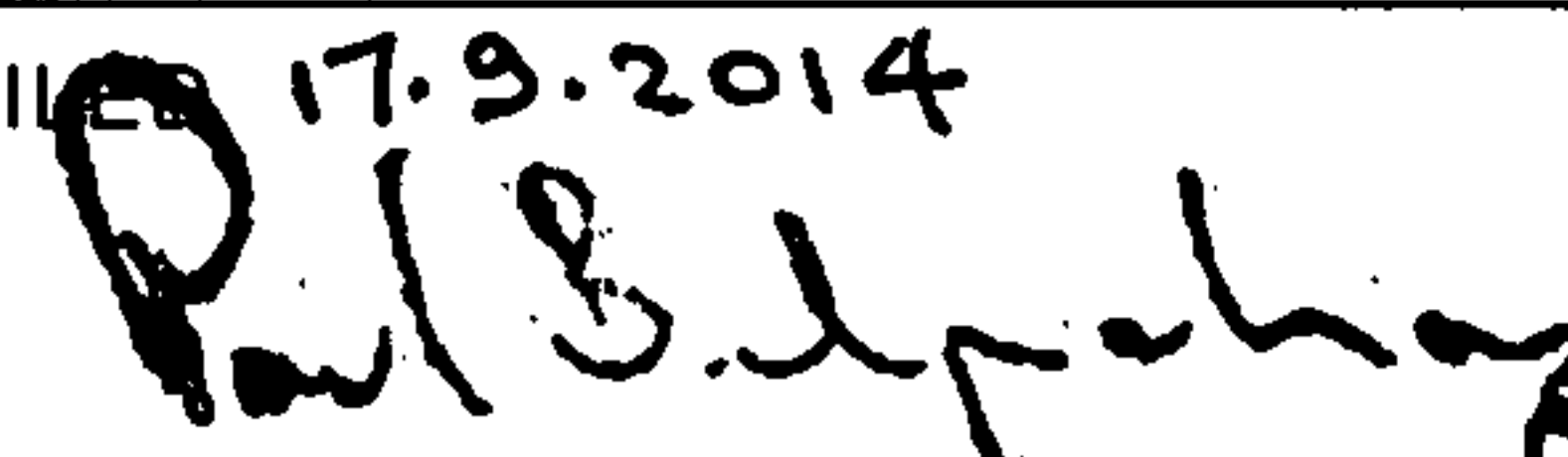

1.
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4.

10:19 10/09/2014 02-019587
REGISTRATION FEE \$137.00
TRANSACTION FEE \$15.00

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

| ITEM(S) | AGENT CODE |
|---------|------------|
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| PICK-UP NO. | |
| CP | |

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| CORRECTION | PASSED 17 |
| FILED 17.9.2014   Pro REGISTRAR-GENERAL | |

Scheme Description

Community Strata Plan No. 28367

'The Watson'

33 Warwick Street, Walkerville

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Community Corporation Number 28367 Incorporated

This Scheme Description may only be amended by unanimous resolution of the Corporation in accordance with section 31 of the Community Title Act.

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the Community Title Act shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

Authorised Users means any owner or occupier of a Hotel Lot or Residential Lot

Act means the *Community Titles Act 1996 (SA)* as amended;

Building means the eleven storey building comprising apartments, serviced offices, a Retail Lot, hotel premises and an artist in residence studio, together with any associated balconies, courtyards and common property;

Common Property means the Common Property created by the Community Strata Plan;

Corporation means Community Corporation No. 28367 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Community Parcel means the whole of the land comprised in the Community Strata Plan;

Community Strata Plan means Community Plan No. 28367;

Council means the Corporation of the Town of Walkerville;

Developer means Walkerville Developments Pty Ltd ACN 141 226 477;

Development Lot means the development lot to be created when the Community Plan is deposited by the Registrar-General in the Lands Titles Office as defined in the Community Plan;

Hotel Business means the hotel business operated at the Building;

Hotel Guests means any customers, invitees or guests of a Hotel Lot, from time to time;

Hotel Lot means a Lot on the Community Parcel used as hotel premises as part of the Hotel Business;

Lot means a strata lot comprised in the Community Strata Plan and shall include any lot subsidiary and Development Lot;

Lot 1101 Occupier means the occupier of Lot 1101 which at the commencement of this Scheme Description is Crown Castle Australia Pty Ltd ACN 090 873 019;

Lotholder means the registered proprietor or proprietors of a Lot and where the context allows includes the occupier of a Lot;

Regulations means the Community Titles Regulations 1996 (SA) as amended;

Relevant Development Authority means the Council;

Residential Lot means a lot in the Community Parcel used as a residence (including used under a lease) but not as a hotel, hostel, motel or other form of temporary accommodation;

Retail Lot means a Lot on the Community Parcel used as retail premises, being premises for the conduct of any retail and/or hospitality business including a restaurant, café, retail, artist studio/shop or other related use;

Serviced Offices Lot means a Lot on the Community Parcel used as serviced offices; and

Telecommunications Lease means the leases between the Developer and the Lot 1101 Occupier which were entered into prior to registration of the Community Strata Plan.

1.1 Unless the contrary intention appears the following applies:

- (a) A reference to an instrument includes any variation or replacement of it.
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) The singular includes the plural and vice versa.
- (d) The word "person" includes a firm, a body corporate, an association or an authority.
- (e) Words of any gender include every gender.
- (f) A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assignees.
- (g) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (h) Headings are inserted for convenience and do not affect the interpretation of these by-laws.
- (i) The obligations and restrictions in this Scheme Description shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over this Scheme Description in respect of the person or persons to whom they are given.
- (j) The meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions.
- (k) If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

2. Identification of the Community Parcel, Lots and Common Property

- (a) The Community Parcel and the Lots and Common Property into which the Community Parcel is to be divided comprise allotment 103 in Development No. 200/065/13 (200/C005/13/001) being the land comprised in Certificate of Title Volume 6065 Folio 979 being the property located at 33 Warwick Street, Walkerville (*Land*).
- (b) The Community Strata Plan divides the Land into 352 Lots and Common Property.

3. Purposes for which the Lots may be used

- (a) Lots 101 to 912 and 1001 to 1006 are intended to be used for residential purposes, and/or as hotel, hostel, serviced apartment, or rental accommodation, and the use of each Lot may (subject to the consent of the Relevant Authority where necessary) vary from time to time between those uses.
- (b) Lots 50, 60, 61 and 62 are intended to be used as reception and lobby for the Hotel Business.
- (c) Lots 36 to 48 and 54 are intended to be used as storage lots.
- (d) Lots 7 to 28, Lots 33 to 35 and Lot 58 are intended to be used as a Serviced Offices.
- (e) Lots 1 to 6 and Lots 29 to 32 are intended to be used as a Retail Lots.
- (f) Lot 53 is intended to be used as a function centre.
- (g) Lots 2001 to 2047 are intended to be used as car parking spaces.
- (h) Lot 1101 on the roof and/or external wall of the building are intended to be used for the purposes of erecting, maintaining and operating mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes.

- (i) Lot 2048 is intended to be used for display purposes.
- (j) The Development Lot which the Developer is likely to divide at a later stage and on which the Developer is likely to construct apartments.
- (k) There are lot subsidiaries comprising car parks and balconies and a courtyard.
- (l) Subject to clause 9, the Common Property is to be used for the purposes of providing:
 - (i) access to the Lots and lot subsidiaries including walkways, stairways, driveways, ramps, passages and entrance areas;
 - (ii) car parks and visitor parking,
 - (iii) lifts and lift shafts;
 - (iv) pool;
 - (v) gym;
 - (vi) sculpture space;
 - (vii) sundeck;
 - (viii) cleaners room;
 - (ix) mail room;
 - (x) lobby;
 - (xi) toilets and change rooms;
 - (xii) communications rooms;
 - (xiii) pump rooms;
 - (xiv) penthouse lounge;
 - (xv) airlocks and ducts;
 - (xvi) fire control;
 - (xvii) recycled green waste and garbage disposal facilities for the Lots;
 - (xviii) storage areas and mailboxes;
 - (xix) signage;
 - (xx) service infrastructure and services areas including a storm water interceptor system;
 - (xxi) provision of other services such as meter reading and for repairs and maintenance; and
 - (xxii) for other uses approved by the Corporation from time to time.

4. Development of Community Strata Lots

- (a) The Developer shall develop the Land in accordance with the development approvals granted by the Relevant Development Authority and referred to in clause 7 of this Scheme Description, subject to such amendments as are approved by the Relevant Development Authority ('Development').
- (b) The standard of work to be performed and the materials to be used for the improvements are to be fair average standard or such higher standard as the Developer, in its absolute discretion, may determine.

5. Standard of buildings and other improvements

- (a) For the standard of the Building and other improvements erected or made by the Development, refer to clauses 4 and 6 of this Scheme Description.
- (b) Any additional buildings or improvements, or alterations or additions, or replacement of existing buildings or improvements, whether on Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the Building and improvements undertaken by the Developer.

6. Development of the Common Property

- (a) The Common Property will be comprised of:
 - (i) the external structures of any Buildings constructed on the Community Parcel other than the rooftop on level 10 of the Building and the telecommunications facilities on level 9 of the Building;
 - (ii) walkways, stairways, pathways, driveways, passages, letterboxes, visitor's carparks and entrance areas for access to the Lots and lot subsidiaries;
 - (iii) recycle green waste and garbage disposal designated area;
 - (iv) a stormwater interceptor system and pump out system;
 - (v) signage;
 - (vi) storage areas including storage for plant, equipment and services;
 - (vii) toilets on the ground floor;
 - (viii) main switch board area on the ground floor;
 - (ix) communications room area on the ground floor;
 - (x) pump room area on the ground floor;
 - (xi) mail room area on the ground floor;
 - (xii) lobby area on the ground floor;
 - (xiii) cleaners room area on the first floor;
 - (xiv) viewing deck on the second floor;
 - (xv) toilets and change room on the second floor;
 - (xvi) pool area on the second floor;
 - (xvii) gym area on the second floor;
 - (xviii) sculpture space on the second floor;
 - (xix) pavilion area on the second floor;
 - (xx) common landscape areas;
 - (xxi) provision for service infrastructure including but not limited to water meter, fire hydrant, fire booster cabinet, fire stairs;
 - (xxii) lifts; and
 - (xxiii) any lighting on the Common Property.

- (b) The Developer shall construct the improvements referred to in clause 6(a) on the Common Property. Construction shall be undertaken in accordance with the relevant development approvals granted by the relevant planning authority, subject to such amendments as shall be approved by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.
- (c) The standard of work to be performed and the materials to be used for the improvements are to be fair average standard or such higher standard as the Developer, in its absolute discretion, may determine.
- (d) Once the Development has been substantially completed, the Developer shall be under no obligation to further develop the Lots or Common Property.

7. Conditions of development imposed pursuant to the *Development Act 1993*

The division of the Community Parcel and construction of the Building is subject to conditions imposed by the Relevant Development Authority pursuant to development approvals (as may be amended or varied from time to time) (see Annexure A) numbered:

- 200/065/13 (200/C005/13/001);
- 200/286/11;
- 200/156/13; and
- 200/060/14.

8. Other important features of the scheme

8.1 Telecommunications, Communications and Television Receiving Devices

The Corporation must not without the prior written consent of the Lot 1101 Occupier, which consent may be given or withheld in the absolute discretion of the Lot 1101 Occupier or given conditionally or unconditionally by the Lot 1101 Occupier, grant a lease, licence or other right of occupancy over the Land, Common Property or the Building or any portion of the Land, Common Property or the Building to:

- (a) telecommunications service providers and/or the Developer for the purpose of erecting, maintaining and operating mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes; and/or
- (b) owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating telecommunications equipment, communications equipment and/or television receiving devices that the particular Lot holder and/or occupier may require.

8.2 Rec Area

- (a) A portion of the Common Property on the second floor of the Building is to be used as a pool, sundeck and a gym area ('**Rec Area**').
- (b) The Rec Area will be made available for use by all Authorised Users.
- (c) The Corporation may enter into agreements with third parties for the management, operation, maintenance and replacement of and the provision, leasing, licensing and/or hire of services, goods and equipment (including without limitation gymnasium and swimming pool plant and equipment) for and in respect of the Rec Area, on such terms as the Corporation considers appropriate.
- (d) The Corporation will be liable for the management, operation, maintenance and replacement costs of the Rec Area and the costs of the provision, leasing, licensing and/or hire of services, goods, plant and equipment (including without limitation gymnasium and swimming pool equipment) to the Rec Area ('**Outgoings**'), which Outgoings will be recovered from the owners of the Lots as community contributions.

- (e) The Corporation will grant the Authorised Users licences to access and use the Rec Area on such terms as the Corporation considers appropriate ('Licences'). The Corporation will not charge the Authorised Users a fee in addition to their contributions toward the Outgoings for the use of the Rec Area.
- (f) The Corporation may make such rules as it considers appropriate in relation to the use of the Rec Area, subject to any agreements it enters into in relation to the Rec Area and the Licences.

8.3 Retail Lot

- (a) The business(es) conducted from any Retail Lot shall be entitled to:
 - (i) operate during the times and subject to the conditions of the liquor licences (if any) in respect of the Retail Lot imposed by the Commissioner for Liquor and Gaming and otherwise in accordance with any laws governing the trading hours of such businesses;
 - (ii) engage in such activities that are within or ancillary to the ordinary course of their business(es) without any interference from the Corporation or any owner or occupier of a Lot; and
 - (iii) install fittings, fixtures, furnishings, signage and otherwise fit out the interior of the Retail Lot as they see fit for their businesses (to the extent that such fit out does not involve any structural additions, alterations or modifications or additions, alterations or modifications to the services or service infrastructure on or supplying the Community Parcel) without having to seek the consent of the Corporation as long as such fit out is of a reasonable quality and standard and does not detract from the general appearance and amenity of the Community Parcel,

PROVIDED THAT the standard of business(es) operated from the Retail Lot is of a reasonable standard and such business(es) take reasonable steps (having regard to the nature of the businesses and the times and hours such businesses are allowed to and are normally open) to minimise any disturbance to the owners and occupiers of Lots and/or their use and enjoyment of the Community Parcel.

- (b) For the avoidance of doubt, nothing in this clause 8.3 prohibits the by-laws and/or the Corporation from containing or giving reasonable directions or making reasonable rules in regard to safety of Lot owners and occupiers and their visitors, security of the Community Parcel, cleanliness, presentation and the standard of repair of the Retail Lot and anything else which by-laws are permitted to regulate under the Act.

8.4 Apportionment of contributions

Corporation costs attributable to or in respect of facilities, services or parts of the Common Property that are not used or for the benefit of all Lots, but are used exclusively for the benefit or particular owners and occupiers of Lots shall be imposed or levied upon the owners or occupiers of Lots that have the benefit of or use of those particular facilities, services or parts of the Common Property in such proportions as the Corporation shall determine, acting reasonably, provided that this clause 8.4 does not apply to the Lot 1101 Occupier.

8.5 General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Lots.

8.6 Development lot

- (a) It is likely the Developer will divide the Development Lot at a later time into three (3) separate Lots. It is likely the Developer will construct one apartment on each Lot to be created (Proposed Development).
- (b) The Proposed Development referred to in clause 8.6(a) of this Scheme Description is subject to:
 - (i) the Developer obtaining Development Approvals for the Proposed Development under the *Development Act 1993* (SA) on terms and conditions satisfactory to the Developer at its absolute discretion; and

- (ii) the Proposed Development being undertaken in accordance with the terms and conditions of any Development Approvals required under the *Development Act 1993* (SA); and
- (iii) the Developer determining to proceed with the Proposed Development at its absolute discretion.
- (c) The Developer must determine whether to undertake the Proposed Development on or before 30 June 2016.
- (d) Should the Developer determine not to undertake the Proposed Development, or should the Developer fail to make a determination on or before 30 June 2016, subject to, and in accordance with, any applicable development approvals obtained in accordance with the *Development Act 1993* (SA), the Development Lot 3000 will be used as Common Property in the Community Plan and the Developer will amend, or will cause to be amended, the Community Plan to indicate as such.

9. Telecommunications Lot 1101

- (a) The Developer, Corporation and Lotholders acknowledge and agree that:
 - (i) at all times, the Community Strata Plan, Community Parcel and Scheme Description are subject to the rights of the Lot 1101 Occupier pursuant to the Telecommunications Leases;
 - (ii) the Developer, Corporation and Lotholders must not sell, lease or licence or seek to use the Land or Building or any part of the Land or Building for the placement of other communications networks or communications services or both or grant a lease of Lot 1101 or the Common Property which is concurrent or superior to any existing right of the Lot 1101 Occupier to occupy Lot 1101 or the Common Property; and
 - (iii) the Corporation must not seek to impose or levy any Corporation costs attributable to or in respect of any facilities, services or parts of the Common Property that are used exclusively for the benefit of the Lot 1101 Occupier.
- (b) Despite any other provision in this Scheme Description, the Developer, Corporation and Lotholders at all times acknowledge and agree that the Lot 1101 Occupier has the exclusive privilege to:
 - (i) install telecommunications equipment and facilities to those parts of the Common Property floors and walls adjoining the boundaries of Lot 1101;
 - (ii) install ancillary support structures, electricity supply, telecommunication connects and other facilities for the telecommunication equipment and facilities to the Common Property throughout the Building;
 - (iii) operate the telecommunication equipment and facilities throughout the Building; and
 - (iv) carry out the commercial activity of leasing and licensing the telecommunications equipment and facilities throughout the Building.
- (c) The Corporation consents to the Lot 1101 Occupier exercising its rights pursuant to this clause 9 and the Telecommunications Leases.

10. Other information required by the Regulations

No other information is required by the regulations.

Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, By-Laws or development contracts

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



Minter Ellison
Level 10, 25 Grenfell Street
Adelaide SA 5000

Jeremy Hill
15/7/14

Annexure A – Copy of Development Approvals

TOWN OF



WALKERVILLE

The Corporation of the Town of Walkerville

66 Walkerville Terrace, Gilberton SA 5081

PO Box 55, Walkerville SA 5081

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

Dated: 02.04.2013

Registered on: 02.04.2013

Development No:

200/065/13

| | | | |
|------------|---|-----------------|--|
| To: | ALEXANDER & SYMONDS PTY LTD C/- WALKERVILLE DEVELOPMENTS PO BOX 1000 KENT TOWN SA 5071 | Copy to: | |
|------------|---|-----------------|--|


| | | | |
|--|---------------------------------------|------------------------------|---------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6122/56 |
|--|---------------------------------------|------------------------------|---------|

| | | | |
|--|-------------------------|---------------------------------|--|
| Nature of Proposed Development: | COMMUNITY LAND DIVISION | Building Classification: | |
|--|-------------------------|---------------------------------|--|

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 | ✓ | 3 | | |
| Land Division | ✓ | - | | |
| Land Division (Community) | ✓ | 1 (DAC) | | |
| Building Rules Consent | | | | ✓ |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | ✓ | 4 | | |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

| | |
|--|--|
| Date of Decision: 26 May 2014 | <input type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input checked="" type="checkbox"/> Development Assessment Panel |
| Date: 27 May 2014 | <input type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

The approved development must be **substantially commenced within 12 months** of the date of this Notification unless this period has been extended by the Council or the Development Assessment Commission.

The approved development must be **fully completed within 3 years** of the date of this Notification unless a longer time has been allowed by the Council or the Development Assessment Commission.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

LAND DIVISION CONDITIONS
200/065/13

33 WARWICK STREET WALKERVILLE SA 5081

Conditions Pursuant to Section 33 1(a)

1. The development must be undertaken completed and maintained in accordance with the plan(s) and information detailed in Application No. 200/065/13 except where varied by any condition(s) listed below:

Reason: To ensure that the subject development takes place in accordance with the approved plans.

2. All boundaries shall reflect the approved land use application being development number 200/286/11 and subsequent amendments DA's 200/156/13 and 200/060/14.

Reason: To ensure the development proceeds in accordance with previous approvals.

3. Signage that provides clear orientation to major points of interest such as the location of public toilets telephones safe routes and park activities. Is to be constructed within the proposed reserve.

Reason: To assist the community in locating nearby facilities.

Conditions Pursuant to Section 33 1(d)

4. 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 Development Assessment Commission for Land Division Certificate purposes.

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ♦ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ♦ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ♦ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ♦ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.



Dated: 23.12.2011

Registered on: 23.12.2011

Development No:

200/286/11

| | | | |
|------------|---|-----------------|--|
| To: | ASIAN PACIFIC BUILDING CORPORATION C/- TECTVS 36 FIELD STREET ADELAIDE SA 5000 | Copy to: | WALKERVILLE DEVELOPMENTS PTY LTD LEVEL 14/1 QUEENS ROAD MELBOURNE VIC 3004 |
|------------|---|-----------------|--|

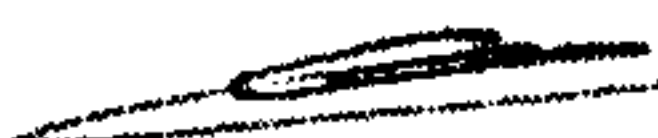
| | | | |
|--|---------------------------------------|------------------------------|----------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6065/979 |
|--|---------------------------------------|------------------------------|----------|

| | | | |
|--|--|---------------------------------|---|
| Nature of Proposed Development: | Change of use to existing multi-storey office building to apartments offices function rooms and hotel suites. Includes internal and external alterations new multi deck car park and landscaping | Building Classification: | 2 |
|--|--|---------------------------------|---|

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 | ✓ | 31 | | |
| Land Division | | | | ✓ |
| Land Division (Strata) | | | | ✓ |
| Building Rules Consent | ✓ | 1 (Katnich Dodd) | | |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | ✓ | 32 | | |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

| | |
|--|--|
| Date of Decision: 27 March 2013 | <input type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input type="checkbox"/> Development Assessment Panel |
| Date: 27 March 2013 | <input checked="" type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

The approved development must be **substantially commenced within 12 months** of the date of this Notification unless this period has been extended by the Council or the Development Assessment Commission.

The approved development must be **fully completed within 3 years** of the date of this Notification unless a longer time has been allowed by the Council or the Development Assessment Commission.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

PLANNING CONDITIONS

200/286/11

33 WARWICK STREET WALKERVILLE SA 5081

1. Development is to take place in accordance with the plans and documentation accompanying the development application relating to Development Application No. 200/286/11 except as modified by any conditions and reserved matters attached to this Planning Decision Notification and all works detailed in the approved plans and required by conditions and reserved matters be completed prior to the occupation of the development approved herein.

Reason: To ensure the development proceeds in an orderly manner.

2. No significant or regulated tree (including the root system) on the site shall be damaged in any way during demolition and/or construction. For this purpose:

A Tree Protection Zone (TPZ) shall be provided for each significant tree or regulated tree on the site and that no works of any kind shall occur within this zone unless specified and agreed to by Council. The protection zone of each tree shall be maintained until the proposed development has been completed in its entirety. The protection zone for each tree is to encompass the critical root zone of the tree.

The Tree Protection Zone of each tree shall be fenced before any works commence on site and is to be constructed under the supervision of a qualified Arborist.

The Tree Protection Zone fence of each tree shall be a minimum 1.8 metre high steel mesh panels which will be 2.5 metres in width. The panels shall be inserted in temporary concrete base blocks and the posts at the top shall be clamped.

Clearly legible signs shall be incorporated on all sides of the Tree Protection Zone fencing displaying the words 'Tree Protection Zone No Unauthorised Entry'

No persons vehicles or machinery shall enter the Tree Protection Zones of each tree.

No fuel oil dumps or chemicals shall be allowed in or stored within the Tree Protection Zones and servicing and refuelling of equipment and vehicles shall be carried out away from the root zones of each tree.

No trenching for the installation of underground services is permissible within the Tree Protection Zone at any time. All external service providers including United Water Origin Gas Telstra and any others are to be informed of the Tree Protection Zone prior to the commencement of any works.

No storage of materials equipment or temporary buildings shall occur within the Tree Protection Zone of each tree.

No temporary service wires nails screws or any other fixing devices are to be attached to any significant tree on the site at any time.

Reason: To ensure that the existing significant trees on the site are protected and survive after the development is completed.

3. All car parks driveways and vehicle manoeuvring areas shall conform to Australian Standards and be constructed drained and paved in accordance with sound engineering practice.

Reason: To ensure the safe and orderly movement of vehicles

4. All line marking traffic signs and traffic control devices shall conform to Australian Standards and as such be consistent with those used for the street network.

Reason: To ensure the safe and orderly movement of vehicles.

5. Acoustic treatment shall be installed prior to occupation of the building for the proposed use and maintained in good condition at all times in accordance with the recommendations of the Sonus reports dated February 2012 (reference S3471C5) submitted with the application.

Reason: To minimise the impact on adjoining residents.

6. All noise generating activities on the site shall be managed at all times in accordance with the assumptions made for these activities including limitations to hours of operation and number of persons and in accordance with the recommendations made in the Sonus reports dated February 2012 (reference S3471C5) submitted with the application.

Reason: To minimise the impact on adjoining residents.

7. Operating hours shall be restricted to the following times:

Restaurant: 6am – 12 midnight

Outdoor Recreation Facilities: 7am – 9.30pm (including the swimming pool, BBQ pavilion)

First Floor Function Facilities – 10am – 12 midnight

Rooftop Garden – 7am – 10pm

Reason: To minimise the impact on adjoining residents.

8. That all mechanical equipment, pipes, vents and/or other equipment servicing the building shall be designed and installed such that they are unobtrusive and/or shall otherwise be hidden from view.

Reason: To preserve the amenity of the locality.

9. That an external lighting plan be prepared in accordance with relevant Australian Standards. Such a plan shall ensure that any flood, security or lighting to illuminate walkways, car parking area or driveways shall be directed and shielded in a manner so as not to cause light overspill nuisance to neighbours or distraction to drivers on adjacent public roads.

Reason: To minimise the impact on adjoining residents.

10. That all stormwater design and construction shall be in accordance with Australian Standards and all stormwater shall be managed and disposed of in such manner that it will not adversely affect any adjoining property to the reasonable satisfaction of Council. A pressurised system shall be used if levels are inadequate for a gravity feed system to enable satisfactory disposal.

Reason: To ensure that the development is adequately protected in the event of a major flood event.

11. That the driveways of the development herein approved shall have a gradient of not less than 1:5 measured at any point and shall be designed to avoid acute changes in gradient which may cause vehicles to scrape on the pavement.

Reason: To ensure safe and convenient access to the site is maintained.

12. That no advertisements (other than those advertisements indicated on the approved plans) shall be erected or displayed on the subject land without the approval of Council.

Reason: To ensure the amenity of the locality is protected from visual intrusion through unapproved signage.

13. That no flags or bunting shall be erected or displayed on the subject site without the approval of Council.

Reason: To ensure the amenity of the locality is protected from visual intrusion through unapproved signage.

14. That the car parking areas and driveways shall be maintained at all times to the reasonable satisfaction of Council.

Reason: To ensure that the car parking facilities are able to be used by users of the proposed development.

15. That the driveway and car parking areas shall be surfaced drained and marked to the reasonable satisfaction of Council.

Reason: To ensure that all car parking areas comply with the relevant Australian Standard.

16. That the external colours, finishes and appearance of the buildings herein approved shall be maintained in a good and consistent manner at all times to the reasonable satisfaction of Council.

Reason: To ensure that the amenity of the locality is maintained through regular maintenance of the building.

17. That any flood lighting shall be designed and located in such a way that adjacent properties, public places and traffic are not adversely affected by glare or overspill of light.

Reason: To ensure that safe vehicle movement is maintained in areas adjacent the site.

18. That all loading and unloading of delivery and garbage vehicles shall be only occur between the hours of 7am to 10pm Monday to Friday, 7am to 5:00pm Saturday and 11:00am to 5:00pm Sunday.

Reason: To minimise the impact of vehicle movement on residential development in the locality.

19. That all waste including food; papers, boxes, cartons and scrap of any kind shall be stored in a container having a close fitting lid, such container shall be serviced and emptied as required, but at least once a week.

Reason: to minimise the impact of waste management on other land uses in the locality.

20. That the developer shall employ the services of a qualified surveyor to accurately determine the boundaries of the subject land and undertake the development in accordance with such survey and the plans herein approved. In the event of any conflict between the survey and approved plans the matter shall be referred to Council prior to commencing any development on the land.

Reason: To ensure that development occurs wholly within the boundaries of the site.

21. An oil, silt and trash trap shall be installed on the internal stormwater pipe drainage from the roads, car park and loading areas prior to its junction with the Council's stormwater drainage system. This trap shall be regularly cleaned and maintained in good working order by the property owner for the life of the development.

Reason: To improve the quality of water entering the Torrens River.

22. All fixed plant and equipment must be located, designed and operated so that no unreasonable nuisance, in the opinion of Council, is caused to the occupiers of adjoining land through the emission of noise, dust, smell or fumes.

Reason: To ensure the approved development has no unreasonable impact on other land uses in the locality.

23. Graffiti shall be removed from any structure on the site at the cost of the applicant or owner within 2 business days of the graffiti being placed on the structure.

Reason: To ensure that that development is maintained in a tidy state.

24. The construction of the development hereby approved must be undertaken in such a way that no nuisance is occasioned to the occupiers of adjacent properties, especially in respect of noise and dust.

Reason: To maintain the amenity of the locality.

25. The design and construction of the new footpath along Warwick Street is to be undertaken to the satisfaction of council.

Reason: To ensure the proposed footpath complies with council engineering standards.

26. Stormwater volumes and flow rates leaving the development once completed shall not exceed pre development volumes or flow rates.

Reason: To minimise impact on Council stormwater infrastructure.

27. The collection of waste from the completed development shall remain the responsibility of the applicant as per the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality

28. The applicant shall comply with the noise minimisation initiatives outlined in the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality.

29. Waste generated by the development shall be collected at the frequencies outlined in table 4 of the the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality.

30. No bins shall be stored outside of the designated waste collection room on the ground floor as per the waste management plan by Leigh Industries dated 26 March 2013.

Reason: To maintain the amenity of the locality.

31. Waste collection shall not occur except between 9:00am and 7:00pm on a Sunday or other public holiday and shall not occur except between 7:00am and 7:00pm on any other day.

Reason: To maintain the amenity of the locality.

Notes

1. The street crossovers shall be installed as proposed and any portion of existing street crossovers made redundant by the development will be required to be removed and the kerb reinstated at the applicant's expense.
2. A separate approval is required from the Executive Planning and Infrastructure before any work associated with the development now approved may be carried out on over or under any street road or public place (including a footpath and/or road reserve) and such approval must be obtained before such work is commenced.
3. Any damage to abutting or nearby footpaths footpath paving nature strips kerbing guttering and road paving resulting from the undertaking of the approved development shall be repaired or reinstated to the reasonable satisfaction of the relevant planning authority by or at the expense of the person or persons who undertake the development prior to occupation or use of the buildings or structure to which this approval relates.
4. Where structures are built over an easement the applicant is required to obtain the approval of the relevant authority and the authority may require the applicant to remove the structure at any time it requires access over the easement.
5. Approval from the relevant authority is required if there are any amendments to the approved development resulting from the site conditions or requirements from other authorities or other Acts or Regulations having jurisdiction over the subject site existing buildings or the approved developments.
6. The approval does not imply compliance with the Electricity Act and Regulations. Applicants should contact the Office of the Technical Regulator for further advice on 08 8226 5500. Failure to comply can be both dangerous and costly.
7. This approval does not imply compliance with the Equal Opportunity Act and the Commonwealth Disability Discrimination Act 1993 as amended or the regulations there under. It is the responsibility of the applicant and the person erecting the building to ensure compliance with the aforementioned legislation.
8. The development must be substantially commenced within 12 months of the date of this Notification unless this period has been extended by the Development Assessment Commission.
9. The applicant is 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 Commission.
10. The applicant requires a new consent before commencing or continuing the development if he/she are unable to satisfy these requirements.
11. The applicant has a right of appeal against the conditions which have been imposed on this Provisional Development Plan Consent or Development Approval.
12. Such an appeal must be lodged at the Environment Resources and Development Court within two months of the day on which he/she receives this notice or such longer time as the Court may allow.
13. The applicant is advised to please contact the Court if he/she wishes to appeal. The Court is located in the Sir Samuel Way Building Victoria Square Adelaide and (telephone number 8204 0300).

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ◆ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ◆ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ◆ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ◆ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better – not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

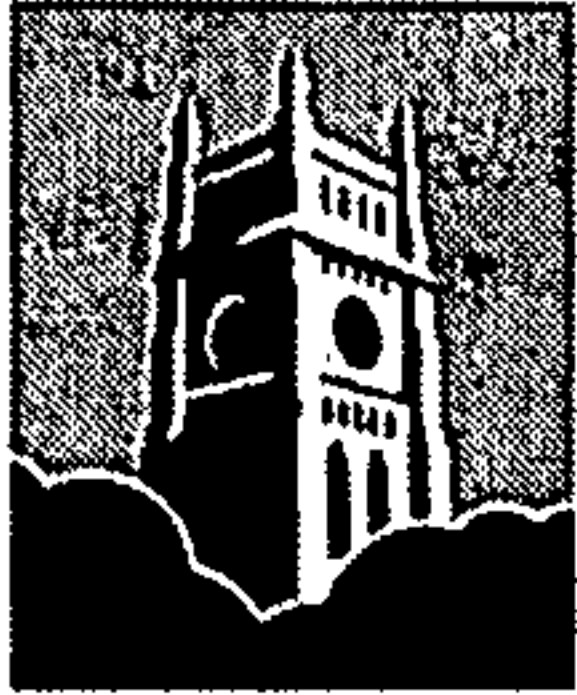
SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.

TOWN OF



WALKERVILLE

The Corporation of the Town of Walkerville

42 Fuller Street, Walkerville SA 5081

PO Box 55, Walkerville SA 5081

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

Dated: 18.07.2013

Registered on: 18.07.2013

Development No:

200/156/13

| | | | |
|------------|--|-----------------|--|
| To: | ASIAN PACIFIC BUILDING CORPORATION C/- MASTERPLAN 33 CARRINGTON STREET ADELAIDE SA 5000 | Copy to: | WALKERVILLE DEVELOPMENTS LEVEL 14/ 1QUEENS ROAD MELBOURNE VIC 3004 |
|------------|--|-----------------|--|

| | | | |
|--|---------------------------------------|------------------------------|----------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6065/979 |
|--|---------------------------------------|------------------------------|----------|

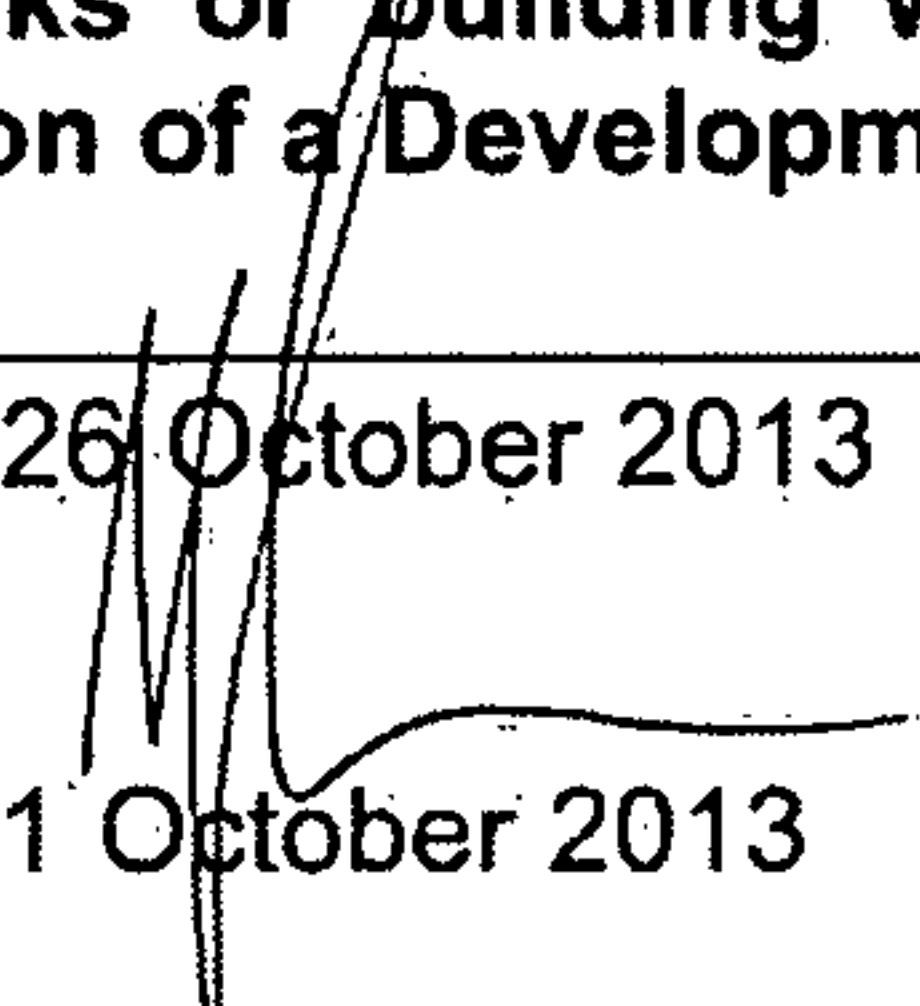
| | | | |
|--|--|---------------------------------|--|
| Nature of Proposed Development: | VARIATION TO DA 200/286/11 - ALTERATIONS TO EXISTING BUILDING FOR MINOR RECONFIGURATION OF ACCOMODATION AND INCLUSION OF APARTMENTS AT LEVEL 10 WITHIN THE PLANT ROOM AREA | Building Classification: | |
|--|--|---------------------------------|--|

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 | ✓ | 1 | | |
| Land Division | | | | ✓ |
| Land Division (Strata) | | | | ✓ |
| Building Rules Consent | | | | ✓ |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | | | | ✓ |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

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.

| | |
|---|--|
| Date of Decision: 26 October 2013 | <input type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed:  | <input checked="" type="checkbox"/> Development Assessment Panel |
| Date: 1 October 2013 | <input type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

Building Rules Consent must be obtained from either Council or a Private Certifier **within 12 months** of the date of this notification (if the latter a copy of the private certification must be forwarded to Council) and

Development Approval must be issued by Council before any work can commence on this development.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

PLANNING CONDITIONS
200/156/13

33 WARWICK STREET WALKERVILLE SA 5081

1. Development is to take place in accordance with the plans and all details relating to Development Application No. DA200/156/13

Notes

1. All conditions relating the planning consent and land division consent issued on 12 August 2013 remain operative.

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ♦ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ♦ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ♦ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ♦ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to Regulation 74, one business day's notice shall be given to the Council when the following stages of building work have been reached;

- (a) one business day's notice of the intended commencement of building work.
- (b) after the placement of steelwork in footings and before the concrete is placed;
If the design engineer is to inspect, then Council will require a copy of the engineer's inspection Certificate prior to work commencing on the walls.
- (c) at the completion of the wall and roof framing;
- (d) after the completion of the building work.

NOTICE TO NEIGHBOURS

The building owner who proposes to carry out any excavation or filling of a nature prescribed in Regulation 75 of the Development Regulations 1993 shall serve upon the adjoining owner a notice of his intention to perform that work as required by Section 60 of the Development Act. That is any work close to or on a boundary and likely to effect any adjoining land or building.

INDEMNITY INSURANCE

The owner of the land on which domestic building work is to be performed must ensure that a certificate of insurance in relation to that work is lodged with the relevant authority (Council or Private Certifier) if the value of the contract is \$12,000 or more. (Refer to Reg 21). In the case of owner builders the insurance applies to each individual contract with a value of \$12,000 or more including (if applicable) any contract by a person with a builder's licence engaged to supervise the building work.

PAVING SET DOWN

The owner/builder must be aware that the minimum setdown requirement for the perimeter paving shall be 75mm below the damp proof course flashing.

TERMITE MANAGEMENT

AS3660.1 – 'Termite Management – New Building Work', sets out methods for minimising the risk to new buildings from damage to their structural members by subterranean termites by deterring concealed entry by termites from the soil to the building. A termite barrier system constructed in accordance with this standard can not prevent termite attack, as barriers may be bridged or breached. Where termites bridge barriers the evidence may be detected during inspections which need to be carried out at intervals not exceeding 12 months to reduce the risk of termite damage. A durable notice shall be permanently fixed to the building in a prominent location such as a meter box or the like indicating the method of protection; and the date of installation of the system; and where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and the need to maintain and inspect the system on a regular basis.

TERMITE TREATMENT AT BOUNDARIES

Building work adjacent to a property boundary and/or an existing structure may compromise the effectiveness of the termite barrier. A notice advising of the limitations of the termite barrier installed in this regard should be provided to the building owner.

DURABILITY AND CORROSION

All timbers exposed to the weather or in contact with the ground shall be durability class 1 or 2 (AS1720) or shall be adequately treated with preservative (AS1604). All nails used for framing anchor and straps shall be corrosion protected. Nails used in joints that are continuously damp or exposed to the weather shall be hot-dip galvanised, stainless steel or monel metal.

STRUCTURAL TIMBER

The timber framing code generally requires that the timber to be used for all structural elements has a minimum joint strength group of J4 or JD4.

WET AREAS

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

GLAZING

All glazing shall be glazed in accordance with AS1288, 1994, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

ALLOTMENT BOUNDARIES

Allotment Boundaries will not be certified by Council Staff. The onus of ensuring that building is sited in the approved position on the correct allotment is the responsibility of the owner.

DAMAGE TO COUNCIL PROPERTY

Section 213(2) of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner/applicant shall be responsible for the cost of repairs for the damage.

POLLUTION PREVENTION

All members of the community have a general environmental duty under the Environment Protection Act. The Environment Protection Agency Code of Practice for the Building and Construction Industry provides benchmarks of best practice and contains certain mandatory provisions for preventing contaminants entering the stormwater system.

DIRT/MUD ON ROADWAYS

The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency**. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

LITTER CONTAINMENT

A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;

- (a) a commercial type removal "SKIP" type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
- (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better - not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

A permit from the Council must be obtained for placement of Temporary Rubbish Disposal Unit on a road/footpath.

TOILET

An approved **toilet privy** is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. **No bore hole toilets** shall be used on any site, only chemical toilets or toilets connected to the sewer shall be used.

STORMWATER

A separate application to the Council Works Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc. beyond the property alignment. Contact: 8344 7711.

The drainage system should be completed by the finish of construction of the building (clause 5.5.3. of AS 2870). Method of stormwater disposal must not result in the entry of water into any building or on to the land of any adjoining owner.

Where a new crossover and driveway crossing is to be provided by the applicant, the existing crossover and driveway crossing point is to be removed and reinstated by the applicant and at the applicant's expense. Such reinstatement will include the replacement of the driveway invert with kerb and gutter to council's specification, removal of existing paving which formed the driveway crossing point and reinstatement with either loam or compacted dolomite sand backfill. The existing paving within the driveway crossing point which forms the defined pedestrian walking path shall be reinstated to the correct levels as specified by Council and repaved to form a paved footpath to Council's satisfaction.

WORKS ON COUNCIL PROPERTY

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertable, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at her/her own expense in all things repair and make good any damage to any such inverts, kerbs, watertable, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

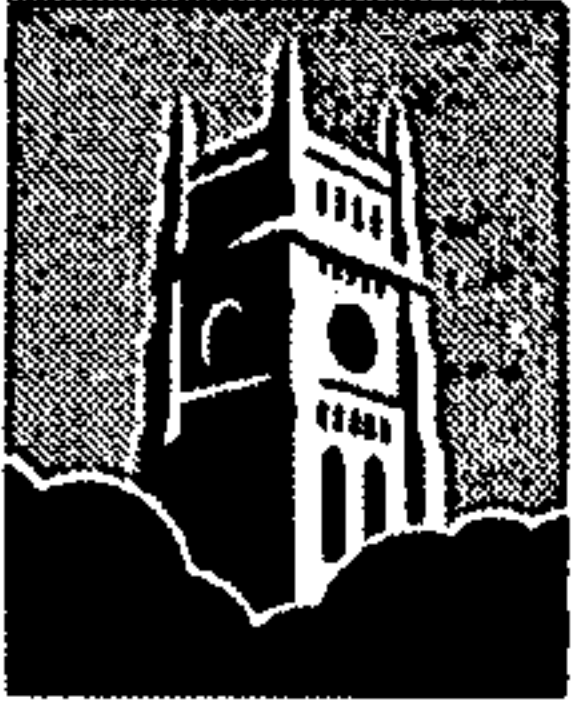
SA WATER

Townships – where an allotment is served by SA Water Sewer, the owner is required to give notice to that department of the intended building work.

WARNINGS

- a) The owner is warned that the Council is required to approve the minimum allowable footing sizes under the regulations and AS 2870. Such designs do not provide a guarantee against footing failures. Advice from a qualified engineer in this matter is recommended.
- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.

TOWN OF



WALKERVILLE

The Corporation of the Town of Walkerville

66 Walkerville Terrace, Gilberton SA 5081

PO Box 55, Walkerville SA 5081

Telephone: (08) 8342 7100

Facsimile: (08) 8269 7820

Email: walkerville@walkerville.sa.gov.au

<http://www.walkerville.sa.gov.au>

Dated: 28.03.2014

Registered on: 28.03.2014

Development No:

200/060/14

| | | | |
|------------|--|-----------------|--|
| To: | ASIAN PACIFIC BUILDING CORPORATION C/- MASTERPLAN 33 CARRINGTON STREET ADELAIDE SA 5000 | Copy to: | |
|------------|--|-----------------|--|

| | | | |
|--|---------------------------------------|------------------------------|---------|
| Location of Proposed Development: | 33 WARWICK STREET WALKERVILLE SA 5081 | Certificate of Title: | 6122/56 |
|--|---------------------------------------|------------------------------|---------|

| | | | |
|--|--|---------------------------------|--|
| Nature of Proposed Development: | AMENDMENT TO 200/156/13 INCLUDES CHANGE OF USE OF ALL HOTEL ROOMS TO DWELLINGS | Building Classification: | |
|--|--|---------------------------------|--|

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 | ✓ | 1 | | |
| Land Division | | | | ✓ |
| Land Division (Strata) | | | | ✓ |
| Building Rules Consent | | | | STILL REQUIRED |
| Public Space | | | | ✓ |
| Other | | | | ✓ |
| DEVELOPMENT APPROVAL | | | | STILL REQUIRED |

Details of any conditions imposed on this consent or the reasons for refusal are set out on the attached sheets.

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.

| | |
|-------------------------------|---|
| Date of Decision: 20 May 2014 | <input checked="" type="checkbox"/> Council Chief Executive Officer or delegate |
| Signed: | <input type="checkbox"/> Development Assessment Panel |
| Date: 20 May 2014 | <input type="checkbox"/> Private Certifier |
| | <input checked="" type="checkbox"/> Sheets Attached |

IMPORTANT INFORMATION

IF YOU DISAGREE WITH COUNCIL'S DECISION

If you as the applicant disagree with any of the conditions of consent attached to the approval or Council's decision to refuse the application, you may have a right of appeal.

An appeal must be lodged with the Environment Resources and Development Court **within 2 months** after receiving notice of this decision, unless you are granted an extension of time by the Court.

Please contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on 8204 0300 if you wish to pursue an appeal.

IF YOU AGREE WITH COUNCIL'S DECISION

If **consent** has been issued and you, as the applicant, agree with the conditions attached please note the following:

Building Rules Consent must be obtained from either Council or a Private Certifier **within 12 months** of the date of this notification (if the latter a copy of the private certification must be forwarded to Council) and

Development Approval must be issued by Council before any work can commence on this development.

If you are unable to satisfy these requirements, you will require a fresh consent before commencing or continuing the development.

For clarification on any of the above matters, please do not hesitate to contact Council's Planning and Building Department on 8342 7100.

PLANNING CONDITIONS
200/060/14

33 WARWICK STREET WALKERVILLE SA 5081

1. The development must be undertaken completed and maintained in accordance with the plan(s) and information detailed in Application No. 200/060/14:

IMPORTANT NOTICE - OWNER AND/OR BUILDERS OBLIGATIONS

STATEMENT FOR COMPLIANCE: REG 83AB & SCHEDULE 19A

A person must not occupy a Class 1a building (dwelling) under the Building Code (or an addition to a Class 1a building) that has NOT been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.

Regulation 83AB requires the written statement of completion for Class 1a building to be provided to the relevant authority (Council or Private Certifier who issued Building Rules Consent) within 10 business days of giving notice of completion or in the case of a Class 1A (Dwelling) within 10 business days after the building (or part) is occupied:-

- ◆ Part A of the Statement of Compliance must be signed by the licensed building work contractor who has carried out the relevant work, or who was in charge of carrying out the relevant work, to which the statement relates, or
- ◆ If there is no such licensed building work contractor – a registered building work supervisor (including architect) or private certifier.
- ◆ Part B of the Statement of Compliance must be signed by the owner of the relevant land, or by someone acting on his or her behalf.
- ◆ The name, address and telephone number of the persons who are proposed to sign parts A and B of the Statement of Compliance must be **NOTIFIED** to the Council with notice of commencement of work on the site (under Mandatory Notifications).

MANDATORY NOTIFICATION

Pursuant to Regulation 74, one business day's notice shall be given to the Council when the following stages of building work have been reached:

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ETSA

The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

SA WATER

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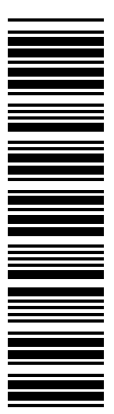
WARNINGS

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- b) This approval does not imply compliance with the (State) Electricity Trust of South Australia Act 1946, Equal Opportunity Act, 1984 and the Commonwealth Disability Discrimination Act, 1993 as amended or the regulations thereunder. It is the responsibility of the applicant and the person erecting the building to ensure compliance with same.

PURPOSE: PRIMARY COMMUNITY STRATA

AREA NAME: WALKERVILLE

APPROVED:
MICHAEL GORDON
21/09/2015



C28367

MAP REF: 6628/39/R

COUNCIL: THE CORPORATION OF THE TOWN OF WALKERVILLE

DEPOSITED:
PAUL GRAHAM
17/09/2014

SUBSTITUTE SHEET
SHEET 1 OF 19

LAST PLAN: D86678

DEVELOPMENT NO: 200/C001/15/002/41895, 200/C005/13/001/39149,
200/C001/15/001/41796

49407_text_01_v19_Version_19

AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD

SURVEYORS CERTIFICATION:

I NOEL RALFE GEHREN, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
17th day of September 2015 Noel Ralfe Gehren Licensed Surveyor

AGENT CODE: ALSY

REFERENCE:

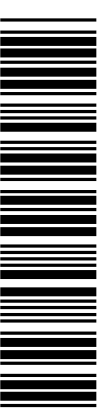
SUBJECT TITLE DETAILS:

| PREFIX | VOLUME | FOLIO | OTHER | PARCEL | NUMBER | PLAN | NUMBER | HUNDRED / A / DIVISION | TOWN | REFERENCE NUMBER |
|--------|--------|-------|-------|--------------|--------|------|--------|------------------------|------|------------------|
| CT | 6122 | 56 | | ALLOTMENT(S) | 103 | D | 69916 | YATALA | | |

OTHER TITLES AFFECTED: CT 6122/55, CT 6145/691, CT 6145/692, CT 6145/636, CT 6145/641

EASEMENT DETAILS:

| STATUS | LAND BURDENED | FORM | CATEGORY | IDENTIFIER | PURPOSE | IN FAVOUR OF | CREATION |
|------------|--|---------|---------------------------------------|-------------|---------------------------------|--|-------------|
| EXTINGUISH | 103 IN D69916 NOW CONTAINED IN 56 (WARWICK STREET) | LONG | EASEMENT(S) | C IN F57623 | | | TG 12003595 |
| EXISTING | COMMON PROPERTY | SHORT | FREE AND UNRESTRICTED RIGHT(S) OF WAY | A | | | |
| EXISTING | COMMON PROPERTY | LONG | EASEMENT(S) | C | | | TG 12003595 |
| EXISTING | COMMON PROPERTY | LONG | EASEMENT(S) | D | | | TG 12003595 |
| EXISTING | COMMON PROPERTY | LONG | EASEMENT(S) | E | | | TG 12003595 |
| NEW | COMMON PROPERTY | SERVICE | EASEMENT(S) WITH LIMITATIONS | B(T/F) | FOR ELECTRICITY SUPPLY PURPOSES | DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) | 223LG RPA |
| NEW | COMMON PROPERTY | SERVICE | EASEMENT(S) WITH LIMITATIONS | F | FOR ELECTRICITY SUPPLY PURPOSES | DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000) | 223LG RPA |



C28367

SUBSTITUTE SHEET
SHEET 2 OF 19

49407_text_01_v19_Version_19

EASEMENT DETAILS:

| STATUS | LAND BURDENED | FORM | CATEGORY | IDENTIFIER | PURPOSE | IN FAVOUR OF | CREATION |
|--------|---------------|------|----------------------------------|------------|---------|-----------------|----------|
| NEW | 907.911.912 | LONG | RIGHT(S) OF WAY WITH LIMITATIONS | G | ON FOOT | COMMON PROPERTY | |

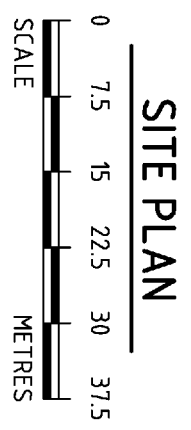
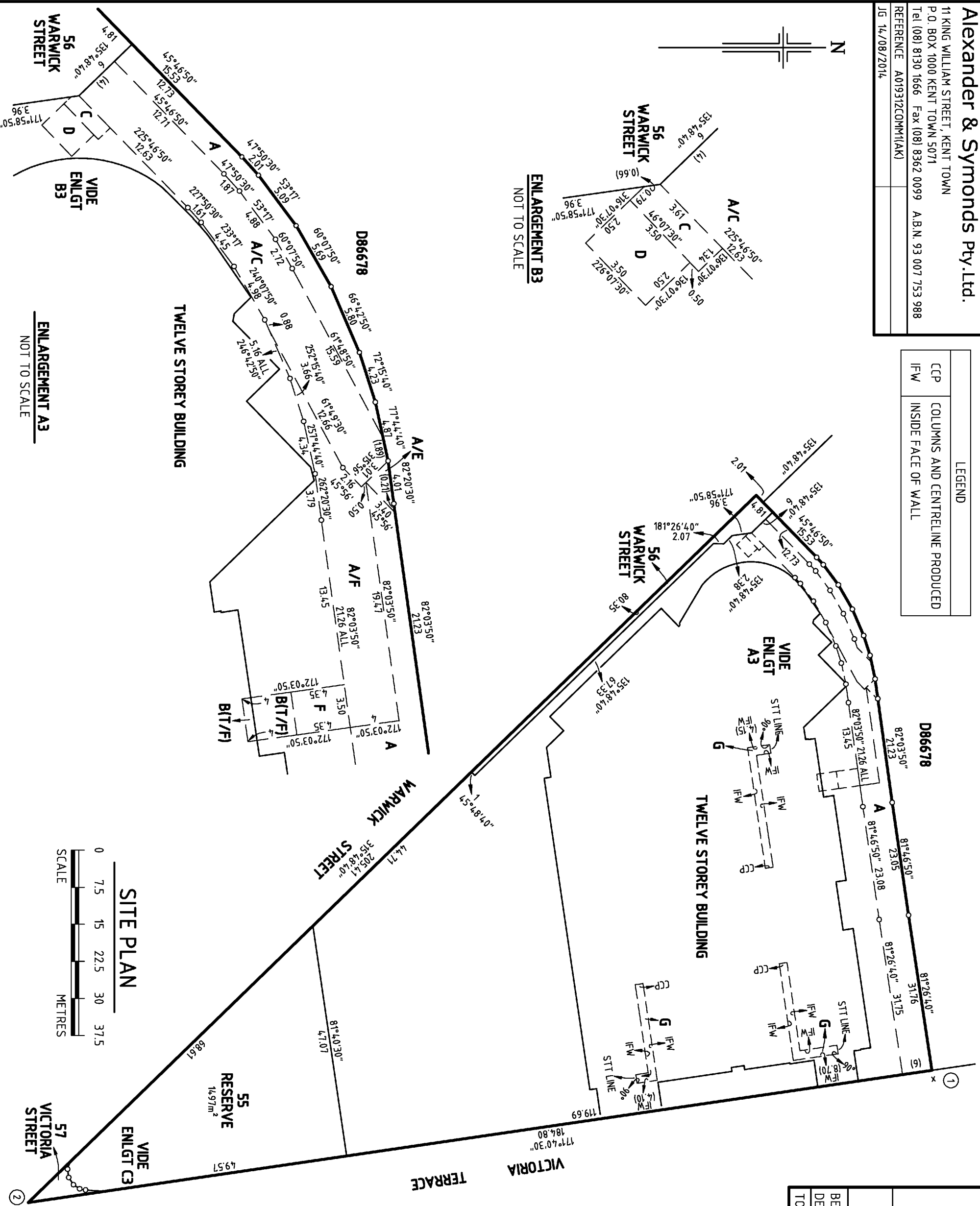
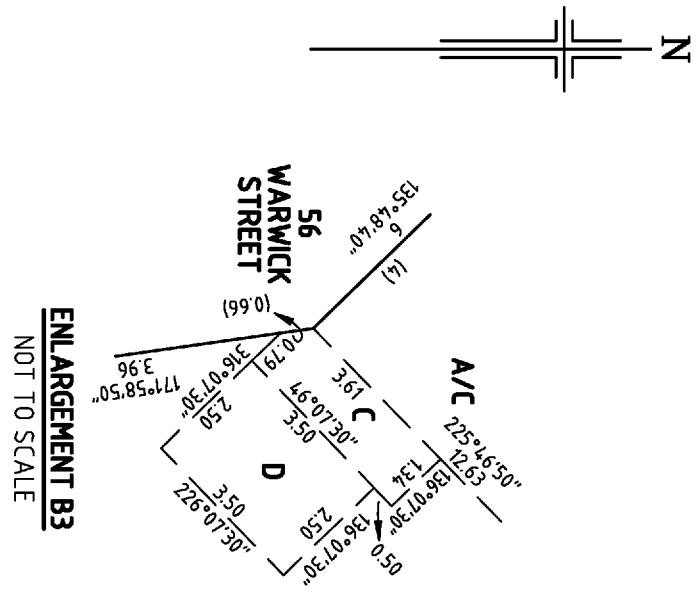
ANNOTATIONS: SECTION 90E OF THE REAL PROPERTY ACT 1886 APPLIES TO THIS PLAN.

| LEGEND | |
|--------|---------------------------------|
| CCP | COLUMNS AND CENTRELINE PRODUCED |
| IFW | INSIDE FACE OF WALL |

C28367

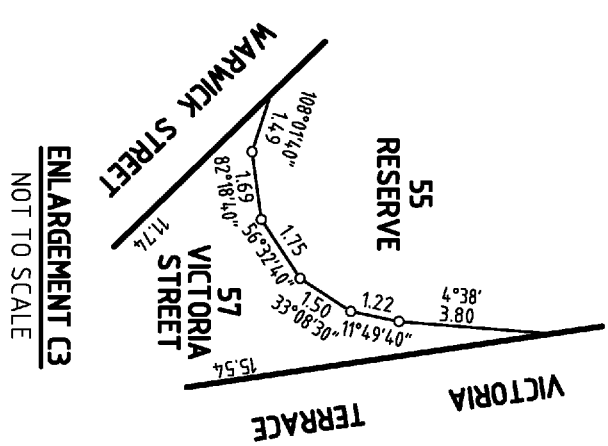
SHEET 3 OF 19

49407_pland_1_V03_Version_19
 BEARING DATUM: ① - ② 171°40'30"
 DERIVATION: D86678 ADOPTED
 TOTAL AREA: 1.196 ha

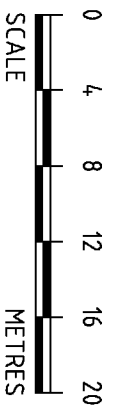


| |
|---------------|
| ROOF |
| TENTH FLOOR |
| NINTH FLOOR |
| EIGHTH FLOOR |
| SEVENTH FLOOR |
| SIXTH FLOOR |
| FIFTH FLOOR |
| FOURTH FLOOR |
| THIRD FLOOR |
| SECOND FLOOR |
| FIRST FLOOR |
| GROUND FLOOR |

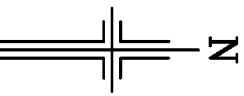
TYPICAL CROSS SECTION
 NOT TO SCALE



| LEGEND | |
|--------|---------------------------------|
| A/C | AIR CONDITIONER |
| ■ | DENOTES COLUMN |
| ▨ | COLUMNS AND CENTRELINE PRODUCED |
| — | CENTRELINE OF WALL PRODUCED |
| — | FACE COLUMNS AND PRODUCTION |
| FHR | FIRE HOSE REEL |
| FWP | FACE OF WALL AND LINE PRODUCED |
| IFG | INSIDE FACE OF GLASS |
| IFW | INSIDE FACE OF WALL |



| EASEMENT LIMITATION(S) SCHEDULE | |
|---------------------------------|--------------------------------|
| IDENTIFIER | HEIGHT LIMITATION |
| BT/F/I | UPPER LIMIT OF 4.2 METRES AHD. |
| F | UPPER LIMIT OF 4.2 METRES AHD. |



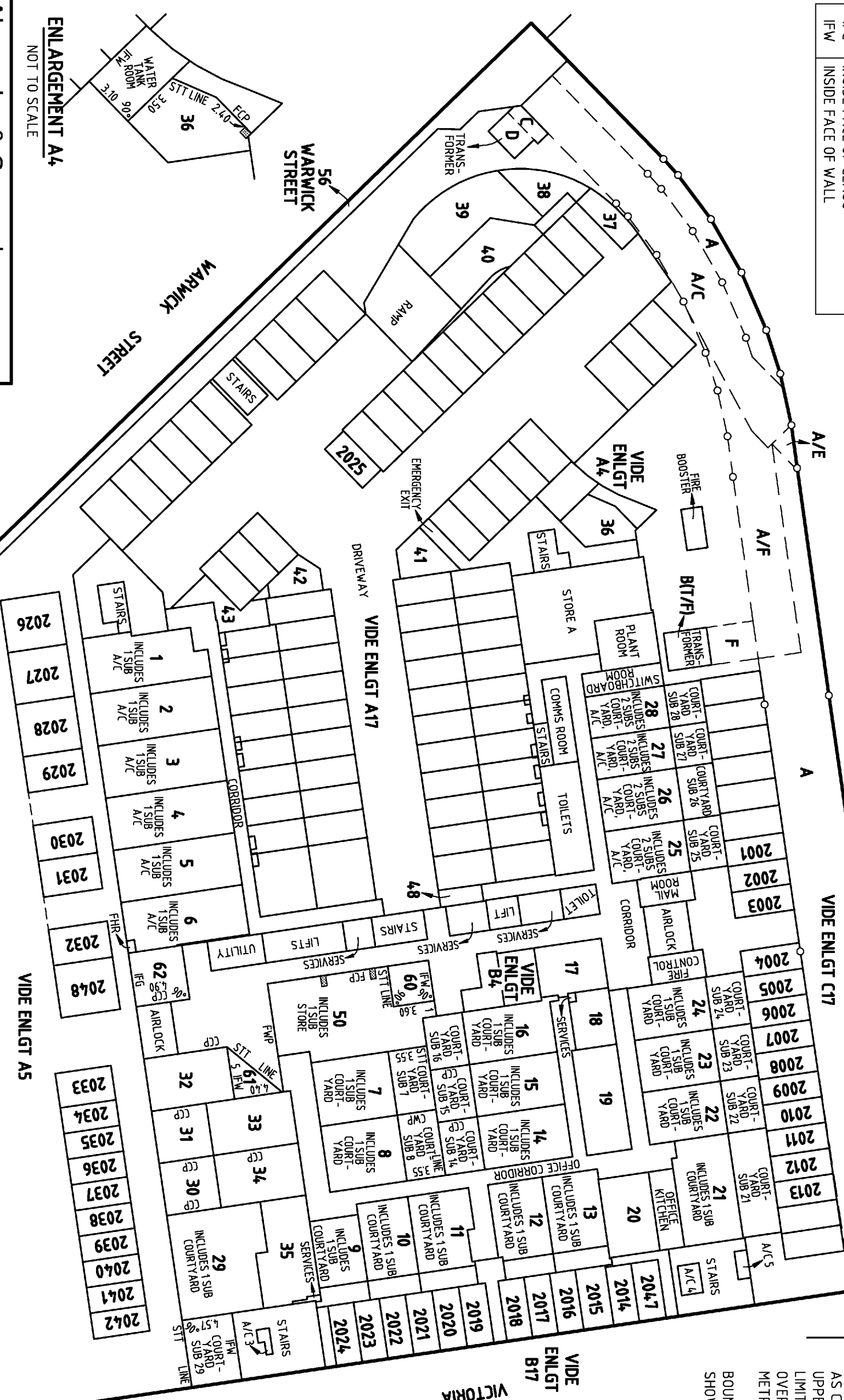
C28367

SHEET 4 OF 19

49407_pland_2_V03_Version_19

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

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS COURTYARD ARE WALL.



ENLARGEMENT A4

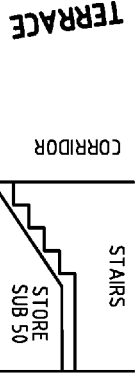
NOT TO SCALE

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 5071
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE A019312(COMM)AK
 JG 14/08/2014

GROUND FLOOR PLAN

SEE CONTINUATION ENLGT A5








CROSS SECTION C1-C2
NOT TO SCALE



ENLARGEMENT B4
NOT TO SCALE

THE LOWER AND UPPER LIMITS OF LOTS 2001 - 2042, 2047 AND 2048 ARE EXISTING GROUND LEVEL AND 2.70 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.70 METRES.

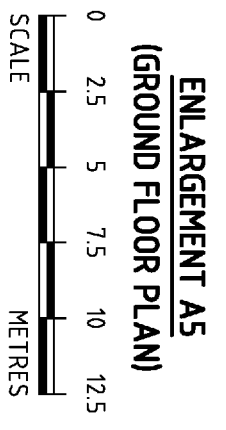
| LEGEND | |
|---|---------------------------------|
|  | DENOTES COLUMN |
|  | COLUMNS AND CENTRELINE PRODUCED |
|  | FACE OF COLUMN AND PRODUCTION |
|  | FACE OF KERB AND PRODUCTION |
|  | FACE OF KERB |

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING GROUND LEVEL AND 2.70 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.70 METRES.

THE LOWER AND UPPER LIMITS OF LOTS 2026 - 2042, 2046 AND 2048 ARE EXISTING GROUND LEVEL AND 2.70 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.70 METRES.

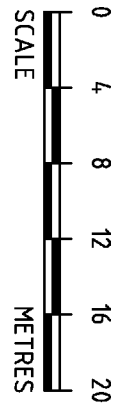
SEE CONTINUATION SHEET 4

C28367
SHEET 5 OF 19
49407_pland_3_V03_Version_19



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REFERENCE A019312COMM1(AK)
JG 14/08/2014

SUBSTITUTE SHEET



C28367

SHEET 7 OF 19

49407_pland_5_V05_Version_19

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.

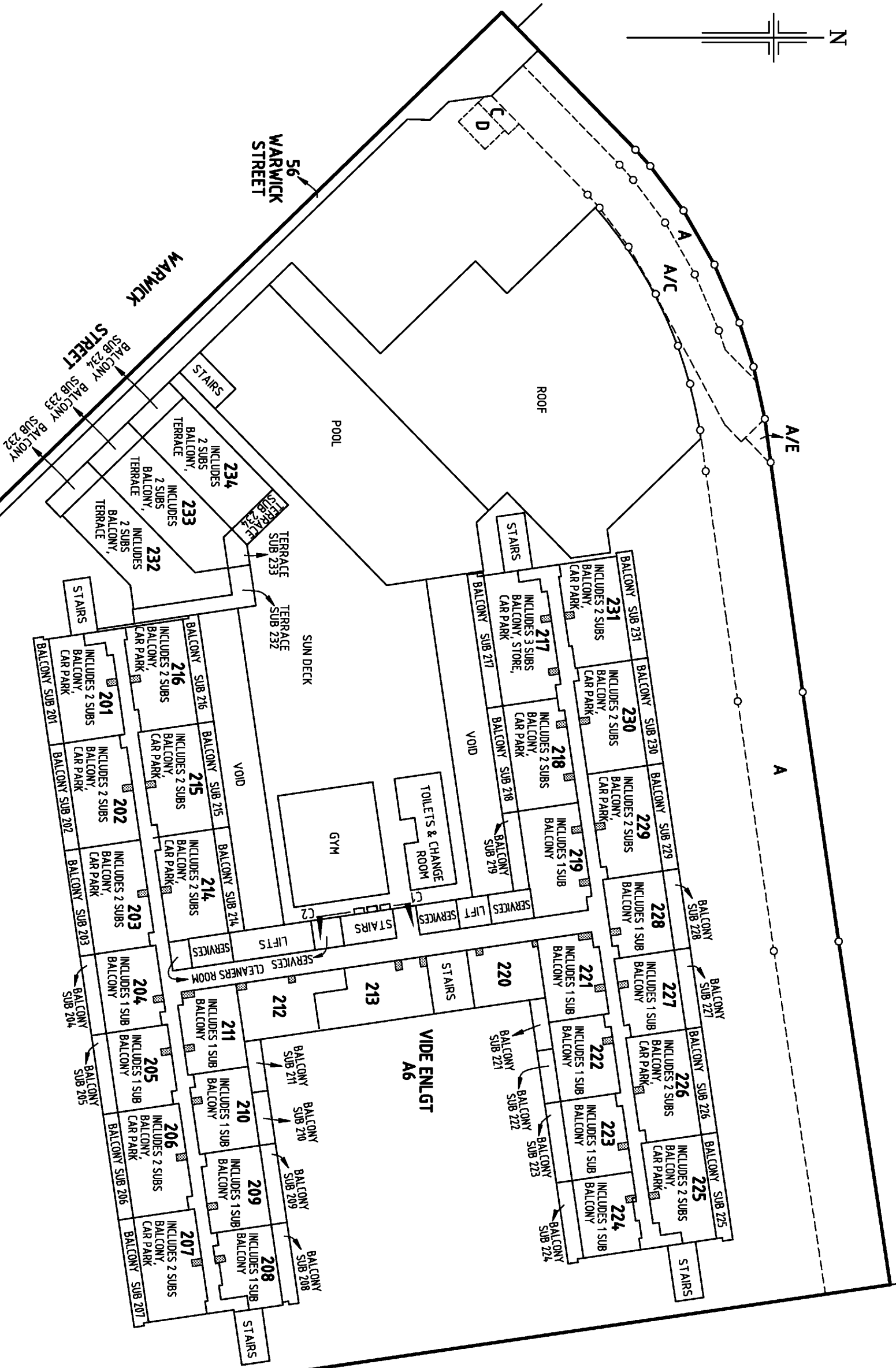
BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE GLASS FENCE.

BOUNDARIES OF LOT SUBSIDIARIES SHOWN AS AIR CONDITIONER IS THE OUTSIDE FACE OF AIR CONDITIONER.

ALL ANCILLARY PIPES, DUCTS AND FITTINGS ASSOCIATED WITH THE FUNCTION OF THE LOT SUBSIDIARY SHOWN AS AIRCONDITIONER SHALL FORM PART OF THE RESPECTIVE LOT SUBSIDIARY.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS TERRACE ARE GLASS FENCE.

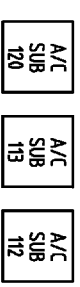
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.



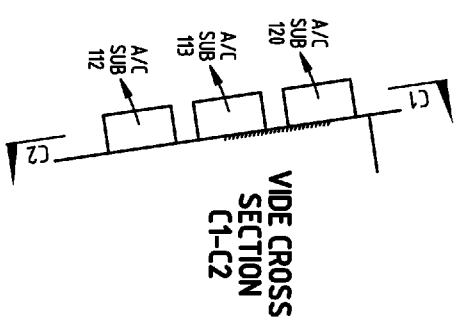
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 REFERENCE A019312COMM(TAK)

JG 23/03/2015

SECOND FLOOR PLAN

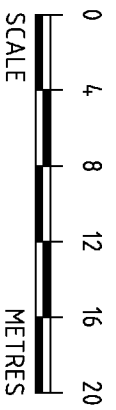


CROSS SECTION C1-C2



ENLARGEMENT A6

| LEGEND | |
|--------|--------------------------|
| | DENOTES COLUMN |
| | A/C AIR CONDITIONER |
| | PROD PRODUCTION |
| | OFW OUTSIDE FACE OF WALL |



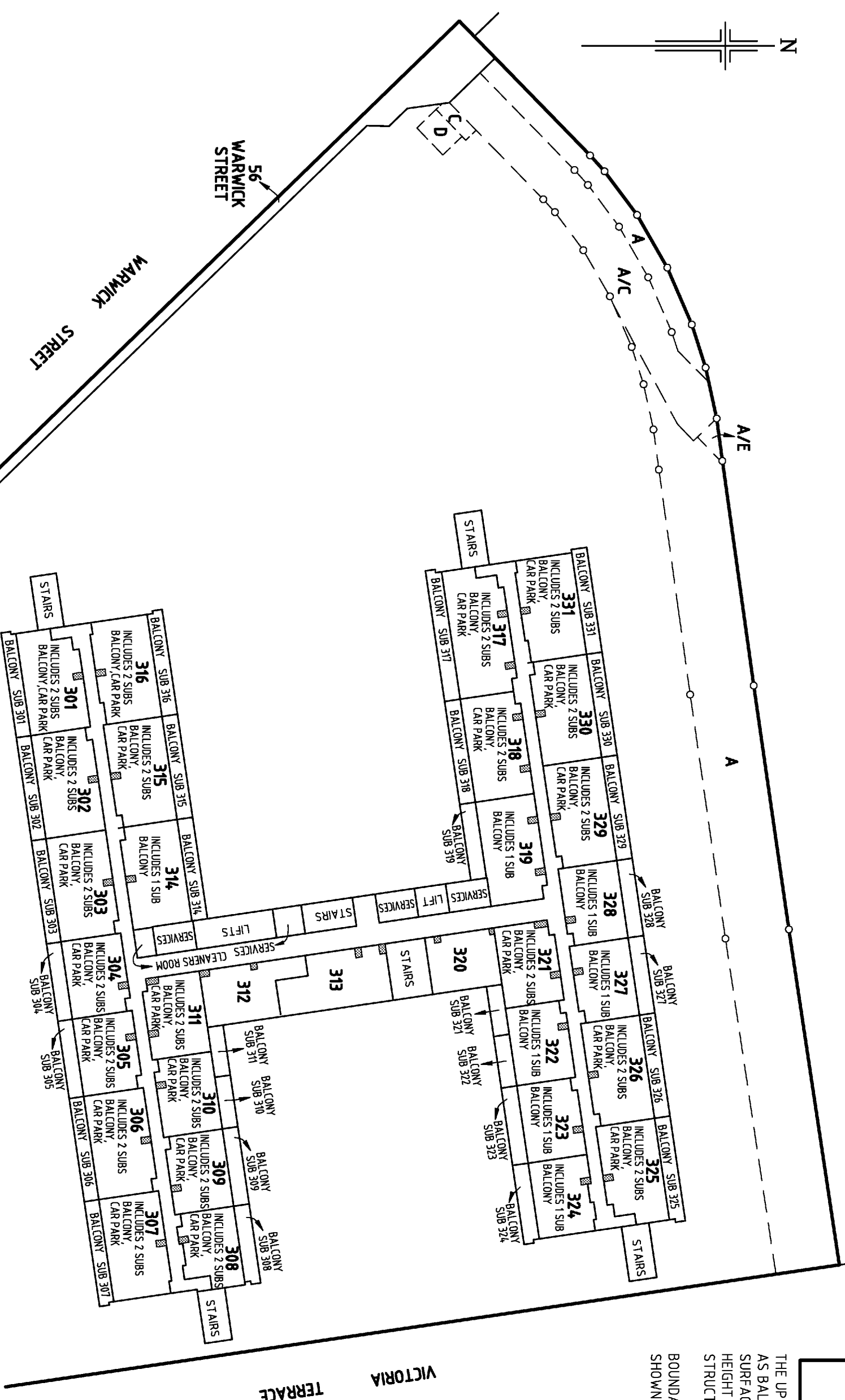
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE GLASS FENCE.

49407_pland_6_V04_Version_19

SHEET 8 OF 19

C28367

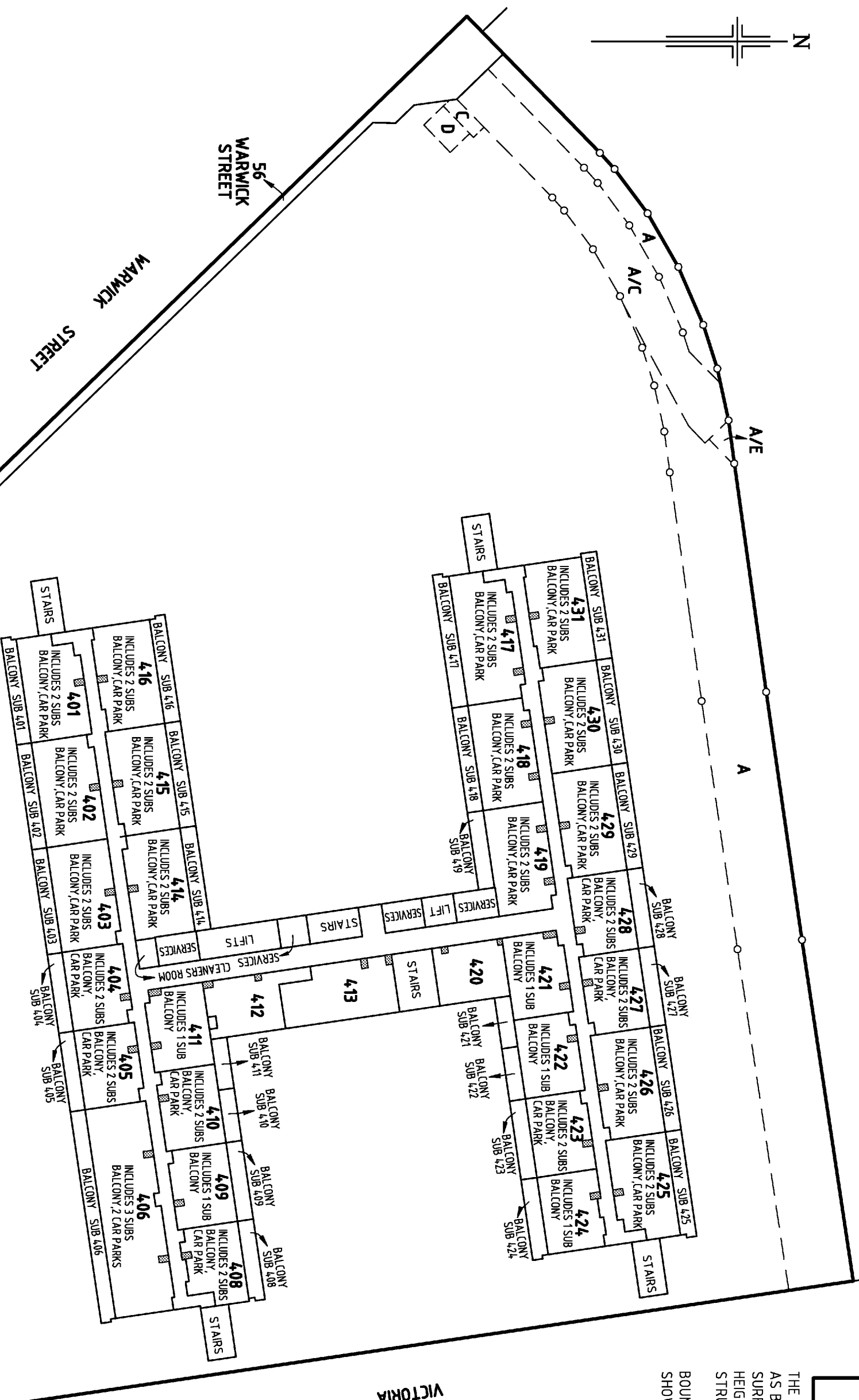
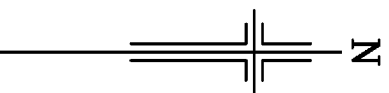
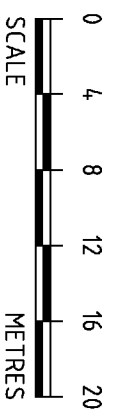


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 REFERENCE A019312COMM1(AK)

THIRD FLOOR PLAN

| LEGEND | |
|--------|----------------|
| | DENOTES COLUMN |

JG 14/08/2014



C28367
SHEET 9 OF 19

49407_pland_7_V04_Version_19

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 GLASS FENCE.

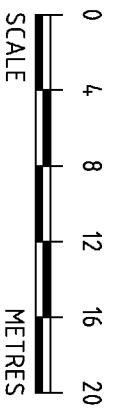
VICTORIA TERRACE

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JG 14/08/2014

FOURTH FLOOR PLAN

| LEGEND | |
|--------|----------------|
| | DENOTES COLUMN |



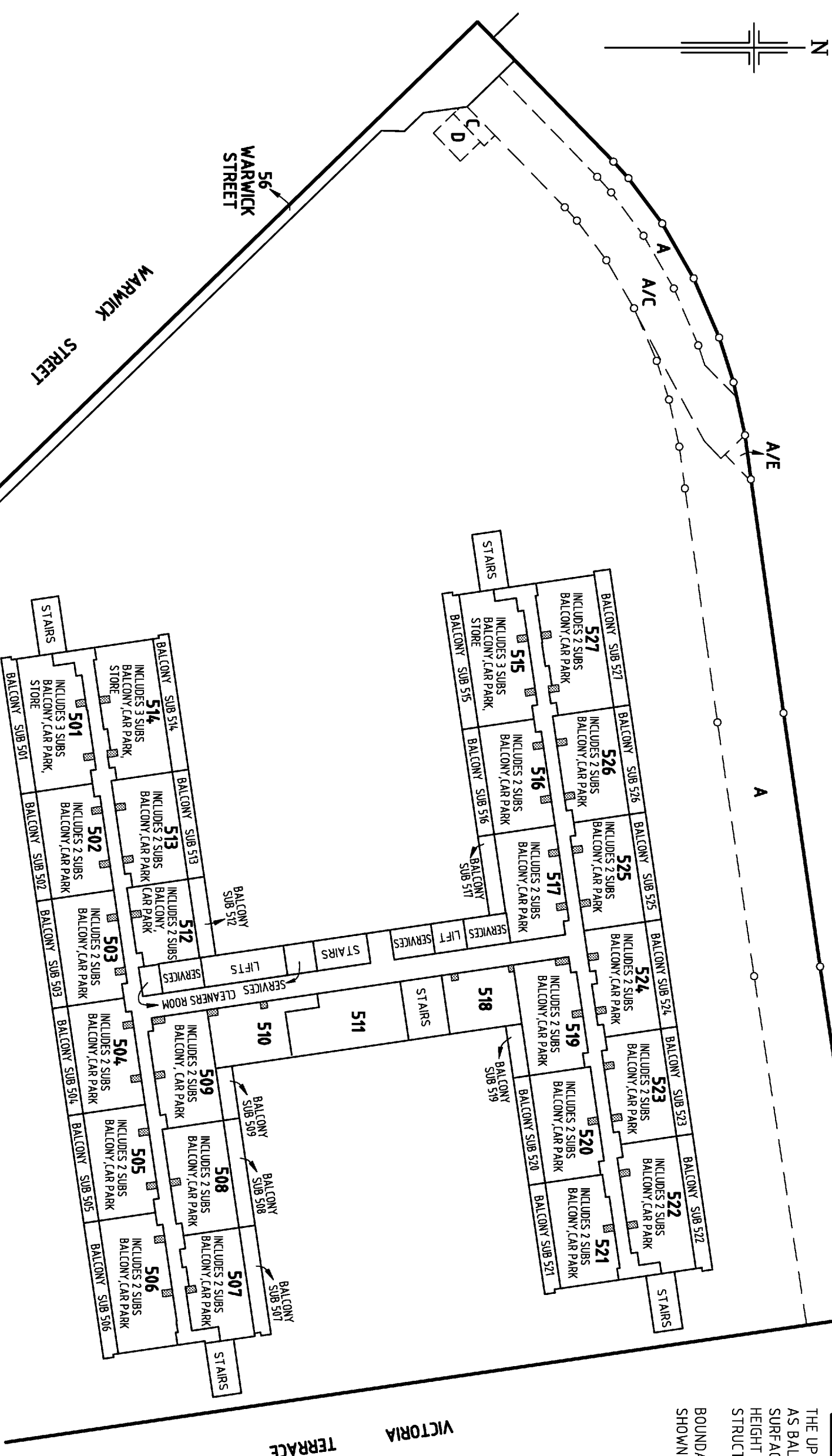
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE GLASS FENCE.

49407_pland_8_V04_Version_19

SHEET 10 OF 19

C28367

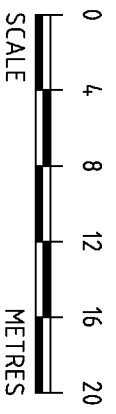


FIFTH FLOOR PLAN

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 REFERENCE A019312COMM1(AK)
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| LEGEND | |
|--------|----------------|
| | DENOTES COLUMN |



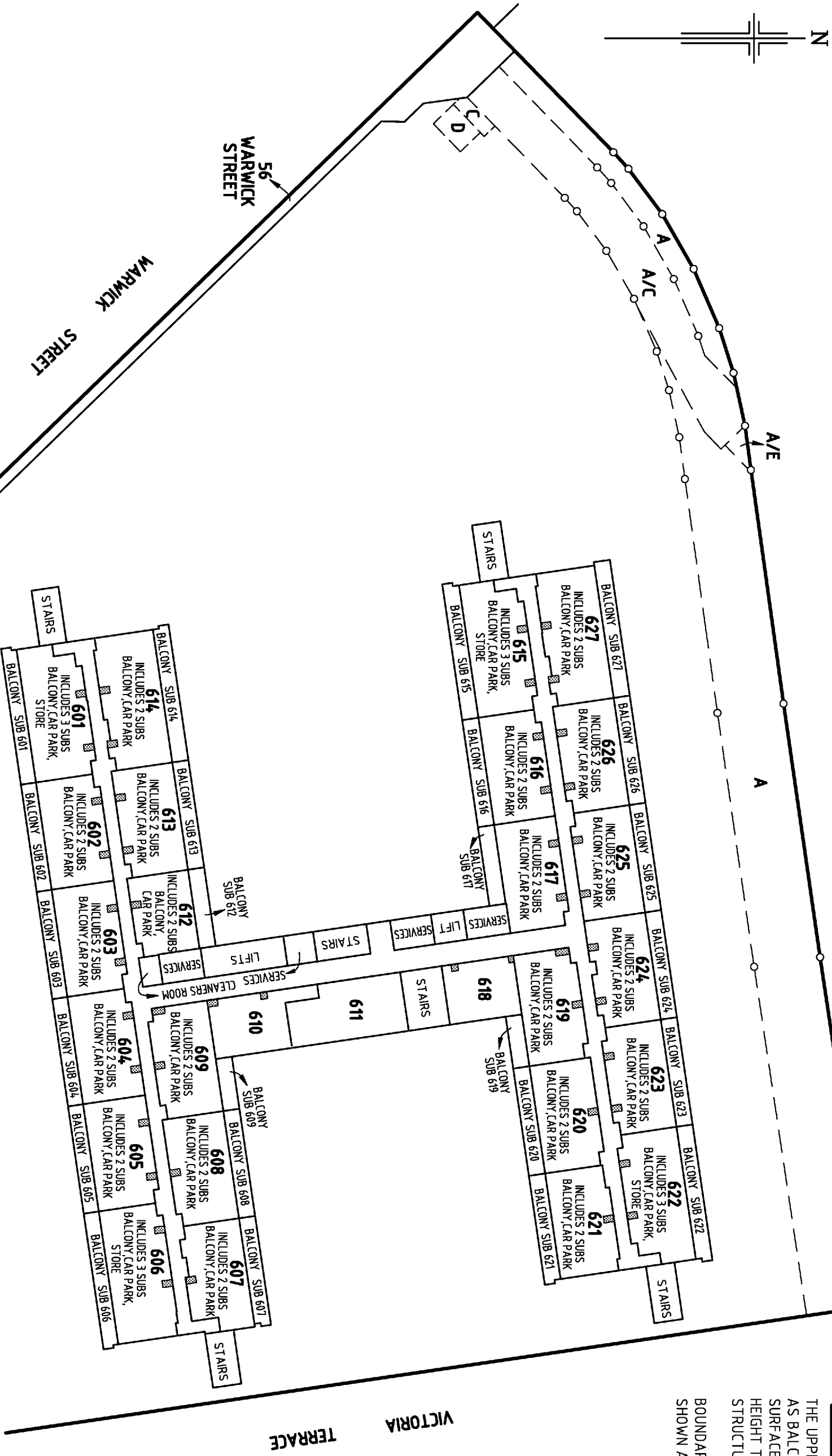
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE GLASS FENCE.

49407_pland_9_V04_Version_19

SHEET 11 OF 19

C28367

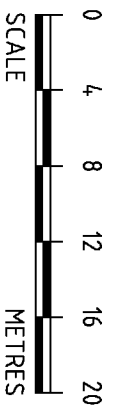


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 REFERENCE A019312COMM1(AK)

SIXTH FLOOR PLAN

| LEGEND | |
|--------|----------------|
| | DENOTES COLUMN |

JG 14/08/2014



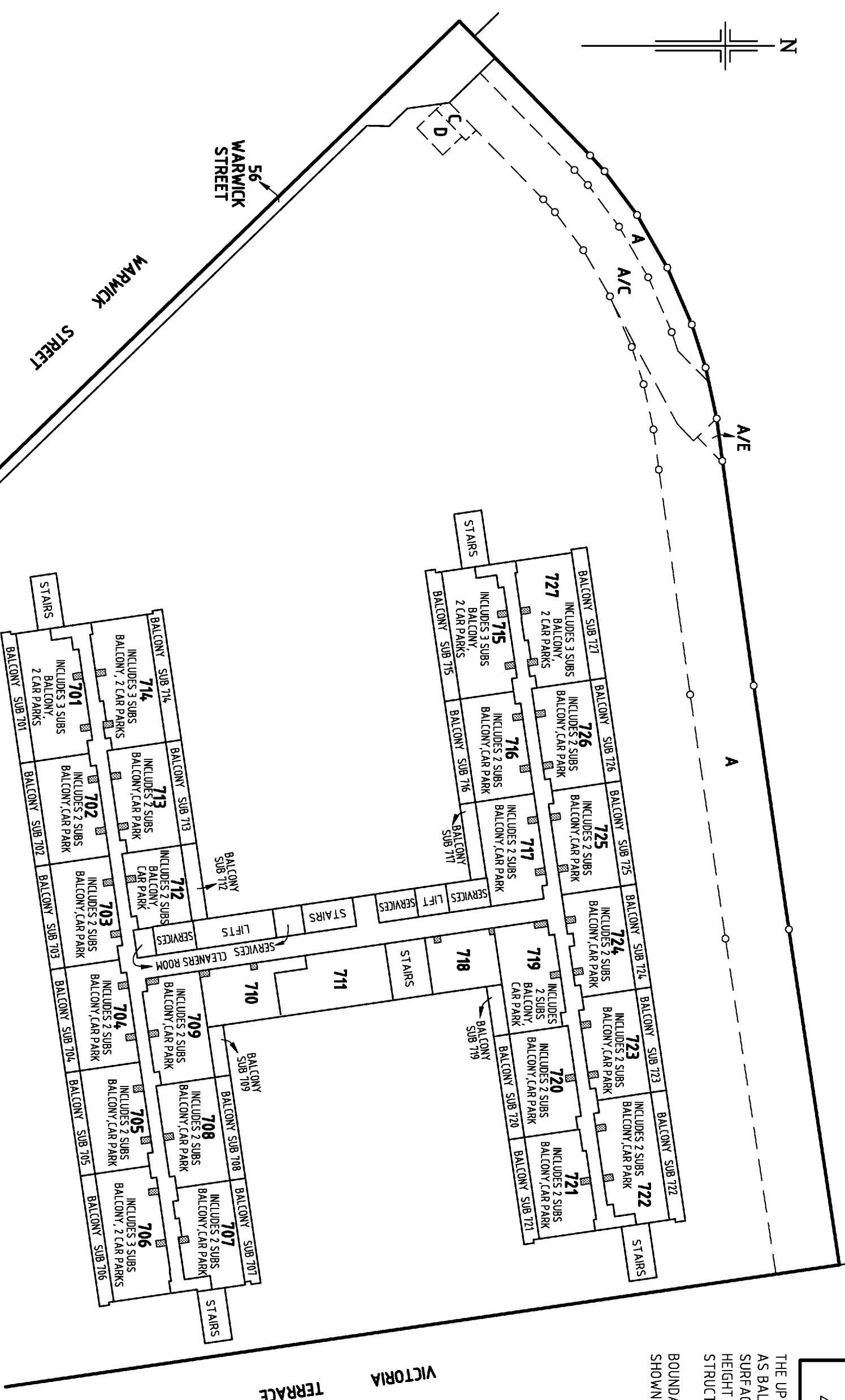
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE GLASS FENCE.

49407_pland_10_V04_Version_19

SHEET 12 OF 19

C28367

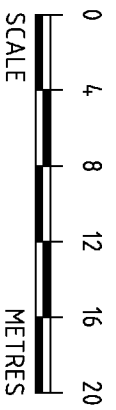


SEVENTH FLOOR PLAN

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 REFERENCE A019312COMM1(AK)
 JG 14/08/2014

| LEGEND | |
|--------|----------------|
| | DENOTES COLUMN |



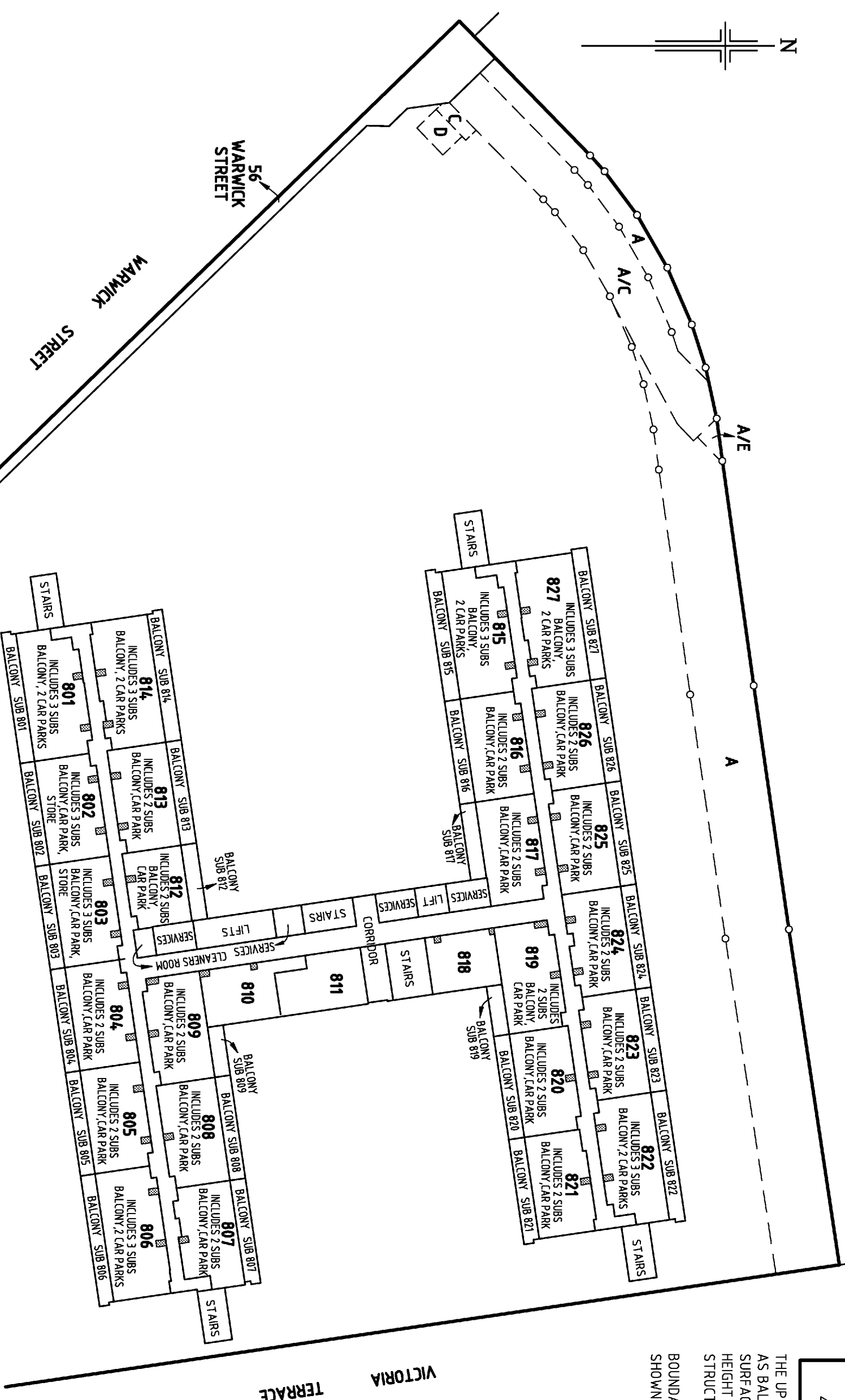
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE GLASS FENCE.

49407_pland_11_V04_Version_19

SHEET 13 OF 19

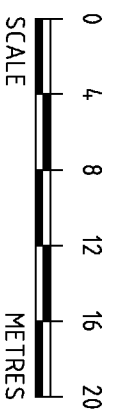
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 REFERENCE A019312COMM1(AK)
 JG 14/08/2014

EIGHTH FLOOR PLAN

| LEGEND | |
|--------|----------------|
| | DENOTES COLUMN |



| EASEMENT LIMITATION(S) SCHEDULE | |
|---------------------------------|---|
| IDENTIFIER | HEIGHT LIMITATION |
| G | LOWER AND UPPER LIMITS ARE THE UPPER SURFACE OF SLAB AND 2.20 METRES ABOVE UPPER SURFACE OF SLAB RESPECTIVELY AT NINTH FLOOR LEVEL. |

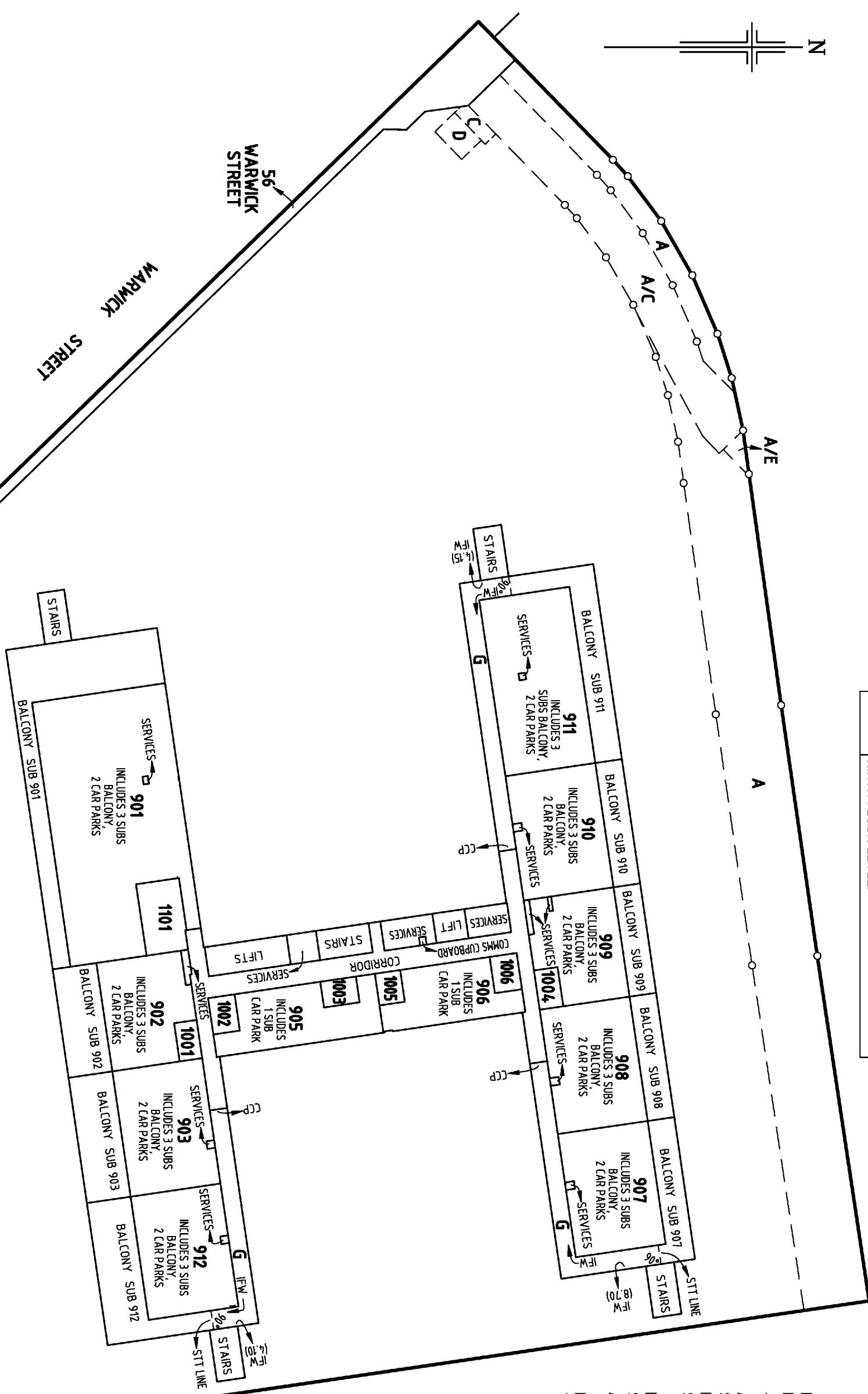
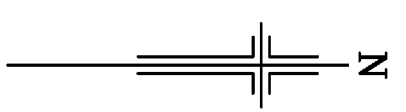
C28367
SHEET 14 OF 19
49407_pland_12_V03_Version_19

LOTS 1001 - 1006 EXIST AT NINTH AND TENTH FLOOR LEVELS.

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 CENTRELINE OF WALL AND LINE PRODUCED.

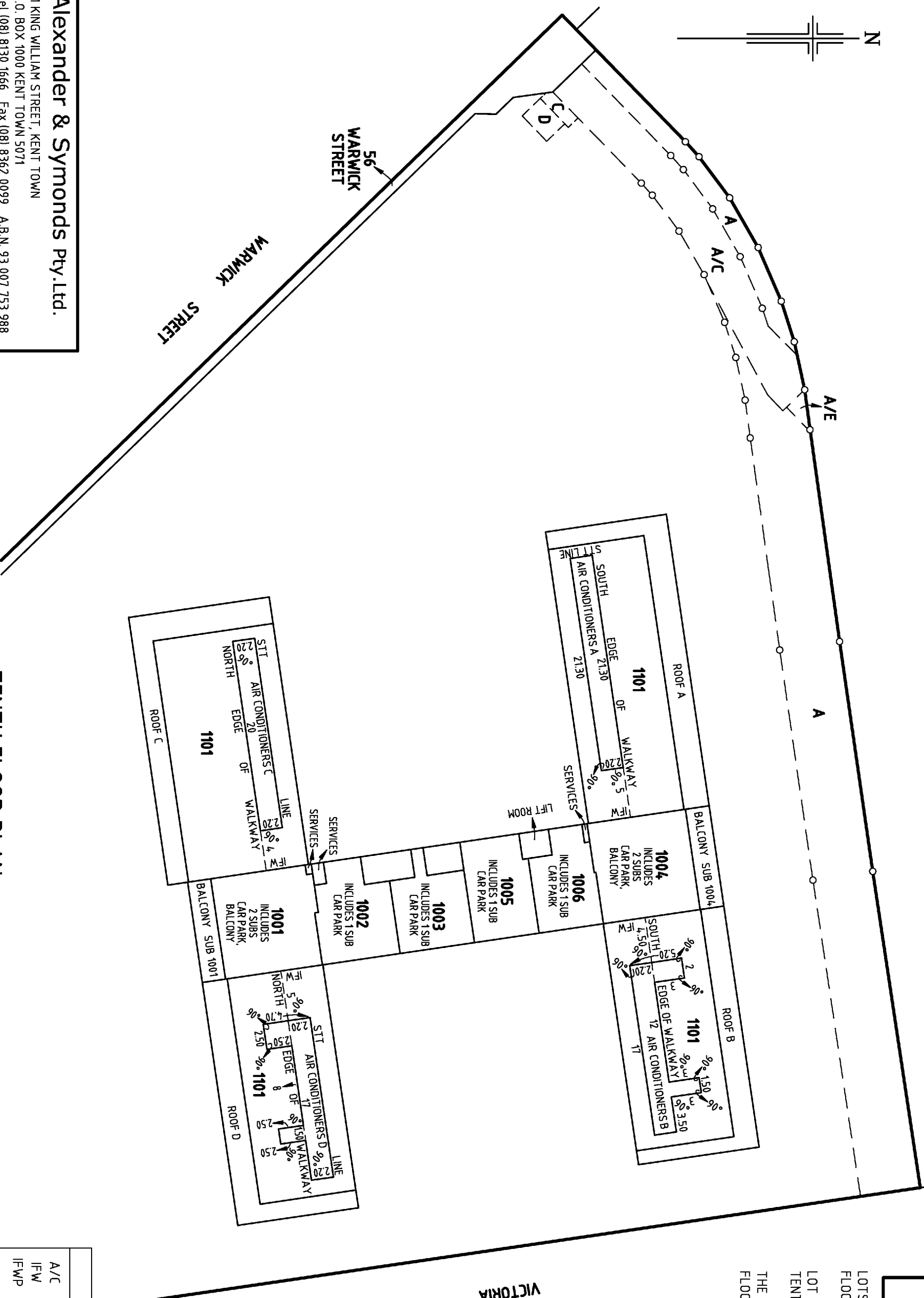
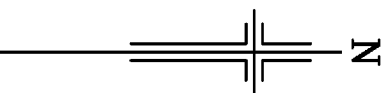
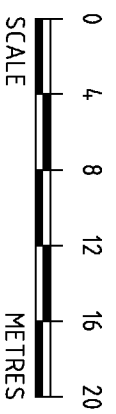
LOT 1101 EXIST AT NINTH FLOOR LEVEL, TENTH FLOOR LEVEL AND ROOF LEVEL.



NINTH FLOOR PLAN

| LEGEND | |
|--------|-------------------------------------|
| | DENOTES COLUMN |
| | CCP COLUMNS AND CENTRELINE PRODUCED |
| | IFW INSIDE FACE OF WALL |

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C28367
SHEET 15 OF 19

49407_pland_13_V03_Version_19

LOTS 1001 - 1006 EXIST AT NINTH AND TENTH FLOOR LEVELS.

LOT 1101 EXIST AT NINTH FLOOR LEVEL, TENTH FLOOR LEVEL AND ROOF LEVEL.

THE UPPER LIMIT OF LOT 1101 AT TENTH FLOOR LEVEL IS 85 METRES AHD.

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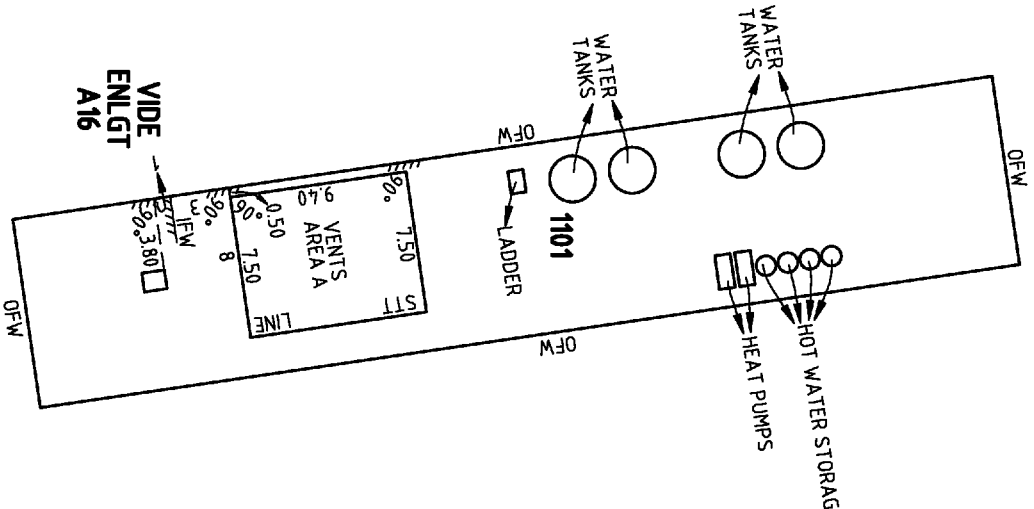
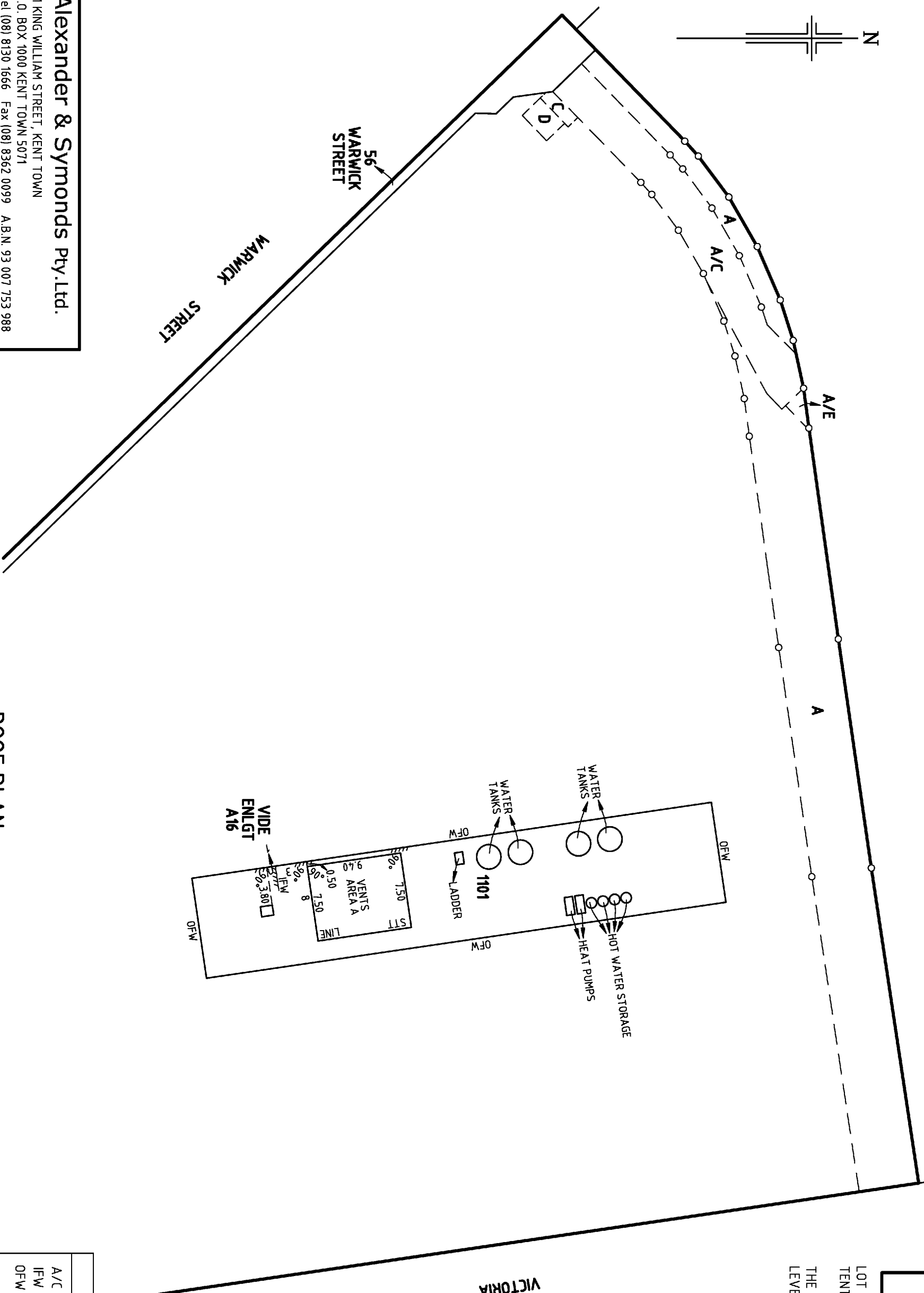
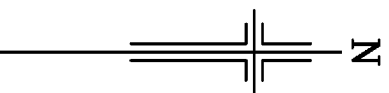
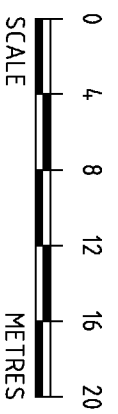
REFERENCE A019312COMM1(AK)

JG 14/08/2014

TENTH FLOOR PLAN

LEGEND

| | |
|------|------------------------------------|
| A/C | AIR CONDITIONER |
| IFW | INSIDE FACE OF WALL |
| IFWP | INSIDE FACE OF WALL AND PRODUCTION |



C28367
SHEET 16 OF 19

49407_pland_14_V04_Version_19

LOT 1101 EXIST AT NINTH FLOOR LEVEL,
TENTH FLOOR LEVEL AND ROOF LEVEL.
THE UPPER LIMIT OF LOT 1101 AT ROOF
LEVEL IS 85 METRES AHD.

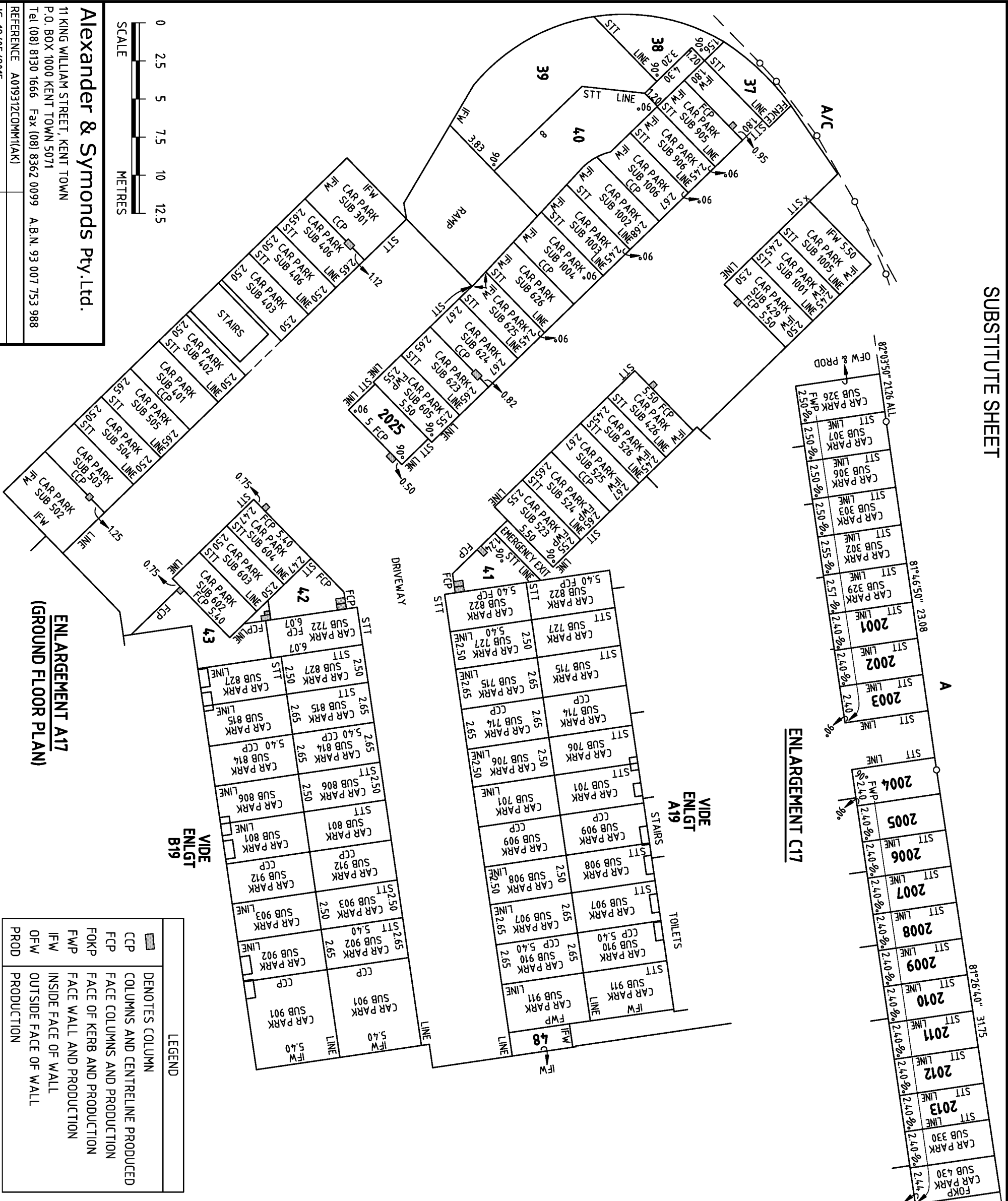
VICTORIA
TERRACE

Alexander & Symonds Pty.Ltd.

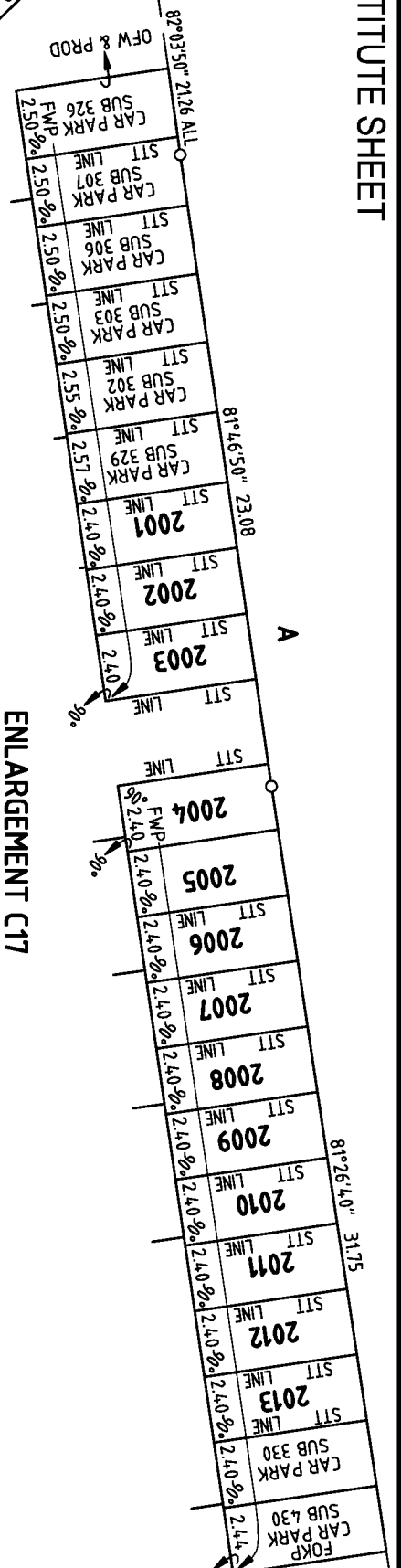
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Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
REFERENCE A019312COMM1(AK)
JG 14/08/2014

ROOF PLAN

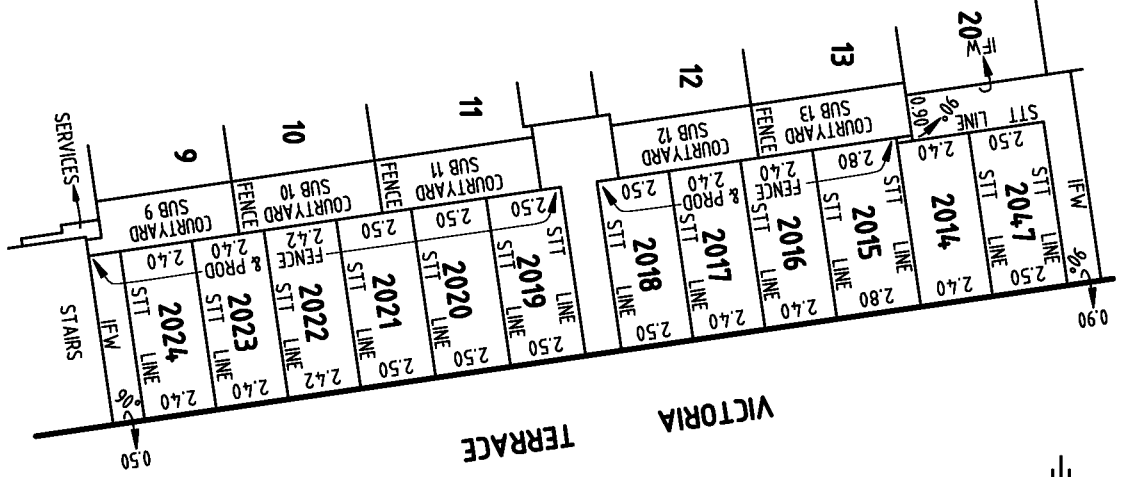
| LEGEND | |
|--------|----------------------|
| A/C | AIR CONDITIONER |
| IFW | INSIDE FACE OF WALL |
| OFW | OUTSIDE FACE OF WALL |



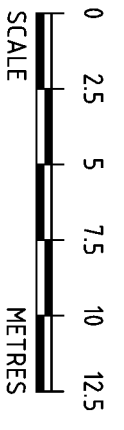
ENLARGEMENT C17



ENLARGEMENT B17



ENLARGEMENT A17
(GROUND FLOOR PLAN)

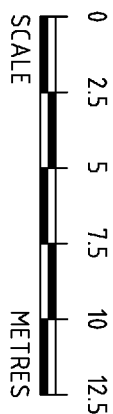
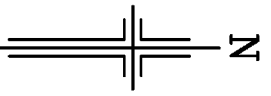


| LEGEND | |
|--------|---------------------------------|
| | DENOTES COLUMN |
| | COLUMNS AND CENTRELINE PRODUCED |
| | FACE COLUMNS AND PRODUCTION |
| | FACE OF KERB AND PRODUCTION |
| | FACE WALL AND PRODUCTION |
| | INSIDE FACE OF WALL |
| | OUTSIDE FACE OF WALL |
| | PRODUCTION |

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 REFERENCE A019312COMM1(AK)
 JG 19/05/2015

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 2.70 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.70 METRES.

THE LOWER AND UPPER LIMITS OF LOTS 2001 - 2042, 2047 - 2048 ARE EXISTING GROUND LEVEL AND 2.70 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.70 METRES.



| LEGEND | |
|--------|------------------------------------|
| | DENOTES COLUMN |
| | A/C AIR CONDITIONER |
| | COLUMNS AND CENTRELINE PRODUCED |
| | FACE COLUMNS AND PRODUCTION |
| | FACE OF WALL AND LINE PRODUCED |
| | INSIDE FACE OF WALL |
| | INSIDE FACE OF WALL AND PRODUCTION |

C28367

SHEET 18 OF 19

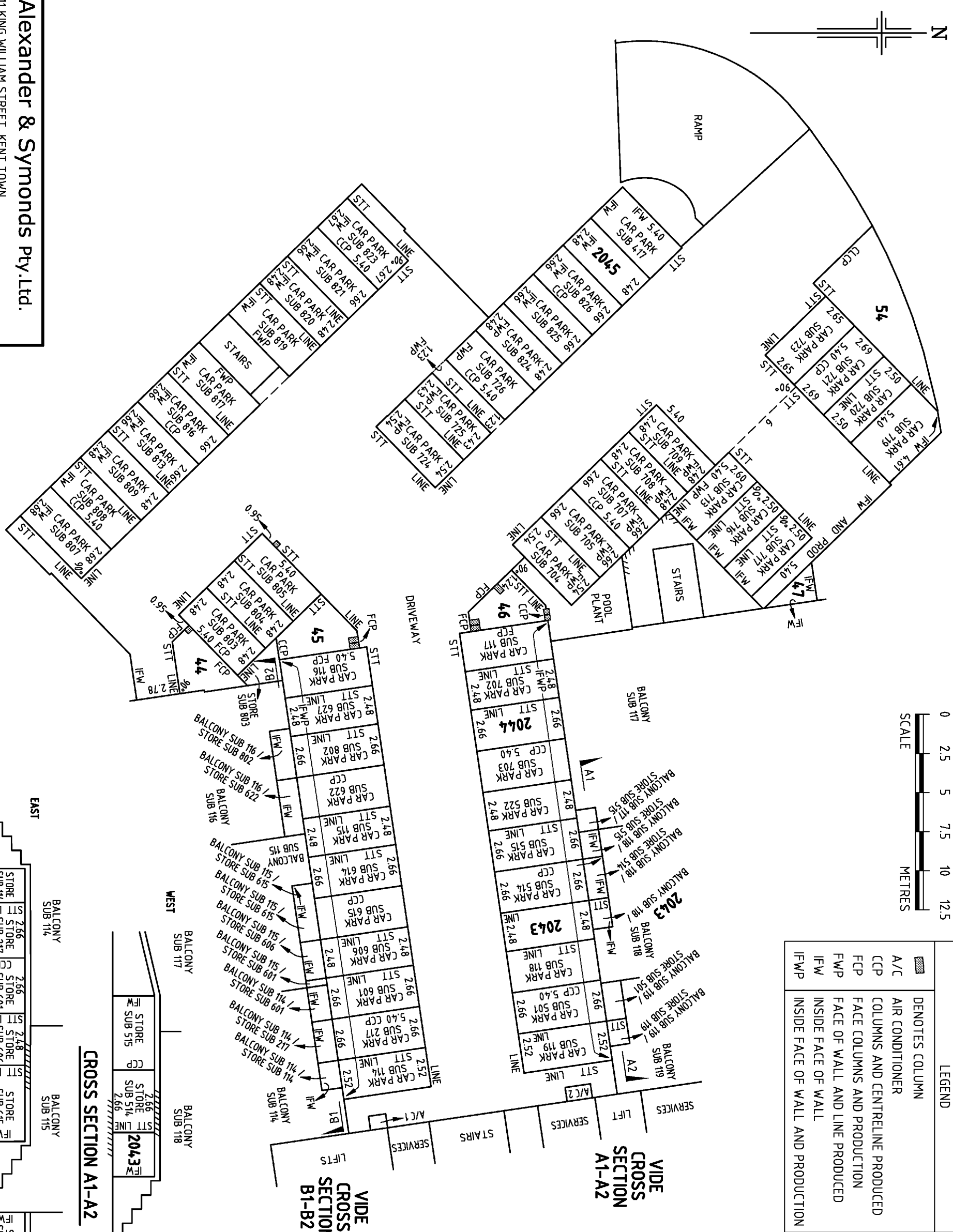
49407_pland_16_V04_Version_19

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 2.70 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.70 METRES.

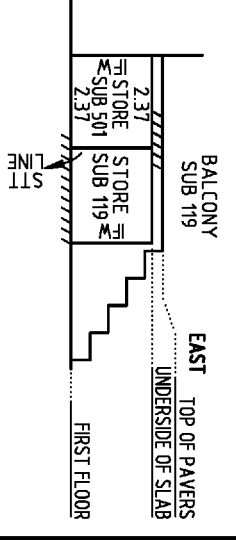
THE LOWER AND UPPER LIMITS OF LOTS 2043-2045 ARE EXISTING FLOOR LEVEL SLAB AND 2.70 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.70 METRES.

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.

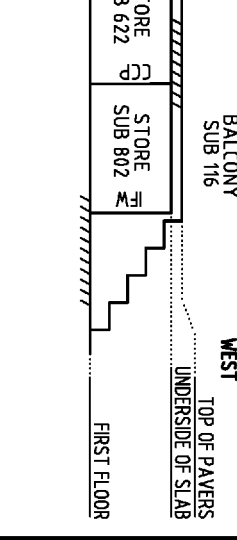
BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE CENTERLINE OF WALL AND LINE PRODUCED.



CROSS SECTION A1-A2



CROSS SECTION B1-B2



ENLARGEMENT A18 (FIRST FLOOR PLAN)

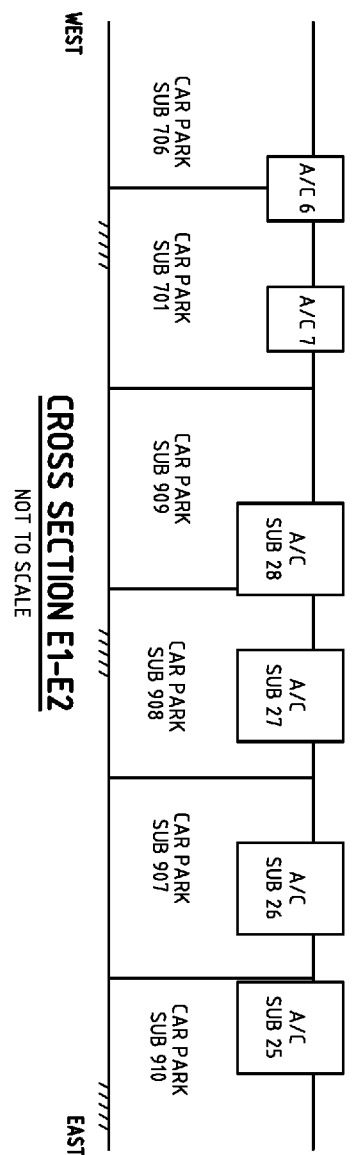
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 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
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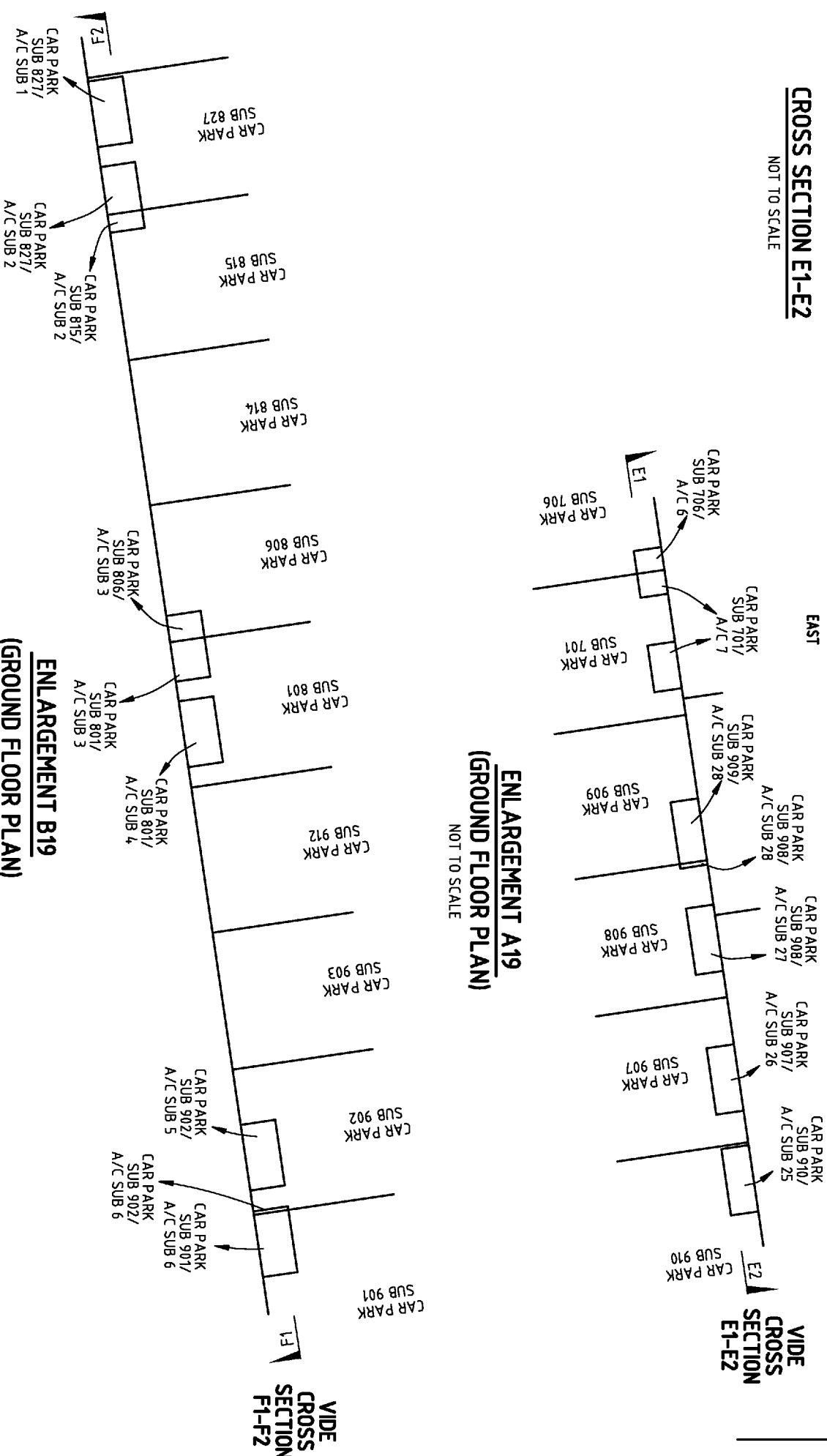
BOUNDARIES OF LOT SUBSIDIARIES SHOWN AS AIR CONDITIONER IS THE OUTSIDE FACE OF AIR CONDITIONER.

ALL ANCILLARY PIPES, DUCTS AND FITTINGS ASSOCIATED WITH THE FUNCTION OF THE LOT SUBSIDIARY SHOWN AS AIRCONDITIONER SHALL FORM PART OF THE RESPECTIVE LOT SUBSIDIARY.

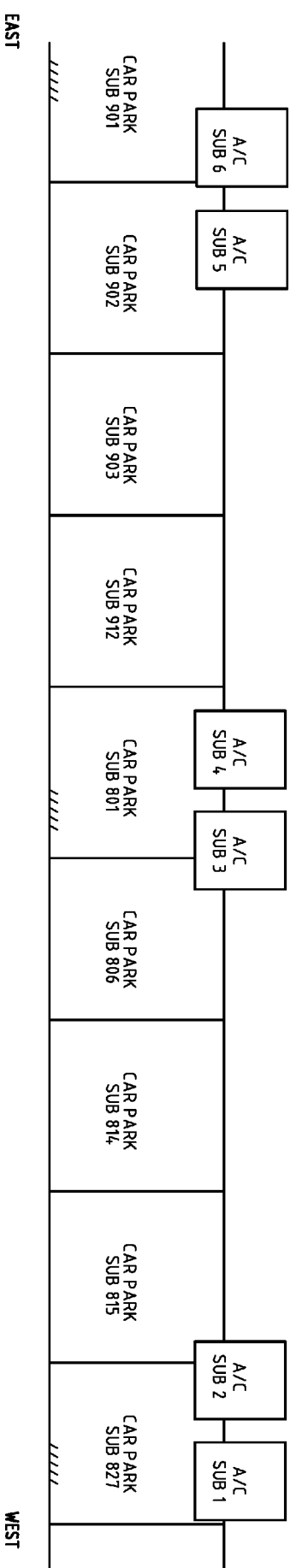
| LEGEND | |
|--------|-----------------|
| A/C | AIR CONDITIONER |



**ENLARGEMENT A19
(GROUND FLOOR PLAN)**
NOT TO SCALE



**ENLARGEMENT B19
(GROUND FLOOR PLAN)**
NOT TO SCALE



CROSS SECTION F1-F2
NOT TO SCALE

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11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

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

REFERENCE A019312(COMM1(AK))

JG 14/08/2014



LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

C28367

THIS IS SHEET 1 OF 6 SHEETS

APPROVED  DEPOSITED 17/1/2014 
PRO REGISTRAR-GENERAL

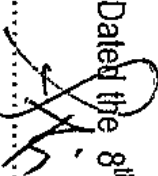
SCHEDULE OF LOT ENTITLEMENTS

| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
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| 2 | 272 | | 32 | 196 | |
| 3 | 272 | | 33 | 219 | |
| 4 | 272 | | 34 | 219 | |
| 5 | 272 | | 35 | 291 | |
| 6 | 277 | | 36 | 4 | |
| 7 | 197 | | 37 | 3 | |
| 8 | 197 | | 38 | 3 | |
| 9 | 157 | | 39 | 7 | |
| 10 | 180 | | 40 | 6 | |
| 11 | 197 | | 41 | 3 | |
| 12 | 185 | | 42 | 3 | |
| 13 | 185 | | 43 | 3 | |
| 14 | 215 | | 44 | 3 | |
| 15 | 215 | | 45 | 3 | |
| 16 | 215 | | 46 | 3 | |
| 17 | 150 | | 47 | 2 | |
| 18 | 100 | | 48 | 2 | |
| 19 | 196 | | 50 | 402 | |
| 20 | 199 | | 53 | 42 | |
| 21 | 287 | | 54 | 6 | |
| 22 | 197 | | 58 | 111 | |
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| 24 | 197 | | 61 | 55 | |
| 25 | 192 | | 62 | 157 | |
| 26 | 192 | | 101 | 351 | |
| 27 | 156 | | 102 | 360 | |
| 28 | 156 | | 103 | 360 | |
| 29 | 356 | | 104 | 263 | |
| 30 | 150 | | 105 | 263 | |

CERTIFICATE OF LAND VALUER

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

Dated the 8th day of May 2015

Signature of Land Valuer 

LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

SCHEDULE OF LOT ENTITLEMENTS

| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
|-----|-----------------|------------|-----|-----------------|------------|
| 106 | 360 | | 205 | 263 | |
| 107 | 360 | | 206 | 360 | |
| 108 | 254 | | 207 | 360 | |
| 109 | 263 | | 208 | 235 | |
| 110 | 260 | | 209 | 249 | |
| 111 | 263 | | 210 | 245 | |
| 112 | 282 | | 211 | 249 | |
| 113 | 245 | | 212 | 282 | |
| 114 | 351 | | 213 | 328 | |
| 115 | 351 | | 214 | 332 | |
| 116 | 351 | | 215 | 332 | |
| 117 | 434 | | 216 | 332 | |
| 118 | 356 | | 217 | 416 | |
| 119 | 351 | | 218 | 332 | |
| 120 | 263 | | 219 | 323 | |
| 121 | 254 | | 220 | 254 | |
| 122 | 259 | | 221 | 222 | |
| 123 | 263 | | 222 | 240 | |
| 124 | 263 | | 223 | 240 | |
| 125 | 332 | | 224 | 240 | |
| 126 | 346 | | 225 | 332 | |
| 127 | 245 | | 226 | 346 | |
| 128 | 245 | | 227 | 245 | |
| 129 | 346 | | 228 | 245 | |
| 130 | 346 | | 229 | 346 | |
| 131 | 346 | | 230 | 346 | |
| 201 | 351 | | 231 | 346 | |
| 202 | 360 | | 232 | 355 X | |
| 203 | 360 | | 233 | 336 K | |
| 204 | 263 | | 234 | 325 K | |

COMMUNITY PLAN NUMBER

C28367

THIS IS SHEET 2 OF 6 SHEETS

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| APPROVED | DEPOSITED |
| <i>[Signature]</i> | 17 9/2014 <i>[Signature]</i> |
| | PRO REGISTRAR-GENERAL |

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LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET



SCHEDULE OF LOT ENTITLEMENTS

| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
|-----|-----------------|------------|-----|-----------------|------------|
| 301 | 360 | | 331 | 346 | |
| 302 | 369 | | 401 | 360 | |
| 303 | 369 | | 402 | 374 | |
| 304 | 277 | | 403 | 374 | |
| 305 | 277 | | 404 | 282 | |
| 306 | 369 | | 405 | 282 | |
| 307 | 365 | | 406 | 683 | |
| 308 | 245 | | 408 | 249 | |
| 309 | 263 | | 409 | 254 | |
| 310 | 249 | | 410 | 259 | |
| 311 | 263 | | 411 | 259 | |
| 312 | 286 | | 412 | 291 | |
| 313 | 332 | | 413 | 337 | |
| 314 | 328 | | 414 | 332 | |
| 315 | 337 | | 415 | 342 | |
| 316 | 337 | | 416 | 342 | |
| 317 | 420 | | 417 | 425 | |
| 318 | 337 | | 418 | 342 | |
| 319 | 332 | | 419 | 337 | |
| 320 | 259 | | 420 | 263 | |
| 321 | 231 | | 421 | 235 | |
| 322 | 245 | | 422 | 249 | |
| 323 | 249 | | 423 | 254 | |
| 324 | 245 | | 424 | 249 | |
| 325 | 332 | | 425 | 337 | |
| 326 | 346 | | 426 | 351 | |
| 327 | 245 | | 427 | 256 | |
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COMMUNITY PLAN NUMBER

C28367

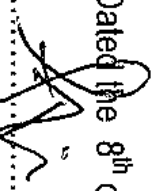
THIS IS SHEET 3 OF 6 SHEETS

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| APPROVED | DEPOSITED |
|  | 17/1/2014 |
| |  |
| | PRO REGISTRAR-GENERAL |

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Dated the 8th day of May 2015

Signature of Land Valuer 



LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

C28367

THIS IS SHEET 4 OF 6 SHEETS

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|---|---|
| APPROVED | DEPOSITED |
|  | 17/11/2014 |
| |  |
| | PRO REGISTRAR-GENERAL |

| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
|-----|-----------------|------------|-----|-----------------|------------|
| 431 | 351 | | 603 | 374 | |
| 501 | 441 | | 604 | 374 | |
| 502 | 374 | | 605 | 374 | |
| 503 | 374 | | 606 | 443 | |
| 504 | 374 | | 607 | 337 | |
| 505 | 374 | | 608 | 351 | |
| 506 | 443 | | 609 | 356 | |
| 507 | 337 | | 610 | 296 | |
| 508 | 351 | | 611 | 342 | |
| 509 | 356 | | 612 | 259 | |
| 510 | 296 | | 613 | 346 | |
| 511 | 342 | | 614 | 434 | |
| 512 | 259 | | 615 | 434 | |
| 513 | 346 | | 616 | 351 | |
| 514 | 434 | | 617 | 346 | |
| 515 | 434 | | 618 | 254 | |
| 516 | 351 | | 619 | 346 | |
| 517 | 346 | | 620 | 351 | |
| 518 | 254 | | 621 | 346 | |
| 519 | 346 | | 622 | 434 | |
| 520 | 351 | | 623 | 356 | |
| 521 | 346 | | 624 | 356 | |
| 522 | 434 | | 625 | 356 | |
| 523 | 356 | | 626 | 356 | |
| 524 | 356 | | 627 | 443 | |
| 525 | 356 | | 701 | 448 | |
| 526 | 356 | | 702 | 379 | |
| 527 | 443 | | 703 | 379 | |
| 601 | 441 | | 704 | 379 | |
| 602 | 374 | | 705 | 379 | |

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LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

SCHEDULE OF LOT ENTITLEMENTS

| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
|-----|-----------------|------------|-----|-----------------|------------|
| 706 | 452 | | 809 | 356 | |
| 707 | 337 | | 810 | 305 | |
| 708 | 351 | | 811 | 351 | |
| 709 | 356 | | 812 | 259 | |
| 710 | 300 | | 813 | 346 | |
| 711 | 346 | | 814 | 434 | |
| 712 | 259 | | 815 | 434 | |
| 713 | 346 | | 816 | 351 | |
| 714 | 434 | | 817 | 346 | |
| 715 | 434 | | 818 | 263 | |
| 716 | 351 | | 819 | 346 | |
| 717 | 346 | | 820 | 351 | |
| 718 | 259 | | 821 | 346 | |
| 719 | 346 | | 822 | 434 | |
| 720 | 351 | | 823 | 360 | |
| 721 | 346 | | 824 | 360 | |
| 722 | 434 | | 825 | 360 | |
| 723 | 360 | | 826 | 360 | |
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| 726 | 360 | | 902 | 471 | |
| 727 | 443 | | 903 | 776 | |
| 801 | 452 | | 905 | 517 | |
| 802 | 388 | | 906 | 369 | |
| 803 | 388 | | 907 | 693 | |
| 804 | 388 | | 908 | 693 | |
| 805 | 388 | | 909 | 457 | |
| 806 | 457 | | 910 | 693 | |
| 807 | 337 | | 911 | 1062 | |
| 808 | 351 | | 912 | 780 | |

COMMUNITY PLAN NUMBER

C28367

THIS IS SHEET 5 OF 6 SHEETS

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| APPROVED | DEPOSITED |
| <i>[Signature]</i> | 17/11/2014 |
| | <i>Mark Willis</i> PRO REGISTRAR-GENERAL |

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Dated the 8th day of May 2015

[Signature]
Signature of Land Valuer

LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

C28367

THIS IS SHEET 6 OF 6 SHEETS

| | |
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| APPROVED | DEPOSITED |
| <i>[Signature]</i> | 17th 1/2014 |
| | <i>[Signature]</i> PRO REGISTRAR-GENERAL |

SCHEDULE OF LOT ENTITLEMENTS

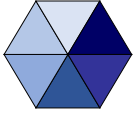
| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
|------|-----------------|------------|-----------|-----------------|------------|
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| 1002 | 522 | | 2025 | 30 | |
| 1003 | 434 | | 2026 | 35 | |
| 1004 | 443 | | 2027 | 35 | |
| 1005 | 434 | | 2028 | 35 | |
| 1006 | 693 | | 2029 | 27 | |
| 1101 | 369 | | 2030 | 27 | |
| 2001 | 23 | | 2031 | 27 | |
| 2002 | 23 | | 2032 | 27 | |
| 2003 | 23 | | 2033 | 23 | |
| 2004 | 23 | | 2034 | 23 | |
| 2005 | 23 | | 2035 | 23 | |
| 2006 | 23 | | 2036 | 23 | |
| 2007 | 23 | | 2037 | 23 | |
| 2008 | 23 | | 2038 | 23 | |
| 2009 | 23 | | 2039 | 23 | |
| 2010 | 23 | | 2040 | 23 | |
| 2011 | 23 | | 2041 | 23 | |
| 2012 | 23 | | 2042 | 23 | |
| 2013 | 23 | | 2043 | 30 | |
| 2014 | 23 | | 2044 | 30 | |
| 2015 | 25 | | 2045 | 30 | |
| 2016 | 23 | | 2046 | 23 | |
| 2017 | 23 | | 2047 | 23 | |
| 2018 | 23 | | 2048 | 35 | |
| 2019 | 23 | | | | |
| 2020 | 23 | | | | |
| 2021 | 23 | | | | |
| 2022 | 23 | | | | |
| 2023 | 23 | | AGGREGATE | 100,000 | |

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Dated the 8th day of May 2015

Signature of Land Valuer *[Signature]*



Carters
Asbestos Management

- ▶ Asbestos Registers & Reviews
- ▶ Asbestos Management Plans
- ▶ Asbestos Maintenance & Remediation

- ▶ Pre-Demo / Renovation Asbestos Reviews
- ▶ Hazardous Materials Registers
- ▶ Asbestos Sampling & Air Monitoring

ASBESTOS MANAGEMENT PLAN

REGISTER NO.: AS 5687

FOR THE PROPERTY AT: 33 Warwick Road
Walkerville SA 5081

CLIENT: Community Corp 28367 Inc



CARTER CORPORATION PTY. LTD.
42 Trembath Street, Bowden, SA 5007
Ph. (08) 8346 2999 Fax. (08) 8346 3888
Email: enquiries@cartercorporation.com.au
Web: www.cartercorporation.com.au
ABN 58 007 881 763



Document Control Record

| Action | Revision | Date | Asbestos Consultant | PCBU / Management Plan Controller |
|---|----------|------------|---------------------|-----------------------------------|
| Asbestos Management Plan Produced | 0 | 18/12/2017 | Dan Jovanovic | Whittles Property Manager |
| Asbestos Management Plan Reviewed & Re-Issued | Rev1 | 17/08/2023 | Trevor Harris | Whittles Property Manager |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Carter Corporation Pty Ltd (Carters Asbestos Management) was requested by the aforementioned client to produce an Asbestos Management Plan (AMP) in accordance with WHS regulation 429 for the property at the site/address referred to and contained within this document. It is produced based upon the information and conditions contained within the site asbestos register and it is noted that it is the sole responsibility of the client to adopt and implement this AMP and to ensure that the principles are complied with including noting any alterations or changes to these responsibilities or processes from time to time and review in accordance with WHS regulation 430.

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1. Introduction

1.1 Purpose of this Asbestos Management Plan

The purpose of this Asbestos Management Plan (AMP) is to ensure that all practicable steps are taken to prevent or minimize the risk of exposure to Asbestos Containing Material (ACM), for all staff, public and contractors at **33 Warwick Road, Walkerville SA**. This is driven by legislation and is achieved through the identification and listing of the known and typical locations of ACM and the implementation of appropriate control measures including engineering and administrative systems. This AMP has been prepared in accordance with the following Legislation current at the time of printing;

- ◆ Work Health and Safety Act 2012
- ◆ Work Health and Safety Regulations 2012
- ◆ Code of Practice - How to Safely Remove Asbestos
- ◆ Code of Practice - How to Manage and Control Asbestos in the Workplace

The AMP details information and policy relating to the workplace and reference should also be made to the workplace asbestos register;

- ◆ The identification of asbestos and ACM and the locations of signs and labels.
- ◆ Decisions, and reasons for the decisions, about the management of asbestos at the workplace, for example safe work procedures and control measures procedures for detailing accidents, incidents or emergencies of asbestos at the workplace.
- ◆ Workers carrying out work involving asbestos, for example consultation, information and training responsibilities.

2. Organisational Responsibilities

The AMP is designed in accordance with the Code of Practice - How to Manage and Control Asbestos in the Workplace. All asbestos-related activities carried out at the site shall be under the terms and details contained within the AMP. The following key personnel are responsible for its implementation.

2.1 Person Conducting a Business or Undertaking (PCBU)

The PCBU is responsible for administration and supervision of asbestos-related tasks at the site. The PCBU must ensure that;

- ◆ Asbestos or ACM at the workplace is identified by a competent person.
- ◆ An asbestos register is prepared and kept at the workplace. The asbestos register must be maintained, to ensure the information in the register is up to date.
- ◆ An asbestos register is reviewed and where necessary revised by a competent person if:
 - the asbestos management plan is reviewed
 - further asbestos or ACM is identified at the workplace, or
 - asbestos is removed from or disturbed, sealed or enclosed at the workplace.
- ◆ The asbestos register and AMP are readily accessible to:
 - a worker who has carried out, carries out or intends to carry out work at the workplace
 - health and safety representatives who represent workers that carry out or intend to carry out work at the workplace
 - a person conducting a business or undertaking who has carried out, carries out or intends to carry out work at the workplace, and
 - a person conducting a business or undertaking who has required, requires or intends to require work to be carried out at the workplace.
- ◆ The asbestos management plan is reviewed when:
 - there is a review of the asbestos register or a control measure
 - asbestos is removed from or disturbed, sealed or enclosed at the workplace
 - the plan is no longer adequate for managing asbestos or ACM at the workplace
 - a health and safety representative request a review if they reasonably believe that any of the matters listed in the above points affects or may affect the health and safety of a member of their work group and the asbestos management plan was not adequately reviewed.
- ◆ Will appoint an Asbestos Management Consultant (Carters Asbestos Management) to review, advise and assist in the asbestos management of the premises.

2.2 Asbestos Management Consultant

Carters Asbestos Management will upon the request of the PCBU;

- ◆ Conduct asbestos inspections, perform asbestos maintenance (pre-cautionary make safe works), collect samples for analysis by accredited laboratories, organise asbestos management / removal and airborne fibre monitoring as necessary.
- ◆ Provide advice on any incident involving emergency & accidental damage to known or suspected ACM.
- ◆ Conduct surveys to assess risk involved with proposed works where disturbance of ACM is likely to occur prior to commencing works and a regular review of ACM as required by state legislation.
- ◆ Develop 'Scope of Works' documentation for removal of ACM.
- ◆ Provide asbestos consultancy services during asbestos abatement works (e.g. airborne fibre monitoring, inspections) and review the AMP on a regular basis.
- ◆ Provide training associated with Asbestos Awareness.

2.3 Licensed Asbestos Removal Contractor

The PCBU may on occasion directly engage a licensed asbestos removal contractor as prescribed by Legislation to conduct asbestos removal works. Where this direct route is adopted the PCBU will take on full responsibility for all compliance with Legislation. The asbestos removal contractor must;

- ◆ Perform all works in accordance with licensing requirements and Code of Practice - How to Safely Remove Asbestos.
- ◆ Develop a site-specific asbestos removal control plan before commencing any asbestos removal works.

3. Decisions and Reason for Decisions about the Management of Asbestos at the Workplace

The key principles of asbestos management used for making management decisions relating to asbestos are summarised below:

- ◆ The ultimate goal for the property is to be free of asbestos containing materials.
- ◆ Asbestos which is incorporated into a stable matrix can be found in many working environments. Provided the matrix remains stable and no airborne fibres are produced, it presents a negligible health risk.
- ◆ Asbestos removal is not always necessary for the day to day management of buildings; however, asbestos removal must be completed before a structure, or part of a structure, is demolished.
- ◆ Asbestos presents a risk when fibres become airborne in people's breathing zone. The risk to health increases as the number of fibres inhaled increases.

The site-specific Asbestos Register provides individual item risk assessments and recommendations to assist in the decision process of managing the asbestos risk within the premises.

The Person with Control of Premises is under a duty of care to ensure that any asbestos product assessed as being in an unstable condition or otherwise imposes a risk to health, is removed or made safe as well as ensure ACM at the site is reviewed regularly.

Regular (recommended annually) re-inspections of ACM's will assist in determining risk and deciding whether individual items should be removed or made safe.

4. Known Asbestos Locations / Installations

This AMP has been developed based upon the latest asbestos register for the site. The types of the materials listed below are present on this site. For specific details on ACM installations reference should be made to the individual item within the Asbestos Register.

Putty, glue/adhesive, sealant, bitumen felt

These materials are generally non-friable. On discovery of unsealed, exposed material the area will be restricted, and the material sealed in accordance with the approved code of practice by an appropriately trained person. Removal will be undertaken by suitably trained persons in accordance with the approved code of practice. The material must be disposed of as asbestos waste.

Areas Not Accessed

Access to some areas were not possible for reasons such as but not limited to locked doors, sealed areas, under floors, confined or restricted spaces, ceiling/roof spaces and no safe access on site etc. Refer also limitations within the asbestos register. It is possible that ACM may be present within these areas. Caution must be maintained when access to these areas becomes available and a risk assessment should be conducted to identify potential risks and appropriate control measures prior to entry. All suspect materials must be treated as asbestos containing unless sampled to confirm no asbestos content or determined by a competent person that the material is not asbestos containing. The Asbestos Register should also be reviewed and updated once entry and assessment has been made to ensure documentation is kept as accurate and up to date as possible.

In many cases asbestos containing materials (ACM) may not be located during the course of a non-destructive register survey inspection and the following items are provided as an example only of ACM to inaccessible areas that may be present on site;

1) Asbestos Insulation to concealed pipes and hot water pipe breach piece insulation chased into walls;

Thermal asbestos insulation

These materials are friable and can contain high percentages of asbestos fibres. Upon discovery the emergency response procedure will be implemented to prevent exposure. As an interim measure to removal, warning signage will be affixed to the item or if not possible to all entrance doors to the area. Where exposed areas are present these areas will be sealed in accordance with the approved code of practice by a suitably trained competent person. These materials must be removed in accordance with the approved code of practice by a Class A asbestos removalist.

2) Asbestos Insulation to internal of air-conditioning ductwork / heater banks;

Millboard, paper, felt and cardboard

These materials such as Millboard linings to electrical control boxes and internal of air-conditioning ductwork are friable and generally unsealed therefore, they have the potential to release fibres if disturbed. Where heater-banks are suspected present by the sites nominated mechanical services contractor, the areas are to be assessed for asbestos content by the asbestos consultant and planned for replacement. These materials must be removed in accordance with the approved code of practice by a Class A asbestos removalist.

3) Beneath fixed floor coverings (Carpets etc)

Vinyl floor tiles

These materials are non-friable and have a low potential of fibre release if disturbed. Removal of this material will be done in accordance with the approved code of practice by a Class B asbestos removalist.

Lino / Sheet Vinyl

Asbestos backed vinyl is friable and generally unsealed therefore they have the potential to release fibres if disturbed. Where exposed areas are present these areas will be sealed in accordance with the approved code of practice by a suitably trained competent person. These materials must be removed in accordance with the approved code of practice by a Class A asbestos removalist.

4) Window Glazing /Control Joint Putty, Ductwork Joint Mastics, glue/adhesive, sealant, bitumen felt

These materials are generally non-friable. On discovery of unsealed, exposed material the area will be restricted, and the material sealed in accordance with the approved code of practice by an appropriately trained person. Removal will be undertaken by suitably trained persons in accordance with the approved code of practice. The material must be disposed of as asbestos waste.

5. Demolition and Refurbishment Work

WHS Regulations Part 8.6 - The asbestos register must be reviewed by the PCBU and the following must be considered;

- ◆ Where is the asbestos located in relation to the proposed demolition or refurbishment?
- ◆ Are there any inaccessible areas that are likely to contain asbestos and that will be disturbed as a result of the demolition or refurbishment?
- ◆ What is the type and condition of the asbestos?
- ◆ What is the quantity of asbestos?
- ◆ What is the method of demolition or refurbishment and how will it affect the ACM?
- ◆ If the asbestos will be disturbed during the demolition or refurbishment, can it be removed safely before work commences and how can this be done?

If after the register review the PCBU may determine that a more detailed survey 'demolition or refurbishment survey' is conducted. A demolition or refurbishment survey could help ensure that:

- ◆ workers or others in the workplace will not be exposed to asbestos during demolition or refurbishment work
- ◆ work will be conducted in an appropriate manner—i.e. where work involves asbestos it will be conducted in accordance with the WHS Regulations
- ◆ cost variations are reduced, for example by minimising the likelihood of identifying asbestos unexpectedly during demolition or refurbishment
- ◆ costs are minimised, for example by reducing the need for specific measures to reduce exposures to asbestos because the test results for samples of materials previously assumed to be asbestos indicate that there is no asbestos present.

Materials identified as containing asbestos will be removed from any proposed work area or satisfactorily contained prior to commencement of refurbishment or demolition works to that area. A specific Asbestos Removal Control Plan (ARCP), Safe Work Method Statement (SWMS), Safe Work Practice (SWP) will be produced by the licensed asbestos removalist to manage the asbestos removal project.

The ARCP must be prepared in accordance with the Safework Australia asbestos management code and must include;

- ◆ How the asbestos removal will be carried out, including the method, tools, equipment and PPE to be used;
- ◆ How the asbestos is to be removed, including the location, type and condition of the asbestos.

Once the asbestos removal control plan is prepared, a copy must be:

- ◆ Given to the person who commissioned the licensed asbestos removal work;
- ◆ Readily accessible on-site for the duration of the licensed asbestos removal work to;
- ◆ A person conducting a business or undertaking at the workplace;
- ◆ Workers and their health and safety representatives;
- ◆ The occupants of the premises (if domestic premises).

The asbestos removal control plan must also be made available for inspection under the WHS Act.

Asbestos removal and remedial works will be performed in accordance with all legislative requirements.

An independent Asbestos Assessor will be engaged to conduct airborne fibre monitoring and clearance inspections for all notifiable asbestos removal works.

Notifiable asbestos removal work is defined as removal of non-friable asbestos greater than 10 square meters in area, or any amount of friable asbestos. Notifiable asbestos removal work must only be conducted by a class A or class B licensed removal contractor as follows:

- ◆ A 'Class A' licensed asbestos removal contractor will be engaged for all friable asbestos removal or maintenance work.
- ◆ The removal or maintenance work of any notifiable non friable material shall be performed by either a 'Class B' or 'Class A' licensed asbestos removal contractor.

Details of works will be compiled in the "Form 1 Record Of Removals, Maintenance And Other Asbestos Related Works" (located on the following page) supporting documentation such as statutory notification, air monitoring reports, clearance inspection certificate etc will also be attached and kept to provide evidence that all works were conducted in accordance with the relevant legislation at the time of the works.

1. RECORD OF REMOVALS, MAINTENANCE AND OTHER ASBESTOS RELATED WORKS

| | |
|--|--|
| Date; | Government Notification Approval No.; |
| Description of Work; | |
| Contractor; | Supervisor; |
| Managing Consultant; | Air Monitoring Consultant; |
| Accidental Exposure | No <input type="checkbox"/> Yes <input type="checkbox"/> RECORD OF SUSPECTED EXPOSURE TO RESPIRABLE ASBESTOS FIBRES FORM TO BE COMPLETED IF YES [See FORM 2] |
| Supporting Documentation Supplied | |
| <input type="checkbox"/> SWMS | <input type="checkbox"/> Government Notification |
| <input type="checkbox"/> Air monitoring Report | <input type="checkbox"/> Certificate of Inspection |

(This form may be reproduced as required)

When completing the "Description of Work", include the register item number, location and type of asbestos

6. Airborne Fibre Monitoring

Air monitoring involves collecting air samples to assist in assessing the levels of airborne asbestos fibres present in either:

- ◆ the asbestos removal area to assess the effectiveness of controls (control monitoring), or
- ◆ the worker's breathing zone to assess exposures to asbestos (exposure monitoring).

Airborne fibre monitoring will be performed for all **notifiable** asbestos removals - **This is mandatory for asbestos removal in South Australia.**

For non licensed removal works, a risk assessment should determine whether air monitoring is required. For example, it may be beneficial to conduct air monitoring in indoor areas to assess control measures.

The requirement for air monitoring i.e. number, location, type of monitoring will be determined by the independent licensed asbestos assessor prior to commencement of works.

All airborne fibre monitoring must be conducted in accordance with the Safework Australia Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres by an approved or accredited laboratory.

WHS Regulation 474 - The independent licensed asbestos assessor will provide clearance certificates on completion of all removals and with satisfactory results of all air monitoring and visual inspections. The clearance certificates will confirm the area where the asbestos was removed is fit for reoccupation.

7. Sample Analysis

WHS Regulation 423 - The PCBU may arrange for a sample of material at the workplace to be taken and analysed for the presence of asbestos or ACM.

A sample must only be analysed by an accredited laboratory for the relevant test method.

Only a competent person will take the samples for analysis because of the increased health risk of fibres being released during the process.

Once the results of the sampling are known, the PCBU will ensure the asbestos register is updated.

8. Labels and Warning signs

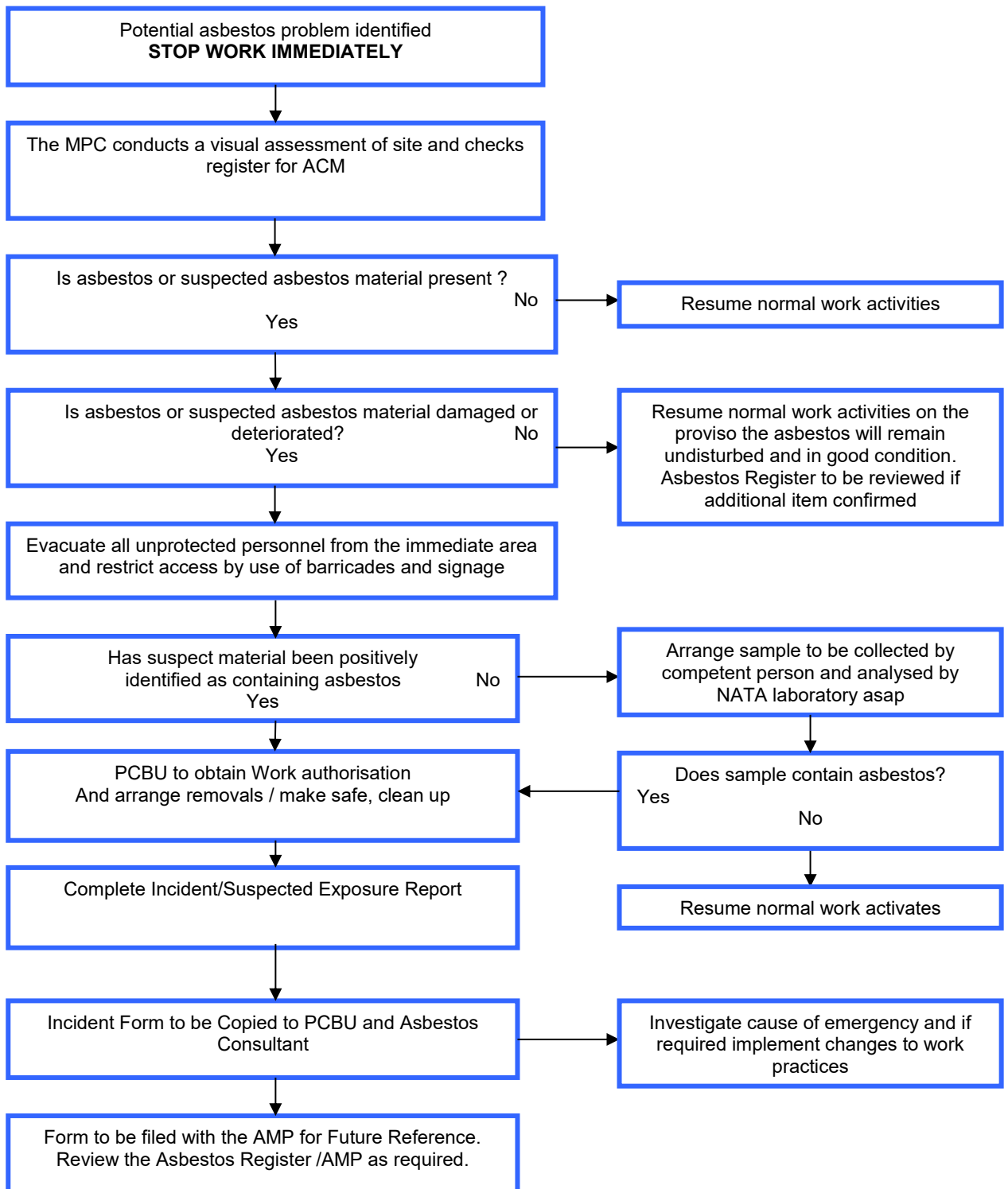
WHS Regulation 424 - A PCBU must ensure the presence and location of:

- ◆ All asbestos or ACM identified at the workplace is clearly indicated, and
- ◆ All asbestos or ACM assumed to be at the workplace, including where the asbestos is inaccessible, is clearly indicated.

If reasonably practicable, the presence and location of the asbestos or ACM must be indicated by a label. However, it may be more appropriate to use signs.

Recommendations for signage are given in the Asbestos Register. The PCBU will ensure the installation of labels and warning signs occurs.

9. Emergency Response Procedure



The “**Form 2. Record of Incident/Suspected Exposure to Respirable Asbestos Fibres**” is located overleaf.

FORM 2. RECORD OF INCIDENT/ SUSPECTED EXPOSURE TO RESPIRABLE ASBESTOS FIBRES

A copy of this form must be given to the employee and the original kept in their personal file.

Employee to Complete:

Personal Details

Name: _____ **Date of Birth:** _____
Address: _____ **Department:** _____
Job Title: _____

I believe I may have been exposed to respirable asbestos fibres, the details being as follows:

Name and Address of Establishment where suspected exposure occurred:

Name: _____
Address: _____

Time:

| |
|--|
| Date (s) of suspected exposure; |
| Time (s) / duration of suspected exposure; |

Location of suspected asbestos:

| |
|---|
| Asbestos Register No. AS |
| Precise Location: |
| Specify Use, if known: |
| Asbestos Accidentally Damaged/Disturbed by you: |
| Type of work that damaged asbestos: |
| Equipment being used: |

Signature of Employee: _____

Supervisor to Complete:

Follow-up action required: _____

Name of supervisor: _____
 Signature of supervisor: _____

(This form may be reproduced as required)

10. Unknown, Uncovered or Suspected Asbestos Containing Materials

It is not possible to guarantee that every source of asbestos containing material (ACM) at the site has been identified and is recorded in the Asbestos Register for the property. The Asbestos Register must be referred to for the conditions and limitations of inspection including any specific inspection notes. The following should also be noted;

It is possible that materials, which may be concealed within inaccessible areas/voids, may not have been located during previous surveys and would not be recorded on the site Asbestos Register. Such inaccessible areas fall into a number of categories;

- ◆ Locations behind locked doors;
- ◆ Store areas filled with stock preventing visual access.
- ◆ In set ceilings/spaces or wall cavities/chases.
- ◆ Those areas accessible only by dismantling plant / equipment, fixtures or fittings.
- ◆ Service shafts, risers / ducts etc, concealed within the building structure.
- ◆ Voids or internal/integral areas of plant, machinery, equipment, air conditioning ducts etc.
- ◆ Inaccessible areas including but not limited to 'lost' formwork, under-floors, voids, cavities, risers created and intimately concealed within the building structure. These voids are only accessible during major demolition works.
- ◆ Under current floor coverings (lifting of floor coverings may uncover suspect vinyls and potential asbestos containing adhesives).
- ◆ Height restricted areas.
- ◆ To locations where in rare circumstances trades may have mixed asbestos fibres into materials that under normal circumstances would not contain asbestos (e.g. mortar, plaster, render, screeds and paints).

Destructive surveying and sampling techniques were not employed to gain access to those areas listed above. Consequently, without substantial demolition of a building, it is not possible to guarantee that every source of asbestos and asbestos containing material has been detected.

Prior to any refurbishment works, further investigations are to be performed using destructive survey sampling techniques. During normal site works care should be exercised when disturbing building fabric or entering any previously inaccessible areas and it is imperative that work cease pending further sampling if materials suspected of containing asbestos or unknown materials are encountered. Representative sample results may also not be categoric.

If any ACM or suspected ACM are encountered follow Section 9 Emergency Procedure.

11. Asbestos Training

WHS Regulation 39 - the PCBU will ensure that information, training and instruction provided to a worker is suitable and adequate, having regard to:

- ◆ The nature of the work carried out by the worker
- ◆ The nature of the risks associated with the work at the time the information, training or instruction is provided, and
- ◆ The control measures implemented.

The person must, so far as is reasonably practicable, ensure the information, training and instruction is provided in a way that is readily understandable by any person to whom it is provided.

Pursuant to WHS Regulation 445 - All Contractors must risk assess and provide trained or asbestos competent labour who they reasonably believe may be involved in asbestos removal work in the workplace or the carrying out of asbestos-related work and trained in the identification, safe handling and suitable control measures for asbestos and ACM.

The PCBU will seek professional advice from Carters Asbestos Management on training where there is any doubt to a person's proficiency in conducting asbestos related works in a safe manner.

12. Reference

This AMP has been prepared in accordance with the following Legislation current at the time of printing;

- ◆ Work Health and Safety Act 2012
- ◆ Work Health and Safety Regulations 2012
- ◆ Code of Practice - How to Safely Remove Asbestos
- ◆ Code of Practice - How to Manage and Control Asbestos in the Workplace
- ◆ Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres— 2nd Edition [NOHSC: 3003 (2005)]

The Watson

Storage Specifications and Procedures

Any Lot Owner wishing to install a storage unit on their Lot must obtain the prior written consent of the Community Corporation before erecting the storage unit.

To this end the Lot Owner must first contact the Building Manager (AOCM) of the property in order to obtain the specifications required by the Community Corporation for such storage.

The storage must comply with the below mentioned specifications:

1. The steel cage must be galvanised with framing 5cm in width and thickness of the open mesh no less than 5mm thick.
2. Cages cannot extend out into the car space if this would result in the vehicle(s) then extending beyond the white line (boundary) of the car space.
3. The cage can be no wider than the car space and must be bolted to the floor & wall. The car space starts and ends from the inside of the white lines.
4. The door must open into the Lot Owner's car space or into the cage, not into a neighbouring Lot or common area space.
5. Due to the location of the fire sprinkler system the top of the cages must be open or made with the same material mentioned in specification 1 & finish at least 800mm below the bondeck (metal on the ceiling)
6. The storage cage must not impede access required by the Community Corporation for maintenance of common area equipment located on a lot.
7. The storage cage must not impede access to common area services such as water access points or power points. Such services would need to be relocated at the Lot Owner's expense.
8. No hazardous or flammable chemicals are to be stored within the cage.
9. The inside walls of the cage must be lined with a black shade cloth material in line with existing cages.
10. Any contractor engaged to carry out the cage installation works must report to the Facility Manager to sign in/out, complete the on site induction as well as supplying the relevant insurance details prior to works commencing.

Please note: works will be stopped and/or not allowed to continue until this step has been completed.



38A Antigua Grove
 WEST LAKES SA 5021
 Phone: 08 8242 1244
 Mobile: 0405 536 291
 Email: alistair@aals.com.au
 ABN 75 741 993 372

Pool Safety Compliance Report

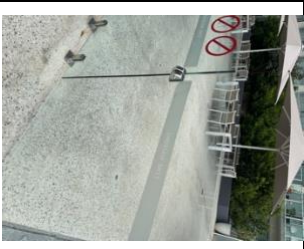
Contact Person: The Watson
 Address: 33 Walkerville St Walkerville
 Pool Type: Outdoor
 Date: 13 August 2024
 Person conducting Pool Safety Check: Alistair Baird

Note: A safety barrier must comply with Development Act 1993 and Ministerial Building Standard MBS004 Swimming Pool Safety. All materials used must meet the AUSTRALIAN STANDARDS 1926.1 Part 1 & 2 (2012). Part 1: Fencing for swimming pools. Part 2: Location for private swimming pools. The pool safety check is only valid at the time of the pool inspection and may change subject to any of the items below changing.

Gate(s)

- Must open outward from pool
- Must be self-closing and self-latching
- Latch must be more than 1.5 m from the ground
- Must latch shut on the first close
- CPR Sign displayed

| Compliance Requirement – Gate | Compliant / Non-Compliant |
|---|---------------------------|
| Does the gate open outward from the pool? | COMPLIANT |
| Is the latch more than 1.5 metres from the ground? | COMPLIANT |
| Is the gate self-closing and self-latching and 1.2m high? | COMPLIANT |
| Is the gate secure and can't be opened once latched? | COMPLIANT |
| Is the spacing in the gate no more than 100 mm apart? | COMPLIANT |
| Is the gate secure and will not open if a child bounces on the bottom rail of the gate? | COMPLIANT |
| Is the gap at ground level less than 100 mm? | COMPLIANT |





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| Compliance Requirement – Gate | Compliant / Non-Compliant |
|---|---------------------------|
| Does the gate open outward from the pool? | COMPLIANT |
| Is the latch more than 1.5 metres from the ground? | COMPLIANT |
| Is the gate self-closing and self-latching and 1.2m high? | COMPLIANT |
| Is the gate secure and can't be opened once latched? | COMPLIANT |
| Is the spacing in the gate no more than 100 mm apart? | COMPLIANT |
| Is the gate secure and will not open if a child bounces on the bottom rail of the gate? | COMPLIANT |
| Is the gap at ground level less than 100 mm? | COMPLIANT |

Pool Fence(s)

- Secure and in good order (note: checks for this will be basic)
- Must be at least 1.2 m high and 1800mm high for boundary fence
- Must be no more a gap than 100mm from the ground to the bottom rail
- Vertical bars are not to be more than 100mm apart
- No climbable object within a 900mm arc from top of fence

North

| Compliance Requirement North Fence | Compliant / Non-Compliant |
|--|---------------------------|
| Is the fence secure and a minimum of 1.2 metres high | COMPLIANT |
| Is the gap at ground level less than 100 mm? | COMPLIANT |
| Is the spacing in the fencing no more than 100 mm apart? | COMPLIANT |

South


| Compliance Requirement South Fence | Compliant / Non-Compliant |
|--|---------------------------|
| Is the gap at ground level less than 100 mm? | COMPLIANT |
| Is the fence secure and at least 1.2 metres high? | COMPLIANT |
| Is the spacing in the fencing no more than 100 mm apart? | COMPLIANT |






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East

| | |
|---|----------------------------------|
|  | |
| Compliance Requirement East Fence | Compliant / Non-Compliant |
| Is the gap at ground level less than 100 mm? | COMPLIANT |
| Is the fence secure and at least 1.2 metres high? | COMPLIANT |
| Is the spacing in the fencing no more than 100 mm apart? | COMPLIANT |

West

| | |
|---|----------------------------------|
|  | |
| Compliance Requirement West Fence | Compliant / Non-Compliant |
| Is the fence secure and a minimum of 1.2 metres high | COMPLIANT |
| Is the gap at ground level less than 100 mm? | COMPLIANT |
| Is the spacing in the fencing no more than 100 mm apart? | COMPLIANT |

Alistair

Manager





Certificate of Insurance

ABN 29 008 096 277

Chris Nowicki
Community Corporation 28367 inc
C/- Whittles Strata Management
P.O. Box 309
KENT TOWN SA 5071

Date: 30.09.2024
Invoice No: I4639593

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 Chubb Insurance Australia Limited
PO Box 1763
ADELAIDE SA 5000
Period 30.09.2024 to 30.09.2025
Policy No. 03GS008160

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 28367 inc
Strata/Community Corporation -

STRATA/COMMUNITY CORPORATION - DOMESTIC

INSURED:

Community Corporation 28367 Inc

SITUATION:

33 Warwick Street, WALKERVILLE SA 5081

Section 1 Property Damage Insurance

Declared Values

(In accordance with the Basis
of Settlement)

Section 1 Property Damage Insurance

The following Property Insured:

| | |
|-------------------------------|-----------------|
| Buildings and Common Property | AUD 135,370,000 |
| Common Contents | AUD 1,353,700 |
| Total | AUD 136,723,700 |

Limit(s) of Liability Section 1 Property Damage Insurance

The amount(s) set out below represent Our maximum limit(s) of liability for one loss or series of losses arising out of any one event at the Insured Location and subject to any sub-limit(s) of liability specified below, in the Policy, or in any Endorsements that attach to the Policy.
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance
AUD 177,537,755

Sub-Limit(s) of Liability

Our liability is further limited in respect of any one loss or series of losses arising out of any one event at the Insured Location as set out below (unless stated otherwise below). It is understood and agreed that such Sub-Limit(s) of Liability do not increase Our liability beyond the Limit(s) of Liability expressed above.

Where the term .per event. or .any one event. is stated for any limit(s) or sub-limit(s) of liability, this represents Our maximum liability for any one event for the Insured Location; and
Where the term "Annual Aggregate" or "annual aggregate" is stated for any

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COVERAGE SUMMARY

Community Corporation 28367 inc
Strata/Community Corporation -

limit(s) or sub-limit(s) of liability, this represents Our maximum liability for any one event for the Insured Location and in the aggregate or the Period of insurance.

The Indemnity

| | |
|--|---------------|
| Loss of Land Value | AUD 1,000,000 |
| Increase in Costs of Reinstatement | Included |
| Additional Increase in Costs of Reinstatement | AUD 100,000 |
| Landscaping | AUD 100,000 |
| Fine Art | AUD 100,000 |
| Benefits for Costs, Fees and Expenses | |
| Removal of Debris, Dismantling, Demolishing, Shoring up or Propping up | Included |
| Demolition and Disposal | Included |
| Clearing and Cleaning of Drains | Included |
| Removal and safe storage | Included |
| Professional Fees | Included |
| Government Fees | Included |
| Statutory Inquiries | AUD 50,000 |
| Public Consultation | AUD 50,000 |
| Customs, Excise and Other Duties | AUD 50,000 |
| Service Charges | AUD 50,000 |
| Glass | Included |
| Meeting Room Hire | AUD 5,000 |
| Travel Costs | AUD 5,000 |
| Green Star Certification Costs | AUD 500,000 |
| Public Relations Expenses | AUD 50,000 |
| Arson or Theft Reward | AUD 10,000 |
| Fire Brigade Charges and Expenses | AUD 100,000 |
| Replacement of Locks and Keys | AUD 25,000 |
| Loss Prevention Expenses | Included |
| Unauthorised Occupants | AUD 5,000 |
| Trace and Access | AUD 25,000 |
| Expediting Expenses | AUD 50,000 |
| Contracted Purchases | AUD 50,000 |
| Additional Benefits | |
| Reinstatement of Documents | Included |
| Personal Property of Others | AUD 5,000 |
| Clothing and personal effects | Included |
| Temporary Removal | Included |
| Benefits for Lot Owners | |
| Lot Modifications | AUD 25,000 |
| Strata Levies | Included |
| Title Deeds | Included |
| Mortgage Discharge Expenses | AUD 5,000 |
| Funeral Expenses | AUD 5,000 |

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COVERAGE SUMMARY

Community Corporation 28367 inc
Strata/Community Corporation -

Additional Benefits for Body Corporate Assets

| | |
|---------------------------|------------|
| Body Corporate Assets | Included |
| Money | AUD 25,000 |
| Money Container | AUD 25,000 |
| Safes or Franking Machine | Included |

Optional Benefits

| | |
|---------------------------------|----------|
| Lot Owners' Floating Floors | Included |
| Lot Owners' Paint and Wallpaper | Included |

| | |
|--|--|
| Flood - Combined Section 1 and Section 3 | AUD 1,000,000 any one event and in the aggregate Period of Insurance |
|--|--|

| | |
|--|-------------|
| Storm Surge - Combined Section 1 and Section 3 | NOT INSURED |
|--|-------------|

| | |
|---|---|
| Catastrophe and Lot Owners. Improvements - Combined Section 1 and Section 3 | AUD 20,508,555 any one event and in the aggregate Period of Insurance |
|---|---|

Section 2 Machinery Breakdown Insurance

The amount(s) set out below represent Our maximum limit(s) of liability for any one loss or series of losses arising out of any one event at the Insured Location and subject to any sub-limit(s) of liability specified below, in the Policy, or in any Endorsements that attach to the Policy.

| | |
|---|----------------|
| Combined Section 2 - Machinery Breakdown and Section 3 - Consequential Loss Insurance (Machinery less than 5 kilowatts) | AUD 20,330,500 |
|---|----------------|

| | |
|---|------------|
| Sub-Limit(s) of Liability Section 2 Machinery Breakdown (Machinery less than 5 kilowatts) | AUD 25,000 |
| Expediting Costs and Expenses | AUD 10,000 |
| Insulating oil or refrigerant costs | AUD 10,000 |
| Costs and Expenses to Resume or Maintain Normal Occupation | AUD 10,000 |

| | |
|---|-------------|
| Limit(s) of Liability Optional Benefit Section 2 - Machinery Breakdown (Machinery greater than 5 kilowatts) | AUD 100,000 |
|---|-------------|

| | |
|--|----------------|
| Combined Section 2 - Machinery Breakdown and Section 3 - Consequential Loss Insurance (Machinery greater than 5 kilowatts) | AUD 20,405,500 |
|--|----------------|

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COVERAGE SUMMARY

Community Corporation 28367 inc
Strata/Community Corporation -

kilowatts)

Limit(s) of Liability Section 3 Consequential Loss Insurance

Section 3 - Consequential Loss Insurance AUD 20,305,500

Sub-Limit(s) of Liability

Part A

Loss of Rent AUD 20,305,500

Reletting Costs \$3,500 per Lot

Part B

Temporary Accommodation Included

Emergency Accommodation \$3,500 per Lot

Boarding Expenses for Pets Included

Part C

Prevention of Access AUD 250,000

Interruption of Utilities AUD 250,000

Restrictions on the Insured

Location AUD 250,000

Part D

Claims Preparation Costs AUD 100,000

Limit(s) of Liability Section 4 Crime Insurance

Crime committed by an Employee,
Office Bearer or Strata Manager AUD 1,200,000

Limit(s) of Liability Section 5 General Liability Insurance

Personal Injury AUD 20,000,000 in respect of any one
Occurrence

Property Damage AUD 20,000,000 in respect of any one
Occurrence

Sudden and Accidental Pollution AUD 20,000,000

Optional Extension of Cover

Indemnity to Others

Limit(s) of Liability Section 6 Environmental Impairment Liability
Insurance

1. Claims; AUD 250,000 in the aggregate Period

2. Remediation Costs; of Insurance

3. Legal Defence Expenses

Limit(s) of Liability Section 7 Management Committee Liability Insurance

Management Committee Liability AUD 2,000,000 in the aggregate
aggregate Limit (Insured, Insured period of insurance

Person and Defence Costs
combined)

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COVERAGE SUMMARY

Community Corporation 28367 inc
Strata/Community Corporation -

| | |
|---|-------------------------------------|
| Claims against an Insured | AUD 1,000,000 in the aggregate |
| | Period of Insurance |
| Claims against an Insured Person | AUD 2,000,000 in the aggregate |
| | Period of Insurance |
| Sub-Limit(s) of Liability Defence Costs | AUD 100,000 each & every Claim |
| Limit(s) of Liability Section 8 Audit Expenses Insurance | |
| Professional Expenses | AUD 30,000 |
| Limit(s) of Liability Section 9 Appeal Expenses Insurance | |
| Appeal Expenses | AUD 150,000 |
| Section 10 Voluntary Workers Insurance | |
| Part A - Lump Sum Benefits | |
| Aggregate Limit of Liability Part (A) | |
| and Part (B). | AUD 250,000 |
| Part A - Lump Sum Benefits | |
| Accident each Occurrence Limit | AUD 200,000 |
| Accident aggregate Limit | AUD 200,000 in the aggregate Period |
| | of Insurance |
| Permanent partial disablement | AUD 200,000 |
| PartB -WeeklyBenefits - Bodily Injury | |
| Weekly Benefits | \$2,000 per week or 85% of Covered |
| | Person's Salary, whichever is the |
| | lesser. |
| Additional Cover | |
| Escalation of Claim Benefit | 52 Weeks |
| Funeral Expenses | AUD 5,000 |
| Dependent Child Supplement | AUD 5,000 |
| Orphaned Benefit | AUD 5,000 |
| Indemnity Period Section 2: Machinery Breakdown Insurance | |
| Machinery Breakdown Insurance | 30 Days |
| Section 3 Consequential Loss Insurance | |
| Prevention of Access | 30 Days |
| Interruption of Utilities | 30 Days |
| Restrictions on the Insured | |
| Location | 30 Days |
| All Other Losses | Unlimited |
| Benefit Period Section 10 Voluntary Workers Insurance | |
| Part B | |
| Temporary Total Disablement | 52 Weeks |

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KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 28367 inc
Strata/Community Corporation -

Temporary Partial Disablement 52 Weeks
Additional Cover
Escalation of Claim Benefit 52 Weeks
Retroactivity Section 6 Environmental Impairment Liability Insurance
Retroactive Date 30/09/2022
Section 7 Management Committee Liability Insurance
Section 8 Audit Expenses Insurance
Pending or Prior Date 30/09/2022
Retroactive Date 30/09/2022

Deductibles Section 1 Property Damage Insurance
The Insured shall bear the following amounts in respect of each loss or series of losses arising out of any one event:

Earthquake, Subterranean Fire or
Volcanic Eruption
a) AUD 20,000 ; or
b) an amount equal to 1.00% of
the total Declared Values for
Property Insured at the Situation where
the loss occurs; whichever is the lesser.
Any Damage directly or indirectly
caused by, or arising out of water
occurring from any cause other
than Storm, Storm Surge and Flood,
and any resultant Damage of any kind.
Storm AUD 5,000
Damage caused by Vehicle impact AUD 5,000
Glass Damage AUD 5,000
Flood AUD 5,000
Storm Surge AUD 5,000
Fire AUD 5,000
Contract Works Activities AUD 5,000
Any Damage directly or indirectly
caused by, or arising out of or
relating to Aluminium Composite panels
All Other Losses AUD 5,000

Section 2: Machinery Breakdown Insurance AUD 5,000

Section 3: Consequential Loss Insurance
Restriction on the Insured Location 48 Hours
Prevention of Access 48 Hours
Interruption of Utilities 48 Hours

Section 4: Crime Insurance AUD 5,000

Section 5: General Liability Insurance
Personal Injury and Property Damage directly or indirectly
caused by, or arising out of or AUD 5,000

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COVERAGE SUMMARY

Community Corporation 28367 inc
Strata/Community Corporation -

relating to Aluminium Composite Panels
Contract Works Activities AUD 5,000
Damage caused by water however
so occurring, and any resultant
Damage of any kind AUD 5,000
All Other Personal Injury or
Property Damage AUD 5,000

Section 7: Management Committee Liability Insurance

Insured AUD 5,000
Insured Person AUD 5,000
Defence Cost contribution (payable
in addition to the deductible).
Not Applicable of the incurred
Defence Cost.

Section 8: Audit Expenses Insurance AUD 5,000

Section 9: Appeal Expenses Insurance AUD 5,000

Section 10: Voluntary Workers Insurance

The first 7 days of incapacity.

Note: Should more than one Deductible appear under this Policy for any claim or series of claims arising from one occurrence, such Deductibles shall not be aggregated - the highest single level of Deductible only shall apply.

The Limit of Liability and Sub-limits of Liability apply in excess of any applicable Deductible.

Self-Insured Retention Section 6: Environmental Impairment Liability
Insured AUD 5,000

WORDING:

Chubb Strata Insurance Product Disclosure Statement and Policy Wording
ChubbSTRATA01PDS0224 and Endorsements.

All other Endorsements to be agreed.

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

TERRORISM ACT :
If this policy contains an Act of Terrorism
exclusion, then subject to all other terms and
conditions of the policy, cover hereunder is amended
to the extent provided by the Terrorism Insurance
Act 2003.

Chubb Body Corporate Elite Package Product Disclosure Statement and Policy Wording

CHUBB®

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Chubb Body Corporate Elite Package

Product Disclosure Statement and Policy Wording

Product Disclosure Statement

What is a Product Disclosure Statement?

This Product Disclosure Statement (PDS) provides general information only, and should be read in conjunction with the attached Policy document (Policy). The PDS and Policy contain important information which You should read carefully before deciding to take out any insurance cover.

This PDS has been prepared to assist You in understanding the Package and making an informed choice about Your insurance requirements. This PDS should be read in conjunction with the Policy wording which forms part of this PDS. Before You decide to purchase the insurance product, please read these documents thoroughly.

Certain words in this PDS and the Package have special meanings that are set out in the Definitions or the Coverage Section of each Policy in the Package.

Please ensure You read this PDS (and the Policy wording which forms part of this PDS) carefully and in its entirety. Some features which You should review and consider in particular are:

- Cover under Section 2 of Policy 1 for "Restrictions on the use of the Insured Location" for loss arising from a notifiable disease has been amended, and is only available in the event of a "**Covered Disease**", which is a new definition in this PDS. Our limit of liability is \$500,000 in the aggregate for all Apartment owners in any one Policy Period in respect of all losses, and is subject to a Maximum Indemnity Period. Please refer to pages 29 -30 of this PDS.
- A new exclusion for "**Communicable Disease**" applies to Policy 1. Please refer to pages 39 -40 of this PDS.
- Our exclusion for electronic data from malicious programming has been amended, and is now referred to as Cyber Loss and is set out in Excluded Causes 4.5 of Policy 1. We have updated our definitions in this Exclusion. If there is physical loss or physical damage (which is insured by the Policy) to **Data Processing Media**, subject to all other terms and conditions, cover may be available to repair or replace the **Data Processing Media** plus the cost of copying **Data** from any back-up or originals of a previous generation. Please refer to pages 40-41 of this PDS.
- New definitions for; "**Computer System**", "**Data**" and "**Data Processing Media**" apply to the Policy . Please refer to page 15 of this PDS.

Policy Terms and Conditions

The information contained in this PDS is general information only and does not form part of Your contract with Us. The Policy is Our legal contract with You and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us. This PDS and the Policy are important documents so please keep them in a safe place for future reference.

Should You require any further information about this or any other product, please contact Your authorised financial services provider. Any documents will be dated and include a statement identifying them as part of the PDS. Any major changes, omissions, corrections or updates that need to be made will be made in a Supplementary PDS and this will be provided to You with the PDS.

Who is the Insurer?

Chubb Insurance Australia Limited (“Chubb”) is the Insurer.

Chubb’s Australian Business Number (A.B.N.) is 23 001 642 020 and its Australian Financial Service License (AFSL) Number is 239687.

Significant features and benefits

The Chubb Body Corporate Elite Package provides certain Policy coverages which are considered retail products for the purposes of the Corporations Act 2001. These are Policies 1 and 6. The other Policy coverages of the Chubb Body Corporate Elite Package (Policies 2, 3, 4, 5, 7 and 8) are not considered retail products, they are considered wholesale products.

It is important that You read this document and each Policy in the Package for complete details of all the benefits and coverage of the Chubb Body Corporate Elite Package.

The following coverage sections, apart from the Catastrophe Extension and Owners Improvements and First Loss Terrorism Extension, come standard when You purchase the Chubb Body Corporate Elite Package. The Declared Catastrophe Extension and Owners Improvements and First Loss Terrorism Extension are optional and must be specifically requested by You.

Significant Benefits of The Body Corporate Elite Package

Policy 1 – Property Insurance

The Property Insurance Policy has a number of benefits. Some of the significant Policy benefits are listed below. For complete details of all the benefits, terms and conditions of the Policy You should read the Coverage Sections and Benefits section of the Policy attached to this PDS.

Under the Property Insurance Policy We will pay for accidental damage occurring during the Policy Period to property insured shown in the Schedule. We will either:

- pay the value of the property insured (or any part of it that sustains damage) at the time of the damage having regard to physical deterioration, physical depreciation, obsolescence or depletion, or
- reinstate or replace the property insured (or any part of it that sustains damage).

Some of the other benefits of the Property Insurance Policy include:

- Cover for Loss Prevention Expenses incurred to protect Your Building and General Contents;
- Cover for costs involved in the Temporary Removal of Property Insured;
- Capital Additions and Inadvertent Omissions Cover;
- Replacement of Locks & Keys;
- Special Property Basket Extension availability providing cover for:
 - Fine Arts;
 - Trees, Lawns, Shrubs and Plants replacement;

- Trace & Access;
- Arson/Theft Reward;
- Fire Brigade Charges;
- Temporary Accommodation & Loss of Rent Cover consequent upon damage to Your Building.

Catastrophe Extension and Owners Improvements (optional)

This section is only operative if covered is granted by Us and the additional premium is paid.

When a Catastrophe occurs, repair costs can increase significantly as demand for trades' people, building materials and other resources starts to outstrip supply.

The coverage provided by the Declared Catastrophe Extension helps protect You against these increased costs by increasing the Sums Insured selected for Policy 1 Section 1 by 15% when Catastrophe strikes.

Apartment Owners may over time make improvements to their apartments which then become the Body Corporate's responsibility to insure. The Owners Improvements extension is designed to protect You against inadvertent underinsurance in the event of a major loss, by extending the policy to cover Apartment Owners Improvements in addition to the policy limit.

First Loss Terrorism Extension (optional sub limited cover)

This section is only operative if cover is granted by Us and the additional premium is paid.

When an act of terrorism occurs which results in damage to Your building this section of the Policy provides sub limited property cover to the property insured. It also provides emergency accommodation, temporary accommodation or loss of rent for apartment owners.

Policy 6 - Voluntary Workers Insurance

The Voluntary Workers Insurance Policy has a number of benefits. Some of the significant Policy benefits are listed below. For complete details of all the benefits and Policy limits.

You should read the Table of Events, Coverage Sections and Benefits section of the Policy attached to this PDS.

Some of the Benefits of the Policy include:

- Coverage for an Insured Person whilst engaged in unpaid Voluntary activities carrying out voluntary work authorised, organised and under the direction and control of or for the benefit of the Named Insured.
- Weekly Benefits are available to replace lost Income for Temporary Total Disablement as a result of Accidental Bodily Injury.
- Weekly Benefits for Temporary Total Disablement are payable for a period of up to 104 weeks.
- Domestic Help Benefits for Non-Income Earners and Home Tuition Benefits for full-time students.
- Coverage for Insured Persons up to the age of 75.
- Lump Sum Capital benefits payable for Accidental Bodily Injury.

Body Corporate Elite Package Deductible Amounts

If You make a claim under a Policy in this Package Your claim may be subject to a deductible or excess. Applicable deductibles or excesses will be detailed in Your Package Schedule.

If more than one deductible or excess is payable for any claim or series of claims arising from the one **Occurrence**, only one excess will be payable and this will be the highest, unless specified otherwise on the Schedule.

Cost of the Chubb Body Corporate Elite Package

The cost of this package is the Total Premium Due as detailed in the Schedule. This is made up of the Premium and applicable government taxes and charges. The amount of these taxes and charges will be shown separately in the Schedule.

The Premium will be determined by a number of factors which may include:

- The Sums Insured;
- The type of property being insured;
- The property location;
- The property construction;
- Your previous insurance and claims history;
- Number of Insured Persons; and
- Any Endorsements to the Policy that restrict or extend the Policy coverage.

The Premium payable may be increased by adding Endorsements that extend the coverage under the Policy, by increasing Sums Insured or as a result of an adverse claims history.

The Premium payable may also increase or decrease on renewal.

How to Apply for the Body Corporate Elite Package

To apply for Chubb's Body Corporate Elite Package You will need to contact Your insurance broker.

Once You have received Your premium quotation and are happy with the terms and conditions You should pay Your Total Premium Due to Your insurance broker.

Acceptance of Your application for insurance coverage will depend upon the information requested and disclosed in the application for insurance. The circumstances of each particular case will determine whether additional coverage or reduced coverage is provided.

You will be advised of these matters when You receive Your premium quotation from Your insurance broker.

Non-Payment of Premium

Your Policy will not operate if You do not pay Your premium as per Your placing Schedule.

If You do not pay Your premium We may cancel Your Policy and charge a minimum fee of \$750 plus taxes or 50% of the premium plus taxes whichever is the greater.

If a claim has been made on a Policy under the Package there will be no refund given and Your annual Premium is due immediately.

Making a Claim

Should an incident occur which may give rise to a claim under a Policy in the Package You should report this in writing to Chubb during the Policy Period and in any case within thirty (30) days of the incident occurring.

Failure to provide Chubb with this written notice within this timeframe may affect Your ability to make a claim under the Policy.

Once You have notified Us of a claim under Your Policy You will need to provide Us with written Proof of Loss as soon as possible and at the latest within thirty (30) days after We have received Your written notification.

You will also need to provide original copies of all relevant documentation.

We may request that You provide further evidence, information or certificates which We may require to assess your claim in a prescribed form. Should We make such a request You will need to provide the information requested at Your expense.

In the event of a claim being made arising out of an Insured Person's death We, upon giving reasonable notice to You, may request to have a post mortem carried out at Our expense. We may also request You or any other Insured Person making a claim under the Policy to be medically examined with any such medical examination being carried out at Our expense.

In the event You make a claim under Your Policy We will undertake necessary investigations which will require the cooperation of You and any other Insured Person making the claim. Failure to cooperate with Our investigation may result in denial of the claim or cancellation of the Policy.

Should a claim for Accidental Death of the Insured Person be accepted payment of the Insured Sum less any excess or deductible will be paid to You or as You direct subject to law.

Unless otherwise specified in a particular Coverage Section, all payments for claims made for Your losses under the Policy will be paid to the Named Insured named in the Schedule.

If any claim You make under this Policy is discovered to be fraudulent in any respect, or if any act of fraud is committed by You, the Insured Person, or anyone acting on Your or the Insured Person's behalf in an attempt to obtain benefits under this Policy, We will be under no liability in respect of such claim.

Making a Claim Under Policies 5, 7 Or 8 - Claims Made

Claims-Made and Claims-Made and Notified Coverages

Policies 5, 7 and 8 provide claims-made coverage and claimsmade and notified coverage. Except as otherwise provided, these coverages apply only to Policy 5, 7 or 8 claims that are either first made against the Insured during the Policy Period or both first made against the Insured and notified to Us in writing before the expiration of the Policy Period cover provided by this insurance. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

Notification of Facts that might give rise to a claim

Section 40(3) of the Insurance Contracts Act 1984 (Cth) only applies to the claims-made and the claims-made and notified coverages available under Policies 5, 7 and 8.

Pursuant to Section 40(3) of the Insurance Contracts Act 1984 (Cth), and only pursuant to that section, if the Insured gives notice in writing to Us of facts that might give rise to a claim against the Insured as soon as reasonably practicable after the Insured becomes aware of such facts but before the insurance cover provided by this insurance expires, then We are not relieved of liability under this insurance in respect of the claim, when made, by reason only that it was made after the expiration of the Policy Period cover provided by this insurance.

A Claim May Be Refused

We may refuse to pay or reduce the amount We pay under a claim if You do not comply with the policy conditions, if You do not comply with Your Duty of Disclosure, or if You or any other insured person makes a fraudulent claim.

Cancelling Your Policy Before It Expires

An insured person or third party beneficiaries may cancel the policy at any time by notifying Us in writing. The cancellation will take effect from 4:00 pm on the day We receive Your or any other insured person's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the policy or any Section thereof, for any of the reasons and in accordance with the Insurance Contracts Act 1984 (Cth).

If the Policy is cancelled by either You, or Us, We will refund the premium for the policy less a pro-rata proportion of the premium to cover the period for which insurance applied. However, We will not refund any

premium if We have received a claim and still under review or We have paid a claim or benefit to You or any other insured person under the Policy.

Cover will end on the earlier of:

1. the date You or any other insured person no longer meet the criteria for an insured person set out in the Policy;
2. the end of the Policy Period; or
3. when this policy is cancelled by You or any other insured person at Your request or by Us pursuant to the Insurance Contracts Act 1984 (Cth).

Updating Our PDS

We may need to update the information contained in Our PDS from time to time (where allowed or required by law). We will issue You with a new PDS or a Supplementary PDS when this happens.

Confirmation of Transactions

If You wish to confirm that Your policy is in place, and obtain a Certificate of Currency We provide a telephone confirmation service.

To use this service, please call Us on:

Brisbane +61 7 3221 1699
Melbourne +61 3 9242 5111
Perth +61 8 9325 2399
Sydney +61 2 9335 3200

And We will send You written confirmation

If You do not wish to use Our telephone confirmation service but require confirmation of cover, You can request this by writing directly to Chubb at the addresses appearing in the 'About the Insurer' section at the end of the PDS.

Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

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Privacy Statement

this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www2.chubb.com/au-en/footer/privacy.aspx and return to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

Important Information

This is a Body Corporate Elite Package. Please read the following important information relating to this insurance carefully. If You do not understand any of the matters detailed below please contact Your insurance broker.

Insuring Agreement

Chubb Insurance Australia Limited (the 'Company') agrees to provide the insurance described in each applicable Policy and section of this insurance Package (the 'Package') subject to the following conditions:

- The Named Insured must pay or have paid the premium set out in the Schedule.
- The information contained in any application made by the Named Insured together with any information supplied to the Company on behalf of the Named Insured form the basis of and are part of this Package.
- The Named Insured must comply in all respects with the conditions and claims conditions herein.

Please Note

All Policies of this Package, including the Schedule and any endorsements, shall be read together and considered as one contract.

The operative Policies of this Package are indicated in the Schedule. Unless a particular Policy is identified in the Schedule as operative, it is of no effect and no cover is granted under it.

Policy 1 of this Package contains more than one section. Section 3 of Policy 1 – Catastrophe Extension and Owners Improvement and Section 6 of Policy 1 – First Loss Terrorism Extension are optional and are only operative if elected at the start of the Policy Period and the required premium has been paid.

Insurance Contracts Act

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia, and as such shall be subject to the Insurance Contracts Act 1984 (Cth). Nothing contained in this insurance is to be construed to reduce or waive the privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth) to Chubb or any party insured under this insurance.

Financial Claims Scheme

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

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The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

Cooling Off Period

You have 21 days to consider the information contained in Your Policy. This is Your cooling off period. If You would like, and provided You have not made a claim under Your Policy, You have the right to cancel Your insurance. We will refund in full any premium You have paid. To exercise this right You must notify Chubb in writing or electronically within 21 days from the date Your Policy takes effect.

Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O 1800 815 675
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
O 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Insurance Council of Australia

Where We cannot provide You with insurance cover, We will refer You to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless You already have someone acting on

Your behalf). The ICA has established a referral service called 'Find an Insurer'. Information on finding alternative insurers can be found at www.findaninsurer.com.au.

Additional Information

Our complaints and disputes procedures follow the requirements of the General Insurance Code of Practice (the 'Code'). Visit www.codeofpractice.com.au for more information about the Code.

Our web site can be visited at www.chubb.com/au.

This Product Disclosure Statement is dated 22 July 2020.

PDS code: 20PDSBCEPLMA01

How to Read Your Body Corporate Elite Package

Your Package is made up of the following components:

Package Schedule

The Schedule provides key details about Your Package including:

- Your name;
- Insured Location;
- Policy Period;
- Premium;
- Policies operative;
- Limits;
- Deductible.

Operative Policies

The various Policies in the Package contain descriptions of the insurance cover provided. Each Policy contains the grant of cover, together with any extensions, exclusions, conditions or definitions applicable only to that Policy in the Package. The Policies are arranged as follows:

- Definitions Applicable to the Policy
- Policy 1 – Property Insurance
- Policy 2 – General Liability
- Policy 3 – Crime Insurance
- Policy 4 – Machinery Breakdown
- Policy 5 – Management Committee Liability
- Policy 6 – Voluntary Workers
- Policy 7 – Professional Expenses
- Policy 8 – Appeal Expenses
- General Conditions – Policies 2, 3, 4 and 6
- General Conditions – Policies 5 and 7

General Claims Conditions

These apply to any claim, and tell You what to do in the event of a loss. Your duties and obligations and the Company's rights following a loss are set out here. Please note that Policies 5 Management Committee Liability and Policy 7 Professional Expenses are 'claims-made' cover i.e. it applies only to claims first made against the Insured and reported to the Company during the Policy Period. You must refer to Policies 5 and 7 for further guidance in the event of a claim under either Policy of the Package.

General Terms

“**Insured Location**” means the location shown in the Schedule.

“**Limit of Liability**” or “**Limit of Insurance**” means the limit or limits of liability stated in the Schedule to apply to any Policy, Section or sub-section.

“**the Company**”, “**Chubb**”, “**Our**”, “**Us**” and “**We**” means Chubb Insurance Australia Limited ABN 23 001 642 020.

“**Policy Period**” means the period of time stated in the Schedule.

“**You**”, “**Your**”, “**Yours**” and “**Named Insured**” means the entity identified as the Named Insured in the Schedule.

General Definitions

Words (but not headings or sub-headings) with specific meaning (appearing in bold) are defined here. These may be specifically varied or supplemented in the wording of any Policy.

Endorsements

These contain variations to the standard Policy wording or otherwise relate to this Package.

Definitions Applicable To The Policy

Apartment

means a residence or commercial or retail unit forming part of a **Building** at the Insured Location.

Apartment Owners Improvements

means fixtures permanently annexed to the **Building** by, and for the exclusive use of, an **Apartment** owner that thereby legally becomes part of the **Building**.

This includes improvements made to an existing structure, but does not include **Apartment Owners Floating Floors**.

Apartment Owners Floating Floors

means floorboards within an **Apartment** that are not fixed permanently to the floor, but are held in position by their own weight with or without skirting boards.

Asbestos

means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Body Corporate

means any Strata Company, Strata Corporation or Owners Corporation formed pursuant to applicable Australian Unit or Strata Titles legislation.

Breakdown

means the actual failure, distortion, breaking or burning out of any part of a machine whilst in use arising from either mechanical or electrical defects in the machinery or failure or fluctuation of the electricity supply causing sudden stoppage of the functions thereof and necessitating repair or replacement before it can resume working. It shall not include within its meaning damage from any extraneous cause.

Catastrophe

means an event affecting multiple properties and is determined by the Ministerial Declaration of a Disaster Zone or State of Emergency in an area including the **Property Insured**.

Civil War

means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, coup d'etat, the consequences of martial law.

Computer System

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or for which they are legally liable.

Damage

means direct physical:

- loss of, or
- destruction of, or
- damage to

the **Property Insured** from any sudden and accidental cause except as hereinafter excluded.

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media

means any **Property Insured** by this Policy on which **Data** can be stored but not the **Data** itself.

Defined Peril

means:

- fire;
- lightning;
- explosion;
- aircraft or other aerial devices or articles dropped therefrom;
- riot;
- civil commotion; strikers;
- locked-out workers;
- persons taking part in labour disturbances;
- malicious persons;
- theft or attempted theft following violent and forcible entry into or exit from the Insured Location;
- earthquake; storm;
- escape of water from any tank apparatus or pipe;
- impact by any road vehicle or animal.

Emergency Accommodation

means reasonable emergency accommodation due to an owner occupied Apartment being uninhabitable.

Employee

means any person employed under a contract of service or apprenticeship with the Named Insured or any person supplied to or hired or borrowed by the Named Insured while engaged in the course of the Named Insured's Business.

Employee Benefit Plan

means a pension scheme, benefit plan or programme established, maintained or sponsored solely by an Insured for the benefit of its Employees.

Fine Art

means:

- paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of art; or
- items of rarity or historical value.

Flood

means the covering of normally dry land by water escaping or released from the normal confines of any natural watercourse, creek, river or lake (whether or not altered or modified), or any reservoir, canal or dam.

Green Standards

means:

requirements or standards of:

- the Green Building Council Australia; or
- other generally accepted site development, water savings, energy efficiency, materials selection and other environmental quality standards for the design and construction of **Buildings** or **General Contents**.

Indemnity Value

Means the cost to replace, repair or rebuild the **Property Insured** to a condition substantially the same as, but not better or more extensive than, its condition at the time that the **Damage** occurred taking into consideration age, condition and remaining useful life.

Insured

means:

- for the purposes of Policy 2 a person or organisation who qualifies under the Who Is An Insured section of Policy 2;
- for the purposes of Policy 5 any **Named Insured** or any Insured Person;
- for the purposes of Policies 7 and 8 any **Named Insured**.

Insured Person

means:

1. for the purposes of Policy 5:
 - a) any natural person who has been, now is or shall become a duly elected trustee, or appointed Officer, employee or committee member (whether or not salaried and including members appointed to any building management committee) of a Named Insured;
 - b) a **Strata Manager** who has been, now is or shall become a duly appointed **Officer** or committee member (including appointment to any building management committee, and whether or not remunerated) of a Named Insured.
2. for the purposes of Policy 6 person(s) carrying out voluntary work authorised, organised and under the direction and control of or for the benefit of the Named Insured in performing its statutory powers and functions required of the **Body Corporate** of Your Building.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Insured Location after due allowance has been made for variations in or special circumstances affecting such value either before or after the **Damage** or which would have affected the value had the **Damage** not occurred so that the figures thus adjusted shall represent as near as may be reasonably practicable the true value of the land at the Insured Location pertaining both before and after the **Damage**.

Loss of Building Rent

means rental loss experienced by the Named Insured during the period part of the **Building** remains uninhabitable in circumstances where that part of the **Building** is normally occupied by a tenant.

It also means loss of rent experienced by the Named Insured until part of the **Building** is re-let, up to a maximum of sixty (60) days, after that part of the **Building** becomes habitable in circumstances where:

- that part of the **Building** was tenanted at the time of the loss;
- the tenant did not resume the lease; and
- there is no provision for payments under a current lease agreement.

Loss of Rent

means rental loss experienced by **You** during the period **Your Apartment** remains uninhabitable in circumstances where **Your Apartment** is normally occupied by a tenant.

It also means loss of rent experienced by **You** until **Your Apartment** is re-let, up to a maximum of sixty (60) days, after **Your Apartment** becomes habitable in circumstances where:

- **Your Apartment** was tenanted at the time of the loss;
- the tenant did not resume the lease; and
- there is no provision for payments under a current lease agreement.

Machinery and Plant

means any:

- boiler, fired pressure vessel, unfired pressure vessel normally subject to vacuum or internal pressure other than weight of its content, refrigerating and air conditioning vessels, including metal piping and accessory equipment connected thereto;
- mechanical or electrical machine apparatus used for the generation, transmission or utilisation of mechanical or electrical power; and
- electrical and electronic equipment including **Computer System** equipment.

Machinery and Plant does not mean any:

1. insulating or refractory material;
2. non-metallic vessels, equipment, machines and apparatus, including their glass lining and non- metallic parts;
3. glass linings of vessels, equipment, machines and apparatus;
4. catalyst;
5. piping, vessels or electrical cables, not enclosed in conduit, buried directly in the ground;
6. sewer piping;
7. sprinkler system piping or water piping other than:
 - 7.1 feedwater piping between any steam boiler and its feed pumps or injectors;
 - 7.2 steam boiler condensate return piping; and
 - 7.3 metal water piping interconnecting vessels forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating;
 - 7.4 part of an unfired pressure vessel that is not under:
 - 7.4.1 pressure; or
 - 7.4.2 internal vacuum.
8. mobile or fixed air-conditioning units servicing a single **Apartment** in Queensland.

Money

means current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines, travellers cheques, securities and negotiable instruments.

Occurrence

for the purposes of Policy 1 Section 1 means:

1. for earthquake, including any resulting tsunami:
 - 1.1 one earthquake; or
 - 1.2 a series of earthquake shocks occurring within any period of 72 hours;
2. for volcanic eruption:
 - 2.1 one volcanic eruption; or
 - 2.2 a series of volcanic eruptions occurring within any period of 72 hours;
3. for windstorm involving, in whole or in part, any of the perils of weather:
 - 3.1 one weather event, or
 - 3.2 a series of related weather events occurring within 72 hours;
4. for all other perils:
 - 4.2 one event; or
 - 4.2 a series of causally related events that:
 - contribute concurrently to; or
 - contribute in any sequence to, the **Damage**.

for the purposes of this definition, any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions will be deemed to occur at the time of the first shock or eruption.

for the purposes of Policy 1 Section 6 means:

any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts of Terrorism for the same purpose or cause. The duration and extent of any one such **Occurrence** shall be limited to all losses sustained by the Named Insured at the Insured Location during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Named Insured shall first sustain direct physical damage by **Terrorism** prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Section.

for the purposes of Policy 2 means an event, including continuous or repeated exposure to substantially the same general harmful conditions, that would be unexpected and unintended from the standpoint of a reasonable person in the circumstances of the **Insured**.

Office Bearer

means a member of the **Management Committee**.

Officer

means a person holding any of the officer positions created by an organisation's charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation.

Paraplegia

means total paralysis of both legs and part or whole of the lower half of the body.

Permanent

as used with respect to disablement (including **Paraplegia** and **Quadriplegia**), means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

Policy Period

means the period of time specified in the Schedule, subject to prior termination in accordance with the conditions of this Policy.

Pollutants

means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, an environmental protection agency, a country, state, territory, county, municipality or locality or counterpart thereof.

Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil, oil products, infectious or medical waste and any noise. Waste includes materials to be recycled, reconditioned or reclaimed.

Property

means tangible property other than **Money** or **Securities**.

Property Insured

means **Building** and **General Contents**:

1. **Building**

means buildings at the Insured Location as defined by the Strata Schemes Management Act, Strata Titles Act, Community Land Management Act, Owners Corporation Act or similar legislation where the Named Insured's Building is situated, including:

1. outbuildings;
2. fixtures and fittings excluding **Apartment Owners Floating Floors** and other temporary fixtures and fittings as defined by the relevant legislation as described above;
3. in-ground swimming pools, spas and tennis courts;
4. services to the buildings;
5. awnings, external blinds, signs and retaining walls;
6. satellite dishes, radio, television and other antennas including their wiring, masts, footings, foundations, moorings and towers;
7. structural improvements at the Insured Location including roads, paths, fences and gates;

owned by or for which the Named Insured has responsibility for.

2. **General Contents**

means all common area contents of Buildings including:

- machinery, plant, fixtures and fittings, light fittings, internal blinds and curtains, and trade utensils, garden equipment, wheelchairs and lawn mowers;
- plans and designs;
- carpets (whether fixed or unfixed) and floor rugs;
- built-in or free standing appliances such as dishwashers, washing machines and dryers
- **Computer System** and **Data Processing Media**;
- swimming pools or spas that are not in-ground;
- swimming pool or spa covers and accessories
- any other contents defined as being owned by the Named Insured in the relevant strata legislation;

but this does not include contents belonging to **Apartment** owners.

Building and **General Contents** does not include:

- paint, wallpaper and temporary wall, floor and ceiling coverings within an **Apartment** in New South Wales and the Australian Capital Territory.

However, for the purposes of this Policy the definition of **Buildings** is extended to include paint, wallpaper and temporary wall and ceiling coverings within an **Apartment** in New South Wales and the Australian Capital Territory.

- mobile or fixed air-conditioning units servicing a single **Apartment** in Queensland.

Quadriplegia

means total paralysis of both legs and both arms.

Relative

means the **Insured Person's** spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew.

Specified Location

means:

- in the **Buildings** at the Insured Locations;
- in residences of the Named Insured's **Office Bearers** and **Employees**;
- in a bank night safe until removed by a bank official;
- in transit in the personal custody of the Named Insured's **Office Bearers** or **Employees**.

Strata Manager

means a third party appointed by the **Management Committee** to provide advice and carry out specified functions on behalf of the **Body Corporate**.

Temporary Accommodation

means alternative accommodation required due to Your **Apartment** remaining uninhabitable.

Territorial Limits

means Australia.

Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence or overthrow any government and/ or to put the public, or any section of the public, in fear.

Valuable Records

means **Body Corporate** computer system records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description.

War

means armed opposition, whether declared or not between two countries.

You/Your

means for the purposes of Policy 1 is an owner of an **Apartment**.

Policy 1: Property Insurance

This Body Corporate Elite Policy is arranged as follows:

Section 1: Property Damage

Cover

The Company will pay for **Damage** occurring during the Policy Period to **Property Insured** shown in the Schedule caused by or resulting from a cause not otherwise excluded.

The most the Company will pay under Policy 1 Section 1 is the applicable Limit of Insurance shown in the Schedule.

Extensions to Cover (Following Damage)

The following extensions of cover are provided under Policy 1 Section 1, consequent upon **Damage to Property Insured** shown in the Schedule caused by or resulting from a cause not otherwise excluded that occurs during the Policy Period. Subject to any applicable Limit of Insurance stated below or shown in the Schedule, cover under Policy 1 Section 1 is extended to include:

Temporary Removal

Property Insured whilst temporarily removed from an Insured Location for cleaning renovation, repair or similar purposes, and during inland transit to and from such Insured Location within the **Territorial Limits**.

Removal of Debris and Cleaning / Clearance of Drains

Reasonable costs and expenses (unless separately insured) necessarily incurred by the Named Insured, with the consent of the Company:

- in removing debris, dismantling and/or demolishing, shoring up or propping up of the portion or portions of the **Property Insured** which have sustained **Damage**;
- in clearing, cleaning and repairing drains gutters sewers and the like at the Insured Location blocked or damaged as a result of **Damage** by a **Defined Peril**;
- for the removal and safe storage of undamaged **General Contents** otherwise at risk of loss or damage while repairs or reinstatement are undertaken or until it is safe to return such contents, whichever shall occur first.

This extension does not cover costs or expenses:

- incurred in removing debris except from the Insured Location;
- arising from pollution or contamination of property not insured by Policy 1.

Professional Fees

The cost of architects, consulting engineers, legal and other professional fees necessarily incurred by the Named Insured in the reinstatement of the **Property Insured**.

Government Fees

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their permission to rebuild, repair or replace **Property Insured**. However, the Company will not pay for any fine or penalty imposed by any such authority.

Service Charges

Reimbursement, up to a limit of \$2,000 per **Occurrence**, for additional electricity, gas, water, sewerage or telecommunication service charges billed to the Named Insured.

Capital Additions

In so far as the same are not otherwise insured:

- any newly acquired **Machinery and Plant** or newly constructed **Buildings**;

- alterations additions and improvements to **Buildings**
- subsequent to a certificate of completion;
- alterations additions and improvements to **Machinery and Plant**; and
- **General Contents**;

at the Insured Locations, but not in respect of any appreciation in value during the current Policy Period, provided that:

- The Named Insured undertakes to give particulars within sixty (60) days of commencement of the Company's liability and to effect specific insurance before the expiry of the Policy Period and to pay an additional premium on demand.

Contracting Purchaser's Interest

If at the time of **Damage** the Named Insured has contracted to sell its interest in any **Building**, and the purchase has not been but shall thereafter be completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such **Damage** by them or on their behalf), shall at the option of the Named Insured be entitled to benefit under Policy 1 for such **Damage** without prejudice to the rights and liabilities of the Named Insured or the Company until completion.

Inadvertent Omissions

Where:

- The Named Insured has notified the Company of its intention to insure all property in which it is interested and believes that all such property is insured; and
- such property is found to have been inadvertently omitted from such insurance,

the Company will deem it to be insured within the terms of Policy 1 subject to payment of the premium on all such property as from the inception of Policy 1, or from the date of the Named Insured's interest in such property if it is constructed or purchased after the inception of Policy 1, provided that as soon as the Named Insured is aware of such error or omission, it declares full details to the Company.

Refilling of Fire Extinguishment Appliances

Expenses and charges for which the Named Insured may become liable to pay to any organisation responsible for preserving public safety in respect of the cost of refilling fire extinguishing appliances.

Glass

Reimbursement for costs incurred by the Named Insured in respect of undamaged parts of fixed glass which requires replacing to achieve a consistent and matching appearance to the **Building**.

Property at Unspecified Locations

General Contents whilst at any locations which are not Insured Locations. This does not apply to **General Contents**:

- at any newly acquired premises;
- whilst in transit;
- at a job site or temporarily warehoused elsewhere awaiting installation at the job site;
- temporarily removed from an Insured Location for cleaning, renovation, repair or similar purposes; or
- which is deeds or documents.

Apartment Modifications

Reimbursement for the reasonable expenses to make modifications to **Your Apartment** so that You may remain resident in **Your Apartment** if You, or Your spouse (legal or defacto) who lives with You, suffer **Permanent Quadriplegia** or **Permanent Paraplegia** during the Policy Period. Reimbursement is limited to \$25,000 per **Apartment** for any one **Occurrence**.

Mortgage Discharge Expenses

Reimbursement for the reasonable legal costs to discharge any mortgage on **Your Apartment** if the claim the Company pays under Policy 1 is for the total loss of **Your Apartment**. The amount of such reimbursement is limited for the Policy Period to \$5,000 per Apartment.

Replacement of Valuable Records

Reimbursement for the Named Insured for the reasonable expenses of reinstating, replacing, reproducing or restoring **Valuable Records** which are **Damaged** caused by or *resulting* from a cause not otherwise excluded that occurs during the Policy Period anywhere within the **Territorial Limits**. The amount of such reimbursement for all **Occurrences** is limited to \$100,000 in the aggregate for the Policy Period.

Funeral Expenses

The Company will pay up to \$5,000 per **Apartment** for funeral expenses following the accidental death of an **Apartment** owner, or a family member who permanently resides with the **Apartment** owner, due to **Damage** at the Insured Location.

Property of Others

Damage to personal property of others whilst that property is in the legal or physical control of the Named Insured and is not otherwise insured. The Company will pay up to \$10,000 and will only pay the indemnity value of the property.

Meeting Room Hire

The cost of hiring meeting room facilities for annual general meetings or committee meetings, where the usual meeting room is not fit for use. The Company will pay up to \$5,000 from the time of **Damage** until the time that the usual meeting room is available.

Travel Costs

Your reasonable travel costs in visiting **Your Apartment** to meet with claim adjusters and/or building repairers following **Damage** which results in **Your Apartment** being unfit to be occupied for its intended purpose.

The Company will only pay where **Your Apartment** has been leased out or where none of Your family members reside in Your Apartment, and will pay up to \$250 per **Apartment** and \$5,000 in the aggregate any one Policy Period.

Strata Levies and Fees

The cost of strata levies and maintenance fees required to be paid by **You** to the Named Insured during the period **Your Apartment** is unfit to be occupied for its intended purpose.

Green Standards Enhancements

If the cost of reinstatement of damaged **Property Insured** is more than twenty five per cent (25%) of that which would have been the cost of reinstatement if such property had been destroyed, the Company will also pay for:

- additional environment improvements not previously installed such as rainwater storage tanks, grey water recycling systems, solar energy systems, and use of other products and materials required to meet **Green Standards**; and
- hiring of professionals accredited to applicable **Green Standards** to participate in the repair or replacement of the **Property Insured**; and
- registration or certification of the repaired or replaced **Property Insured** as required by the applicable **Green Standards**; and
- disposal of debris, certified to applicable **Green Standards**, at recycling facilities, if such debris can be recycled.

The most the Company will pay is \$1,000,000 during any one Policy Period.

Public Relations Expenses

The Company will pay up to \$50,000 for reasonable public relations expenses which the Company deems to be necessary in order to manage media communications as a result of a covered claim under this Policy. This

may include advice or service provided by a communications, public relations or other crisis response firm, and broadcast, electronic, printed, telecast and telephonic announcements, communications and notices.

Extensions to Cover (Not Following Damage)

Cover under Policy 1 Section 1 is extended to include:

Replacement of Locks and Keys

Costs incurred as a result of the necessary replacement or adjustment of locks and keys at an Insured Location following theft or attempted theft from such location.

Loss Prevention Expenses

The reasonable and necessary costs You incur to protect:

- **Buildings;** or
- **General Contents,**

at the Insured Locations from imminent **Damage** caused by or resulting from a cause not otherwise excluded.

Unauthorised Tenants

Legal fees incurred by the Named Insured, with Our prior consent, to repossess **Property Insured** and/or an **Apartment** which has been occupied without the consent of the Named Insured. The Company will also pay for the unauthorised use of metered electricity, gas, oil, water or other utilities by the unauthorised occupants. The most the Company will pay is \$5,000 in the aggregate any one Policy Period.

Special Property Basket

Cover under Section 1 is extended by the Special Property Basket, for which the applicable limit is \$100,000 any one loss and \$250,000 in the aggregate any one Policy Period, unless specified differently below or in the Schedule. The Named Insured may elect to apportion this limit over the following types of loss in the event of **Damage** caused by or resulting from a cause not otherwise excluded at the Insured Locations:

Fine Arts

The Company will pay for **Damage to Fine Art**.

Trees, Shrubs, Plants or Lawns

The Company will pay for damage to trees, shrubs, plants, lawns, rockeries and other established items of landscaping at an Insured Location caused by or resulting from **Damage** at the Insured Location not otherwise excluded. The Company will also pay for the professional removal of trees that have caused **Damage to Property Insured** or trees, shrubs, plants or lawns, including the cost of treating stumps to prevent regrowth.

Trace and Access

The Company will pay the reasonable costs incurred with the consent of the Company up to a limit of \$25,000 per **Occurrence** (but still subject to the Special Limit of Insurance) to detect the point of escape of substances which:

- have caused **Damage to Property Insured;** or
- risk causing imminent **Damage to Property Insured.**

The Company will not pay any of these costs if:

- they result from the gradual escape of substances over a period of time; and
- the Named Insured or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of substances; or
- the gradual escape of substances occurs due to a lack of maintenance or wear and tear.

Subject to the Special Limit of Insurance, the Company will also pay up to \$1,000 for the repair or replacement, if required, of any defective part of the **Building** which caused the escape.

Arson or Theft Reward

The Company will pay a reward of up to \$10,000 (or any higher amount agreed between the Company and the Named Insured) for information leading to a conviction in respect of arson, theft or vandalism of **Property Insured**.

Fire Brigade Charges and Extinguishing Expenses

If the **Property Insured** is damaged by a sudden and accidental cause not otherwise excluded, the Company will pay associated fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preserving public safety for which the Named Insured may be assessed including replacing sprinkler heads.

Damage by Emergency Services

The Company will pay the cost of **Damage** to:

- **Property Insured**; or
- any landscaped areas; and
- any remedial costs necessarily and reasonably incurred;

caused by the emergency services.

Title Deeds

Cover under Policy 1 Section 1 is extended to include the reasonable costs **You** incur in replacing title deeds to an **Apartment**. The Company will pay up to \$5,000 on satisfaction of the loss or destruction.

Optional Extensions

The following extensions are optional and are subject to additional Premium. Cover is only operative when shown as 'Included' in the Schedule, and where **Damage** is caused by or resulting from a cause not otherwise excluded that occurs during the Policy Period. Cover is not automatically provided under the Policy.

Apartment Owners Floating Floors

If the Named Insured has included this Optional Extension and it is shown as included in the Schedule, the Company will cover **Apartment Owners Floating Floors** as if they were **Building**.

Flood

If the Named Insured has chosen and paid for this Optional Extension and it is shown as included in the Schedule, the Company will pay for **Damage to Property Insured** caused by **Flood**. The most the Company will pay is the limit stated in the Schedule for **Flood**.

The first bullet point of Excluded Causes 3.13 under Exclusions applicable to Policy 1 does not apply to this Optional Extension.

Special Conditions - Valuation

No Special Conditions in this Valuation Section shall increase the amount payable beyond the Limit of Insurance in Policy 1 Section 1.

Reinstatement Conditions

In the event of **Damage** to the **Property Insured** under Policy 1 Section 1, the basis upon which the amount payable under this Section is to be calculated shall be the cost of:

- Where **Property Insured** is destroyed or lost, the rebuilding of the property if a **Building** or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new, or
- Where **Property Insured** is **Damaged**, the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better than or more extensive than its condition when new.

Subject to the following Special Provisions:

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Named Insured, subject to the amount that the Company will pay not being thereby increased) must be commenced and carried out with reasonable dispatch, failing which the Company will not be liable to make any payment greater than the **Indemnity Value** of the **Property Insured** at the time it was Damaged.
2. When any **Property Insured** is lost or damaged in part only, the amount that the Company will pay shall not exceed the sum representing the cost, which the Company could have been called upon to pay for reinstatement if such **Property Insured** had been wholly destroyed.
3. No payment beyond the **Indemnity Value** of the **Property Insured** will be made until the cost of reinstatement has actually been incurred; provided that where the Named Insured reinstates or replaces any lost or destroyed property at a cost which is less than the cost of reinstatement but greater than the value of such property at the time of the **Damage**, then the cost so incurred will be deemed to be the cost of reinstatement.

Computer Betterment

In the event that new **Computer System** equipment of like kind and quality is not obtainable, equipment which is as similar as possible to that which has sustained **Damage** and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as betterment to the Named Insured.

Floor Space Ratio Index

In the event of any **Building** being **Damaged** so as to constitute total loss or constructive total loss and, as a result of the exercise of Statutory powers and /or authority by any Government Departments, Local Government or any other Statutory Authorities reinstatement of such **Building** as before is prohibited and reinstatement is only permissible subject to a reduced floor space ratio index:

1. the Company agrees to pay in addition to any amount payable on reinstatement of such **Building** the difference between:
 - 1.1 the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and
 - 1.2 the cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.
2. In arriving at the amount payable under (1.1) and (1.2) above, any payments made by the Company shall include the extra cost of reinstatement, including demolition or dismantling of the **Property Insured**, necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-Law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (1.1) and (1.2) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Named Insured in the reinstatement of the **Buildings**.

Loss of Land Value

Notwithstanding the provisions of the exclusions applicable to all Sections of Policy 1:

1. in the event of the absolute refusal by the competent local or government authority to allow the reconstruction of the **Building** following **Damage**, the Company shall pay by way of indemnity the amount of excess of the **Land Value** before over the **Land Value** after the **Damage** to improvements, or
2. in the event of the competent local or government authority allowing only partial reconstruction of the **Building** after **Damage**, the Company shall pay by way of indemnity the deficiency between the Land Value after such reconstruction and the **Land Value** before the **Damage**, less any sum paid by way of compensation by such authority arising out of the action referred to in (1) or (2) above.

The liability of the Company shall be limited to \$1,000,000 for any one loss or series of losses arising out of any one **Occurrence** at any one location.

Special Conditions

1. Settlement shall be made following the ruling of the the loss of **Land Value**. Should settlement have been made however and subsequently the ruling of the competent local or government authority be changed prior to completion of the reconstruction, resulting in an increase in the **Land Value**, that part of the claim paid in excess of the revised **Land Value** shall be refunded to the Company.
2. All differences relating to the **Land Value** arising out of the Policy shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties and in case the two registered valuers do not agree, of a third valuer, nominated by the Chair of the Australian Property Institute (in the same state or territory as the Insured Location) as an expert, whose decision shall be binding. The cost of the third valuer is to be shared equally by the parties.

Undamaged Foundations

When **Property Insured** is damaged but its foundations are not destroyed and, due to the exercising of statutory powers or delegated legislation or authority by any government department, local government or other statutory Authority, reinstatement of the **Property Insured** is carried out upon another site or sites, then the abandoned foundations shall be deemed to have been destroyed. If the presence of the abandoned foundations increases the sale value of the original site, then such increase shall be regarded as salvage and shall be payable to the Company by the Named Insured upon completion of the sale or shall be deducted from the total amount otherwise payable by the Company under the Policy, whichever shall occur later.

All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties to this Policy. If the two valuers fail to agree, their differences shall be referred to the decision of a third valuer, nominated by the Chair of the Australian Property Institute (in the same state or territory as the Insured Location) as an expert, whose decision shall be binding. The cost of the third valuer is to be shared equally by the parties.

Abandoned Undamaged Portion of a Building

If any **Building** is Damaged and due to the exercise of statutory powers or delegated legislation or authority by any government department, local government or other statutory Authority, reinstatement of such **Building** is carried out upon another site, then the abandoned undamaged portion of such **Building** shall be deemed to have been destroyed; provided that if the presence of such abandoned undamaged portion of the **Building** increases the sale value of the original site, the increase in sale value shall be regarded as salvage and the amount thereof shall be payable to the Company by the Named Insured upon completion of any sale of the site or shall be deducted from the total amount otherwise payable by the Company under this Policy, whichever shall occur later. All differences relating to the amount of such increase in site value shall forthwith be referred to the decision of two registered valuers; one to be appointed by each of the parties to this Policy. If the two valuers do not agree, their differences shall be referred to the decision of a third valuer, nominated by the Chair of the Australian Property Institute (in the same state or territory as the Insured Location) as an expert, whose decision shall be binding. The cost of the third valuer is to be shared equally by the parties.

Extra Cost of Reinstatement

Cover extends to include the extra cost of reinstatement (including demolition or dismantling) of damaged property necessarily incurred to comply with the requirements of any lawful authority imposed after the damage; subject to the following Provisions and subject also to the terms, Conditions, and Limits of Liability of this Section and the Limit of Insurance of Policy 1.

Provisions

1. The work of reinstatement (which may be carried out wholly or partially upon any other site(s), if the requirements of the aforesaid Act, Regulation or By-Law so necessitate, subject to the liability of the Company not being thereby increased), must be commenced and carried out with reasonable despatch, failing which the Company shall not be liable to make any payment beyond the amount which would have been payable under this Section if this memorandum had not been incorporated herein.

2. The amount recoverable shall not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which the Named Insured had been required to comply prior to the happening of the **Damage**.
3. If the cost of reinstatement of damaged **Property Insured** is less than twenty five per cent (25%) of that which would have been the cost of reinstatement if such property had been destroyed, the amount recoverable hereunder shall be limited to the extra cost necessarily incurred in reinstating only that portion damaged.

Section 2: Temporary Accommodation and Loss of Rent

Cover

Consequent upon **Damage** to the **Building** caused by or resulting from a loss under Policy 1 Section 1 not otherwise excluded that occurs during the Policy Period, the Company will pay:

Loss of Rent and Temporary Accommodation

Loss of Rent or Temporary Accommodation (including **Emergency Accommodation**) resulting from interruption of or interference to **Your Apartment**.

Loss of Building Rent

Loss of Building Rent resulting from interruption of or interference to part of the Building.

Re-Letting Costs

The re-letting costs of:

- **Your Apartment**; or
- part of the **Building**;

which is normally occupied by a tenant and becomes uninhabitable. The Company will pay up to \$1,500 for reasonable expenses required to re-let **Your Apartment** or that part of the **Building** if the previous tenant does not return.

Boarding Expenses for Pets

Up to \$1,000 per **Apartment** to board **Your** pets in alternative accommodation if they are not permitted to stay with **You** under the terms and conditions of the place of **Your** alternative accommodation.

Basis of Settlement

Limit of Liability

The Limit of Liability under Policy 1 Section 2 payable for any one **Occurrence** in any Policy Period in respect of all **Apartment** owners and the Named Insured is 15% of the Limit of Insurance in Section 1 of this Policy, or the amount or percentage specified in the Schedule.

Loss of Rent Payments

The Company will pay **Your Loss of Rent** based on the current actual monthly rent **You** were receiving immediately prior to the loss. Where the **Apartment** was intended to be rented but unoccupied at the time of the loss the Company will pay **Your Loss of Rent** based on the average monthly rent received for like apartments at the location.

Loss of Building Rent Payments

The Company will pay **Loss of Building Rent** based on the current actual monthly rent the Named Insured was receiving immediately prior to the loss. Where part of the **Building** was intended to be rented but unoccupied at the time of the loss the Company will pay **Loss of Building Rent** based on the average monthly rent received for like premises at similar locations.

Temporary Accommodation Expenses

The Company will pay **Your** reasonable **Temporary Accommodation** expenses that are necessary to maintain **Your** usual standard of living.

The Company will also pay the reasonable costs for the removal, storage, return and cost of insuring **Your** undamaged contents.

Emergency Accommodation Expenses

Where the **Apartment** is occupied purely for residential purposes, the Company will pay **Emergency Accommodation** expenses for any owner occupied **Apartment** up to \$3,500 per **Apartment**.

Extensions to Cover

Cover under Section 2 of this Policy is extended to include **Loss of Building Rent, Loss of Rent** and **Temporary Accommodation** (excluding **Emergency Accommodation**) expenses resulting from the interruption of or interference with the Named Insured's Business in consequence of:

Denial of Access

The destruction of or damage to property of a type insured by this Policy excluding the **Property Insured**, located within 1 (one) kilometre of any Insured Location, which prevents or hinders the use of the Insured Location or access thereto.

This extension shall not apply in the event of destruction or damage extending to property of any supply undertaking from which the Named Insured obtains electricity, gas, water or telecommunication services.

Public Utilities

The destruction or damage to property during the Policy Period at any:

- Generating station or sub-station of any public electricity supply undertaking;
- Land based premises of any public gas supply undertaking or of any natural gas producer linked directly therewith;
- Water works and pumping stations of any public water supply undertaking; or
- Land based premises of any public telecommunications undertaking from which the Named Insured obtains telecommunications services or the cables conveying such services from such undertaking to the Insured Location;

which prevents or hinders the use of the Insured Location or access to it.

For the purposes of this Extension only, the cover commences at the expiration of 24 hours after the interruption or interference with the Named Insured's Business and continues for a maximum indemnity period of thirty (30) days.

For the avoidance of doubt this extension does not apply to damage at or to any over-head and underground communication, transmission or distribution equipment conveying services to the Insured Location.

Cover under Section 2 of this Policy is extended to include **Loss of Building Rent, Loss of Rent** and **Temporary Accommodation** resulting from the restrictions on the use of or interference with the Insured Location, subject always to the applicable Limit of Liability in Policy 1, Section 2, if any, as follows:

Restrictions on the Use of the Insured Location

Loss resulting from restrictions on the use of or interference with the Insured Location in consequence of:

1. the discovery of vermin or pests at the Insured Location;
2. any accident causing defects in the drain or other sanitary arrangements at the Insured Location;
3. the occurrence of an illness, including a **Covered Disease**, which is directly caused by the consumption of injurious matter in food or drink consumed at, or provided at, the Insured Location;

where the discovery, accident or occurrence in paragraphs 1, 2 and 3 above causes restrictions on the use of the Insured Location on the order or written advice of any government, local government or other statutory authority; or

4. the closure or evacuation of the whole or part of the Insured Location by order of a government, local government or other statutory authority as a direct result of an occurrence or outbreak of a **Covered Disease** as defined in this extension occurring at the Insured Location; or

5. any occurrence of murder or suicide at the Insured Location which causes restrictions on the use of the Insured Location,

provided that:

6. the Company shall not be liable for the first 24 hours of any restrictions on the use of, or interference with, the Insured Location, as determined by the date and time at which the order or written advice takes effect in the case of paragraphs 1,2,3 and 4 or the date and time of the occurrence in the case of paragraph 5;
7. the Company shall only be liable for loss arising at the Insured Location, which is directly affected by the discovery in paragraph 1, the accident in paragraph 2, or the occurrences or outbreak in paragraphs 3, 4 or 5;
8. the Company shall not be liable under this extension for the costs incurred in cleaning, repair, replacement, recall or checking of or at the Insured Location or any **Property Insured**;
9. it is a condition precedent to any claim relating to closure or restrictions on the use of the Insured Location due to Legionnaires Disease that the **Named Insured** has carried out tests at the required intervals and met control requirements and management of risk requirements for legionella and Legionnaires Disease in accordance with the applicable legislation and regulations with satisfactory results and in accordance with Australian Standards;
10. the liability of the Company under this extension continues for the **Maximum Indemnity Period** or up to a limit of \$500,000 in the aggregate for all Apartment owners in any one Policy Period in respect of all losses, whichever is the lesser; and
11. the amount payable to each **Apartment** owner will be reduced by any sum saved in respect of such charges and expenses of the relevant Insured Location as may cease or be reduced in consequence of the enforcement action and any amount awarded as compensation within the terms of applicable legislation.

For the purposes of this Extension:

- i. **Covered Disease** means the following only:
 - Measles;
 - Meningococcal Disease;
 - Gastroenteritis;
 - Legionnaires Disease;
 - Salmonella Infection (salmonellosis); and
 - Escherichia coli Infection.
- ii. **Maximum Indemnity Period** means the period during which the use of the Insured Location shall be affected, beginning with the date and time from which the restrictions, closure or evacuation of the Insured Location came into effect in the case of paragraphs 1, 2, 3 and 4, or in the case of paragraph 5, beginning with the date and time of the occurrence, and ending when the restrictions, closure or evacuation are no longer in effect, but not exceeding a maximum period of thirty (30) days.
- iii. **Insured Location** means only the location shown in the Schedule; in the event that the Policy includes an extension which deems **Damage** to property at other locations to be **Damage** to the Insured Location such extension shall not apply to this extension.

Claims Preparation Expenses

The Company will pay for the reasonable professional fees payable by the Named Insured, and such other reasonable expenses necessarily incurred by the Named Insured and not otherwise recoverable, for preparation of claims under Policy 1 Property Insurance. The amount of such charges that the Company will pay is limited in total to \$100,000 in the aggregate for the Policy Period.

Special Conditions

Payments on Account

In the event of loss the Company may in their discretion and if requested by the Named Insured, make payments on account during the indemnity period.

Section 3: Catastrophe Extension and Owners Improvements

Section 3 is an optional Section of Policy 1 – Property Insurance. The Named Insured must request this Section and pay the required premium before cover is operative.

Cover is not automatically provided under the Policy.

Cover

Part A – Declared Catastrophe Extension

Should damage occur during the Policy Period arising out of a **Catastrophe** the Company will increase the Limit of Insurance in Policy 1 Section 1 by the Declared Catastrophe Percentage shown in the Schedule (with a resultant increase in the Limit of Liability in Policy 1 Section 2 in accordance with the provisions of that Section).

Part B – Apartment Owners Improvements

If the Limit of Insurance shown in the Schedule for Policy 1 Section 1 has been exhausted, the Company will pay up to \$300,000 per **Apartment** for **Damage to Apartment Owners Improvements**.

Limit of Liability

The most the Company will pay under this Section for Part A and Part B is the limit shown in the Schedule for Policy 1 Section 3.

Basis of Settlement

Loss under Policy 1 Section 3 shall be calculated in accordance with the Basis of Settlement in Policy 1 Section 1.

Section 4: Money Cover

The Company will pay for **Damage** occurring during the Policy Period to the Named Insured's:

- **Money** at a **Specified Location**;
- **Money** held by the **Strata Manager**;

caused by or resulting from a cause not otherwise excluded.

In no event shall the Company's liability exceed in respect of any item insured the applicable Limit of Liability shown in the Schedule.

Extensions to Cover

The Company will pay for **Damage** other than by an excluded cause to:

- any safe strong room or franking machine the property of the Named Insured or for which they are responsible;
- any container whilst being used for carrying **Money** as a result of theft or attempted theft of **Money** unless such **Damage** is otherwise insured;
- clothing and personal effects of any **Office Bearer** or employee of the Named Insured resulting from an assault in an attempt to steal **Money**;

all within the **Territorial Limits**.

Special Conditions

The Named Insured shall take all reasonable care for the safety of the **Money** insured and in the selection and supervision of employees.

Exclusions

In addition to the exclusions contained in Policy 1 under Exclusions applicable to Policy 1, this Section will not cover:

1. loss or shortage due to errors or omissions in receipts or payments, accountancy depreciation, currency fluctuations, or interruption of any kind.
2. any loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer.

3. loss resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, or irrecoverable for any reason.
4. loss from an unattended vehicle.
5. any loss arising from fraud or dishonesty of any **Employee** of the Named Insured unless such loss is discovered within seven working days after occurrence of the fraudulent or dishonest act.
6. extortion, kidnap or ransom.
7. manuscripts, media tapes and other records of **Money**
8. loss of income, interest or dividends.
9. **Money** in the possession or control of any unauthorised representative of the Named Insured.
10. loss or that part of any loss the proof of which involves in any manner: (1) a profit and loss computation or comparison or (2) a comparison of inventory records with an actual physical count; provided, however, that where the Named Insured establishes wholly apart from such comparison that it has sustained a loss covered under this Policy, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed.

Section 5: Machinery Breakdown

Cover

Subject to the Limit of Liability shown in the Schedule, the Company will pay for **Damage** occurring during the Policy Period arising from abrupt and accidental **Breakdown of Machinery and Plant** caused by or resulting from a cause not otherwise excluded.

Extensions to Cover

Following **Damage** covered under Policy 1 Section 5, cover is extended to include:

Expediting Expenses

The costs incurred for reasonable expenses in respect of temporary repairs, overtime, express freight or hiring of temporary plant, up to a limit of \$250,000.

However this cover does not include:

- expenses for overseas specialists or consultants to carry out or supervise repairs;
- air freight by aircraft specifically chartered for the purpose;
- overtime charges which exceed 50% of the cost of carrying out the repairs at ordinary rates;
- any repairs or replacement of hired or loan plant.

Insulating Oil Or Refrigerant Costs

The cost to replace:

- insulating oil from transformers or capacitors;
- liquids or refrigerant gas from air-conditioning or refrigeration units;

up to a limit of \$5,000.

However this cover does not include loss of gas or liquid resulting from:

- leakage from glands, seals, gaskets or joints;
- fatigue fractured pipes.

Data Recompilation Costs

The cost incurred by the Named Insured of reproducing any **Data** contained on any **Data Processing Media** as described in subparagraph c) of Excluded Causes 4.5 The most the Company will pay for the purposes of this extension is \$100,000.

Increased Cost Of Working

Where **Damage** covered under Policy 1 Section 2 causes interruption to the normal operation of **Machinery and Plant** the Company will pay the Named Insured's necessary expenditure for the use of a substitute machine apparatus during the period of interruption but only after deduction of expense amounts the Named Insured would have incurred to maintain normal Business operations.

The most the Company will pay is \$50,000 and for the purposes of this extension only, cover for such costs commences at the expiration of 24 hours after the period of interruption commences and continues for a maximum period of thirty (30) days.

Exclusions

In addition to the exclusions contained in Policy 1 under Exclusions applicable to Policy 1, this Section will not cover:

1. **Damage** caused by faulty, inadequate or defective installation;
2. **Damage** for which a supplier contractor or repairer is responsible either by law or under contract;
3. **Damage** caused by failure of **Machinery and Plant** to perform in accordance with plans, specifications or as intended;
4. **Damage** caused by freezing caused by or resulting from weather conditions;
5. **Damage** arising out of the wilful act or gross negligence of the Named Insured or their representatives;
6. the cost of complying with Building Regulations or local authority or statutory requirements;
 - i. relating to undamaged property or undamaged portions of property;
 - ii. under which notice has been served prior to the **Damage**.
7. **Damage** to **Machinery and Plant** with a total rated power of over 5 kilowatts.
8. **Damage** to boilers, cooling towers, air conditioning chiller sets, diesel generators or lift motor equipment.
9. **Damage** to individual air conditioning units over 7 years of age that service a single **apartment**.

Section 6: First Loss Terrorism Extension

Optional sub limited cover Section 6 is an optional Section of Policy 1 – Property Insurance.

The Named Insured must request this Section and pay the required premium before cover is operative.

Cover is not automatically provided under the Policy.

Cover

If shown in the Schedule as operative then, subject to the exclusions, limits, terms and conditions of Policy 1, the Company will pay for physical loss or physical damage to **Property Insured** that is caused by **Terrorism** occurring during the Policy Period.

The most the Company will pay under Section 6 of Policy 1 is the applicable Limit of Insurance shown in the Schedule.

Extensions to Cover

Temporary Accommodation and Loss of Rent

The Company will pay **Loss of Rent** or **Temporary Accommodation** (including **Emergency Accommodation**) resulting from interruption of or interference to **Your Apartment** consequent upon damage to the **Building** caused by **Terrorism** (unless otherwise excluded under Policy 1) occurring during the Policy Period.

Loss of Building Rent

The Company will pay **Loss of Building Rent** resulting from interruption of or interference to part of the **Building** consequent upon damage to the **Building** caused by **Terrorism** (unless otherwise excluded under Policy 1) occurring during the Policy Period.

Loss under this extension to Policy 1 Section 6 shall be calculated in accordance with the Basis of Settlement for this Section.

Basis of Settlement

Loss of Rent Payments

The Company will pay **Your Loss of Rent** based on the current actual monthly rent **You** were receiving immediately prior to the loss. Where the **Apartment** was intended to be rented but unoccupied at the time of the loss the Company will pay **Your Loss of Rent** based on the average monthly rent received for like apartments at the location.

Loss of Building Rent Payments

The Company will pay **Loss of Building Rent** based on the current actual monthly rent the Named Insured was receiving immediately prior to the loss. Where part of the **Building** was intended to be rented but unoccupied at the time of the loss the Company will pay **Loss of Building Rent** based on the average monthly rent received for like premises at similar locations.

Temporary Accommodation Expenses

The Company will pay **Your** reasonable **Temporary Accommodation** expenses that are necessary to maintain **Your** usual standard of living. The Company will also pay the reasonable costs for removal, storage and return of undamaged **Apartment** owners contents.

Emergency Accommodation Expenses

The Company will pay **Emergency Accommodation** expenses for any owner occupied **Apartment** up to \$3,500.

Special Conditions

Onus of Proof

In any claim, action, suit or proceeding to enforce a claim for loss under this Section, the burden of proving that the loss is recoverable under this Section and that no limitation or exclusion of this Section applies and the quantum of loss shall fall upon the Named Insured.

Limit of Insurance

The most the Company will pay under Section 6 of Policy 1 is the applicable Limit of Insurance shown in the Schedule. This limit applies to any one **Occurrence** and to all **Occurrences** in the aggregate.

Deductible

Each **Occurrence** shall be adjusted separately and this Section is only to pay the excess of the sum stated in the Schedule as Deductible and which sum shall be retained by the Named Insured.

Debris Removal

This Section also covers, within the applicable Limit of Insurance, expenses incurred in the removal of debris of **Property Insured** which may be directly destroyed or damaged by **Terrorism**.

Protection Maintenance

It is agreed that any protection provided for the safety of the **Property Insured** shall be maintained in good order throughout the currency of this Section and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Company without their consent.

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Valuation

It is understood that, in the event of damage, settlement under Policy 1 Section 6 shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

- The repairs, replacement or reinstatement (all hereinafter referred to as “replacement”) must be executed with due diligence and dispatch;
- Until replacement has been effected the amount of liability under this section in respect of loss shall be limited to the actual cash value at the time of loss;
- If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this section.

Exclusions

Excluded Causes 3.8, 3.9, 3.10 and 3.12 of Policy 1 do not have application to Section 6 of Policy 1 however all remaining exclusions contained in Policy 1, under Exclusions applicable to Policy 1, continue to apply.

In addition to the exclusions contained in Policy 1 under Exclusions applicable to Policy 1, this Section will not cover:

1. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss by seizure or illegal occupation, but this exclusion does not apply with respect to damage to **Property Insured** caused by or attributable to **Terrorism** and directly resulting therefrom.
3. Loss or damage caused by confiscation, requisition, detention, legal occupation, embargo, quarantine, or the result of any order of public or government authority which deprives the Named Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
4. Loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
5. Loss or damage by chemical or biological release or exposure of any kind.
6. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless physical loss or damage is caused directly by **Terrorism**.
7. Loss or increased cost occasioned by any public or civil authority’s enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any **Property Insured** hereunder.
8. Any consequential loss or damage caused by **Terrorism**, except as provided for under **Loss of Building Rent, Loss of Rent or Temporary Accommodation** (including **Emergency Accommodation**) in this Section.
9. Loss of use, delay or loss of markets, however caused or arising, and despite any preceding loss insured under Policy 1.
10. Loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service.
11. Loss or increased cost as a result of threat or hoax, in the absence of physical damage due to **Terrorism**.

Policy 1: Exclusions Applicable to Policy 1

The following exclusions apply to each Section of Policy 1 of this Package except where expressly varied in any Section.

Excluded Property

Policy 1 of this Package does not cover:

1. water, air, land (including top-soil back-fill drainage or culverts), runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharves, mines, property underground (but not basements, car parks or other such permanent improvements forming part of any **Building** that is **Property Insured**) and off-shore property;
2. animals, growing crops;
3. trees and other vegetation, including lawns and shrubs, except to the extent insured under the Special Property Basket;
4. jewellery, precious stones, bullion, furs, fine art, curiosities, relics and rare books, except to the extent insured under the Special Property Basket;
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within 250 metres of Insured Locations;
6. **Money**, except when and to the extent insured under Policy 1 Section 4;
7. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites);
8. property in transit;
9. property undergoing construction, erection, alteration or addition when the value of work exceeds 10% of the Limit of Insurance in Policy 1 Section 1 or \$500,000 whichever is the lesser;
10. empty premises undergoing demolition;
11. moveable property in the open, textile awnings and blinds in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood or dust;
12. explosives and contraband;
13. property that is or becomes empty or disused for a continuous period in excess of sixty (60) days unless inspected at least once in every seven (7) days, unless agreed by the Company;
14. property of individual owners and tenants.

Excluded Causes

Policy 1 of this Package does not cover **Damage** directly or indirectly caused or occasioned by or arising from:

- 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, normal upkeep and making good, frost or any other gradually operating causes;
- 1.2 escape of liquid from processing equipment where such defined escape is due to the use of equipment by the Named Insured or any **Employee** or other person acting on behalf of the Named Insured, except to the extent insured under the Special Property Basket;
- 1.3 corrosion, rust, wet or dry rot, mildew, mould, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;

- 1.4 change in temperature, humidity, colour, flavour, texture, smell, scent, smut, smoke or finish;
- 1.5 changes in the water table level;
- 1.6 asbestos material removal or modification, unless the asbestos forms part of **Property Insured** and itself suffers **Damage** caused by or resulting from a cause not otherwise excluded;
- 1.7 settling, cracking, shrinkage, or expansion of pavements, foundations, walls, floors, ceilings, or swimming pools;
- 1.8 joint leakage, failure of welds, cracking, fracturing, nipple leakage, collapse or overheating of: boilers, economisers, super heaters, pressure vessels, tubes or pipes, or any range of steam and feed piping in connection therewith;
- 1.9 the bursting of a boiler, economiser, vessel, machine or apparatus belonging to or under the control of the Named Insured, other than those in which internal pressure is due to water or steam;
- 1.10 magnetic flux, mechanical or electrical **Breakdown** or derangement of the particular machine, apparatus or equipment or **Computer System** equipment in which such **Breakdown** or derangement originates (however this exclusion does not apply to coverage granted under Section 5 of Policy 1 or Policy 4 when operative);

but this shall not exclude subsequent **Damage** or **Loss of Rent, Temporary Accommodation** (including **Emergency Accommodation**) or **Loss of Building Rent** resulting there from due to a cause not otherwise excluded.

- 2.1 faulty or defective workmanship, design or materials, misapplication of tools, operational error or omission on the part of the Named Insured or any **Employee**;
- 2.2 the **Property Insured** undergoing any process, test or commissioning or being actually worked upon;
- 2.3 the correction of defects in design or content of any computer records or program and any costs and expense associated therewith;
- 2.4 the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services;
- 2.5 subsidence, ground heave, erosion or landslide;
- 2.6 incorrect siting of **Buildings** consequent upon:
 - error in architectural design or specification,
 - non compliance by the Named Insured (or anyone acting on behalf of the Named Insured) with the necessary permits issued by Government, Public or Local Authorities,

but this shall not exclude subsequent **Damage, Loss of Building Rent, Loss of Rent or Temporary Accommodation** (including **Emergency Accommodation** expenses) resulting from a **Defined Peril**.

- 3.1 loss of market or delay;
- 3.2 any wilful act or neglect of the Named Insured or any **Office Bearer, Employee** or volunteer of the Named Insured that increases any loss insured under this Policy;
- 3.3 the Named Insured or any **Office Bearer** or **Employee** of the Named Insured parting with title or possession of any property if induced to do so by any fraudulent scheme, trick or pretence, misrepresentation (whether verbal or not) or concealment;
- 3.4 acts of fraud or dishonesty by any **Office Bearer, Employee**, authorised representative or agent of the Named Insured or any other person to whom the Named Insured entrusts **Property Insured**;
- 3.5 disappearance, unexplained or inventory shortage, misfiling or misplacing of information;

- 3.6 a safe or strong room being opened by the use of a key or combination code through the key or combination having been left in:
- any office of the **Building**;
 - the same room as the safe or a room or area containing the strong room; or
 - an adjacent area to the safe or strong room; outside business hours;
- 3.7 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure, or destruction by the government or any public authority;
- 3.8 or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence of loss including any cost or expense of whatsoever nature directly or indirectly incurred by the Named Insured;
- 3.9 any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In respect of Exclusions 3.8 and 3.9, if the Company alleges that by reason of these exclusions any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Named Insured;
- 3.10 any act of strikers locked out workers or persons taking part in labour disturbances;
- 3.11 malicious damage or vandalism (except in respect of **Damage** to any **Property Insured** and **Loss of Building Rent, Loss of Rent** (including **Emergency Accommodation expenses**) and **Temporary Accommodation** caused by or resulting from fire or explosion), bursting overflowing freezing discharging or leaking of water tanks apparatus pipes heating cooling or fire protection systems when the Insured Locations are empty or disused for a continuous period of thirty days or more;
- 3.12 pollution or contamination, except in respect of **Damage** to the **Property Insured** caused by or resulting from:
- pollution or contamination which itself results from a **Defined Peril**;
 - a **Defined Peril** which itself results from pollution or contamination;
- 3.13 physical loss, destruction or damage occasioned by or happening through:-
- **Flood**;
 - water from or action by the sea, storm surge, tidal wave or high water, unless caused by or arising from or as a direct consequence of an earthquake or seismological disturbance.

Nor does this Policy of this Package cover:

- 4.1 **Damage to Property Insured** or any loss or expense whatsoever resulting or arising there from or any **Loss of Building Rent, Loss of Rent** (including **Emergency Accommodation expenses**) or **Temporary Accommodation** or any liability whatsoever directly or indirectly caused by or contributed to by or arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4.2 **Damage** to any **Building** or other structure caused by or resulting from its own cracking or collapse.
- 4.3 **Damage to Property Insured**:
- caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
 - resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair except in respect of **Damage** to any **Property Insured** and **Loss of Building Rent, Loss of Rent** and **Temporary Accommodation** (including **Emergency Accommodation expenses**) caused by or resulting from fire or explosion;
 - being the solidification of molten material;

except in respect of **Damage** to any **Property Insured** caused by or resulting from a **Defined Peril**.

4.4 any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or contributing concurrently or in any sequence with:

- a **Communicable Disease**; or
- the fear or **threat** (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- for a **Communicable Disease**, or
- any Insured Location hereunder that is or may be affected either directly or indirectly by a **Communicable Disease**.

As used in this Policy, a **Communicable Disease** means any:

- a) physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite, fungus or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission or whether it was discovered at the Insured Location, or whether it was, or is, occurring at the Insured Location, or in respect of which there is an occurrence or an outbreak elsewhere. This sub-paragraph of this definition does not apply to illnesses directly caused by the consumption of injurious matter in food or drink consumed at, or provided at, the Insured Location or **Covered Disease** (as defined in the *Restrictions on the Use of the Insured Location* extension); or
- b) any virus, bacterium, parasite, or other organism or any variation thereof, whether deemed living or not which causes, or is likely and/or expected to cause, physical distress, illness or disease. This sub-paragraph of this definition does not apply to organisms which cause illnesses that are directly caused by the consumption of injurious matter in food or drink consumed at, or provided at, the Insured Location or where such an organism causes a **Covered Disease**; or
- c) any disease (including a **Covered Disease**) which is a quarantinable disease or a listed human disease under the *Biosecurity Act 2015* (Cth), as may be amended from time to time and any replacement, successor or functionally similar legislation of the Commonwealth of Australia (or of the applicable state or territory of the Commonwealth of Australia in which the Insured Location is located), including delegated legislation irrespective of whether it was discovered at the Insured Location, or was, or is, occurring at the Insured Location or in respect of which there is an occurrence or outbreak elsewhere; or
- d) any disease (including a **Covered Disease**) determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC); or
- e) any physical distress, illness or disease, or **Covered Disease** that gives rise to an **Epidemic or Pandemic** (or which is likely or expected to give rise to an **Epidemic or Pandemic**) regardless of the means of transmission or whether it was discovered at the Insured Location, or whether it was, or is, occurring at the Insured Location or in respect of which there is an occurrence or outbreak elsewhere; or
- f) any mutation of the illnesses, diseases or organisms described in subparagraphs a), b), c), d) and e).

For the purposes of subparagraph e) above:

- i. **Epidemic** means the occurrence in a community, region, state or nation of cases of an illness, specific health-related behaviour, or other health-related events exceeding normal expectancy or recorded averages or seasonal variances in that community, region, state or nation.

- ii. **Pandemic** means the widespread outbreak of a disease including but not limited to outbreaks which cross international boundaries and that affect a large number of people.

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s) under Policy 1.

- 4.5 a) notwithstanding any provision to the contrary within this Policy, this Policy excludes any:
- i. **Cyber Loss**, unless subject to the provisions of subparagraph b);
 - ii. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of subparagraph c);

Regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- b) Subject to all the terms, conditions, limitations and exclusions of this Policy, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- c) Subject to all the terms, conditions, limitations and exclusions of this Policy, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this Policy excludes any amount pertaining to the value of such **Data**, to the Insured or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- d) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- e) This exclusion supersedes and, if in conflict with any other wording in the Policy having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

For the purposes of this Exclusion:

- f) **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- g) **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- h) **Cyber Incident** means:
 - i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

- ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s) under Policy 1.

Policy 1: Conditions Applicable to Policy 1

The following conditions apply to each Section of Policy 1 of this Package except where expressly provided to the contrary.

Limits of Insurance

In no event shall the Company's liability for any one loss or series of losses arising out of one event exceed:

- In respect of any Section the Limit of Liability or Limit of Insurance for Policy 1 shown in the Schedule;
- OR
- In respect of any extension of cover the limit of liability shown in the Schedule;

whichever is the lesser sum.

All extensions of cover are subject to the applicable Limit(s) of Liability or Limit of Insurance set out in the Schedule and, where stated, other limitations stated elsewhere in Policy 1.

Automatic Reinstatement following Loss

Cover under Policy 1 will not be reduced by the amount of any loss provided that the Named Insured pays any additional premium due.

Misrepresentation and Non-Disclosure

If the Named Insured:

1. failed to disclose any matter which the Named Insured was under a duty to disclose to the Company; or
2. made a misrepresentation to the Company before this Policy was entered into and if the Company would not have entered into this Policy for the same premium and on the same terms and Conditions expressed in this Policy but for the failure to disclose or the misrepresentation;

then

1. the liability of the Company in respect of any claim will be reduced to an amount to place the Company in the same position in which the Company would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made; or
2. if the non-disclosure or misrepresentation was fraudulent, the Company may avoid this Policy.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Named Insured or anyone acting on the Named Insured's behalf to obtain any benefit under this Policy, or if any **Damage** be occasioned by the wilful act or with the connivance of the Named Insured, the Company without prejudice to any other right the Company might have under this Policy, shall be entitled to refuse to pay such claim.

Action by the Named Insured

In the event of **Damage** for which a claim is or may be made under this Policy the Named Insured shall:

- notify the Company immediately;
- notify the Police authority immediately it becomes evident that any **Damage** has been caused by theft or attempted theft or by malicious persons;

- carry out and permit to be taken any action which may reasonably be practicable to prevent minimise or check any further **Damage** or interruption or interference with the Named Insured's Business;
- deliver to the Company at the Named Insured's expense:
 - 4.1 full information in writing of circumstances, nature and amount of **Damage**,
 - 4.2 details of any other insurance on any **Property Insured**,
 - 4.3 all such proofs and information relating to the claim as may be reasonably required,
 - 4.4 if demanded, a statutory declaration of the truth of the claim and of any matters connected with it,

within thirty (30) days after such **Damage** (7 days in the case of **Damage** caused by theft or attempted theft riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow.

If the event is one in consequence of which a claim may be made under Policy 1 Section 2, the Named Insured shall, not less than thirty (30) days after the expiry of the indemnity period or within such further time as the Company may allow, deliver to the Company:

- written particulars of their claim together with details of all other insurances covering property used by the Named Insured at the Insured Location for the purpose of the Named Insured's Business or any part of it or any resulting in **Loss of Building Rent, Loss of Rent** (including **Emergency Accommodation** expenses) or **Temporary Accommodation**;
- such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

If the terms of this condition have not been complied with any payment already made on account in respect of the claim already shall be repaid to the Company forthwith and the Company shall have no further obligation to make payment with respect to that claim.

Reinstatement

If any **Property Insured** is to be reinstated or replaced by the Company, the Named Insured shall at their own expense provide all such plans, documents, books and information as may reasonably be required. The Company shall not be bound to reinstate exactly but only ascircumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any item insured more than its Sum Insured or the Limit(s) of Liability (whichever is less).

Alteration

Section 2 of Policy 1 will be avoided or reduced to the extent permitted by Australian law, if after the commencement of this insurance:

1. the Named Insured's Business is wound up or carried on by a liquidator or receiver or permanently discontinued, or
2. the interest of the Named Insured ceases, or
3. any alteration is made either in the Named Insured's Business or in the Insured Location or property therein whereby the risk of loss destruction or **Damage** is increased, unless agreed in advance by the Company in writing.

All other Sections of Policy 1 of this Package shall be avoided or reduced to the extent permitted by Australian law in respect of any **Property Insured** altered after the commencement of this insurance:

1. by removal;
2. whereby the risk of Damage is increased; or
3. whereby the interest of the Named Insured ceases except by operation of law;

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unless agreed in advance by the Company in writing.

Inspection

The Company shall have the right to inspect the **Property Insured** at all reasonable times during the Policy Period. The Named Insured agrees to make available the **Property Insured** at no expense to the Company to enable the Company to carry out such inspections and report thereon.

Reasonable Precautions

At all times during the Policy Period the Named Insured shall take all reasonable precautions to prevent **Damage**.

Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased, unknown to or beyond the control of the Named Insured, providing that the Named Insured immediately they become aware of any such thing, shall give notice to the Company and pay an additional premium if required Fire Protection Devices

In respect of any automatic sprinkler or automatic fire alarm installations or any other fire protection in the Insured Location the Named Insured shall so far as their responsibility extends take all reasonable steps to:

- maintain the Installation(s) including the automatic alarm signal in efficient condition;
- maintain ready access to the water supply control facilities.

Fire Extinguishing Appliance

The Named Insured shall keep the fire extinguishing appliances in working order during the Policy Period.

Workmen

Workmen are permitted in or about any of the Insured Locations for the purposes of carrying out minor alterations, repairs, decoration and maintenance without prejudice to this insurance.

Other Insurance

The Named Insured shall give written notice as soon as practicable to the Company of any other insurance or insurances effected covering the **Property Insured**.

Statutory Regulations

In respect of any vessel, machinery or apparatus or its contents, belonging to or under the control of the Named Insured which requires examination to comply with any Statutory Regulations cover against **Damage** caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a Policy or other contract providing the required inspection service.

Company's Right following a Claim

On the happening of **Damage** in respect of which a claim is made the Company and any person authorised by the Company may, without thereby incurring any liability or diminishing the Company's rights under this Policy, enter, take or keep possession of the premises where such **Damage** has occurred and take possession of or require to be delivered to the Company any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner. No **Property Insured** may be abandoned to the Company whether taken possession of by the Company or not.

Salvage

If any **Damaged Property Insured** is recovered by the Named Insured after a loss payment is made the Named Insured must give the Company prompt notice.

If any recovered property has a salvage value, the Company shall control the disposition of such salvage.

When **Property Insured** is recovered the Named Insured may keep the:

- recovered property and return the loss payment to the Company; or
- loss payment and the Company will keep the recovered property.

When any recovered **Property Insured** which the Named Insured chooses to keep is in need of repair the Company will pay for the repairs subject to the:

- Applicable Limit of Insurance shown in the Schedule; and
- Policy basis of settlement conditions.

If any recovered **Property Insured** has a salvage value or if there is any money recovered through subrogation such recoveries shall be applied net of the expense of such recovery in the following order:

- first to the Named Insured for any uninsured **Damage** from an insufficient Limit of Insurance or Limit of Liability of Policy 1;
- second to the Company for any amounts paid in settlement of the Named Insured's claims under Policy 1; and
- third to the Named Insured for any deductible amount that the Named Insured paid or penalties the Named Insured paid as a result of coinsurance.

The Company shall determine the amount of **Damage** on the basis that it would have been settled had the amount of the recovery been known at the time the **Damage** was originally determined.

If there are expenses:

- in recovering any **Damaged Property Insured**; or
- as a result of subrogation;

the Company shall share the expense with the Named Insured and any company, which provided excess insurance in proportion to their respective shares. If there is no recovery and proceedings are conducted solely by the Company, the Company shall bear the expenses of the proceedings.

Subrogation

The Company shall have rights of subrogation to all the Named Insured's rights of recovery against any person or organisation before or after any payment under this insurance. The Named Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Named Insured shall do nothing after loss to prejudice such rights.

If the Company makes any recovery as a result of such action, the Named Insured may only recover from the Company any amount by which the amount recovered by the Company exceeded the amount paid to the Named Insured by the Company in relation to the loss.

Strata Manager Acts

The Named Insured's rights under Policy 1 will not be reduced or eliminated due solely to any failure, error, act or omission of the **Strata Manager** while acting on behalf of the Named Insured.

Cancellation of Policy

1. This Policy may be cancelled at any time at the request of the Named Insured, in which case the Company will retain the customary short-period rate for the time this Policy has been in force.
2. The Company may cancel this Policy by giving the Named Insured written notice to that effect where:
 - 2.1 the Named Insured or any person who was at any time the insured failed to comply with the duty of utmost good faith;
 - 2.2 the person or entity who was the Named Insured at the time when this Policy was entered into failed to comply with the duty of disclosure;
 - 2.3 the person or entity who was the Named Insured at the time when this Policy was entered into made a misrepresentation to the Company during the negotiations for this Policy but before it was entered into;

- 2.4 the Named Insured or any person who was at any time the Named Insured failed to comply with a provision of this Policy, including a provision with respect to the payment of the Premium;
- 2.5 the Named Insured has made a fraudulent claim under this Policy or any other Policy of insurance (whether with the Company or some other insurer) that provided insurance cover during any part of the period during which this Policy provides insurance cover;
- 2.6 the Named Insured failed to notify the Company of any specific act or omission where such notification is required under the terms of this Policy; or
- 2.7 the Named Insured acted in contravention of or omitted to act in compliance with any condition of this Policy which empowers the Company to refuse to pay, or reduce its/their liability in respect of, a claim in the event of such contravention or omission.

Governing Law and Jurisdiction

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia. If the Named Insured or anybody else sues the Company as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against the Company must be brought in and determined exclusively in an Australian court of competent jurisdiction.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

Policy 2: General Liability

Insurance Contract

Please read the entire Policy carefully. The terms and conditions of this insurance include the various sections of this insurance: Coverages; Investigation, Defence And Settlements; **Territorial Limits**; Who Is An Insured; Limits Of Insurance; Exclusions; and Conditions, as well as the Schedule and any Endorsements made a part of this insurance.

Throughout this insurance the words “You” and “Your” refer to the Named **Insured** shown in the Schedule and other persons or organisations qualifying as a Named **Insured** under this insurance. The words “We,” “Us” and “Our” refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organisations may qualify as **Insureds**. Those persons or organisations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance.

Words and phrases that appear in “**Bold**” print have special meanings and are defined in the Policies 2-6 Definitions section of this insurance.

Coverages

Bodily Injury and Property Damage Liability

1. Subject to all of the terms and conditions of this insurance, We will pay damages that the **Insured** becomes legally obligated to pay by reason of liability:

- 1.1 imposed by law; or
- 1.2 assumed under an Insured Contract;

for **Bodily Injury** or **Property Damage** that happens:

- 1.3 within the **Territorial Limits**; and
- 1.4 in connection with Your Business as described in the Schedule;

caused by an **Occurrence** to which this coverage applies.

2. This coverage applies only to such **Bodily Injury** or **Property Damage** that happens during the Policy Period.

Other than as provided under the Investigation, Defence And Settlements section of this insurance, We have no other obligation or liability to pay sums or perform acts or services under this coverage.

The most We will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when the applicable Limits Of Insurance have been used up.

Personal Injury Liability

1. Subject to all of the terms and conditions of this insurance, We will pay damages that the **Insured** becomes legally obligated to pay by reason of liability:
 - 1.1 imposed by law; or
 - 1.2 assumed under an **Insured Contract**;

for **Personal Injury** caused by an act, provided that such act happens:

- within the **Territorial Limits**; and
- in connection with your Business as described in the

Schedule; to which this coverage applies.

2. This coverage applies only to such **Personal Injury** caused by an act first happening during the Policy Period.

Other than as provided under the Investigation, Defence And Settlements section of this insurance, We have no other obligation or liability to pay sums or perform acts or services under this coverage.

The most We will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when the applicable Limits Of Insurance have been used up.

Investigation, Defence and Settlements

Subject to all of the terms and conditions of this insurance, We have the right, but no obligation, to defend the **Insured**. We may exercise such right at Our sole discretion.

If We are defending the **Insured** against a claim or part of a claim, to which this insurance applies, then We will pay **Claim Defence Expenses** in connection with such claim or part of such claim to defend the **Insured**.

If the **Insured** is defending against a claim or part of a claim, to which this insurance applies, then We will reimburse you for **Claim Defence Expenses** in connection with such claim or part of such claim that the **Insured** pays in such defence.

We may, at Our discretion, investigate any **Loss events** and make any settlement, regardless of whether any claim has been made.

We may, at Our discretion, pay at any time:

- any amount for which any claim can be settled; or
- the applicable Limit Of Insurance (after deduction of any amounts already paid);

and then We shall be under no further obligation or liability in respect of any claims.

The most We will pay (including reimbursements) hereunder is fixed as set forth in the Limits Of Insurance section of this insurance.

Our obligations hereunder end when We have used up the applicable Limits Of Insurance.

Who Is An Insured

Each of the following qualify as an **Insured** under this insurance.

Named Insured

Any **Body Corporate** shown in the Schedule qualifies as a Named **Insured**.

Members, Officers, employees

Members, **Officers**, employees, work experience persons and voluntary workers of yours are **Insureds**, but only while acting within the scope of their duties in such capacity.

Limitations on Who Is An Insured

1. No person or organisation is an **Insured** with respect to the conduct of any person or organisation that is not shown as a Named **Insured** in the Schedule.

2. No person or organisation is an **Insured** with respect to the:

2.1 ownership, maintenance or use of any assets; or

2.2 conduct of any person or organisation whose assets, business or organisation;

you acquire, either directly or indirectly, for any damages, loss, cost or expense arising out of any injury, damage or act that happens, in whole or in part, before such acquisition is executed, including any continuation or resumption of any such injury, damage or act at any time.

3. No person or organisation is an **Insured** with respect to the:

3.1 ownership, maintenance or use of any assets you acquire;

3.2 conduct of any person or organisation whose assets, business or organisation you acquire; or

3.3 conduct of any organisation you form;

during the Policy Period, either directly or indirectly, for any damages, loss, cost or expense arising out of any injury, damage or act happening, in whole or in part (including any continuation or resumption thereof at any time), later than:

- 90 days after such acquisition or formation is executed; or
- the end of the Policy Period;

whichever comes first, unless:

- you give Us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
- We agree to issue an endorsement to extend coverage for an additional period (up to the end of the Policy Period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by Us; and
- you accept such terms and conditions.

4. No:

4.1 proprietor, lot owner or unit holder; or

4.2 other person or organisation;

is an **Insured** with respect to their private ownership, interest in or entitlement to any lot, unit or strata title in Your Building as described in the Schedule.

Limits Of Insurance

The Limits Of Insurance shown in the Schedule and the rules below fix the most We will pay, regardless of the number of:

- **Insureds**;
- claims or **Loss events**; or
- persons or organisations making claims.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Schedule, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Deductible

Amounts that are:

- within the Deductible; and
- described as reducing the Limits Of Insurance;

will reduce the applicable aggregate limit available for any other payment.

The Limits Of Insurance will not be increased or reinstated by any Deductible or any amount that you must reimburse to Us in connection with any Deductible.

Each Occurrence Limit

The Each **Occurrence** Limit is the most We will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance for **Bodily Injury** and **Property Damage** arising out of any one **Occurrence** or series of **Occurrences**. All related **Occurrences** and all series of continuous, repeated or related **Occurrences** shall be deemed one **Occurrence**.

Any such sums We pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each **Occurrence** Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.

Each Act (Personal Injury) Limit

The Each Act (**Personal Injury**) Limit is the most We will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance for **Personal Injury** arising out of any one act or series of acts. All related acts and all series of continuous, repeated or related acts shall be deemed one act.

Any such sums We pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Act (**Personal Injury**) Limit, then the remaining amount of such aggregate limit is the most that will be available for any other payment.

Pollution Aggregate Limit

Subject to the Each **Occurrence** Limit and all other limits, the Pollution Aggregate Limit is the most We will pay for the sum of amounts described as reducing the Limits Of Insurance in the provision titled Payments That Reduce The Limits Of Insurance in connection with **Pollutants**.

Any such sum We pay will reduce the amount of the aggregate limit available for any other payment. The remaining amount of such aggregate limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance

- Any damages We pay will reduce the Limits Of Insurance.
- Payments We make under the Investigation, Defence And Settlements section of this insurance for **Claim Defence Expenses** will not reduce the Limits Of Insurance.

Exclusions

The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this insurance.

Aircraft or Watercraft

This insurance does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance, use (use includes operation and **Loading or Unloading**) or entrustment to others of any:

- **Aircraft**; or
- **Watercraft**;

by or on behalf of any **Insured**.

With respect to **Bodily Injury** or **Property Damage** only, this exclusion does not apply to a **Watercraft**:

- while ashore on premises owned by or rented to you;
- under 8 metres in length; or
- operated by an independent contractor.

Aircraft Products

This insurance does not apply to any damages, loss, cost or expense arising out of any **Aircraft** product or any missile or spacecraft, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any **Aircraft**, missile or spacecraft, or furnished or used in connection therewith;
- air or space communication, guidance or navigation system;
- ground control, handling or support equipment or tools furnished or used in connection therewith;
- equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
- blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- engineering or other advice, instruction, labour or service relating to any of the foregoing.

Antitrust, Restraint Of Trade, Including Competition and Consumer Act

This insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged:

1. anti-competition, interference with economic relations (including interference with contractual relations or with prospective advantage), monopolization, predatory unfair business or trade practice, or other similar practices.
2. violation of any judicial, regulatory or statutory law:
 - 2.1 relating to any practice described in paragraph 1. above; or
 - 2.2 designed, in whole or in part, to:
 - ensure or maintain competition within a marketplace; or
 - prevent or prohibit any practice that adversely affects a marketplace.
3. violation of any judicial, regulatory or statutory law designed, in whole or in part, to ensure or maintain marketplace integrity against practices of persons or organizations who participate or conspire to participate in racketeering.
4. breach of the Competition and Consumer Act 2010 (Cth) (formerly the Trade Practices Act 1974) or similar legislation enacted by the Commonwealth of Australia or its States or Territories, provided that this exclusion will not apply to a claim resulting from unintentional breach of the Competition and Consumer Act 2010 (Cth) or equivalent provisions contained in similar legislation enacted by the Commonwealth of Australia or its States or Territories.

Asbestos

1. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Asbestos**.
2. This insurance does not apply to any damages, loss, cost or expense arising out of any:
 - 2.1 demand, order, request or regulatory or statutory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Asbestos**; or
 - 2.2 claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Asbestos**.

Contract Works Activities

This insurance does not apply to any damages, loss, cost or expense arising out of **Contract Works Activities** undertaken by you or on your behalf where the total cost of such works exceeds \$500,000 or 10% of the Limit of Insurance in Policy 1 Section 1 of this Package whichever is the lesser.

Contracts

This insurance does not apply to any damages, loss, cost or expense for which the **Insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages to which this insurance applies:

- that such **Insured** would have in the absence of such contract or agreement; or
- assumed in an **Insured Contract**.

Damage to Owned Property

This insurance does not apply to any damages, loss, cost or expense arising out of **Property Damage** to any property owned by the **Insured**.

Damage to Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to any damages, loss, cost or expense arising out of **Property Damage** to any property in the **Insured's** physical custody or under the **Insured's** legal control.

This exclusion does not apply to **Property Damage** to:

- premises that are rented or leased to you; or
- **Vehicles** (not used by any **Insured** or on any **Insured's** behalf) that happens in your car park, unless arising out of any part of any **Insured's** business of ownership or operation of a car park for reward.

Employer's Liability, Statutory Obligations To Employees Or Employment-Related Practices

1. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained by any employee of the **Insured** arising out of and in the course of:
 - 1.1 employment by the **Insured**; or
 - 1.2 performing duties related to the conduct of the **Insureds'** Business.
2. This insurance does not apply to any damages, loss, cost or expense arising out of any obligation for which any **Insured** may be held liable under any Workers Compensation Act enacted by the Commonwealth of Australia or its States or Territories, or any act, law, ordinance, regulation, industrial award or agreement or determination, similar to any of the foregoing anywhere in the world.
3. This insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any person, whether or not sustained in the course of employment by any **Insured**, arising out of any employment-related act, omission, Policy, practice or representation directed at such person, happening in whole or in part at any time.

Paragraph 1. above does not apply to the liability for damages to which this insurance applies for:

- **Bodily Injury** assumed by the **Insured** in an **Insured Contract**; or
- **Bodily Injury** or **Personal Injury** to a person in the service of the **Insured** in Western Australia where the **Insured** is deemed the employer of such person by reason only of Section 175 of the *Workers' Compensation and Injury Management Act 1981 (WA)*.

Exemplary or Punitive Damages, Or Penalties

This insurance does not apply to any:

- exemplary or punitive damages;
- fine or other penalty; or
- multiple portion of any multiplied damages award.

Expected or Intended Injury Or Damage

This insurance does not apply to any damages, loss, cost or expense arising out of any **Occurrence**, act or failure to act:

- intended by the **Insured**; or
- that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause injury or damage, even if the actual injury or damage is of a different degree or type than intended or expected.

This exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or tangible property.

Information Distribution Laws

This insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- the Spam Act 2003 (Cth) or similar legislation enacted by the Commonwealth of Australia or its States or Territories; or
- any other statute, law, ordinance or regulation enacted anywhere in the world relating to communicating, distribution, publication, sending or transmitting of content, information or material.

Intellectual Property Laws or Rights

This insurance does not apply to any actual or alleged damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organisation (including any **Insured**) of any **Intellectual Property Law or Right**, regardless of whether this insurance would otherwise apply to all or part of such actual or alleged damages, loss, cost or expense in the absence of any such actual or alleged assertion, infringement or violation.

Management Committee Liability Policy Coverage

This insurance does not apply to any damages, loss, cost or expense arising out of a **Loss event** for which insurance coverage is accepted by Us under Policy 5 Management Committee Liability which forms part of Our Body Corporate Elite Package currently or previously issued by Us in respect of Your Building as described in the Schedule.

Nuclear Energy

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Personal Injury - Various

This insurance does not apply to any damages, loss, cost or expense for **Personal Injury** arising out of any:

1. breach of contract.
2. act happening, in whole or in part, before the beginning of the Policy Period, including any continuation or resumption of any such act at any time.
3. electronic, oral, written or other publication of content or material by or with the consent of the **Insured**:
 - 3.1 with knowledge of its falsity; or
 - 3.2 if a reasonable person in the circumstances of such **Insured** should have known such content or material to be false.
4. continuation or resumption of any act after:
 - 4.1 such act is **Deemed Known** to have happened or to have begun.
 - 4.2 the later of the end of the Policy Period of:
 - this insurance; or
 - a subsequent, continuous renewal or replacement of this insurance:
 - that is issued to you by Us or by an affiliate of ours; and
 - which would otherwise apply to **Personal Injury**.

Pollution

1. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, migration, release or escape of **Pollutants**.
2. This insurance does not apply to any damages, loss, cost or expense arising out of any:
 - 2.1 demand, order, request or regulatory or statutory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
 - 2.2 claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

Paragraphs 1. and 2. above do not apply to the liability for damages for **Bodily Injury** or **Property Damage** if caused by a discharge, dispersal, release or escape that is sudden and accidental and which happens in its entirety at a specific place and time.

Notwithstanding the above, this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, migration, release or escape of **Pollutants**:

- happening in the United States of America or Canada, or their territories or possessions; or
- in respect of which an action for damages is brought in the courts of the United States of America or Canada, or their territories or possessions.

Private Lot, Unit or Strata Title Interests

This insurance does not apply to any damages, loss, cost or expense arising out of any privately held lot, unit or strata title owned by a party other than the **Body Corporate**.

Professional Services

This insurance does not apply to any damages, loss, cost or expense arising out of:

- the rendering of or failure to render any professional advice, service or instruction or any error or omission connected therewith; or
- any advice, design, formula or specification given for a fee;

regardless of whether or not:

- a claim is made by any client or other person or organisation; or
- any of the foregoing is ordinary to any **Insured's** profession.

This exclusion does not apply to first aid rendered to others as a result of **Bodily Injury** to which this insurance applies.

Product Liability

This insurance does not apply to any damages, loss, cost or expense arising out of any good or product manufactured, constructed, erected, installed, repaired, serviced, treated, sold or supplied by you or on your behalf.

Terrorism

This insurance does not apply to any damages, loss, cost or expense arising out of **Terrorism** or any action in controlling, preventing, suppressing or in any way relating to **Terrorism**.

If We allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

Vehicles

This insurance does not apply to any damages, loss, cost or expense arising out of the ownership, possession, maintenance or use of any **Vehicle** in respect of which there is required by law to be in force a Policy of compulsory liability insurance or contribution to a statutory fund for that purpose.

1. This exclusion does not apply to **Bodily Injury** that is not covered by compulsory liability insurance or any statutory fund unless by reason of any:
 - 1.1 breach of legislation relating to Vehicles;
 - 1.2 failure to effect compulsory liability insurance or contribute to any statutory fund; or
 - 1.3 financial inadequacy of a provider of compulsory liability insurance or any statutory fund.
2. In the absence of any such insurance or fund, this exclusion will not apply to **Bodily Injury** or **Property Damage**:
 - 2.1 that happens beyond the limits of a carriageway or thoroughfare;
 - 2.2 caused by the **Loading or Unloading** of a **Vehicle**;
 - 2.3 resulting from the use of a **Vehicle** (not owned, hired, leased or supplied by any **Insured** and not required to be insured by any **Insured** by virtue of any legislation governing its use); or
 - 2.4 resulting from the use of a **Vehicle** as a tool of trade on a site where you are undertaking work or at your premises.

However, this insurance does not apply to **Property Damage** to any **Vehicle** described in subparagraphs 2.2, 2.3. or 2.4. above.

Deductible

Deductible Payment and Reimbursement (Each Loss Event Basis)

- If We pay or incur amounts for damages or **Claim Defence Expenses**, then it is a provision of this insurance that you must reimburse Us within sixty (60) days of Our request for these amounts up to the amount of the applicable Deductible as shown in the Schedule.
- The applicable Deductible amount for each Coverage is shown in the Schedule. Each Deductible shown in the Schedule applies separately from and in addition to any other Deductible shown in the Schedule. The applicable Deductible amount applies separately to each **Loss event**.
- Deductibles apply separately to each consecutive annual period and to any remaining extension periods of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Schedule.
- The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance or this endorsement is:
 - issued for a period of less than twelve (12) months; or
 - terminated before the end of the Policy Period, for any reason.

Deductible Conditions

- Regardless of the application of any Deductible, We may, at Our discretion, initiate, discontinue or control any appeal of a judgment, if We consider such judgment or appeal may result in payment under this insurance.
- The requirements of this insurance for you to notify Us of **Loss events** and claims continue to apply regardless of the application of any Deductible.
- Regardless of the application of any Deductible, We have the right, but no obligation, to defend the **Insured**. We may exercise such right at Our sole discretion.

Special Conditions

Audit of Books And Records

We may audit any **Insured's** books and records as they relate to this insurance at any time during the term of this insurance and up to 3 years afterwards.

Cancellation

The first Named **Insured** may cancel this insurance or any of its individual coverages at any time by sending Us a written request or by returning the Policy and stating when thereafter cancellation is to take effect.

If the first Named **Insured** cancels the Policy We will refund 75% of the unearned premium. The unearned premium will be computed on a pro rata basis.

We may cancel this Policy within thirty (30) days after receipt by you at the address of the first Named **Insured** shown in the Schedule of a written notice of cancellation from Us, under the grounds specified in Sections 60 and 61 of the Insurance Contracts Act 1984 (Cth)) and in accordance with Section 59 or, if a later time is specified in such notice, at such later time.

If We cancel this insurance, then We will refund the full amount of unearned premium. The unearned premium will be computed on a pro rata basis.

Changes

This insurance can only be changed by a written endorsement that becomes part of this insurance. The endorsement must be signed by one of Our authorised employees.

Changes in Exposure Through Asset Acquisition

If you acquire assets from another person or organisation that exceed A\$2,000,000 or 5% of the **Group Assets**, whichever is the lesser, then you must report such acquisition to Us within sixty (60) days after it is executed and provide such information that We may ask for and pay any additional premium We may require.

Compliance By Insureds

We have no duty to provide coverage under this insurance unless you and any other **Insured** have fully complied with all of the terms and conditions of this insurance.

Our rights to apply this condition in the Commonwealth of Australia shall be subject to Section 54 of the Insurance Contracts Act 1984 (Cth).

Compliance with Applicable Trade Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance.

Conformance

In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

Currency

All premiums, limits, deductibles, retentions, loss and other amounts under this insurance are deemed to be expressed and payable in Australian dollars. If judgment is rendered, settlement is denominated or another element of loss is expressed in currency other than Australian dollars, then the payment under this insurance shall be made in Australian dollars at the standard rate of exchange published by the Reserve Bank of Australia on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

If the Reserve Bank of Australia does not publish the applicable standard rate of exchange, then We will use the standard rate of exchange published on the Oanda web site (<http://www.oanda.com>) on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

Duties In The Event of An Act, Claim, Occurrence, Or Other Loss Situation

1. You must ensure that We are notified as soon as practicable, but in no event later than thirty (30) days after you receive notice of any **Loss event** that may involve Us. Notice must include:
 - 1.1 how, when and where the **Loss event** happened;
 - 1.2 the names and addresses of any injured persons and organisations and any witnesses;
 - 1.3 the nature and location of any injury or damage in connection with the facts; and
 - 1.4 any other information We may require.
2. If a claim is made against any **Insured**, you must:
 - 2.1 immediately record the specifics of the claim and the date received;
 - 2.2 notify Us as soon as practicable; and
 - 2.3 ensure We receive written notice of the claim as soon as practicable.
3. You and any other involved **Insured** must:
 - 3.1 immediately send Us copies of any demands, notices, summonses or other legal papers received in connection with a claim;
 - 3.2 authorise Us to obtain records and other information if requested;
 - 3.3 cooperate with Us in the:
 - investigation and settlement of a claim; and
 - defence against a claim;
4. No **Insured** may settle any claim, incur any **Claim Defence Expenses** (other than for first aid), assume any contractual obligation or admit any liability with respect to any claim without Our written consent. We will not be liable for any settlement, **Claim Defence Expenses**, assumed obligation or admission to which We have not consented.
5. Notice to Us under this insurance shall be given in writing addressed to:
 - 5.1 Notice of Claim
 - Claim Manager at the address of the Company shown in the Schedule.

5.2 Other Notices

- Underwriting Manager at the address of the Company shown in the Schedule.

6. If **Loss events** involve any other insurers who may provide insurance coverage, you must ensure that such other insurers are notified as soon as practicable. Further you must cooperate with such other insurers and Us in the:

6.1 investigation and settlement of a claim; and

6.2 defence against a claim.

First Named Insured

The **Body Corporate** first named in the Schedule is primarily responsible for payment of all premiums and other amounts payable to Us under this insurance. The first Named **Insured** will act on behalf of all other **Insureds** for the giving and receiving of notices and the receiving of any return premiums that become payable under this insurance.

Goods and Services Tax (GST)

If an **Insured** is entitled to an input tax credit for the premium, that **Insured** must inform Us of the extent of that entitlement at or before the time a claim is made under this insurance. We will not be liable for amounts based upon, arising from or in consequence of any **Insured's** misstatement or failure to inform Us of the extent of its entitlement to an input tax credit.

The amount of any deductible or retention payable will be less any input tax credit that is or may be available to the **Insured**.

Inspections and Surveys

We have the right but are not obligated to:

- make inspections and surveys of property, business methods or procedures at any time;
- give the **Insured** reports on the conditions of what We inspect or survey; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. We also do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to Us, but also to any rating, advisory, rate service or similar organisations which make insurance inspections, surveys, reports or recommendations that are used by Us to determine insurability and the premiums to be charged.

Legal Jurisdiction

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia. If any person or organisation sues Us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against Us must be brought in and determined exclusively in an Australian court of competent jurisdiction.

Premium and Other Amounts Payable

Each Named **Insured** is jointly and severally liable for any and all amounts payable to Us under this insurance, any other insurance issued by Us, or an affiliate of ours.

Representations

It is a provision of this insurance that in accepting it, the **Insureds** agree that the representations and statements contained in any **Application**:

- are accurate and complete;
- were made to induce Our reliance upon them;
- were made on behalf of all **Insureds**;
- are material to Our decision to provide coverage; and
- are considered as incorporated in and constituting part of this insurance.

Separation of Insureds

Except with respect to the Limits Of Insurance, Cancellation Condition and any rights or duties specifically assigned in this insurance to the first Named **Insured**, this insurance applies:

- as if each Named **Insured** were the only Named **Insured**; and
- separately to each **Insured** against whom a claim is made.

Strata Manager Agreement

We will not reduce the amount of damages or **Claim Defence expenses** payable for **Bodily injury** or **Property Damage** under this insurance by reason only of the provisions of a written agreement or contract entered into by you with a **Strata Manager** which limit their liability to you arising out of the provision or non provision of their services to you, where the contract or agreement is made prior to the injury or damage or the **Occurrence** giving rise to such injury or damage.

Titles of Paragraphs

The titles of the various paragraphs of this insurance and endorsements, if any, attached to this insurance are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer of Rights and Duties

The **Insured's** rights and duties under this insurance may not be transferred without Our written consent.

Transfer of Rights of Recovery Against Others

The **Insured's** rights to recover all or part of any payment made under this insurance are transferred to Us. The **Insured** must do nothing after loss to impair them. At Our request, the **Insured** will transfer those rights to Us and help Us enforce them.

Special Definitions

The following definitions apply to words used in Policy 2 General Liability:

Aircraft

means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space and includes hovercraft.

Application

means any information or representation submitted to Us by the **Insured** or by any person or organisation on behalf of any **Insured** in applying for this insurance or prior insurance that this insurance replaces.

Bodily Injury

means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including death, humiliation, mental anguish, mental injury and shock. All such humiliation, mental anguish, mental injury and shock not consequent upon physical injury, sickness or disease shall be deemed to occur at the time of the **Occurrence** that caused it.

Claim Defence Expenses

1. means necessary and reasonable:
 - 1.1 costs, charges, fees (including legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the partners, directors, **Officers** or employees of the **Insured**) incurred by Us or with Our consent in defending against and investigating claims, including the premium for appeal, attachment or similar bonds;
 - 1.2 expenses incurred by the **Insured** with Our consent to assist in the investigation of and defence against such claims, including actual loss of earnings up to \$25.00 per hour per employee (but not to exceed \$250.00 per day for all employees);
 - 1.3 expenses incurred by you for first aid rendered to others as a result of **Bodily Injury**;
 - 1.4 costs and expenses incurred by Us or with Our consent in connection with any investigation of a **Loss event** that We undertake, at Our discretion, regardless of whether any claim has been made; and
 - 1.5 other expenses incurred by Us or with Our consent, that We allocate to a specific claim or **Loss event**.
2. does not include any expense that would have been incurred by any **Insured** in the absence of any **Loss event** including legal, loss-adjusting or other retainer fees or overhead costs or expenses.

Contract Works Activities

1. means:
 - 1.1 refurbishment, renovation, alteration or addition works; or
 - 1.2 construction, erection or demolition works;

in relation to any buildings including associated mechanical and engineering activities;

2. installation, testing, commissioning or maintenance of any equipment or computer networks;
3. pipelaying, cable laying, tunneling, piling, blasting, demolition;
4. manhole construction, reinstatement of trench works, diversion;
5. maintenance of existing underground pipeline and cable systems and other underground work; or
6. overhead erection, installation and construction of telecommunication transmission lines or cables.

Deemed Known

means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you, if you are an individual who is a sole proprietor; or
- any of your directors, **Officers** or partners (whether or not any of the foregoing is an employee). **Officer** will be deemed to include an **Officer's** designee.

Such act, injury, damage, claim or facts, as applicable, will be **Deemed Known** at the earliest time when any such person described above:

- reports all, or any part, of the act, injury, damage, claim or facts to Us or any other insurer;
- receives a claim for damages in connection with the act, injury, damage, **Occurrence** or facts; or
- becomes aware or should have been aware:
 1. that the injury or damage has happened or has begun;
 2. that the act has happened or has begun; or
 3. of any actual, alleged or threatened act, injury, damage or claim in connection with the facts.

Group Assets

means the total gross assets of the Named **Insured** as measured at the commencement of the Policy Period.

Insured Contract

means a written contract or agreement entered into by you in the usual course of your Business in which you assume the tort liability of another to pay damages because of injury or damage to which this insurance applies, to a third person or organisation, where the contract or agreement is made prior to the injury or damage or the act giving rise to such injury or damage.

Intellectual Property Law or Right

means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary nonpersonal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Loading or Unloading

means:

- the handling of **Property**:
- after it is moved from the place where it is accepted for movement into or onto an **Aircraft, Vehicle or Watercraft**;
- while it is in or on an **Aircraft, Vehicle or Watercraft**; or
- while it is being moved from an **Aircraft, Vehicle or Watercraft** to the place where it is finally delivered.
- does not include the movement of **Property** by means of a mechanical device, other than a hand truck, that is not attached to the **Aircraft, Vehicle or Watercraft**.

Loss event

means an **Occurrence** or act under the applicable coverage.

Personal Injury

means injury, including humiliation, mental anguish, mental injury and shock, caused by an act of:

- false arrest, false detention or other false imprisonment;
- malicious prosecution;
- wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner.

Property Damage

means:

- physical injury to tangible property, including resulting loss of use of such property.
- loss of use of tangible property that is not physically injured, provided such loss of use is caused by physical injury to other tangible property.

All such loss of use shall be deemed to happen at the time of the physical injury that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Vehicle

means any type of machine (including any trailer, machinery or apparatus attached thereto) that travels on wheels or self-laid tracks and is propelled by other than manual or animal power.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel on or through water.

Policy 3: Crime Insurance

Cover

Under this Policy of this Package, the Company will indemnify the Named Insured for direct financial loss sustained and discovered by the Named Insured during the Policy Period, resulting from **Crime** committed by an **Employee, Office Bearer or Strata Manager** acting alone or in collusion with others.

Limit Of Liability

Any losses covered under this Policy of this Package resulting from a single act or any number of acts in which the same **Employee, Office Bearer or Strata Manager** is concerned or implicated, whether such act or acts occurred before or during the Policy Period, are to be treated as a single loss for the purposes of this Policy. In the case of a number of acts, loss shall be deemed to have been discovered on the date of the first discovery of any of such acts. In respect of each loss, the liability of the Company to make payments under this Policy shall be limited to the Limit of Liability stated in the Schedule.

Exclusions

Cover under this Policy 3 of the Policy does not apply to:

1. loss of trade secrets, confidential processing methods or other confidential information of any kind;
2. **Crime** committed by an **Employee, Office Bearer or Strata Manager** controlling at any time more than 25% of the buildings strata entitlement;
3. interest, gains, profits, or other income on **Money, Securities or Property** taken;
4. indirect or consequential loss of any kind;
5. loss caused by an **Employee, Office Bearer or Strata Manager**, acting alone or in collusion with others, which is sustained after the Named Insured acquires knowledge of:
 - 5.1 **Crime**, fraud or dishonesty by such **Employee, Office Bearer or Strata Manager** during the term of employment with a Named Insured; or
 - 5.2 fraud or dishonesty involving **Money, Securities** or other **Property** valued at \$5,000 or more committed by such **Employee, Office Bearer or Strata Manager** prior to employment or engagement by the Named Insured;

except if such knowledge is only acquired by a person who is acting in collusion with such **Employee, Office Bearer or Strata Manager**;

6. loss of or damage to **Property** except as otherwise specifically covered by this Policy 3;
7. loss arising from extortion;
8. loss caused by any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character;
9. loss resulting directly or indirectly from trading or other dealings in **Money, Securities, or Property**, provided however this exclusion shall not apply to loss resulting solely and directly from **Crime** by an **Employee, Office Bearer or Strata Manager** which results in improper personal financial gain for that **Employee, Office Bearer or Strata Manager** other than salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other **Employee** emoluments;
10. loss or that part of any loss the proof of which involves in any manner:
 - 10.1 a profit and loss computation or comparison; or

10.2 a comparison of inventory records with an actual physical count;

provided, however, that where the Named Insured establishes wholly apart from such comparison that it has sustained a loss covered under this Policy, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed;

11. any expenses incurred by the Named Insured in establishing the existence or the amount of any loss covered under this Policy 3;
12. loss sustained by any **Employee Benefit Plan**.

Special Conditions

Loss: Notice and Proof of Loss

In the event of a loss under this Policy, the Named Insured shall give written notice to the Company after discovery at the earliest practicable moment, and in any event within 90 days. The Named Insured shall furnish a proof of loss with full particulars to the Company, in accordance with the Claims Conditions.

The Named Insured may offer a comparison between its inventory records and actual physical count of its inventory to prove the amount of loss, but only where the Named Insured establishes wholly apart from such comparison that a covered loss has been sustained.

Only the Named Insured can:

- give notice of loss and furnish proof of loss under this Policy 3; or
- make a claim for, adjust, receive or enforce payment of any loss.

The Company is only responsible for making payment to the Named Insured for loss under this Policy 3. If the Company agrees to make payment to any person or organisation other than the Named Insured, such payment shall be deemed to have been made to the Named Insured.

Non-Accumulation of Liability

Regardless of the number of years this Policy remains in effect and the total premium amounts due or paid, the amount the Company shall pay for a loss under this Policy 3 shall not be cumulative from year to year or from Policy Period to Policy Period.

When there is more than one Named Insured, the aggregate liability of the Company for losses sustained by one or all of them shall not exceed the amount for which the Company would be liable if all losses were sustained by any one of them.

Valuation

For the purposes of establishing the amounts payable by the Company under this Policy 3, the following shall apply for valuation purposes:

- for **Securities**, the least of:
 - the closing price of **Securities** on the business day immediately preceding the day on which a loss is discovered;
 - the cost of replacing **Securities**; or
 - the cost to post a Lost Instrument Bond; such cost shall be paid by the Company on behalf of the Named Insured;
- for paper, microfilm, tapes, disks, computers and other material or means for storing information, the cost of such material or means as if blank and not the value of whatever is recorded therein;
- for **Property**, the least of:
 - the price paid by the Named Insured for the **Property**; or
 - the cash value of the **Property** at the time the loss was discovered;

- for foreign currency, the Australian Dollar value of the foreign currency based on the rate of exchange published in The Financial Review on the day loss involving the foreign currency is discovered or if not issued on that day the next day of publication.

Interests

The coverage under this Policy 3 is for the benefit only of the Named Insured named in the Schedule and the Company shall not be liable hereunder for loss sustained by anyone else.

Special Definitions

The following definitions apply to words used in Policy 3 Crime Insurance:

Crime

means the criminal taking of **Money**, **Securities** or **Property** to the deprivation of the Named Insured.

Securities

means negotiable and non-negotiable instruments or contracts representing either **Money** or other **Property** and shall include commodities, futures, and options.

Policy 4: Machinery Breakdown

If shown as operative in the Schedule the Company will provide Machinery Breakdown insurance for **Machinery and Plant** nominated in the Schedule as provided under Policy 1 Section 5.

The following is added to Policy 1 Section 5, Extensions to Cover:

Loss of Rent and Temporary Accommodation

Loss of Rent or **Temporary Accommodation**, but only if **Your Apartment** becomes uninhabitable as a result of the **Breakdown**.

The Company will only pay for **Loss of Rent** or **Temporary Accommodation** during the time reasonably necessary due to the **Breakdown**, but not exceeding twenty-four (24) months, and the most the Company will pay is 15% of the Limit of Insurance in Section 1 of this Policy.

Loss under this extension to cover will be calculated in accordance with the Basis of Settlement in Policy 1 Section 2.

The following endorsements are applied to Policy 1 Section 5, Exclusions:

- Exclusion 7 (concerning **Damage** to **Machinery and Plant** with total rated power over 5 kilowatts) is removed.
- Exclusion 8 (concerning **Damage** to boilers, cooling towers, air conditioning chiller sets, diesel generators or lift motor equipment) is removed.
- Exclusion 10 is added “**Damage** to boilers, cooling towers, air conditioning chiller sets, diesel generators, elevator motor equipment, inclinators or lift motor equipment where a formal scheduled and preventative maintenance, inspection and testing contract is not in place.”

All other terms, conditions and exclusions apply.

Policy 5: Management Committee Liability

This is a Claims Made Policy. Except as otherwise provided, this Policy covers only **Claims** first made against the **Insured** during the **Policy Period**. Please read the Policy carefully.

Cover

The Company shall pay on behalf of an **Insured** all **Loss** on account of any **Claim** first made against such **Insured**:

- during the **Policy Period**; or
- no later than sixty (60) days after the effective date of the expiration or termination of this Policy, if it is not renewed by the Company;

for :

- a **Wrongful Act**,
- **Employment Practices**, or
- **Publishers Liability**,

committed, attempted, or allegedly committed or attempted, by such **Insured** before or during the **Policy Period**.

Spousal Liability Coverage

If a **Claim** against an **Insured Person** includes a claim against the lawful spouse of such **Insured Person** solely by reason of such spouse's status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**, all loss which such spouse becomes legally obligated to pay on account of such claim shall be treated for purposes of this Policy as a **Loss** which such **Insured Person** becomes legally obligated to pay on account of the **Claim** made against such **Insured Person**. All limitations, conditions, provisions and other terms of coverage (including the Deductible Amount) applicable to such **Insured Person's Loss** shall also be applicable to such spousal loss. However, coverage shall not apply to the extent any **Claim** alleges any act or omission by such **Insured Person's** spouse.

Exclusions

The Company shall not be liable for **Loss** on account of any **Claim** based upon, arising from, or in consequence of:

- 1.1 any circumstance or other facts:
 - a) reported, in whole or in part at any time, to Us or to any other insurer under any insurance that is preceding or prior to this policy;
 - b) known by the **Insured** or that should have been known from the standpoint of a reasonable person in the circumstances of the **Insured** before the beginning of the **Policy Period** that might give rise to a **Claim** or result in any payment under this policy; or
 - c) noted on any application or declaration for this policy or on any previous application or declaration; including any continuation or resumption at any time of any such circumstances or other facts.
- 1.2 any demand, suit or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to the Pending or Prior Date set forth in the Schedule, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;
- 1.3 any deliberately fraudulent act or omission or any wilful violation or breach of any statute or regulation by such **Insured**, if a judgment or other final adjudication adverse to such **Insured** establishes such a deliberately fraudulent act or omission or wilful violation;
- 1.4 **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not:
 - legally entitled; or

- entitled to under the articles or by-laws of the **Body Corporate**;
- 1.5 1.5.1 the actual, alleged or threatened discharge release, escape or disposal of **Pollutant** into or on real or personal property, water or the atmosphere; or
- 1.5.2 any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so; including but not limited to any **Claim** for the financial loss to any Named Insured, or its **Management Committee**, members or creditors based upon, arising from, or in consequence of the matters described in (3.5.1) or (3.5.2) of this exclusion.

However, this exclusion shall not apply to any **Claim** for wrongful dismissal, discharge or termination of employment of any **Insured Person** in retaliation for such **Insured Person's** actual or threatened disclosure of the matters described in (1.5.1) or (1.5.2) of this exclusion;

- 1.6 1.6.1 the actual alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Asbestos**; or
- 1.6.2 any:
- demand, order, request or regulatory or statutory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Asbestos**; or
 - claim or proceeding by or on behalf of any regulatory, statutory or governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Asbestos**;
- 1.7 any written, oral, express or implied contract or agreement; provided, however, that this exclusion shall not apply to (1) **Employment Practices**, or (2) that part of **Loss** which constitutes **Defence Costs**;
- 1.8 mental or emotional distress, bodily injury, sickness, disease, or death of any person, loss of use of tangible property whether or not it is damaged or destroyed, or damage to or destruction of any tangible property.

This exclusion does not apply to **Loss** resulting from the failure or omission of an **Insured** to obtain, effect or maintain insurance cover required under the applicable strata or unit titles legislation on behalf of the **Body Corporate** except where:

- such failure or omission relates to obtaining, effecting or maintaining adequate Policy limits; or
 - **Claims** against an **Insured** are based upon, arise from, or are in consequence of **Asbestos** or **Pollutants**.
- 1.9 **Loss** which the **Insured** shall become legally liable to pay in the conduct of their duties arising from loss of or damage to documents whilst in the custody of the **Insured** or any person to whom the **Insured** has entrusted them or anywhere in transit in respect of all damage which the **Insured** is legally liable to pay resulting from such loss or damage,

Provided that:

- the **Claim** for **Loss** is supported by bills and accounts which shall be subject to approval by a competent person to be nominated by the Company with the **Insured's** consent,
- the Company will not be liable for **Claims** arising from wear and tear, gradual deterioration, moth and vermin,
- documents do not include currency or negotiable instruments;

The Company shall not be liable for **Loss** on account of any **Claim**:

- 2.1 for any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, profit sharing, health and welfare or other **Employee Benefit Plan** or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of a Named Insured.

- 2.2 for liability of others assumed by any **Insured** under any written, oral, express or implied contract or agreement except to the extent that an **Insured** would have been liable in the absence of the contract or agreement;
- 2.3 brought or maintained by or on behalf of any **Insured** except:
- a **Claim** brought by a current or former owner member of a **Body Corporate** for **Loss** based upon or arising from a **Wrongful Act** of the **Management Committee** or in connection with or in consequence of a decision, resolution or determination thereof,
 - **Claim** for **Employment Practices**, or
 - a **Claim** brought or maintained by an **Insured** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this Policy.
- 2.4 for breach of duties, obligations or responsibilities under any law, regulation, by-law, determination made under or pursuant to an act of a State or the Commonwealth, ordinance of a Territory or **Industrial Instrument** howsoever promulgated regulating **Employee Entitlements**;
- for any sum of money:
 - in respect of a notice period;
 - pursuant to an express written contract of employment; or
 - pursuant to an express written obligation to make payments in the event of the termination of employment.
- 2.5 made against an **Insured** in a location or jurisdiction outside the **Territorial Limits**.
3. The Company shall not be liable for **Loss** under this Policy 5 for which insurance coverage is accepted by the Company under Policy 8 - Appeal and Expenses which forms part of this Body Corporate Elite Package currently or previously issued by the Company in respect of Your Building described in the Schedule.

Severability of Exclusions

With respect to the Exclusions in Sections 3 and 4 of this Policy, (1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** to determine if coverage is available; and (2) only facts pertaining to and knowledge possessed by any past, present, or future Chairperson, Secretary or Treasurer of any Named Insured shall be imputed to any Named Insured to determine if coverage is available.

Limit of Liability and Deductible

The Company's maximum liability for each **Loss** under this Policy on account of all **Claims** first made during the same **Policy Period** shall be the Limit of Liability shown in the Schedule for the Management Committee Liability Policy for each **Loss**.

The Company's maximum liability for all **Loss** under this Policy on account of all **Claims** first made during the same **Policy Period** shall be the Limit of Liability shown in the Schedule for the Management Committee Liability Policy for each **Policy Period**.

All **Related Claims** shall be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with the Reporting and Notice general condition of this Policy regardless of whether such date is before or during the **Policy Period** or within sixty (60) days after the effective date of the expiration or termination of this Policy if this Policy is not renewed by the Company.

The Company's liability under this Policy shall apply only to that part of each **Loss** which is excess of the applicable Deductible shown in the Schedule for the Management Committee Liability Policy and such Deductible shall be borne by the **Insureds** uninsured and at their own risk.

If more than one Deductible applies to a single **Loss** then the largest applicable Deductible will apply.

Defence and Settlement

The Company shall have the right to elect to defend any **Claim** covered by this Policy. Should any such election be made the Company shall cease to defend any **Claim** upon exhaustion of the Company's applicable Limit of Liability set forth in the Schedule.

Defence Costs are part of and not in addition to the applicable Limit of Liability set forth in the Schedule, and the payment by the Company of **Defence Costs** reduces such applicable Limit of Liability.

All **Insureds** agree to provide the Company with all information, assistance and cooperation which the Company reasonably requests and agree that they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

No **Insured** shall settle any **Claim**, incur any **Defence Costs**, assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

The Company may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If such **Insured** withholds consent to such settlement, the Company's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Company could have settled such **Claim** plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by the Company to such **Insured**.

If the Company elects to defend a **Claim**, or to advance **Defence Costs** on a **Claim** defended by one or more **Insured**, then any advancement of **Defence Costs** shall be repaid to the Company by the **Insured**, or **Insureds** severally according to their respective interests, if and to the extent it is determined that such **Defence Costs**, are not insured under this Policy.

Representations and Severability

In granting coverage to the **Insureds**, the Company has relied upon the declarations and statements in the written applications for this Policy and the written applications submitted to any other insurer.

Such declarations and statements are the basis of coverage and shall be considered as incorporated in and constituting a part of this Policy.

Such written applications for coverage shall be construed as separate applications for coverage by each **Insured**. With respect to the declarations and statements contained in such written applications for coverage, no statement in the applications or knowledge possessed by any **Insured** shall be imputed to any other Insured for the purpose of determining if coverage is available

Estates and Legal Representatives

Subject to the limitations, conditions, provisions and other terms of this policy, coverage shall extend to **Claims** for **Wrongful Acts** of **Insureds** where such **Claims** are made against the estates, heirs, legal representatives or assigns of **Insured Persons** who are deceased, or against the legal representatives or assigns of **Insured Persons** who are incompetent, insolvent or bankrupt.

Strata Manager Agreement

The Company will not reduce the amount of **Loss** payable on account of any **Claim** under this Policy by reason only of the provisions of a written agreement or contract entered into by the Named Insured with a **Strata Manager** which limit their liability to the Named Insured arising out of the provision or non provision of their services to the Named Insured, where the contract or agreement is made prior to the **Wrongful Act** giving rise to such **Claim**.

Special Definitions

The following definitions apply to words used in Policy 5 Management Committee Liability:

Claim

means:

1. a written demand for monetary damages;
2. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading;
3. a criminal proceeding commenced by a summons or charge; or
4. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom.

Defence Cost

means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the trustees, committee members, volunteers, directors, **Officers** or employees of a Named Insured) incurred in defending any **Claim** and the premium for appeal, attachment, or similar bonds.

Employee Entitlements

means employee benefit arrangements of any kind (whether during or post employment) including:

- provision for unemployment, redundancy, retirement, sickness, disability, maternity leave, paternal leave, adoption leave, annual leave, long service leave, compassionate leave or personal leave;
- entitlements under an **Industrial Instrument** including wages, overtime, time in lieu, allowances and penalties;
- accident, life, medical, disability or other welfare plans, including insurance of any kind;
- superannuation contributions, benefits and entitlements;
- stock options or ownership or profit sharing or deferred compensation plans;

Employment Practices

means a **Wrongful Act** constituting wrongful dismissal, discharge or termination of employment, denial of natural justice relating to wrongful termination, breach of any oral or written employment contract or quasi-employment contract, employment related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation, employment related wrongful infliction of emotional distress.

Industrial Instrument

means any award, agreement, arrangement or other instrument which is certified or registered by an industrial tribunal in Australia, including without limitation the Australian Industrial Relations Commissions of the States or Territories of Australia, or similar industrial tribunals constituted under any federal, state, territory, local or common law.

Loss

in Policy 5 means the total amount covered under this Policy which any **Insured** becomes legally obligated to pay on account of any **Claim** made against any **Insured** for **Wrongful Acts** for which coverage applies, including, but not limited to, damages, judgments, settlements, costs and **Defence Costs**. **Loss** does not include (1) any amount not indemnified by a Named Insured for which any **Insured Person** is absolved from payment by reason of any covenant, agreement or court order, (2) any amount incurred by any Named Insured (including its board of directors or any committee of the board of directors) in connection with the investigation or evaluation of a **Claim** or potential **Claim** by or on behalf of any Named Insured, (3) fines or penalties or aggravated or exemplary damages imposed by law or the multiple portion of any multiplied

damage awarded outside Australia, (4) the future salary or benefits of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement order or other resolution, or (5) matters uninsurable under the law pursuant to which this Policy is construed.

Management Committee

means any executive committee, council or committee of management, exercising statutory and/or management powers on behalf of the **Body Corporate** that is a Named Insured.

Publishers Liability

means a **Wrongful Act** constituting infringement of copyright or trademark, unauthorised use of title, plagiarism or misappropriation of ideas.

Related Claims

means all **Claims** based upon, arising from, or in consequence of the same or related **Wrongful Acts**, facts or circumstances or the same or related series of **Wrongful Acts**, facts or circumstances.

Wrongful Act

means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted, by:

- a Named Insured; or
- an **Insured Person**, individually or otherwise, in their capacity as an **Officer** or committee member or director of a Named Insured;

before or during the **Policy Period**.

Policy 6: Voluntary Workers Insurance

Throughout this Policy, the words “You” and “Your” refer to the Named Insured shown in the Schedule. The words “We”, “Us” and “Our” refer to the Company providing this insurance.

All cover is subject to You paying or agreeing to pay the premium, and is subject to the terms, Conditions and Exclusions of the Policy.

Operation of Cover

If during the Policy Period an **Insured Person** suffers from an event or loss described in Coverage Sections 1 and 2 of the Policy We will pay the corresponding Benefit Amounts set out in the relevant Table of Events.

General Exclusions

(Applicable to all coverage sections)

We will not be liable for any claim or loss under this Policy caused by or arising out of:

1. An **Insured Person** travelling in any unlicensed aircraft; or flying or engaging in any other aerial activity as part of the aircraft’s crew;
2. An **Insured Person** participating in or training for any professional sport, or racing in or on any motor powered conveyance;
3. Suicide, attempted suicide, any deliberately self- inflicted injury or any illegal or criminal act committed by an **Insured Person**;
4. Declared or undeclared War, **Civil War**, or **invasion**;
5. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel and/or any self-sustaining process of nuclear fission;

6. **Sickness or Disease;**
7. pregnancy, childbirth or miscarriage;
8. Any sexually transmitted disease;
9. Any pre-existing condition prior to the Policy being purchased or any condition that has been aggravated during the Policy Period and/or degenerative condition unless the pre-existing condition has been accepted by Us, and the extra premium is paid by You;
10. An **Insured Person** being under the influence of intoxicating liquor or whilst having taken a drug unless proven that the drug was taken in accordance with the direction and prescription of a **Physician**, this exclusion will only apply if the **Insured Person** is charged in connection with being under the influence or deemed to be over the limit by an attending police officer or **Physician**;
11. Any injury(s) occurring outside of the **Territorial Limits**.

Age Limits – Capital Benefit Amount

The Capital Benefit Amount available under the Policy for any **Insured Person** is as follows:

- Where the **Insured Person** is at the date of the claim under Sixty-Five (65) years of age \$200,000.
- Where the **Insured Person** at the date of the claim is over Sixty-Five (65) years of age but under Seventy-Five (75) years of age \$100,000.

The Policy does not cover any **Insured Person** unless he or she at the date of the claim is under Seventy-Five (75) years of age.

General Conditions

(Applicable to all Coverage Sections)

Other Insurance

You must inform Us of any other insurance which may also provide an indemnity to You or the **Insured Person** for any claim under this Policy.

To the extent that any loss insured under this Policy is insured under any other Policy, then to the extent to which it is permitted by law, coverage is only provided under this Policy for such loss excess of the coverage provided under such other Policy.

Compliance with Policy Provisions

Failure by You or the **Insured Person** to comply with any of the provisions contained in this Policy may invalidate all claims hereunder.

Entire Contract Alteration

The Policy shall not be modified except by written amendment or endorsement attached hereto and signed by Our Authorised Representative.

Examination of Books and Records

We may examine Your books and records relating to the insurance under this Policy at any time during the Policy Period and up to three (3) years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under the Policy.

Jurisdiction

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.

Legal Action

No legal action shall be brought to recover under this Policy until sixty (60) days after We receive written Proof of Loss. No such action shall be brought after two (2) years from date of loss.

Aggregate Limits of Liability and Deductible

This Policy is subject to the Aggregate Limits of Liability and Deductible amounts stated in the Schedule and the Table of Events Insured.

Subrogation

If We make any payment under this Policy, then to the extent of that payment, We may exercise any rights of recovery held by You or the **Insured Person**. You and the **Insured Person** must not do anything which reduces any such rights and must provide reasonable assistance to Us in pursuing any such rights.

Cancellation

You may cancel this Policy at any time by giving Us written notice.

If You cancel Your Policy within ninety (90) days of the inception of cover under this Policy, We will charge You a minimum of \$250 plus taxes or the amount stated in the Schedule if less than \$250 or pro-rata premium plus 50% plus taxes, whichever is the greater. If the Policy is cancelled after 90 days of inception We will not refund any premium.

We may cancel the Policy at any time in accordance with any applicable law and the premium paid shall be adjusted on the basis of Us retaining pro-rata premium.

Currency

All amounts shown are in Australian dollars. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred or loss is sustained.

Claims Conditions

(Applicable to all coverage sections)

Notice of Claim

1. Any occurrence or loss which may give rise to a claim under this Policy should be reported to Us in writing within thirty (30) days after the occurrence or loss.

Failure to furnish notice within the time provided in the Policy shall not invalidate any claim if it can be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as reasonably possible.

Proof of Loss

2. Written Proof of Loss must be given to Us as soon as possible and, in any event, within thirty (30) days after receipt of Notice of Claim, together with original copies of all relevant documentation.

You or the **Insured Person** shall, at Your or his expense, provide Us with such certificates, information and evidence as We may from time to time require, in a form prescribed by Us.

Physical Examination and Autopsy

3. Provided that We give reasonable notice, We shall be allowed to have any **Insured Person** medically examined or, in the event of an **Insured Person's** death, a post mortem examination carried out at Our expense.

Claims Investigation

4. In the event of a claim, We may make any investigation We deem necessary, and both You or the **Insured Person** shall cooperate fully with such investigation. Your failure to do so may result in denial of the claim or cancellation of the Policy.

Payment of Claim

5. Indemnity for **Accidental** death of the **Insured Person** will be paid to You or as You direct. Unless otherwise specified, all other indemnities shall be payable to the **Insured Person**.

Fraudulent Claims

6. If any claim under this Policy is fraudulent in any respect, or if any fraudulent means or devices are used by You, the **Insured Person**, or anyone acting on Your or the **Insured Person's** behalf to obtain benefits under this Policy, We will be under no liability in respect of such claim.

Exposure and Disappearance

1. We will also pay You the Benefit Amount stated in the Table of Events if as the result of such an **Accidental Bodily Injury** the **Insured Person** is exposed to the elements and as the result of that exposure within twelve (12) months suffers an event set out in the Table of Events.
2. If the body of an **Insured Person** is not found within twelve (12) months after an **Accident** involving the conveyance in which he was travelling, death will be presumed in the absence of any evidence to the contrary. The Death Benefit Amount set out in the Table of Events shall become payable, subject to a signed undertaking by the beneficiary that if the **Insured Person** is subsequently found alive, such Death Benefit Amount shall be refunded to Us.

Special Provisions

1. A Benefit Amount will not be payable for more than one of the Events 1 to 16 in respect of the same **Accidental Bodily Injury**.
2. Any Benefit Amount payable for Events 1 to 16 shall be reduced by any Benefit Amount already paid for under Events 17 and/or 18 or 19 or 20 in respect of the same Accidental Bodily Injury.
3. After the occurrence of any of the Events 2 to 7(a), all cover with respect to that Insured Person under this Policy 6 shall cease.
4. No Benefit Amount shall be payable:
 - 4.1 for Events 17 and/or 18 or 19 or 20, in excess of 52 weeks in respect of any one **Accidental Bodily Injury**.
 - 4.2 at all unless the **Insured Person** shall as soon as possible after the happening of an **Accidental Bodily Injury** giving rise to a claim under this Policy 6, procure and follow proper medical advice from a **Physician**.
5. If as a result of an **Accidental Bodily Injury** the **Insured Person** is entitled to receive disability **Income** benefits under any Workers' Compensation Act or Transport Accident Act or any legislation having a similar effect, the Benefit Amount payable for Events 17 and/or 18 or 19 or 20 will be reduced by the amount necessary to limit the total of all such disability **Income** benefits and Benefit Amount under this Policy 6 to the **Insured Person's Income**.
6. The Benefit Amount payable to **Insured Persons** under 18 years of age for Event 1 (Death) will be 10% of the Capital Benefit Amount stated in the Table of Events.
7. Aggregate Limit of Liability:
 - 7.1 Except as provided in (7.2), Our total liability for all claims in respect of any one **Accident** or series of **Accidents** arising out of any one occurrence, shall not exceed the amount stated in the Schedule.
 - 7.2 Our total liability for all claims directly arising out of air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed 20% of the Aggregate Limit of Liability stated in the Schedule.
8. All Benefit Amounts are payable to You or to such person or persons as You nominate.
9. If, as a result of **Accidental Bodily Injury** the Benefit Amount is payable under Section 2 of this Policy, and if while this Policy is in force an **Insured Person** suffers a recurrence of Temporary Total

or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of **Temporary Total** or **Temporary Partial Disablement** shall be deemed a continuation of the prior period of disablement unless between such periods of disablement the **Insured Person** has performed occupational duties on a full time basis for at least six continuous months, in which event such **Temporary Total** or **Temporary Partial Disablement** shall be deemed the result of a new **Accidental Bodily Injury** and be subject to a new Deductible and Aggregate Benefit Period.

10. The amount of any Benefits payable for **Temporary Total Disablement** or **Temporary Partial Disablement** will be reduced by the Deductible amounts shown in the Schedule or by the amount of sick pay entitlement whichever is the greater so that the total amount of any such benefit or entitlement and Benefits Amounts payable under this Policy shall not exceed the Weekly Benefit Amount stated in the Table of Events.
11. Weekly benefits for Coverage Section 2 shall be payable monthly in arrears. **Temporary Total** or **Temporary Partial Disablement** for a period of less than a week shall be paid for at the rate of one-seventh (1/7th) of the weekly benefit for each day during which disability continues.

Special Definitions

The following definitions apply to words used in Policy 6 Voluntary Workers Insurance:

Accident or Accidental

means a sudden, unforeseen and unexpected event, happening by chance.

Accidental Bodily Injury

means any injury to the body of an **Insured Person** caused by an **Accident** which occurs during the Policy Period but does not include any condition which is also a **Sickness or Disease** or any degenerative condition provided that the injury results in any of the events specified in the Table of Events within twelve (12) months from the date of such injury.

Domestic Help Expenses

means the actual costs of hiring domestic help including childcare, outdoor household activities by a person other than a **Relative** of the **Insured Person**.

Fingers or Toes

whether in the singular or plural, means the digits of a hand or foot.

Home Tutorial Expenses

means the actual cost of **Home Tutorial Expenses** by a qualified teacher other than a **Relative** of the **Insured Person**.

Income

means for the purposes of Policy 6 the average weekly gross income net of business expenses, earned by an **Insured Person** through personal exertion during the twelve (12) months immediately preceding the **Accidental Bodily Injury** or **Sickness or Disease**, but does not include bonuses, commission, overtime payments and any allowances. Where an **Insured Person** has elected to salary sacrifice his Income, weekly gross income shall be deemed to mean the total cost of employment inclusive of items salary sacrificed.

Limb

whether in the singular or plural, means an arm at or above the wrist or a leg at or above the ankle.

Physician

means a person who is recognised by the laws of the jurisdiction in which treatment is received as qualified to treat the **Sickness or Disease** or **Accidental Bodily Injury**, and who is not a **Relative** of the **Insured Person**.

Sickness or Disease

means any illness, affliction, condition, disorder, syndrome, infirmity or complaint contracted by an **Insured Person**, including any **Communicable Disease** as defined at paragraph 4.4 of the Exclusions Applicable to Policy 1.

Temporary Partial Disablement

means the inability of an **Insured Person** to engage in a substantial part of his usual occupation or employment.

Temporary Total Disablement

means the inability of an **Insured Person** to engage in his usual occupation or employment.

Total Disablement

means disablement which entirely prevents the **Insured Person** from engaging in his usual occupation or employment, or any other occupation or employment for which he is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of his life.

Table of Events

Coverage Section 1 - Capital Benefits

| The Events Accidental Bodily Injury resulting in: | | The Capital Benefit Amount is \$200,000 per each Insured Person who at the date of claim is under 65 years of age and \$100,000 for each Insured Person who at the date of claim is under 75 years of age. The Benefit Amount is calculated by multiplying the applicable percentage by the applicable Capital Benefit Amount. |
|--|---|---|
| 1. | Death | 100% |
| 2. | Permanent Paraplegia | 100% |
| 3. | Permanent Quadriplegia | 100% |
| 4. | Permanent and incurable paralysis of all Limbs | 100% |
| 5. | Permanent Total loss of sight of one or both eyes | 100% |
| 6. | Permanent Total loss of use of one or more Limbs | 100% |
| 7. | Permanent Total loss of the lens of | 100% |
| | 7.1 both eyes | 100% |
| | 7.2 one eye | 50% |
| 8. | Permanent Total loss of hearing of | |
| | 8.1 both ears | 75% |
| | 8.2 one ear | 15% |
| 9. | Third degree burns and/or resultant disfigurement which cover more than 40% of the entire external body | 50% |
| 10. | Permanent Total loss of use of four Fingers and thumb of either hand | 70% |
| 11. | Permanent Total loss of use of four Fingers of either hand | 40% |
| 12. | Permanent Total loss of use of the thumb of either hand | |
| | 12.1 both joints | 30% |
| | 12.2 one joint | 15% |

| | | |
|--|--|---|
| The Events Accidental Bodily Injury resulting in: | | The Capital Benefit Amount is \$200,000 per each Insured Person who at the date of claim is under 65 years of age and \$100,000 for each Insured Person who at the date of claim is under 75 years of age. The Benefit Amount is calculated by multiplying the applicable percentage by the applicable Capital Benefit Amount. |
| 13. | Permanent Total loss of use of Fingers of either hand | |
| | 13.1 three joints | 10% |
| | 13.2 two joints | 7% |
| | 13.3 one joint | 5% |
| 14. | Permanent Total loss of use of Toes of either foot | |
| | 14.1 all - one foot | 15% |
| | 14.2 great - both joints | 5% |
| | 14.3 great - one joint | 3% |
| | 14.4 other than great - each toe | 7% |
| 15. | Shortening of leg by at least 5cm | 7% |
| 16. | Permanent Partial Disablement not otherwise provided for under Events 6 to 15. | Such percentage of the Capital Benefit Amount as We at Our absolute discretion determine being in Our opinion not inconsistent with the Benefit Amount provided under Events 8 to 15. The maximum Sum Insured under Event 16 is \$100,000. |

Coverage Section 2 – Weekly Injury Benefit

| | | |
|---|---|---|
| The Events | | |
| Accidental Bodily Injury resulting in: | | |
| 17. | Temporary Total Disablement and the Insured Person is an Income earner. | \$2,000 per week or the Insured Person's Income , whichever is the lesser |
| 18. | Temporary Partial Disablement and the Insured Person is an Income earner. | If the Insured Person returns to work in a reduced capacity, The Benefit Amount payable shall be the difference between the compensation payable for the Event 17 per week and the weekly Income earned from personal exertion per week; or If the Insured Person does not return to work, The Benefit Amount payable shall be 25% of the compensation payable for Event 17 per week. |
| 19. | Temporary Total Disablement and the Insured Person is not an Income earner. | The Actual cost Incurred for Domestic Help Expenses or \$500 per week, whichever is the lesser. |
| 20. | Temporary Total Disablement and the Insured Person is a Full Time Student. | The Actual Cost Incurred for Home Tutorial Expenses or \$250 per week, whichever is the lesser. |

Policy 7: Professional Expenses

This is a Claims Made Policy. Except as otherwise provided, this Policy covers only **Professional Expenses** on account of an **Audit** first notified to the Named Insured or **Professional** during the Policy Period. Please read the Policy carefully.

Cover

The Company shall pay on behalf of a Named Insured those **Professional Expenses** incurred on account of an **Audit** that is first notified by the organisation responsible for the **Audit** to the Named Insured or **Professional**:

1. verbally during the Policy Period; or
2. in writing:
 - a) during the Policy Period; or
 - b) no later than sixty (60) days after the effective date of the expiration or termination of this Policy, if it has not been renewed by the Company.

Limit Of Liability

The Company's maximum liability for **Professional Expenses** for the Policy Period shall be \$30,000 or the Limit of Insurance shown in the Schedule, whichever is the greater. This maximum applies regardless of the number of **Audits**:

1. notified to the Named Insured; or
2. conducted with respect to the Named Insured.

Exclusions

The Company shall not be liable for **Professional Expenses**:

1. in connection with any **Audit** if written notice of such **Audit** has been given under any Policy of which this Policy is a renewal or replacement and if such prior Policy affords coverage (or would afford such coverage except for the exhaustion of a relevant limit of liability) for such **Professional Expenses**, in whole or in part, as a result of such notice;
2. on account of any **Audit** which an Named Insured or **Professional** had:
 - a) notice was proposed or pending;
 - b) knowledge or information that it may occur; or
 - c) information indicative to a reasonable person that it was likely to occur;
 - d) prior to the Pending or Prior Date set forth in the Schedule (or, if no date shown in the Schedule, prior to the Policy Period commencing);
3. for an **Audit** involving financial returns or activities more than eighteen months prior to the Pending or Prior Date set forth in the Schedule (or, if no date shown in the Schedule, prior to the Policy Period commencing);
4. in connection with an **Audit** concerning non compliance by the Named Insured of relevant legislation in circumstances where a return or document was not prepared, checked or lodged by a **Professional**.
5. that comprise part of an existing retainer, fixed fee or similar arrangement;
6. on account of any **Audit** that are in respect of work or tasks that would have been required to be done in the absence of such **Audit**;
7. in connection with any **Audit** which is solely to determine whether the Named Insured will be the subject of a fine, penalty or prosecution due to alleged acts or omissions on its behalf;

8. for any **Audit** where, prior to the **Audit**, a return or document that was required to be lodged was not duly lodged as and when required;
9. that are not for tasks or activities directly arising out of an **Audit**;
10. incurred without the prior written consent of the Company.

The Company shall not be liable for:

11.
 - a) any fines, penalties or interest;
 - b) any tax, levy, fee, duty or any other governmental impost or charge;
 - c) further **Professional Expenses** (up to the Professional Expenses Limit) if a return or document required to be lodged during an Audit is not duly lodged as and when required.

Special Definitions

The following definitions apply to words used in Policy 7 Professional Expenses:

Audit

means an audit or official:

- review;
- examination; or
- investigation;

by an Australian Federal, State or Territory government body (including the Australian Taxation Office) concerning returns lodged for taxation, levies or duty payable by the Named Insured or lodged by the Named Insured pursuant to superannuation or workers' compensation legislation.

It is deemed to start when the Named Insured or **Professional** initially receives written notice of it and to finish when the Named Insured or **Professional** receives formal notice indicating it has concluded (including any assessment, amended assessment or advice as to finding or outcome).

Professional

means accountant or solicitor or other such professional retained by the Named Insured.

Professional Expenses

means the reasonable and necessary fees and disbursements incurred, with the prior written consent of the Company, by

- an accountant who is a member of a recognised Australian accounting body; or
- any other professional, expert or consultant specifically agreed by the Company.

Policy 8: Appeal Expenses

This is a Claims Made Policy. Except as otherwise provided, this Policy covers only **Appeal Expenses** on account of an **Appeal Matter** first notified to the Named Insured during the Policy Period. Please read the Policy carefully.

Cover

The Company will pay **Appeal Expenses** incurred on behalf of the Named Insured in appealing against any:

1. imposition of an improvement or prohibition notice; or
2. determination;

in respect of a workplace or occupational health and safety law applying at the Insured Location where such notice or determination is first imposed or determined against the Named Insured during the Policy Period,

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and is also notified to the Company during the Policy Period or within 30 days after the expiry date of the Policy Period.

The Company will only pay **Appeal Expenses** if the imposition of an improvement or prohibition notice or determination arises from the Named Insured's failure to provide and maintain so far as is reasonably practicable:

- 1.1 a safe working environment or system of work;
- 1.2 plant and equipment in a safe condition; or
- 1.3 adequate facilities for the welfare of the Named Insured's employees;

at the Insured location.

This coverage does not extend to the Company paying any:

- fines, penalties, compensation or awards; or
- expenses to appeal against any of these if imposed.

Limit of Insurance

The Company's maximum liability for **Appeal Expenses** for the Policy Period shall be \$150,000 or the Limit of Insurance shown in the Schedule, whichever is the greater. This limit applies regardless:

1. of the number of **Appeal Matters** notified to the Company during the Policy Period;
2. whether any appeal is finalised during the Policy Period or not; and
3. the number of **Appeal Matters** in respect of which the Company makes full or partial payment under this Policy.

Special Conditions

The Company must be notified in writing of the Named Insured's intention to appeal. This advice must be provided to the Company at least seven days before the time for making an appeal expires, and the Company will only agree to the appeal if the Company considers that there are reasonable prospects of the appeal being successful.

Exclusions

The Company will not pay **Appeal Expenses** for an **Appeal Matter**:

1. unless an improvement or prohibition notice or determination is first made, first issued or first brought against the Named Insured during the Policy Period;
2. that the Named Insured was aware prior to the Policy Period commencing;
3. based upon, arising from or in consequence of any fact or circumstance that the Named Insured, or a reasonable person in the circumstances of the Named Insured, could be expected to know prior to the Policy Period commencing to be circumstances that may give rise to an **Appeal Matter**;
4. notified under any policy or coverage section of which this Policy 8 is a renewal or replacement;
5. incurred without the prior written consent of the Company.

Special Definitions

The following definitions apply to words used in Policy 8 Appeal Expenses:

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with the Company's prior written consent.

Appeal Matter

means the imposition of an improvement or prohibition notice or a determination in respect of a workplace or occupational health and safety law applying at the Insured Location.

General Conditions Policies 2, 3, 4 and 6

The following conditions apply to Policies 2, 3, 4 and 6 of this Package.

Company's Rights

The Company is entitled (but not obliged) to take over and conduct the investigation, defence or settlement of any claim at its discretion.

The Company, at its discretion, may at any time pay:

- the applicable Limit of Liability (after deduction of any sums already paid); or
- any amount for which any claim can be settled;

and may then relinquish any conduct or control of, and shall be under no further liability in respect of, any such other claims.

Insured's Duties in the Event of a Claim

- In the event of any circumstance that may result in a claim, immediately the circumstances become known to the Insured, the Insured shall give to the Company written notice containing:
 - particulars sufficient to identify the Insured;
 - all available information concerning the circumstance, including how, when and where the circumstance happened; and
 - the names and addresses of any injured party and of all available witnesses;

These obligations apply notwithstanding that such circumstances, or any potential loss:

- does not exceed the Deductible shown on the Schedule,
- is of inexact amount or details are unknown.
- The Insured shall immediately forward to the Company every pre-action letter, demand, notice, summons, claim form or other process received by the Insured or its representative which may give rise to a claim.
- The Insured shall co-operate with and provide all required assistance to the Company in all matters pertaining to any loss or claim and, at the Company's request, shall:
 - produce all pertinent records to the fullest extent legally permissible at such reasonable times and places as the Company shall designate;
 - assist in negotiating or concluding settlements
 - co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of injury or damage with respect to which insurance is afforded;
 - attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;
 - submit to examination under oath at the Company's request; and
 - act in accordance with the Company's reasonable instructions.

- The Insured shall not, except with the consent of the Company, voluntarily make any payment, assume any obligation or incur any expense.

In the event that the Insured fails to observe these obligations, the Company shall be entitled to decline to provide indemnity for all or any part of the claim (including costs and expenses).

Subrogation

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation, before or after any payment under this insurance. The Insured shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. For the purposes of this condition, the 'Insured' shall include all persons and organisations indemnified under this Policy.

General Conditions Policies 5 And 7

The following conditions apply to Policies 5 and 7 of this Package.

Reporting and Notice

If during the **Policy Period** an **Insured** becomes aware of circumstances which could give rise to:

- a **Claim**;
- an **Audit** to be conducted on the **Insured**;

and gives written notice of such circumstances to the Company, then any **Claim** or **Audit** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** in which the circumstances were first reported to the Company.

The **Insureds** shall give to the Company written notice of any **Claim** or **Audit** as soon as practicable and, in any event, no later than sixty (60) days after the effective date of the expiration or termination of Policy 5, 7 or 8 if the Policy is not renewed by the Company.

Relevant **Insureds** and any **Professional** shall give to the Company such information and co-operation as it may reasonably require, including but not limited to:

- a description of the **Claim**, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential loss, the names of actual or potential claimants, and the manner in which the **Insured** first became aware of the **Claim**, in the case of Policy 5;
- copies of relevant past returns, financial records, name and contact details of any **Professional** and the manner in which the **Insured** first became aware of the **Audit**, in the case of Policy 7;
- a description of the **Claim** in the case of Policy 8

Notice to the Company under Policy 5, 7 or 8 shall be given in writing addressed to:

Notice of Claim: Claims Department
Chubb Insurance Australia Limited
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000

All other notices to:
Chubb Insurance Australia Limited
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000

Such notices shall be effective on the date of receipt by the Company at such address.

Authorisation Clause

By acceptance of Policy 5 or 7, the first Named Insured specified in the Schedule agrees to act on behalf of each **Insured** with respect to the giving and receiving of notice of **Claim**, **Audit** or termination, the payment of premiums and the receiving of any return premiums that may become due under Policy 5 or 7, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in Policy 5 or 7, and each **Insured** agrees that the first Named Insured shall act on their behalf.

General Conditions Policies 5, 7 and 8

The following conditions apply to Policies 5, 7 and 8 of this Package.

Other Insurance

To the extent that any **Loss** arising from any **Claim** made against the **Insured**, or any **Professional Expenses** or any **Appeal Expenses**, is insured under:

1. those policies listed in the documents comprising the application for Policy 5, 7 or 8; or
2. any other Policy:

then to the extent to which it is permitted by the Insurance Contracts Act 1984, coverage is only provided under Policy 5, 7 or 8 subject to its limitations, conditions, provisions and terms for such **Loss** or **Professional Expenses** or **Appeal Expenses** excess of the coverage provided by any of the policies referred to in (1) or (2) above.

Subrogation

In the event of any payment under Policy 5, 7 or 8, the Company shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of such **Insured**.

Bankruptcy

Bankruptcy or insolvency of an **Insured** or of the estate of such **Insured** shall not relieve the Company of its obligations or deprive the Company of its rights under Policy 5, 7 or 8.

Alteration and Assignment

No change in, modification of, or assignment of interest under Policy 5, 7 or 8 shall be effective except when made by written endorsement to such Policy which is signed by an Authorised Employee of the Company.

Termination of Policy

No change in, modification of, or assignment of interest under Policy 5, 7 or 8 shall be effective except when made by written endorsement to such Policy which is signed by an Authorised Employee of the Company:

- thirty days after the receipt by the first Named Insured of a written notice of termination from the Company in accordance with the Insurance Contracts Act 1984, except in the case of termination for non payment of premium, in which case it will be fourteen days after receipt of a written prior notice or, if a later time is specified in such notice, at such later time;
- upon the receipt by the Company of written notice of termination from the first Named Insured;
- upon expiration of the **Policy Period** as set forth in the Schedule of such Policy; or
- at such other time as may be agreed upon by the company and the first Named Insured.

The Company shall refund the unearned premium computed at customary short rates if such Policy is terminated by the first Named Insured. Under any other circumstances the refund shall be computed pro rata.

Termination of Prior Policies

The inception of Policy 5, 7 or 8 shall terminate, if not already terminated, any policies specified in Termination of Prior Policies under Policy 5, 7 or 8 in the Schedule.

GST Basis of Settlement Clause

If any **Insured** is entitled to an input tax credit for the premium paid in consideration of the Company's issuance of Policy 5, 7 or 8, then such **Insured** shall inform the Company as to the nature and extent of its entitlement on or before the time a claim for insurance coverage is made under such Policy. The Company shall not be liable for:

- **Loss** on account of any **Claim**; or
- **Professional Expenses** on account of any **Audit**; or
- **Appeal Expenses** on account or any **Appeal Matter**.

based upon, arising from, or in consequence of any **Insured's** misstatement of, or failure to inform the Company of, the nature or extent of its entitlement to an input tax credit for the Policy premium.

The Deductible amounts as shown in the Schedule borne by the **Insured** under Policy 5, 7 or 8, if any, shall be net of any input tax credit that is or may be available in connection with the **Insured's** payment of **Loss**, **Professional Expenses** or **Appeal Expenses** falling within such Deductible amounts.

Titles of Clauses

The titles of the various clauses of Policies 5, 7 and 8 and endorsements, if any, attaching to such policies are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Choice of Law and Jurisdiction

The construction, interpretation and meaning of the provisions of Policy 5, 7 or 8 shall be determined in accordance with the law of Australia, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of Australia



About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance.

More information can be found at
www.chubb.com/au

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
F +61 2 9335 3411
www.chubb.com/au

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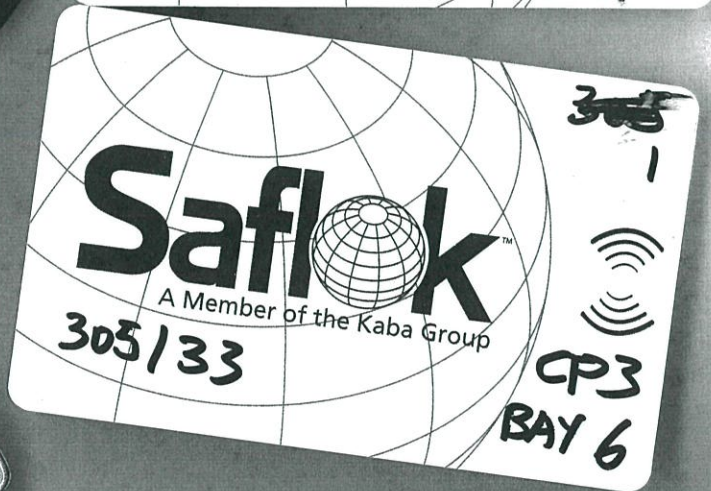
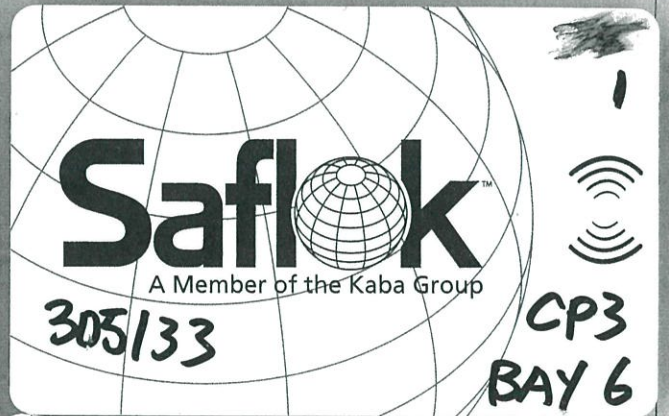
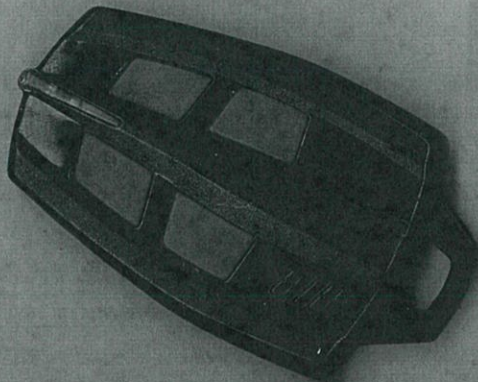
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ParkTrent
Properties Group™

PROPERTY: 305/33 Warwick St
Walkerville, SA 5081



COPY OF KEYS, REMOTES, PLUGS FOR THE ABOVE PROPERTY.

Tenant's signature: Naveen Patel Date: 22/06/2020

Tenant's signature: Date:

Tenant's signature: Date:

Agent's signature: R. Patel Date: 22/06/2020

Section 48 Notice

This notice is to be retained by the Tenant



Information to be provided by landlords to tenants

Section 48 of the Residential Tenancies Act 1995 requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity:

Parkrent Properties Group SA Pty Ltd

Company Representative: Ketan Patel

Street 1: Shop 3/ 290 Sportsmans Drive

Suburb: WEST LAKES State: SA Postcode: 5021

ABN (if applicable): RLA No: 289365

Telephone: W: 0499 011 178 M: 0415804808 F: N/A

Email: ketanp@parkrentsa.com.au

Address for service of documents if different to above:

2. LANDLORD: Full Names:

Mohammed Yunus and Naizeen Yunus

Address for service of documents as below.

Street 1: 195 Whitford Road

Suburb: Green Valley State: NSW Postcode: 2168

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb: State: Postcode:

3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb: State: Postcode:

ABN (if applicable):

INITIALS *KB* INITIAL

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity:
 Company Representative:
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable): RLA No:
 Telephone: W: F:
 M:
 Email:

The Agent consents to the above email address being used for the purposes of service under the Act.

2. LANDLORD: Full Name(s):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):

3. TENANT: Full Name(s):

 Email:

The Tenant consents to the above email address being used for the purposes of service under the Act.

4. PREMISES:

Street 1:
 Street 2:
 Suburb: State: Postcode:

5. TERM:

Fixed: Commencement Date: / / End Date: / /
 Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

6. RENT:

Amount: Words: \$
 Per (period):
 Payable in advance: Weekly Fortnightly Calendar monthly
 Payments: First Payment of on / / with the
 next payment of on / /
 and thereafter: on the of each
 Payment Direct Debit Bank Deposit Book Internet Transfer Rent Card
 Method: Bank Cheque Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

INITIALS

INITIAL

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule



7. BOND

Words: \$

8. OUTGOINGS: (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

| Service | Apportionment |
|---------------------------------|--|
| Community Corporation 28367 Inc | As per SA Water Invoice 1/355th Share of Total Usage |
| | |

9. INSURANCE: (Clause 3.1.13)

- Responsibility for insurance of the premises Landlord
- Responsibility for insurance of contents of the premises (for property other than that of the Landlord) Tenant

10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Pets Approved: (Clause 3.2.11)

- No
- Yes Details:

Repair Instructions:

- Always contact Agent
- Nominated repairers

Repairer:

Name:

Telephone:

Repairer:

Name:

Telephone:

INITIALS **KB** INITIAL
Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule



Additional Conditions:

N/A As detailed below See annexure

- Strata and Community Corporation Rules
- Apartment is FULLY FURNISHED - Please see Inventory List Attached

INITIALS **AB** INITIAL
Initials not required if using electronic signature

Residential Property Tenancy Agreement: Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

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Residential Property Tenancy Agreement: Terms and Conditions



- 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

5. LANDLORD'S RIGHTS AND OBLIGATIONS

- 5.1 Subject to the Act, the Landlord must:
- 5.1.1 provide the Property in a reasonable state of cleanliness;
 - 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
- 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.
- 5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

5.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or

5.4.2 the rent increase can be calculated by the following method (set out details):

At Current Market Rate

6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

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Residential Property Tenancy Agreement: Terms and Conditions



7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

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Residential Property Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

Dated this Day of 2020

The Tenant(s) acknowledge receipt of:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Section 48 Notice | <input checked="" type="checkbox"/> Keys (Number <input type="text" value="1"/>) |
| <input checked="" type="checkbox"/> A copy of this Agreement | <input type="checkbox"/> Remote control devices (Number <input type="text"/>) |
| <input checked="" type="checkbox"/> Information Brochure (<i>Residential Tenancies Act 1995</i>) | <input checked="" type="checkbox"/> Strata Articles |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies) | <input checked="" type="checkbox"/> Community Title By-laws |
| <input checked="" type="checkbox"/> Manufacturers' Manuals – refer Annexure | <input type="checkbox"/> Statutory Notice for Short Term Tenancy |
| <input checked="" type="checkbox"/> Additional fees and charges - refer Annexure | <input checked="" type="checkbox"/> Other <input type="text" value="2x Swipe Card"/> |
| <input checked="" type="checkbox"/> Additional Conditions Annexure | <input checked="" type="checkbox"/> Other <input type="text" value="CAR PARK REMOTE"/> |

SIGNED by the **TENANT(s)**:

SIGNED by the **TENANT(s)**:

Tenant: * 

Tenant: _____

Full Name (Print)

Full Name (Print)

Tenant: _____

Tenant: _____

Full Name (Print)

Full Name (Print)



SIGNED by or on behalf of **THE LANDLORD**



Agent as authorised Landlord

Full Name (Print)

Note:

- REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
- Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

Residential Property Tenancy Agreement: Annexure - Manufacturers' Manuals or Written Instructions



Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

| Facility | Model/Name (if applicable) | Tenant acknowledges receipt of manual or instructions |
|--|--|---|
| Built in Electric Oven | 'Fisher & Paykel' - Model No: OB60SL7 | <input checked="" type="checkbox"/> |
| Slideout Rangehood | 'Fisher & Paykel' - Model No: HS60CSRW2 | <input checked="" type="checkbox"/> |
| Electric Stove top | 'Fisher & Paykel' - Mod No: CE604CBX1 | <input checked="" type="checkbox"/> |
| In-Room Safe | Safe User Manual | <input checked="" type="checkbox"/> |
| Washing Machine & Dryer Combo | 'Electrolux' Model No: EWW12832 | <input checked="" type="checkbox"/> |
| Wall Unit Split System Air Conditioner | 'Mitsubishi' Model No: SG10A | <input checked="" type="checkbox"/> |
| Phone | 'Poly Comm' Model No: 2200-18350-025 | <input checked="" type="checkbox"/> |
| Microwave | 'Panasonic' Model No: NN-SD381S | <input checked="" type="checkbox"/> |
| Dishwasher | 'Fisher & Paykel' Dish Drawer Mod No: DD60SCX6 | <input checked="" type="checkbox"/> |
| Intercom | 'AIPHONE' - Model No: GT-1c | <input checked="" type="checkbox"/> |
| HD LED TV's x2 Tv's with Remotes | 'TLC' Model No: 40D2900F | <input checked="" type="checkbox"/> |
| | | <input type="checkbox"/> |
| | | <input type="checkbox"/> |
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ANNEXURE A - RESIDENTIAL PROPERTY TENANCY AGREEMENT

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*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

| ITEM | DESCRIPTION: |
|------|--|
| | <p>TELSTRA To Connect the phone call 132200</p> <p>ELECTRICITY The tenant agrees to arrange to transfer the electricity/telephone into his/her name prior to the commencement of the tenancy.</p> <p>GAS You are responsible for the supply and all costs associated with gas for the property. Gas is a utility such as electricity therefore all costs are incurred by you.</p> <p>WHEN YOU MOVE IN Be very particular with the Entry Condition Report and make sure you mark down anything not already reported by our office. If you do not mark it down you will be liable. You are required to return a signed copy of this report within FOURTEEN (14) days of moving in. If you fail to return the Entry Condition Report we will rely on our copy that was the originally given to you.</p> <p>THIS OFFICE WILL CARRY OUT PERIODIC INSPECTIONS The landlord/agent reserves the right to enter the premises on a quarterly basis for inspection purposes. We will give you 7 to 14 days written notice of forth coming inspections. PLEASE NOTE: Internal and external Photographs will be taken during the inspection process.</p> <p>INSURANCE Insurance for your personal belongings is your responsibility, and we recommend that you take out your own private contents/liability insurance for these items</p> <p>RENT PAYMENTS Our office only allows for rent payments via automated (cash free) system. When rent is paid via a direct system a receipt will not be issued. However, at any time a request can be made to our office for a copy of your payment ledger, which will be posted out to you directly within 48 hours of the request. You can make this request by emailing our office ketanp@parktrentsa.com.au. Should our office receive a dishonored payment by you, the tenant, you agree to pay the bank charges for same.</p> <p>IF YOUR RENT IS IN ARREARS You will be served with appropriate forms, letters and notices under the Residential Tenancy Act 1995. You will receive a reminder phone call or SMS out of courtesy. Should you persistently conduct your rental payments in arrears, you may be lodged with the Tenancy Information Centre of Australia www.tica.com.au as a default tenant. RENT MUST BE RECEIVED BY OUR OFFICE ON OR BEFORE YOUR PAID TO DATE AND MUST BE CLEAR FUNDS.</p> <p>REPAIRS & MAINTENANCE ITEMS ALL REPAIRS AND MAINTENANCE MUST BE IN WRITING please complete the Repair Request Form provided in your tenant welcome pack & return to our office by email: ketanp@parktrentsa.com.au This form can be downloaded from our website www.parktrent.com.au. Please be patient as we may need to contact your owner for approval prior to any works being attended to. Repairs will be done a lot quicker if approval is given by you for our contractors to use our master key for access, so when requesting please state if this is allowed.</p> <p>HOT WATER SUPPLY TO THE PROPERTY Your owner is only responsible to supply the property with hot water. Should you require arranging with your electrical supplier or gas supplier to change the tariff for the supply it will be at your expense and discretion? Any changes to tariffs in the electrical meter box must be advised to our office in writing within 24 hours. In some cases your hot water system may run by gas if this is the case please refer to page 1 of this document to have it installed/connected.</p> <p>YOU ARE RESPONSIBLE FOR ANY LIGHT BULBS/GLOBES & BATTERIES (CONSUMABLES) Or any breakages to glass/windows that you or any visitors cause, including stones thrown up from lawn mowers etc. You are responsible for any keys broken or lost during your tenancy. Globes, keys or remotes & batteries must be replaced at the end of the tenancy if required or applicable.</p> |

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ANNEXURE B - RESIDENTIAL PROPERTY TENANCY AGREEMENT

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This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.

| ITEM | DESCRIPTION: |
|------|---|
| | <p>FLOATING FLOORS, FLOORBOARDS AND VINYL FLOORS Please ensure that the floors are protected at all times e.g. using furniture protection pads.</p> <p>AIR CONDITIONERS SPLIT SYSTEMS & DUCTED Please ensure to clean the filters of the Air-conditioning units on a regular basis during the tenancy to keep them from clogging up. Please also ensure to clean the stainless steel appliances and glass/ceramic cook tops with the correct cleaning agents to keep them looking new and in good condition DO NOT USE ABRASIVE ITEMS (eg scourers & harsh chemicals). If your stove cook top is a Hot Plate please season them on a regular basis with the correct seasoning agent to ensure they are kept in good condition & prevent rusting.</p> <p>PLUMBING Under no circumstances will there be any tampons, sanitary napkins, nappies etc. be flushed down the toilet. In the event this happens the tenant will be liable for a portion of the Plumbing invoice.</p> <p>IF ANY DAMAGE IS DONE TO THE PREMISES AT ANY TIME Whether by you, the tenant, or your visitors, you as the tenant are liable to have these damages repaired or replaced immediately by licensed and insured trades people and you must advise our office in writing. You are required to have indoor pot plants raised off the carpet to avoid water damage or staining. Should any part of the property require professional cleaning at the end of the tenancy, including the stove, carpets, curtains (Drapes), Lace Curtains, Blinds, Bathrooms and gardens, the landlord reserves the right to have this work carried out at the tenants expense. SECTION 69 of the Residential Tenancies Act 1995 Requires that the Tenant must give the premises and ancillary property back to the landlord in a reasonable condition and in a reasonable state of cleanliness. This means that the carpets must be clean professionally if there are NEW marks or stains in accordance with your Inspection Report.</p> <p>CHANGES IN TENANT DETAILS AND MAIL The tenant must notify the agent immediately if there are any changes to the details of the occupier(s) of the property including Home, mobile, work telephone numbers Any mail that is addressed to the owner of the property must be redirected to the Property Manager at Park Trent Properties Group to then be forwarded onto the owner.</p> <p>SUBLETTING This agreement cannot be sublet or assigned unless written consent is first obtained from the landlord/agent. Persons that are not on the lease agreement are not permitted to reside at the property without written consent for the landlord.</p> <p>OIL AND GREASE STAINS Driveways, carports, garages and all other concrete/paved areas must be free from oil and grease stains (subject to original condition report). We suggest you obtain a drip tray if your car leaks oil.</p> <p>OPENING THE PREMISES If you lock yourself out of your home and require ParkTrent Properties Group to come out to the property to open the property, there is a \$50.00 charge weekdays within office hours (9am - 5pm) and \$200.00 on weekends and outside of office hours.</p> <p>NO PETS Pets are not permitted without the written permission of the Landlord via the Agent. In the event of any damages the animal may cause, the tenant must rectify, replace and/or repair at their own expense within 7 days of the damages being sited. A Pet Clause Agreement must also be signed if permission has been granted by the Landlord/Agent and attached to the Tenancy Agreement.</p> <p>LAWNS & GARDENS The tenant is to maintain the front and rear gardens at all times, this includes watering, mowing and edging. All lawns to the property are to be regularly cut and edges to be trimmed. Garden beds are to be weeded and creepers, vines and roses pruned. The agent must be contacted for permission, in writing, to remove any existing shrubs, plants or trees.</p> <p>POOL FENCING The tenant agrees that if they erect a portable pool at the property they will ensure that the fencing requirements are in accordance with legislation requirements to minimise potential risk. Any damage to the lawn areas must be re-turfed (not re-seeded) at the end of your tenancy or this cost will be deducted from the bond.</p> |

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ANNEXURE C - RESIDENTIAL PROPERTY TENANCY AGREEMENT

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*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

| ITEM | DESCRIPTION: |
|------|---|
| | <p>YOU ARE REQUIRED TO KEEP NOISE LEVELS At a responsible level at all times during the day and night, this includes barking dogs & visitors and their cars.</p> <p>SMOKING The tenant agrees that smoking IS NOT permitted inside the property.</p> <p>IF YOU WANT TO ERECT PICTURES/PAINTINGS/PHOTOS ETC It is not acceptable to use nails, drawing pins, sticky tape or blue tac, as these leave marks and may take the paint off. It is only acceptable to use the professional Gold/Silver picture hooks OR 3M Sticky Hooks. Any extra hooks erected must be requested in writing and approval given prior. Any damage caused as a direct result of this process or using items not authorised will result in you having to have the wall professionally fixed and painted. It is not acceptable that you the tenant repair and paint or patch paint the wall as you may use the wrong colour/texture. Please leave the hooks at the end of the tenancy.</p> <p>IF A MEMBER OF A JOINT TENANCY DECIDES TO VACATE This tenant is required to complete a Notification Change of Tenant form and deliver to our office. Any replacement tenant must complete and application form and be approved by the owner of the property before moving into the property. Bond monies must be transferred into the names of the remaining tenants and/or new occupant. You can obtain the appropriate forms from our office. Failure to change the bond over and have the new occupant approved will result in the bond money being refunded in the names of the original tenants.</p> <p>IF YOU NEED TO BREAK YOUR TENANCY AGREEMENT A Tenant who vacates the property before the expiration of the lease will be responsible for A Any loss of rent until the property is re-let B Broken lease fees in accordance with the RTT SA C Plus a portion of the Advertising costs in accordance with the RTT SA D Allowing the agent to hold open inspections to secure a new tenant</p> <p>IF YOU FIND A REPLACEMENT TENANT TO TAKE OVER YOUR AGREEMENT The same conditions as above apply. The prospective tenant you find must apply to our office on the prescribed tenancy application forms and must be approved by our office and the owner. New legal tenancy agreements etc must be signed.</p> <p>BY-LAWS If you occupy a unit in a complex or a house in a gated estate, you are to comply with the bylaws of that complex/estate. The Body Corporate Manager will police these laws and report to our office any action by you or your visitors that contravenes these laws. If we receive a written complaint this will involve you in a breach of the conditions of your tenancy agreement and the appropriate notice will be served and could lead to eviction if serious</p> <p>TERMITE MANAGEMENT Termites in properties can cause major damage in homes. To assist us with termite management please adhere to the following points. The tenant agrees to report any unusual mud build up or mud tracks around the house. The weep holes in the external brickwork of a home are a favourite entry point for termites. It is important that these external weep holes are kept visible. Dont allow gardens beds, soil or mulch in gardens to rise above this level. Do not store items against the external wall of the house. Ensure that your report plumbing leaks to our office promptly. If you notice mud galleries or other activity, it is extremely important not to disturb or interfere with them. Please advise us of anything like this to our office on a repair request form.</p> <p>YOU ARE NOT ALLOWED TO PARK VEHICLES, CARAVANS BOATS ETC ON THE LAWNS Cars, motorbikes, boats, trailers & vans etc are to be parked in designated driveways & garaging. Should you park on lawns or any other area other than the designated driveway/garaging, you will be responsible to replace dead or damaged turf and/or any other surface damaged as a result. Unregistered vehicles are not permitted to be kept at the premises in view of the public.</p> <p>WATER USAGE Tenant is responsible for ALL water usage and all Quarterly Supply Charges.</p> |

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ANNEXURE D - RESIDENTIAL PROPERTY TENANCY AGREEMENT

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*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

| ITEM | DESCRIPTION: |
|------|---|
| | <p>KEYS At the expiration of your tenancy, keys (including any copies made) are to be returned to this office. If keys are not returned, the tenant will be liable for the cost of changing all locks. The tenant acknowledges this inspection cannot be conducted until all of their possessions are removed, the property has been cleaned, carpets dry/steam cleaned and you are in a position to hand over keys. The tenant will be responsible for paying all rent until these requirements are met in full.</p> <p>RENTAL INCREASES The landlord reserves the right to increase the rent every 12 months (with 60 days notice) as per section 55 (2) (b) of the Residential Tenancy Act 1995.</p> <p>WHEN YOUR TENANCY AGREEMENT IS NEARING THE END OF A FIXED TERM PERIOD We request you advise our office 28 days prior to the expiration of your agreement of your intentions to renew your agreement in order for the owners instructions to be sought.</p> <p>AT THE END OF YOUR TENANCY It is your responsibility to cancel any automatic rent payment system you have in place including Rental Rewards, Rentpay.com or direct debits/credits etc as our office take no responsibility for cancellation of these or overpayment of rent. You will be forwarded a new tenancy agreement in the mail once your landlord approves an extension. If you wish to leave at the end of your agreement you are required to give 28 days notice in writing.</p> <p>DISPUTES If you do not agree with any decision or act please put your dispute in writing to Attention: - Property Manager by email to ketanp@parktrentsa.com.au.</p> <p>If you are having a dispute with rent payments it is highly advisable to firstly discuss this with the Property Management team over the phone or in person.</p> <p>It is the responsibility of the tenant to provide proof of rent payments if necessary to help close the dispute. Please do not ignore Breaches sent to you, please attempt to mediate the issues to solve them quickly for both parties involved.</p> <p>The tenant/s agrees that they have read and understand the above information and that this Annexure A, B, C & D forms part of the Residential Tenancy Agreement.</p> |

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NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: Marion Braun

Tenant 2:

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: Unit 305, 33 Warwick Street

Street 2:

Suburb: Walkerville

State: SA

Postcode: 5081

I give you notice that your current lease expires on 25 / 01 / 2025

(insert date)

Your current rent is \$ 385.00 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~

(Strike out whichever is not appropriate)

The lease extension will expire on 25 / 12 / 2025

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~.

(Strike out whichever is not applicable)

The new rent will be \$ 400 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

with the first payment due on 26 / 01 / 2025

(insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

N/A

As detailed below

See annexure

Please sign and return this Notice to your Agent by 09 / 12 / 2024 if you wish to accept.

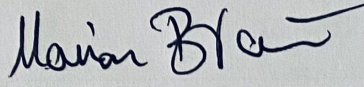
The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17) to end the fixed term agreement.

NOTICE TO TENANT OF LEASE EXTENSION
(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1
Tenant Name


Marion Braun

Date: 28-11-2024

Signed by Tenant 2
Tenant Name

Date:

Signed by Tenant 3
Tenant Name

Date:

Signed by Tenant 4
Tenant Name

Date:

Signed by Tenant 5
Tenant Name

Date:

Signed by Tenant 6
Tenant Name

Date:

Signed by Tenant 7
Tenant Name

Date:

Signed by Tenant 8
Tenant Name

Date:

Signed by or on behalf of the Landlord
 Agent as authorised Landlord



Date: 29/11/2024