



**STRATA DATA**

**Date:** 14 August 2024

**To:** Ascot Conveyancing

**Email:** [jayne@ascotconveyancing.com.au](mailto:jayne@ascotconveyancing.com.au)

**Property Address:** Unit 106, 53 Gibson Street Bowden, South Australia 5007

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

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

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

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

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

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

Kind Regards,

**Strata Data**

For and on behalf of Community Corporation 40631 Inc.

E: [reception@stratadata.com.au](mailto:reception@stratadata.com.au)

P: 08 8372 2777



# Tax Invoice

**ABN: 20 080 960 112**

Date: 14-Aug-24

Invoice #: SS00001

**Due Date:** 14/8/2024

## Ascot Conveyancing

**paid**

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

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

# STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

**REQUESTED BY:****Name:** Ascot Conveyancing**Address:** jayne@ascotconveyancing.com.au**REGARDING:****Corporation:** Community Corporation 40631 Inc.**Unit No. & Address:** Unit 106, 53 Gibson Street Bowden**Owners:** David Adlington

D Adlington

## PART 1 : FINANCIAL DETAILS

### 1.1 Lot Entitlement

Lot Entitlement = 284

Total of all Entitlements = 10000

### 1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$976.89	30/09/2024
Sinking Fund Levy	\$146.26	30/09/2024
Current Levy	Amount	Frequency
Admin Fund Levy	\$976.89	Quarterly
Sinking Fund Levy	\$146.26	Quarterly

### 1.3 Arrears

Levies	Due as at 14/08/2024	Charged but due after 14/08/2024
Special Levy (Sinking Fund)	\$0.00	\$180.63
<b>Amount Due</b>	<b>\$0.00</b>	<b>\$180.63</b>

\*\* (NB: Interest accrues daily at 10 % per annum)

**Biller Code:** 96503**Ref:** 23201195700406311061

### 1.4 Lot Expenditure by the Strata Corporation

- (a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

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

Refer minutes of meetings

### 1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$123,195.89 comprising Admin: \$48,223.20 and Sinking: \$74,972.69
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings
- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :

Refer to minutes of meetings

- (g) Amount held in external account : \$0.00
- (h) Liabilities (excluding those above as described in 1.2 herein)

Refer to minutes of meetings

**Water Payment Method:**

## PART 2 : INSURANCE

**Insurer : CHU**

Type of Cover	Sum Insured	Policy Number	Expiry Date
Office Bearers	\$500,000.00	HU0026622	31/08/2024
Common contents	\$213,955.00	HU0026622	31/08/2024
Lot Owners fixtures and improvements	\$250,000.00	HU0026622	31/08/2024
Building	\$21,395,499.00	HU0026622	31/08/2024
Voluntary workers	\$200,000.00	HU0026622	31/08/2024
Public Liability	\$20,000,000.00	HU0026622	31/08/2024
Fidelity Guarantee	\$100,000.00	HU0026622	31/08/2024
Government Audit Costs	\$25,000.00	HU0026622	31/08/2024
Machinery breakdown	\$100,000.00	HU0026622	31/08/2024

**Notes**

## PART 3 : DOCUMENTS SUPPLIED


- (a) Minutes of General & Committee Meetings of the Corporation for the last two years
- (b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
- (c) Statement of Accounts of the Corporation last prepared
- (d) All current policies of insurance taken out by the Corporation
- (e) The Corporation Bylaws

## PART 4 : DOCUMENT INSPECTION

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

**Statement Dated 14/08/2024**

**Signed for and on behalf of Community Corporation 40631 Inc.**



**Mark Greening**

**BODY CORPORATE MANAGER**

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

The Community Titles Act requires that :

- 1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.
- 1.2 s114(7) "Payment of a contribution, installment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.  
(8) A contribution, installment or interest may be recovered as a debt."  
(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.
- 1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

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

# STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD  
GLEN OSMOND SA 5064

Phone: 8372 2777

Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

## UNIT OWNER UPDATE

(to be filled in only for new owners)

**Community Corporation 40631 Inc.**

**Unit 106, 53 Gibson Street Bowden**

SETTLEMENT DATE	/ / 20		
UNIT OWNERS NAME			
UNIT OWNERS ADDRESS			
DATE & PLACE OF BIRTH	(COMPANY TITLES ONLY)		
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

CORRESPONDENCE TO OWNER / AGENT

ACCOUNTS TO OWNER / AGENT (please circle)

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

RENTAL MANAGER/AGENTS	
(if applicable)	
ADDRESS	

CONTACT PERSON			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

TENANT NAMES			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

CONVEYANCER ACTING ON BEHALF OF VENDOR	
CONVEYANCER ACTING ON BEHALF OF PURCHASER	

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

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

# Minutes of the Annual General Meeting

Corporation        *Community Corporation 40631 Inc.*  
Address            *53 Gibson Street, Bowden*  
Meeting Date      **1st of February, 2022 commencing at 4:00 PM**  
Location           **Via Video / Teleconference Only**

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## **Present in Person**

Lot: 2        Ms Deborah Black  
Lot: 3        Mr Barrie Trevarrow  
Lot: 103      Peaty Why El Tea Dee Pty Ltd  
Lot: 109      Ms Sarah Russell  
Lot: 202      Mr Thomas Mooney  
Lot: 204      Ms Lisa Schoots  
Lot: 205      Mr Thomas Wade  
Lot: 210      Ms Emma Kibble  
Lot: 302      Ms Lynne Leach  
Lot: 303      David Colin Panter, Desmond Trevor Gill Ford  
Lot: 306      Mr Anthony Siebert  
Lot: 308      Mr Geert Van Keulen  
Lot: 401      Mr Gavin Bockelberg  
Lot: 402      Ms Meagan Dillon  
Lot: 404      Po Ki Ip

## **Apologies**

Nil

## **Present by Proxy**

Lot: 102      Ms Georgina Silz, Mr T Purgacz by proxy to Strata Data  
Lot: 110      Mr Ian Morley, Mrs Jacqueline Morley by proxy to Strata Data  
Lot: 201      Ms T Teichert, Mr Mr & Mrs Teichert Teichert By proxy to Deborah Black  
Lot: 206      Hwui Yee by proxy to Strata Data  
Lot: 305      Ms Jenny Campbell by proxy to Strata Data

## **In attendance**

Mark Greening representing Strata Data  
Michelle Pearce representing Strata Data  
Paul Francken representing Strata Data

## **Quorum**

The Body Corporate Manager advised that the Corporation had currently 1 un-financial lot with the payments due \$2447.45 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4:22 pm.

## **Chairperson**

It was resolved by the members present "that Mark Greening of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

### **Debt recovery of Apt 303 From Previous Owner**

(This item was bought forward on the agenda so that the new Owners would be afforded the right to form part of the quorum and vote with the other members).

Strata Data advised the members of the steps that had been undertaken to determine why the monies were not recovered during the settlement process. It was noted that the Conveyancer acting for the vendor was given written instruction by them, on settlement, that all monies were to be transferred back and were not to form part of any adjustments. The Conveyancer further advised their engagement was with the vendor, not the Corporation, and they had been given written instructions by their client not release funds held to settle the debt. Strata Data advised the members present that the Community Titles Act, holds the current Lot holder responsible for any debt held against the Lot unless resolved otherwise by the Corporation.

It was resolved "that the debt of \$2447.45 against Lot 303 would be forgiven immediately and it would be written off by the Corporation." *Carried Unanimously*

### **Confirmation of Minutes**

It was resolved by the members present "that the minutes of the previous General Meeting(s), held 11<sup>th</sup> of February 2021 be accepted as a true and correct record of that meeting." *Carried Unanimously*

### **Financial Report**

It was resolved by the members present "that the statement of income and expenditure for the period Tuesday 01 December 2020 to Tuesday 30 November 2021 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

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

### **Financial Statement Audit**

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

### **Review of Sums Insured**

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

The Body Corporate resolved to have an insurance valuation and instructed Strata Data to endorse the insurance policy at the valued amount or the existing level of building sum insured, whichever is greater. A quote would be obtained for the price of the valuation and the Presiding Officer would be advised and would direct Strata Data if it was to proceed.

### **Post Meeting Note:**

**The Presiding Officer accepted the quote provided by the valuer.**

It was resolved by the members present "that the sums insured be:

Building Insurance	\$15,380,00.00
Common Area Insurance	\$50,000.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$500,000.00



Catastrophe Insurance	Not Included
Fidelity Guarantee	\$100,000.00
Flood Cover	Refer to current Certificate of Currency
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	31/08/2022
Last Valuation Date	2/09/2020
Last Valuation Sum	\$15,380,000.00

Strata Data was requested to arrange quotations for the insurance, at renewal and is appointed to place this with a company as advised by the Presiding Officer on behalf of the corporation. Where instruction is not provided prior to expiry of the existing policy, the policy will be renewed with the current insurer”  
*Carried Unanimously*

### **Contents and Landlords Insurance**

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks. If you require assistance in arranging contents insurance as a resident owner or landlords insurance as an investor, and obtain an online competitive quote from (CHU) go to <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777.

### **PDS and FSG**

For a copy of the Product Disclosure Statement (PDS) and the Financial Services Guide (FSG), please visit: <https://www.stratadata.com.au/insurance/product-disclosure-statements/>

### **Use of Contractors**

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

#### *Preferred Contractors*

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

#### *Non-Preferred Contractors (Approved)*

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

#### *Non Approved Contractors*

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

### **Maintenance Requirements**

#### **Scheduled Cleaning of Gutters and Down Pipes**

Strata Data were requested to obtain 2 quotes. Once to hand they will be provided to the Presiding Officer for further direction.

## **Caretaker Maintenance – Review of Current Schedule**

The members present agreed to continue with the regular caretaking services provided from Property Maintenance Plus.

## **Air Conditioner Servicing**

2021 Minutes - The members present discussed the issue for air conditioning servicing. Even though it is the responsibility of the individual lot owner to service the external air conditioning unit located on the roof of the building, The corporation is considering a yearly service carried out to all the units and the cost to be on-charged to the individual lot owners in the attempt to reduce the cost per lot. Strata Data was requested to write to all the owners to see if the owners are willing to participate. Once the numbers are confirmed, Strata Data will arrange a quote and forward it to the management committee for approval.

### **Please note:**

**All Owners will be asked annually if they wish to participate in the air conditioner servicing. Once actual numbers are advised a quote will be obtained and Owners requesting to participate will be advised of cost and asked to confirm their involvement. A levy will be issued to the owners participating by Strata Data.**

## **Plantings for L1 common area by owners of Apt 303**

The residents of Apartment 303, David and Desmond are happy to work with any other interested residents on the development and maintenance of the planter boxes in the Common Area on Level 1. The goal is to ensure that the planter boxes are healthy and contain plants that will thrive within the constraints of the space and include useful herbs, such as rosemary, that can be used by the residents. In order for this to be viable the current irrigation system needs to be checked and repaired if necessary. In addition to any cost that this may incur a sum of \$500 per annum would be required to cover costs of some seedlings, organic compost and fertiliser.

The key issue is making sure the irrigation is working and having access to the timer devices as David couldn't work out from their quick inspection how that currently happens.

**It was resolved "that the amount of money up to \$500 per annum would be allowed for any costs associated with the garden. If any other residents would like to engage with David and Desmond it would be appreciated. It was also noted that this would not be acted on until there is some resolution to the waterproofing issues related to the building defects." *Carried Unanimously***

## **Other Relevant Business**

### **Sinking Fund Analysis**

It was resolved by the members present "that the Body Corporate resolves to adopt the "Sinking Fund Forecast" prepared by Solutions in Engineering as distributed with the agenda of, and discussed at, this meeting. Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every third year." *Carried Unanimously*

## **Maintenance Condition and Safety Report**

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

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

It was resolved by the members present "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

**Defects List - Tabled at meeting**

Strata Data advised the members of what was undertaken in trying to seek to resolve the building defects. The previous Body Corporate Managers were approached to determine if they had records of advising the builder of the building defects issues, they did not. The Management Committee provided information relative to what they believed were communication records, but there was no direct records between the Corporation, the previous manager and the Builder. Without this communication being formally recorded there is insufficient proof that the Builder had been advised of the issues. Strata Data ask all the owners that if they could find any correspondence they might have showing any direct evidence of notification of defects to the previous manager and/or Emmett, to please provide it to Strata Data for review.

Under Section 32 of the Building Work Contracts there is a period of up to 5 years for the notification of building defects, as this period has expired the Corporation is unable to take any action, this may have been available if the Corporation had direct proof of notification even though the time limit had expired. However, there might be recourse under Section 159 of the Planning, Development and Infrastructure Act 2016, as this allows a period of up to 10 years but the scope of claim being reduced.

It was advised that the most significant issue relating to the waterproofing of the building is what should be sought to be resolved under any action the Corporation might consider. As a first Strata Data advised that the Corporation should seek to have an Engineering inspection of the property and have a report prepared to determine how the waterproofing issues could be rectified.

It was resolved by the members present "that a quote to have and appropriate Engineer TMK investigate, report and provide recommendations in regards to the waterproofing issue. Once the quote is in hand the Management Committee has been authorised to review the quote and approve if deemed reasonable" *Carried Unanimously*

It must be noted that there is no certainty in being able to have the Builder held accountable to repair any defects. These steps are being undertaken to gather information, determine possible costs of the rectification. If further action is to be undertaken in relation to a claim to defects to the Builder, seeking legal advice to determine the likelihood of the Corporation being successful may need to be obtained, with a cost benefit analysis being undertaken by the Corporation.

**Resident Engagement**

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore, should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

**Approvals, Alterations & Additions**

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

### **Level of Maintenance Fund Contributions**

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking fund analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of \$123,032.00. This Budget was not approved:

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

Administration Fund	\$121,032.00
Sinking Fund	\$ 20,000.00
Total Contribution	\$141,032.00

This contribution is payable quarterly and divided by entitlement on 1<sup>st</sup> of April 2022.

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

***All owners are reminded that levies are due 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July & 1<sup>st</sup> October.***

### **Election of Officers**

It was resolved "that Ms Deborah Black be appointed to the position of Presiding Officer and be the main contact point between Strata Data and the corporation and Ms Lynne Leach be appointed for the position of Secretary, and that Mr B Trevarrow be appointed to the position of Treasurer for the forthcoming year. A Committee comprising the following owners is appointed." *Carried Unanimously*

### **Committee Members**

Ms Deb Black  
Mr Tom Teichert  
Mr Barrie Trevarrow  
Mr Tony Siebert  
Mrs Lynne Leach  
Mr Desmond Ford

Ms Lisa Schoots and David Colin Panter advised the Corporation they would not be continuing on the Committee and were thanked for their service to the Management Committee.

### **Appointment of Body Corporate Manager**

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

The agreed management fee for the coming year is \$7,413.00 including GST.

### Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 15<sup>th</sup> of February 2023 at 4:00 pm at Strata Data, 647 Portrush Road, Glen Osmond SA 5064 with a Zoom Video Conference Link option.

### Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 5:44 pm.



## STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more....

**How can I access the Portal?**

- If you have already registered for portal access, please visit [portal.stratadata.com.au](https://portal.stratadata.com.au).
- If you have not received an invite, please email [portal@stratadata.com.au](mailto:portal@stratadata.com.au) to request an invitation.

# Minutes of the Annual General Meeting

Corporation        *Community Corporation 40631 Inc.*  
Address            *53 Gibson Street, Bowden*  
Meeting Date      **15th of February, 2023 commencing at 4:00 PM**  
Location           **647 Portrush Road Glen Osmond, South Australia 5064**

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## **Present in Person**

Lot: 3        Miss Anita Cvitkovic  
Lot: 103     Peaty Why El Tea Dee Pty Ltd  
Lot: 109     Ms Sarah Russell  
Lot: 201     Mr T Teichert  
Lot: 207     Ms Kate Tucker  
Lot: 301     Ms S Pappagallo, Mr Maurie Pappagallo  
Lot: 302     Ms Lynne Leach  
Lot: 303     David Colin Panter, Desmond Trevor Gill Ford  
Lot: 306     Mr Anthony Siebert  
Lot: 308     Mr Geert Van Keulen  
Lot: 401     Ms Loretta Wheadon, Mr Gavin Bockelberg  
Lot: 402     Ms Meagan Dillon  
Lot: 404     Po Ki Ip

## **Apologies**

Lot: 107     Ms Mei Lin Ford, Y L Ford

## **Present by Proxy**

Lot: 1        Ms Anna Vartzokas by proxy to Strata Data  
Lot: 2        Ms Deborah Black by proxy to Desmond Trevor Gill Ford  
Lot: 108     Premium Custody Services Pty Ltd by proxy to Strata Data  
Lot: 203     Seppo Karvonen by proxy to Strata Data  
Lot: 204     Ms Lisa Schoots, Mr Matthew Trestrail by proxy to Strata Data  
Lot: 304     Mr P C Lim by proxy to Strata Data  
Lot: 305     Ms Jenny Campbell by proxy to Strata Data

## **In attendance**

Mark Greening representing Strata Data  
Michelle Pearce representing Strata Data

## **Quorum**

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4:05 pm.

## **Chairperson**

It was resolved by the members present "that Mark Greening of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

### **Confirmation of Minutes**

It was resolved by the members present “that the minutes of the previous General Meeting(s), held on the 1<sup>st</sup> of February 2022 be accepted as a true and correct record of that meeting.” *Carried Unanimously*”

### **Financial Report**

It was resolved – Moved XXX Seconded XXX “that the statement of income and expenditure for the period Wednesday 01 December 2021 to Wednesday 30 November 2022 was reviewed, received and accepted as an accurate record of the corporation’s current financial standing.” *Carried Unanimously*

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

### **Financial Statement Audit**

It was resolved “that the financial statement, as distributed with the meeting agenda, is not required to be audited as required by section 138 of the Community Titles Act.” *Carried Unanimously*

### **Review of Sums Insured**

#### **General Advice Warning**

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

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

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

The Body Corporate declined to have an insurance valuation, but resolved to endorse at the next renewal date, an increase in the insurance sum of CPI at 8% to \$21,395,499.00.

It was resolved by the members present “that the sums insured be:

Building Insurance	\$21,395,499.00 (8% increase over previous sum)
Common Area Insurance	\$213,955.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$500,000.00
Catastrophe Insurance	Not Included
Fidelity Guarantee	\$100,000.00
Machinery Breakdown	\$100,000.00

Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	31/08/2023
Last Valuation Date	4/08/2022
Last Valuation Sum	\$19,810,648.00

### **Flood Cover**

The policy currently includes flood cover.

Strata Data was requested to arrange quotations for the insurance, at renewal and is appointed to place this with a company as advised by the Presiding Officer on behalf of the corporation. Where instruction is not provided prior to expiry of the existing policy, the policy will be renewed with the current insurer"  
*Carried Unanimously*

### **Contents and Landlords Insurance**

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

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

### **PDS and FSG**

For a copy of the Product Disclosure Statement (PDS) and the Financial Services Guide (FSG), please visit: <https://www.stratadata.com.au/insurance/product-disclosure-statements/>

### **Use of Contractors**

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

#### *Preferred Contractors*

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

#### *Non-Preferred Contractors (Approved)*

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

#### *Non Approved Contractors*

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

### **Maintenance Requirements**

#### **Scheduled Cleaning of Gutters and Down Pipes**

Strata Data was requested to arrange for cleaning of gutters and downpipes, every second year in November by SA Windows. The next cleaning will be in November 2025.



### **Roof Anchor Certification**

The members present were advised that certification of the roof anchors should be done annually. The members present agreed to undertake the work annually and alternate the gutter cleaning and window cleaning to have the certification occurring when work was to be carried out on the building that was necessary for certification requirements. Starting October 2024.

### **Caretaking and Common Cleaning – Review of Current Schedule**

The members present agreed to continue using Property Maintenance Plus for the regular caretaking, cleaning and garden maintenance of the common areas as per their contract and scope of works.

### **Inaccessible Annual Window Cleaning – Review of Current Schedule**

Strata Data was requested to arrange for cleaning of the inaccessible windows, every second year in January by SA Windows. The next clean will be carried out in November 2024.

### **Foyer Door entering Carpark (Fifth Street)**

**Strata Data were advised the foyer door entering the carpark at the Fifth Street end of the building was not shutting properly. This is a fire door and the contractor will be contacted to repair the door to ensure it closes correctly.**

### **Six Monthly Garage Door Service – Review of Current Schedule**

Strata Data was requested to arrange for servicing of the garage doors, twice per year in July and December by Austronics.

### **Please Note:**

**The Management Committee were going to be asked review the quote and advise Strata Data if the six monthly maintenance will be undertaken, but Deb had previously approved the quote for the servicing to commence in 2022.**

### **3 yearly Hydrant Booster Overhaul & Assessment Dec 2023**

The members present agreed for Strata Data to arrange for the renewal of the three yearly service on the Hydrant System, as required by the Metropolitan Fire Service and Australian Standard 1851 Maintenance of Fire Protection Systems and Equipment. This service covers 2023-2026 through Safe Fire Electrical (SFE), allowing for the 3 yearly booster overhaul as well as the flow test this time around, plus a 6 yearly service as will be due now also.

The price for all would be \$3,918.20 including GST. ***Carried Unanimously***

### **Please Note:**

The Owners were made aware that this work is mandatory and is part of the fire compliance requirements for the building. This work would normally be quoted when required and carried out by the contractor responsible for the fire compliance of the building.

### **Air-conditioner Servicing for Individual Units**

The members present discussed the issue for air conditioning servicing. Even though it is the responsibility of the individual lot owner to service the external air conditioning unit located on the roof of the building, Strata Data will liaise with Daikin to arrange the cleaning in July for those owners who wish to participate. The cost in 2022 was \$120.00 per unit and this cost will likely increase.

Strata Data was requested to write to all the owners to see if the owners are willing to participate. Once the numbers are confirmed, Owners requesting to participate will be advised of cost and asked to confirm their involvement. A levy will be issued to the owners participating by Strata Data.

Please note: Owners will need to provide tenant details for access and further costs will incur if entry is not allowed on the scheduled date.

## **Other Relevant Business**

### **Site Meeting**

The members present were advised of the ongoing issue of water entering the carpark. There was an engineer's report completed last year identifying an area of concern that is being quoted for repair from those recommendations. One of the contractors who quoted identified another issue when on site and investigating the issue and believes water is entering through another source as well. It was agreed that the Management Committee would meet the contractor on site and have a demonstration of what was found and discuss how this would need to be dealt with and then determine what steps the Corporation would take in relation to this issue.

### **Cold Water Meters**

Owners would be aware there has been an ongoing issue with the water meters at the Corporation and as a result estimated readings have been done based on the previous water use for each apartment. Savant Energy have advised the Corporation and Owners of the fact that they will be replacing the hot water meters and doing it at Savant Energy's cost. The cold water meters however are also not working. These meters will be the responsibility of the Corporation, and are technically an Owner's responsibility because they are classed as exclusive use of the apartment, it has been agreed that the Corporation will undertake this work on behalf of all Owners for it to be co-ordinated across all apartments in a uniform manner.

**Strata Data will obtain two quotes for the replacement of the cold water meters and these will be provided to the Management Committee and they have been given approval to select the quote that they feel best represent the interests of the Corporation.**

It was Moved Mr Anthony Siebert and Seconded Mr Desmond Ford "that a Special levy will be raised to cover the cost of these works once the quote has been selected. It was also agreed that the cost of the works will be divided equally amongst Owners rather than by entitlement as it best reflects the responsibilities in relation to this necessary work being undertaken." ***Carried Unanimously***

### **EV Charging Stations**

Prior to the meeting the Management Committee requested some information for the AGM regarding the steps to consider making the building ready for being able to charge electric vehicles. At the meeting the Body Corporate Manager advised that the first step was to undertake an electrical audit of the building to determine if the buildings electrical systems had the ability in its current set-up to be able to handle the extra electrical load required, and this would be based on all apartments being able to have access to charging at the same time. The estimated cost is around \$2,000.00 for this work to be done.

**It was agreed by the members present that an electrical contractor would be engaged to determine if the current electrical systems in the building would be suitable for EV charging and once the advice is received from the contractor it will be supplied to the Management Committee and the next steps will be determined.**

Currently an EV charging station would cost around \$5,000.00 per apartment and the wiring of the station would need to be connected in such a way that it was connected to the meter of the unit so that no Common power was being consumed to charge vehicles. Each Owner would be responsible for the cost of the installation for their unit. The Corporation would have to resolve to allow this to happen and seek to give the Management Committee permission to approve each request after having met certain criteria.

If the buildings electrical systems are not currently suitable to handle the load required for EV charging then quotes would need to be obtained to bring the electrical systems up to the required load standards. These quotes would need to be provided to all Owners and the Corporation would need to determine if and when this work might be carried out at a formally convened meeting.

### **Responsibility for Outstanding monies at settlement**

Due to the forgiven debt relative to apartment 303 last year because the previous Owner advised their conveyancer, they were not to pay the outstanding monies and recovery was attempted but refused. It was felt that the Corporation should resolve to pass a resolution that moving forward the debt would be the responsibility of the new Owners and it was their responsibility to recover those costs through their own legal channels.

**It was Moved Ms Lynne Leach and Seconded Mr Anthony Siebert "that if there are outstanding monies due at the time of settlement and if those monies are not paid at the time of settlement, as should be done by the conveyancer of the seller, if those monies cannot be recovered after settlement has occurred and the Body Corporate have made efforts to recover those costs, the debt will remain attached to the Lot and the new Owner will become responsible for the debt. It will be their responsibility to seek recovery of those monies from the previous Owner not the Body Corporate." Carried Unanimously**

### **Maintenance Condition and Safety Report**

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

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

It was resolved by the members present "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

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

### **CCTV for Garage**

Due to several break ins in the carpark, Strata Data was requested to arrange for quotations for CCTV cameras to be placed around the garage doors.

Austronics provided quote #15380 for 4 cameras, including a video recorder, monitor and data cabinet for a cost of \$4700.00 **ex gst** with other additional options.

Proconnect provided quote #1017 for 4 cameras, including a video recorder, monitor and data cabinet for a cost of \$3310.00 **ex gst**. This quote will need updating from May 2022 so allow a 15% increase.

The members present agreed for Strata Data to award the CCTV contract to XXX for the supply and installation of four cameras in the carpark.

### **Please Note:**

**The Management Committee will be resent the quotes and discuss the necessity for this work to be undertaken. Of recent times there have been no significant issues that might require this to be considered. Strata Data will be advised if any further action is required.**

### **Resident Engagement**

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as

applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

### **Approvals, Alterations & Additions**

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

### **Level of Maintenance Fund Contributions**

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking fund analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of \$158,189.00. This Budget was approved:

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

Administration Fund	\$138,189.00
Sinking Fund	\$ 20,000.00
Total Contribution	\$158,189.00

This contribution is payable quarterly and divided by entitlement on the 1<sup>st</sup> of April 2023.

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

***All owners are reminded that levies are due 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July & 1<sup>st</sup> October.***

### **Election of Officers**

It was resolved by the members present "that Desmond Trevor Gill Ford be appointed to the position of Presiding Officer and be the main contact point between Strata Data and the corporation and Ms Lynne Leach be appointed for the position of Secretary, and that Mr Anthony Siebert be appointed to the position of Treasurer for the forthcoming year. A Committee comprising the following owners is appointed." *Carried Unanimously*

### **Committee Members**

Mr Desmond Ford  
Mrs Lynne Leach  
Mr Tony Siebert  
Mr Tom Teichert

### **Appointment of Body Corporate Manager**

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

The agreed management fee for the coming year is \$8,154.00 including GST.

### Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 21<sup>st</sup> of February 2024 at 4:00 pm at Strata Data, 647 Portrush Road, Glen Osmond SA 5064 or via Zoom video Conference.

### Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 5:32 pm.

**STRATA DATA PORTAL** | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more....

**How can I access the Portal?**

➤ If you have already registered for portal access, please visit [portal.stratadata.com.au](https://portal.stratadata.com.au).

➤ If you have not received an invite, please email [portal@stratadata.com.au](mailto:portal@stratadata.com.au) to request an invitation.



# Summary Financial Statement

Community Corporation 40631 Inc.  
Address: 53 Gibson Street Bowden, South Australia 5007  
ABN: 51397174158

Version: 03.10.01

Date Printed 17/12/2021

Page 1

**STRATA DATA**

## INCOME & EXPENDITURE STATEMENT BETWEEN 01/12/2020 AND 30/11/2021

	ADMIN	SINKING	TOTAL
<b>INCOME</b>			
Admin Fund Levy	\$120,131.31	-	\$120,131.31
Balance From Previous Admin.	-	\$26,936.51	\$26,936.51
Insurance Claim Recovery	\$11,859.49	-	\$11,859.49
Interest on Overdue Levies	\$34.42	-	\$34.42
Interest Received	\$69.27	-	\$69.27
Sinking Fund Levy	-	\$2,044.88	\$2,044.88
Special Levy (Admin Fund)	\$751.65	-	\$751.65
Special Levy (Sinking Fund)	-	\$1,400.48	\$1,400.48
<b>TOTAL INCOME</b>	<b>\$132,846.14</b>	<b>\$30,381.87</b>	<b>\$163,228.01</b>
<b>OUTGOINGS</b>			
Air-Conditioning Repairs & Maintenance	\$1,199.00	-	\$1,199.00
Air-Conditioning Service Contract	\$308.00	-	\$308.00
Arrange & Order Common Seal	\$99.00	-	\$99.00
Audit	\$531.00	-	\$531.00
Bank Charges	\$188.04	-	\$188.04
Body Corporate Management	\$8,322.53	-	\$8,322.53
Building Repairs & Maintenance	\$381.15	-	\$381.15
Caretaking	\$25,869.68	-	\$25,869.68
Cleaning Common Areas	\$7,865.00	-	\$7,865.00
Cleaning Materials	\$599.14	-	\$599.14
Disbursements	\$2,370.66	-	\$2,370.66
Door & Lock Repairs & Maintenance	\$159.50	-	\$159.50
Electrical Works	\$3,968.06	-	\$3,968.06
Electricity	\$8,110.88	-	\$8,110.88
Fire Equipment Repairs & Maintenance	\$10,240.45	-	\$10,240.45
Gas	\$124.46	-	\$124.46
General Repairs & Maintenance	\$979.60	-	\$979.60
Grounds Maintenance	\$265.00	-	\$265.00
Insurance Claim	\$11,994.09	-	\$11,994.09
Insurance Claim Excess	\$500.00	-	\$500.00
Insurance Premium	\$16,409.30	-	\$16,409.30
Internet Expenses	\$2,399.81	-	\$2,399.81
Keeping of Keys & Swipe Cards	\$270.49	-	\$270.49
Lift Phone	\$5,553.90	-	\$5,553.90
Lift Service Contract	\$8,154.52	-	\$8,154.52



# Summary Financial Statement

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Community Corporation 40631 Inc.  
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ABN: 51397174158

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## STRATA DATA

Meeting Fees	\$305.00	-	\$305.00
Owner Overdue Account Fee	\$22.00	-	\$22.00
Plumbing Repairs & Maintenance	\$2,513.12	-	\$2,513.12
Public Officer	\$167.42	-	\$167.42
Roller Door Repairs & Maintenance	\$510.95	-	\$510.95
Rubbish Removal	\$77.00	-	\$77.00
Security Contracts	\$1,623.38	\$544.50	\$2,167.88
Tax Return	\$177.00	-	\$177.00
Transfer Between Funds	\$1,723.43	(\$1,723.43)	-
Water Charges	(\$195.82)	-	(\$195.82)
WHS Compliance	\$110.00	-	\$110.00
<b>TOTAL OUTGOINGS</b>	<b>\$123,896.74</b>	<b>(\$1,178.93)</b>	<b>\$122,717.81</b>

## SUMMARY

OPENING BALANCE AS AT 01/12/2020	\$0.00	\$0.00	\$0.00
TOTAL INCOME	\$132,846.14	\$30,381.87	\$163,228.01
TOTAL OUTGOINGS	\$123,896.74	(\$1,178.93)	\$122,717.81
<b>CLOSING BALANCE AS AT 30/11/2021</b>	<b>\$8,949.40</b>	<b>\$31,560.80</b>	<b>\$40,510.20</b>
NET SURPLUS	\$8,949.40	\$31,560.80	\$40,510.20



# Summary Financial Statement

Community Corporation 40631 Inc.  
Address: 53 Gibson Street Bowden, South Australia 5007  
ABN: 51397174158

Version: 03.10.01

Date Printed 01/12/2022

Page 1

**STRATA DATA**

## INCOME & EXPENDITURE STATEMENT BETWEEN 01/12/2021 AND 30/11/2022

	ADMIN	SINKING	TOTAL
<b>INCOME</b>			
Admin Fund Levy	\$118,033.11	-	\$118,033.11
Interest Received	\$397.41	-	\$397.41
Sinking Fund Levy	-	\$15,697.45	\$15,697.45
Special Levy (Admin Fund)	\$120.20	-	\$120.20
Special Levy (Sinking Fund)	-	\$1,800.00	\$1,800.00
<b>TOTAL INCOME</b>	<b>\$118,550.72</b>	<b>\$17,497.45</b>	<b>\$136,048.17</b>
<b>OUTGOINGS</b>			
Air-Conditioning Repairs & Maintenance	-	\$1,799.99	\$1,799.99
Audit	\$567.00	-	\$567.00
Bank Charges	\$127.80	-	\$127.80
Body Corporate Management	\$7,128.00	-	\$7,128.00
Building / Engineer Reports	\$2,904.00	-	\$2,904.00
Building Repairs & Maintenance	\$1,983.95	-	\$1,983.95
Cleaning Common Areas	\$33,144.00	-	\$33,144.00
Cleaning Materials	\$101.86	-	\$101.86
Disbursements	\$2,030.40	-	\$2,030.40
Door - Service Maintenance Contract	\$198.00	-	\$198.00
Door & Lock Repairs & Maintenance	\$865.70	-	\$865.70
Electrical Works	\$3,505.44	-	\$3,505.44
Electricity	\$8,275.46	-	\$8,275.46
Fire Equipment Repairs & Maintenance	\$3,378.65	-	\$3,378.65
Gate Repairs & Maintenance	\$1,559.97	-	\$1,559.97
General Repairs & Maintenance	\$411.61	-	\$411.61
Graffiti Removal	\$105.60	-	\$105.60
Grounds Maintenance	\$310.94	-	\$310.94
Insurance Claim Excess	\$500.00	-	\$500.00
Insurance Premium	\$25,015.65	-	\$25,015.65
Insurance Valuation	\$1,815.00	-	\$1,815.00
Internet Expenses	\$2,893.44	-	\$2,893.44
Irrigation Repairs & Maintenance	\$637.14	-	\$637.14
Letterbox Repairs & Maintenance	\$482.77	-	\$482.77
Lift Phone	\$1,205.05	-	\$1,205.05
Lift Service Contract	\$8,443.60	-	\$8,443.60
Meeting Fees	\$172.50	-	\$172.50
Plumbing Repairs & Maintenance	\$457.16	-	\$457.16





# Summary Financial Statement

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ABN: 51397174158

Version: 03.10.01

Date Printed 01/12/2022

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## STRATA DATA

Public Officer	\$114.00	-	\$114.00
Roof Repairs & Maintenance	\$633.70	-	\$633.70
Rubbish Removal	\$272.00	-	\$272.00
Security Contracts	\$421.85	-	\$421.85
Sinking Fund Analysis	\$1,208.00	-	\$1,208.00
Tax Return	\$189.00	-	\$189.00
Water Charges	\$752.27	-	\$752.27
WHS Compliance	\$229.00	-	\$229.00
<b>TOTAL OUTGOINGS</b>	<b>\$112,040.51</b>	<b>\$1,799.99</b>	<b>\$113,840.50</b>

## SUMMARY

OPENING BALANCE AS AT 01/12/2021	\$8,949.40	\$31,560.80	\$40,510.20
TOTAL INCOME	\$118,550.72	\$17,497.45	\$136,048.17
TOTAL OUTGOINGS	\$112,040.51	\$1,799.99	\$113,840.50
<b>CLOSING BALANCE AS AT 30/11/2022</b>	<b>\$15,459.61</b>	<b>\$47,258.26</b>	<b>\$62,717.87</b>
NET SURPLUS	\$6,510.21	\$15,697.46	\$22,207.67

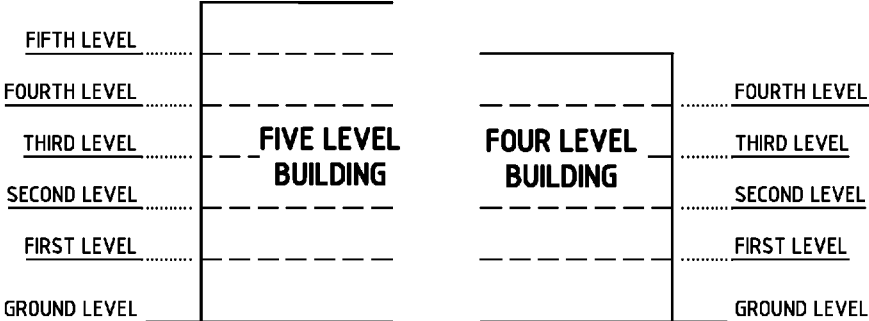
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MAP REF:		6628/41/D		COUNCIL:		CITY OF CHARLES STURT		DEPOSITED:			
LAST PLAN:		D93787		DEVELOPMENT NO:		252/C202/16/001/45962		MARK MCNEIL 14/09/2016			
AGENT DETAILS:		ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099			SURVEYORS CERTIFICATION:		I Mark Antony Peter Williams , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 11th day of August 2016 Mark Antony Peter Williams Licensed Surveyor				
AGENT CODE:		ALSY									
REFERENCE:		A080014COMM(F)									
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER	
CT	6138	135		ALLOTMENT(S)	213	D	93787	YATALA			
OTHER TITLES AFFECTED:											
EASEMENT DETAILS:											
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION				
ANNOTATIONS:											

C40631

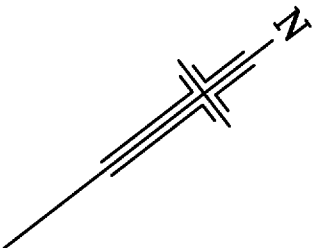
SHEET 2 OF 8

53877\_pland\_1\_V02\_Version\_4

BEARING DATUM: ① - ② 37°45'  
DERIVATION: D93787 ADOPTED  
TOTAL AREA: 1536m<sup>2</sup>



TYPICAL CROSS SECTION  
NOT TO SCALE



GIBSON

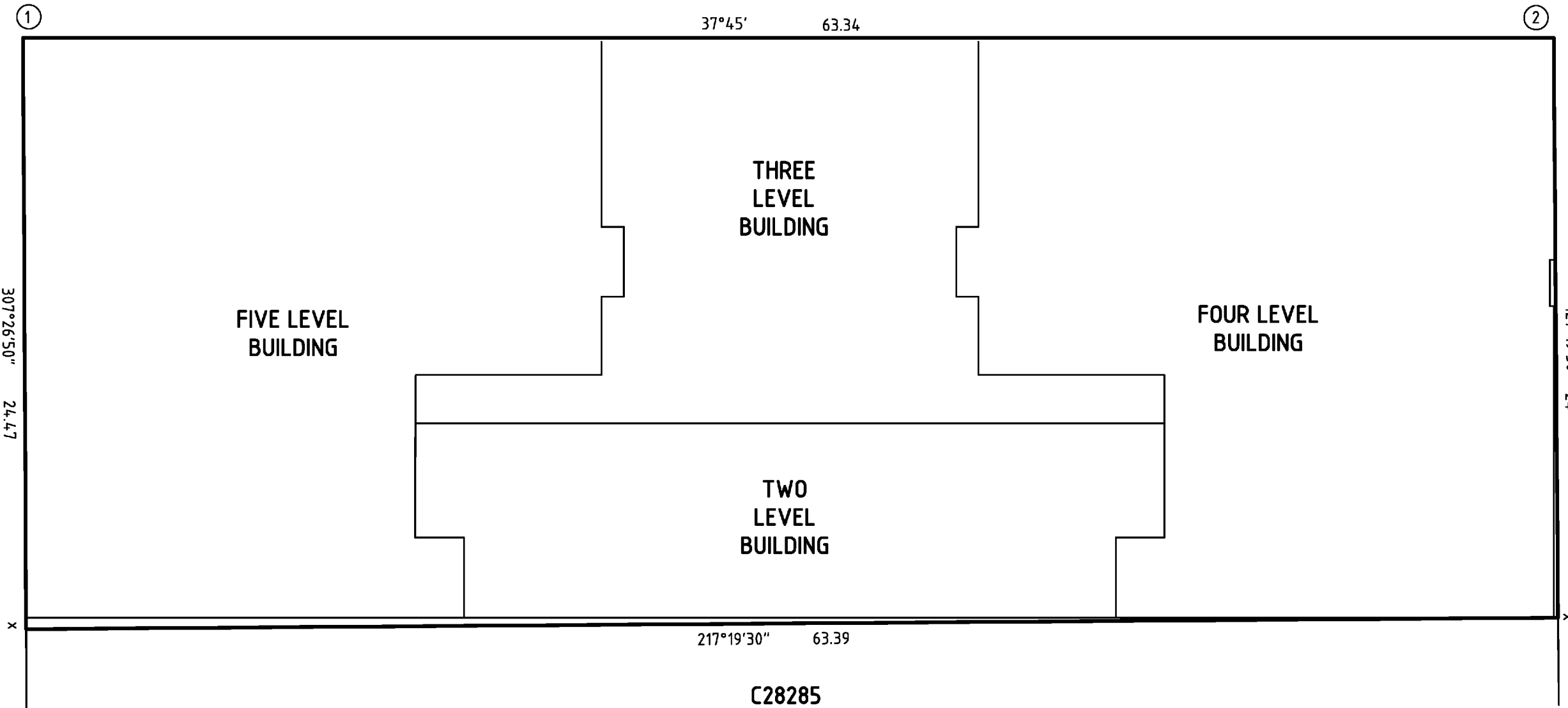
STREET

FIFTH

STREET

SIXTH

STREET



C28285

SITE PLAN



Alexander & Symonds Pty.Ltd.

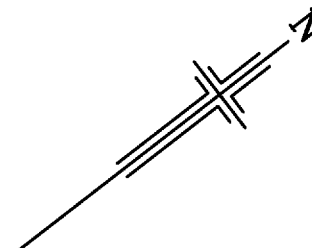
11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988


REFERENCE A080014COMM(F)

JG 5/08/2016

## SHEET 3 OF 8

53877\_pland 2\_V02\_Version 4



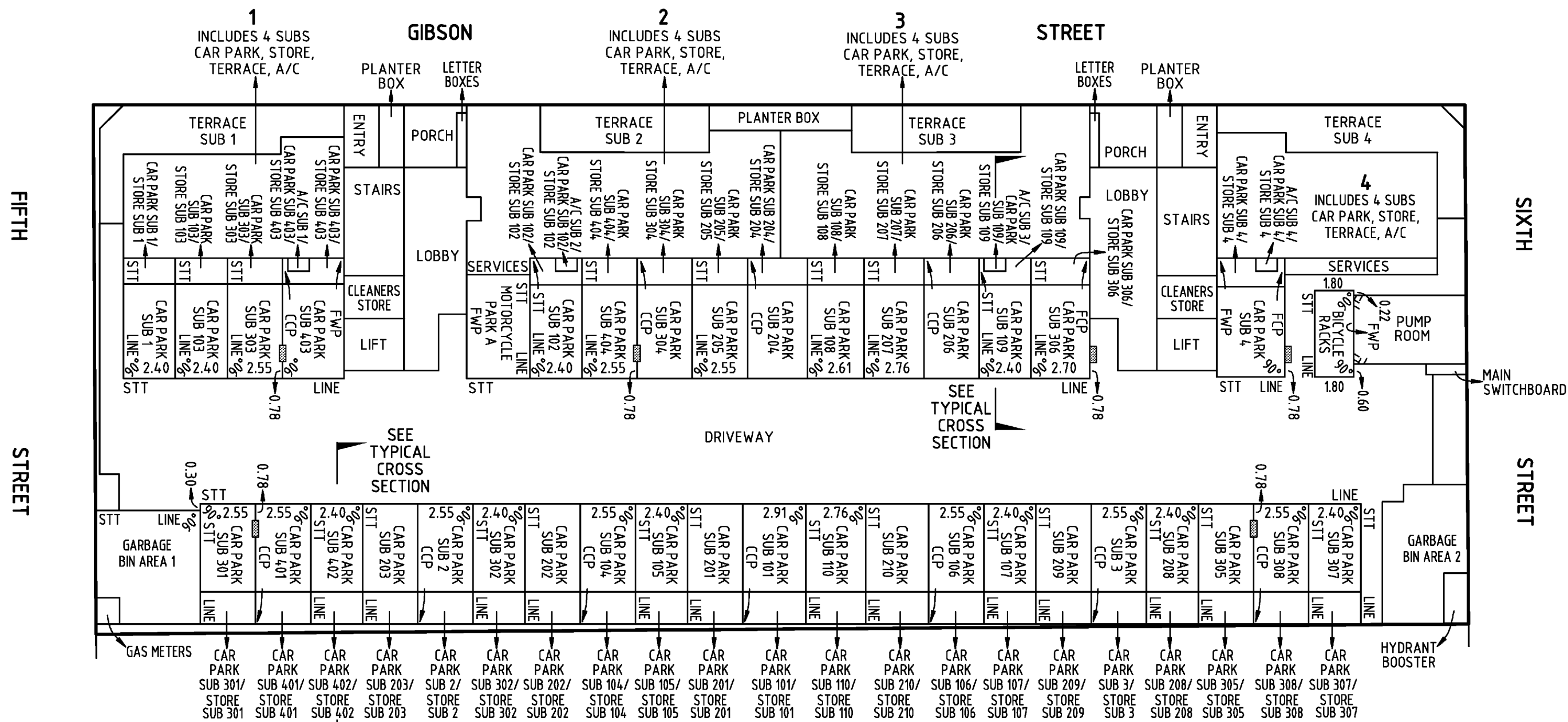
LEGEND	
	DENOTES COLUMN
A/C	AIR CONDITIONER
CCP	COLUMN AND CENTRELINE PRODUCED
FCP	FACE OF COLUMN AND LINE PRODUCED
FWP	FACE OF WALL AND LINE PRODUCED
STT	STRAIGHT

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.80 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

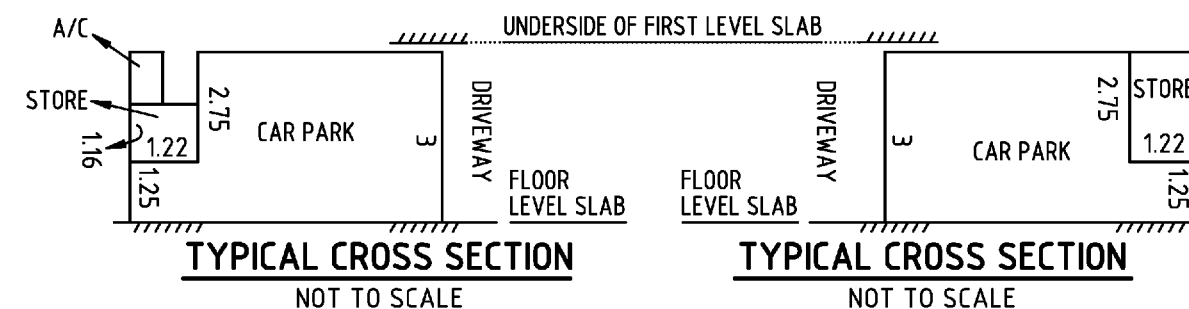
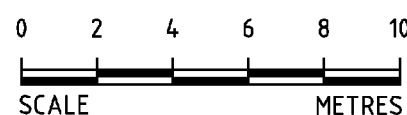
THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 3 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES (SEE TYPICAL CROSS SECTIONS ).

THE LOWER LIMIT OF A LOT SUBSIDIARY SHOWN AS STORE IS 1.25m ABOVE EXISTING FLOOR LEVEL SLAB (SEE TYPICAL CROSS SECTIONS).

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.



## GROUND LEVEL PLAN

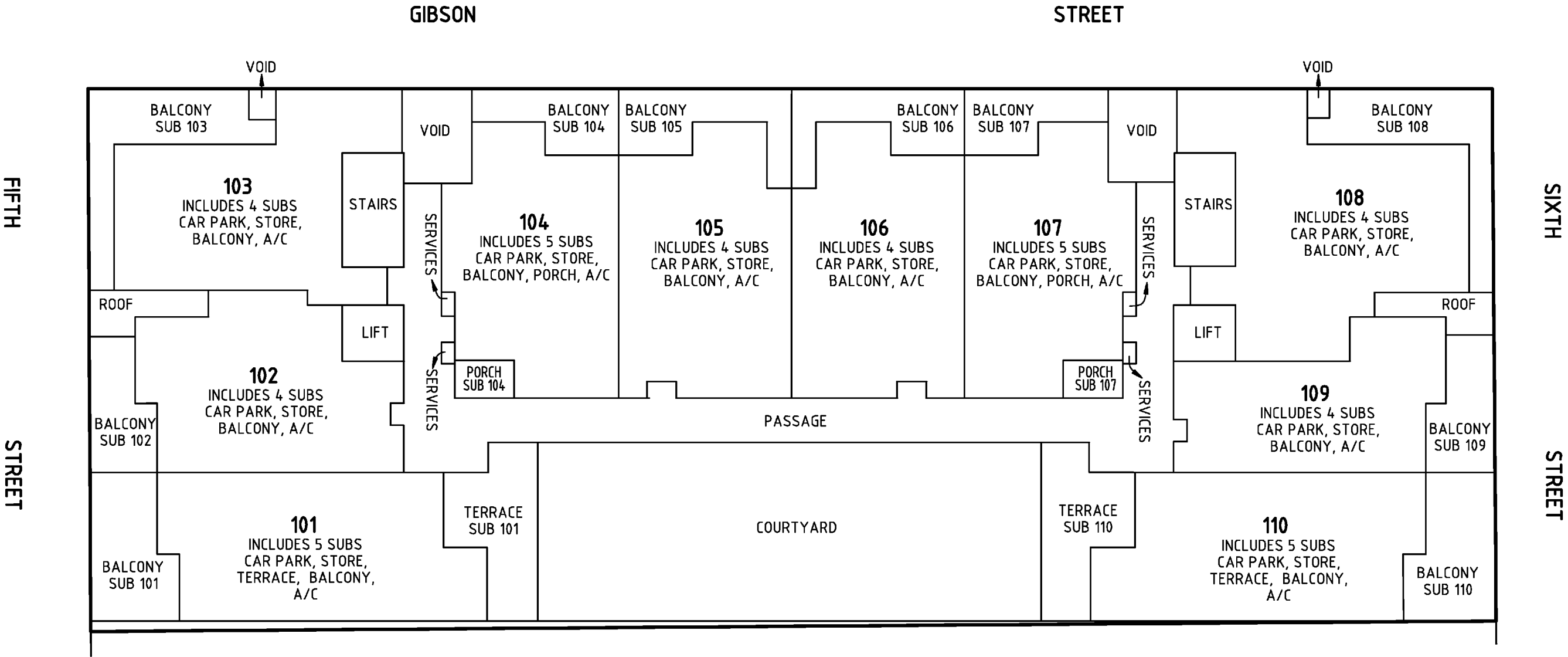
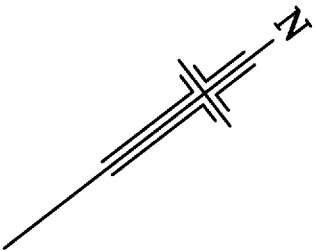


**Alexander & Symonds Pty.Ltd.**

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 A080014COMM(F)

JG 5/08/2016



THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.80 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

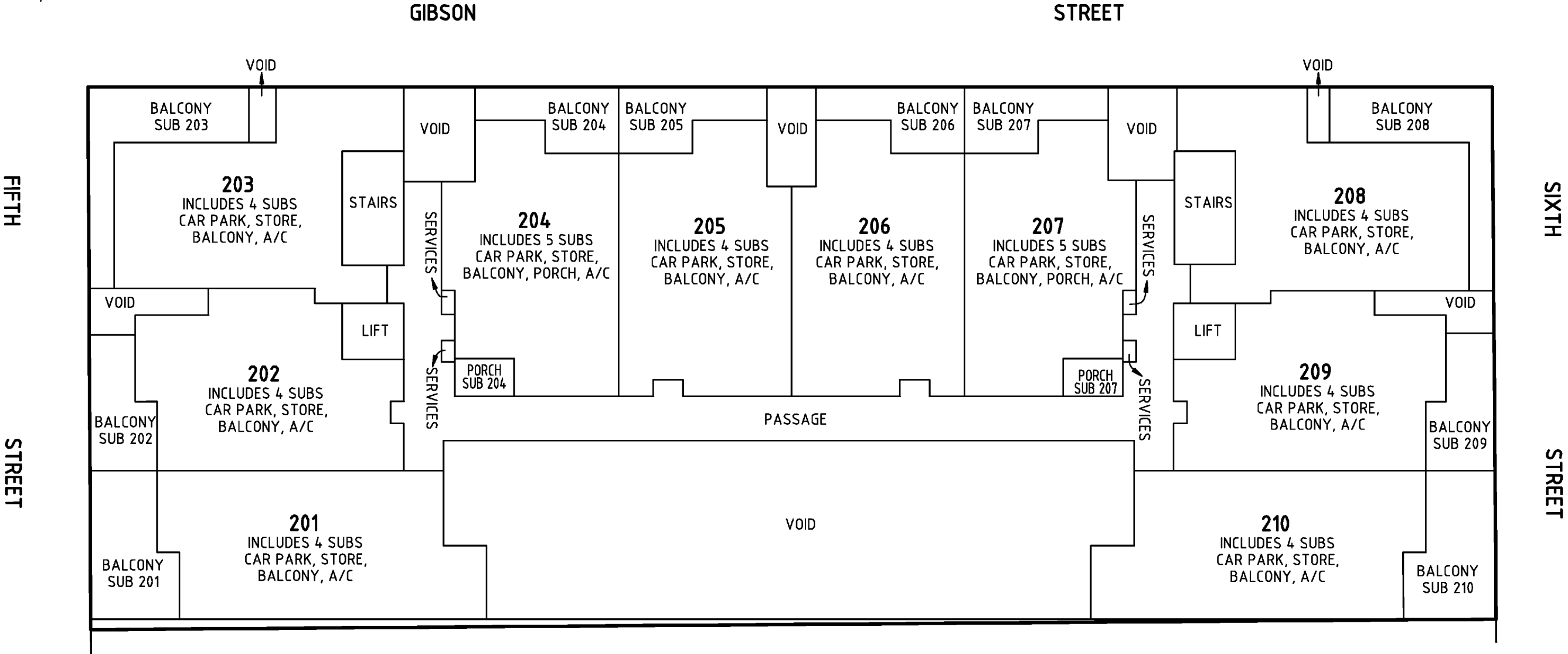
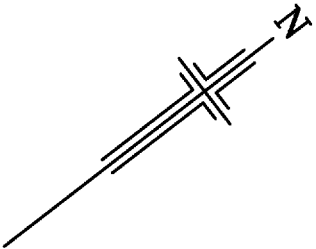
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS PORCH IS 2.80 METRES ABOVE THE UPPER SURFACE OF THE PORCH UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL, UNLESS SHOWN OTHERWISE.

C40631

SHEET 5 OF 8

53877\_pland\_4\_V02\_Version\_4



C28285

SECOND LEVEL PLAN



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 A080014COMM(F)

JG 5/08/2016

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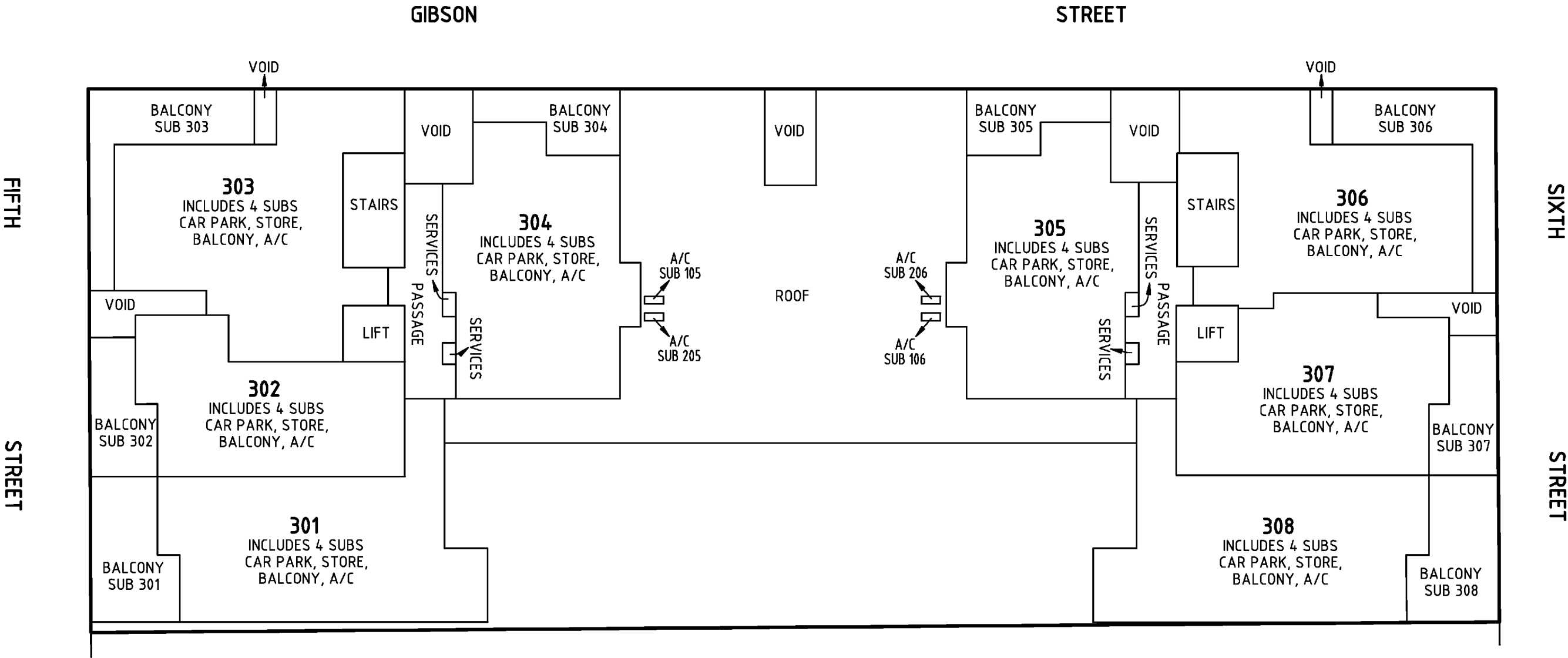
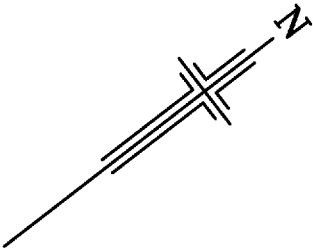
ALL ANCILLARY PIPES, DUCTS AND FITTINGS ASSOCIATED WITH THE FUNCTION OF THE LOT SUBSIDIARY SHOWN AS AIRCONDITIONER SHALL FORM PART OF THE RESPECTIVE LOT SUBSIDIARY.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL, UNLESS SHOWN OTHERWISE.

C40631

SHEET 6 OF 8

53877\_pland\_5\_V02\_Version\_4



C28285

THIRD LEVEL PLAN



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 A080014COMM(F)

JG 5/08/2016

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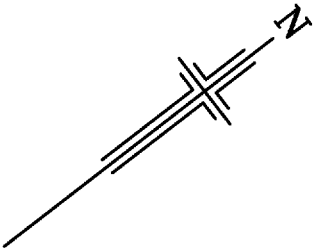
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BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS BALCONY ARE WALL, UNLESS SHOWN OTHERWISE.

C40631

SHEET 7 OF 8

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GIBSON

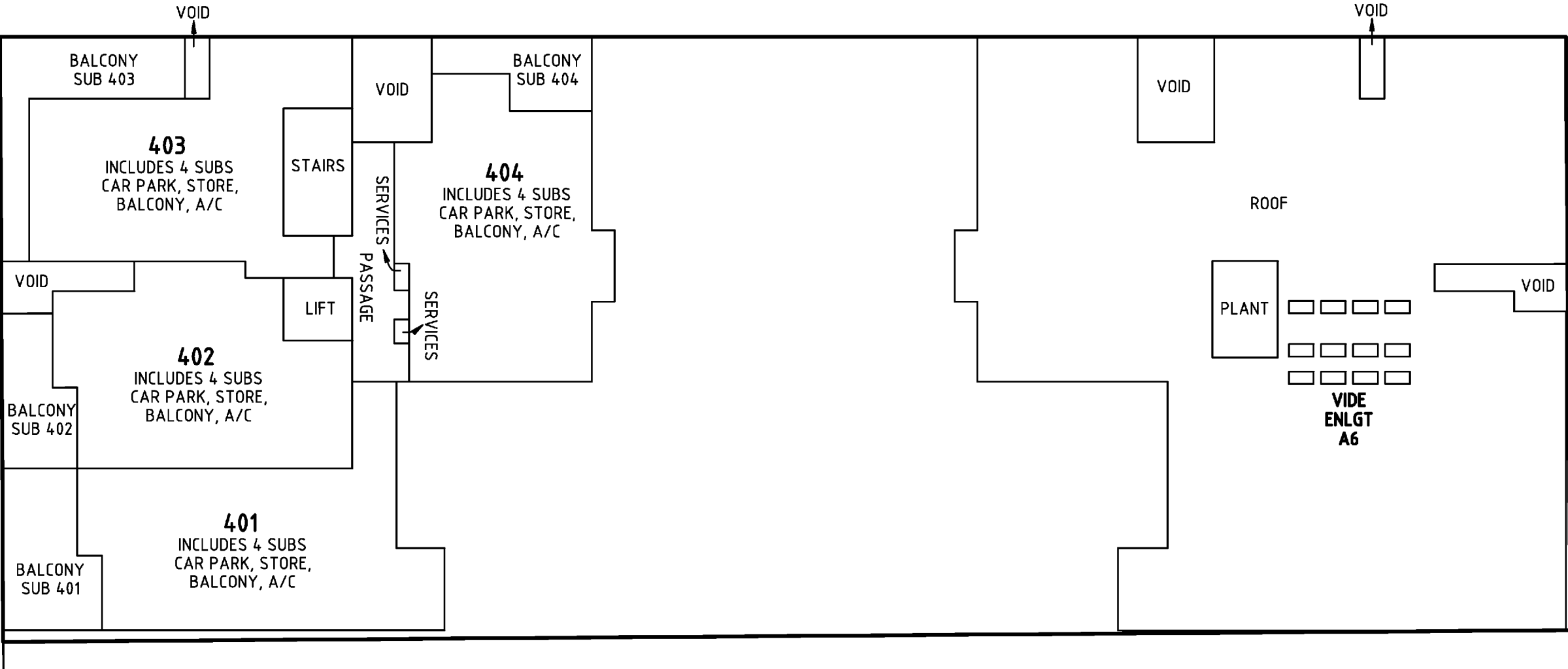
STREET

FIFTH

STREET

SIXTH

STREET



C28285

FOURTH LEVEL PLAN



ENLARGEMENT A6

NOT TO SCALE

A/C SUB 107	A/C SUB 108	A/C SUB 109	A/C SUB 110
A/C SUB 306	A/C SUB 210	A/C SUB 208	A/C SUB 207
A/C SUB 305	A/C SUB 308	A/C SUB 307	A/C SUB 209

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REFERENCE A080014COMM(F)

JG 5/08/2016

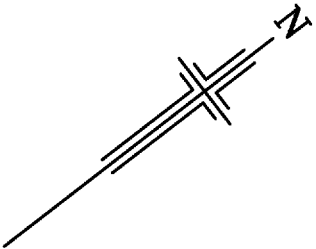


ALL ANCILLARY PIPES, DUCTS AND FITTINGS  
ASSOCIATED WITH THE FUNCTION OF THE LOT  
SUBSIDIARY SHOWN AS AIRCONDITIONER SHALL FORM  
PART OF THE RESPECTIVE LOT SUBSIDIARY.

C40631

SHEET 8 OF 8

53877\_pland\_7\_V02\_Version\_4



GIBSON

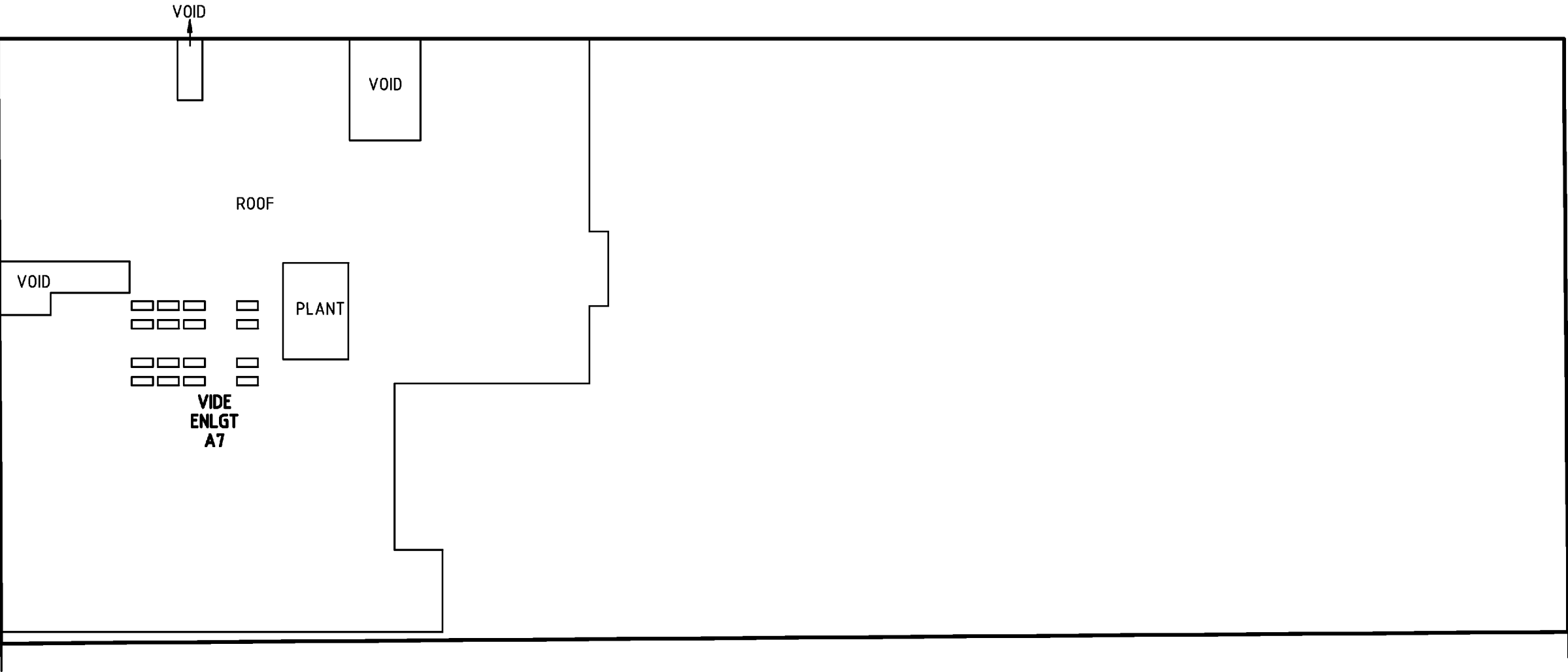
STREET

FIFTH

STREET

SIXTH

STREET



VOID

VOID

ROOF

VOID

PLANT

VIDE  
ENLGT  
A7

C28285

FIFTH LEVEL PLAN

ENLARGEMENT A7

NOT TO SCALE



A/C SUB 301	A/C SUB 304	A/C SUB 403	A/C SUB 404
A/C SUB 303	A/C SUB 402	A/C SUB 401	A/C SUB 302
A/C SUB 201	A/C SUB 202	A/C SUB 102	A/C SUB 104
A/C SUB 203	A/C SUB 204	A/C SUB 103	A/C SUB 101

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REFERENCE A080014COMM(F)

JG 5/08/2016

# LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	209	
2	284	
3	284	
4	209	
101	281	
102	265	
103	294	
104	271	
105	284	
106	284	
107	271	
<b>AGGREGATE</b>		

COMMUNITY PLAN NUMBER

# C40631

SHEET 1 OF 4

ACCEPTED

*Mark McEil* 14/9/2016

PRO REGISTRAR-GENERAL

DEV. No. 252 : C202 : 16

CERTIFICATE OF LAND VALUER

I, Lincoln C. McEwen.....  
being a land valuer within the meaning of the  
Land Valuers Act 1994 certify that this  
schedule is correct for the purposes of the  
Community Titles Act 1996.

Dated the 16 day of August 20 16

.....  
Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
108	357	
109	222	
110	281	
201	274	
202	268	
203	297	
204	274	
205	287	
206	287	
207	274	
208	297	
AGGREGATE		

COMMUNITY PLAN NUMBER

C40631

SHEET 2 OF 4

ACCEPTED

*Mark McNeil* 14/9/2016  
PRO REGISTRAR-GENERAL

DEV. No. 252 : C202 : 16

CERTIFICATE OF LAND VALUER

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Dated the 16 day of August 20 16

*[Signature]*  
.....  
Signature of Land Valuer

# LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
209	268	
210	274	
301	277	
302	225	
303	360	
304	278	
305	278	
306	299	
307	271	
308	277	
401	281	
<b>AGGREGATE</b>		

COMMUNITY PLAN NUMBER

# C40631

SHEET 3 OF 4

ACCEPTED

*Mark McNeil 14/9/2016*  
PRO REGISTRAR-GENERAL

DEV. No. 252 : C202 : 16

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Dated the 16 day of August 20 16

.....  
Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
402	274	
403	303	
404	281	
AGGREGATE	10000	

COMMUNITY PLAN NUMBER

C40631

SHEET 4      OF 4

ACCEPTED

*Mark McEwen* 14/9/2016

PRO REGISTRAR-GENERAL

DEV. No. 252      : C202 : 16

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Dated the 16 day of August 20 16

*[Signature]*  
.....  
Signature of Land Valuer

# Sinking Fund Budget

53 Gibson Street

Bowden SA 5071

Community Corporation 40631



Report details	
Inspection date:	15/12/2021
Inspector:	Bruce Simpson

## NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

## QUEENSLAND

9 Gardner Close, Milton 4064  
PO Box 1584 Milton 4064

## VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



16/12/2021

The Managing Committee  
Community Corporation 40631  
53 Gibson Street  
Bowden SA 5071

Dear Committee Members,

**Thank you for appointing our company to conduct your Sinking Fund Budget.**

Based on our survey of your property, we have determined that the Strata Corporation will need to increase its contributions in order to cover its forecast maintenance fund expenses. We strongly recommend that the levies be set at the level shown in this plan.

This budget should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Strata Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$0.20
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$2,000.00

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	9
Inspector's Building Report & Building Specific Report Notes	17
Report Notes	18

**All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)**

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email [enquiry@solutionsinengineering.com](mailto:enquiry@solutionsinengineering.com).

Yours sincerely,



The Team at Solutions in Engineering

## Building Details & Report Inputs

### Supplied information

Building Address	53 Gibson Street Bowden SA 5071
Community Corporation No.	40631
Plan Type	Community Corporation
Registered Plan Date/Year of Construction	
Number of Unit Entitlements	10000
Number of Units	36
Estimated Sinking Fund Balance	\$31,462
Starting date of Financial Year for Report	1/12/2020
GST Status	Not Registered for GST
Current Sinking Fund Levy per Lot Entitlement	\$0.20

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	1.70%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 1 - 3	1.28%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the forecasts	15 years

### 15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Lot Entitlement	Quarterly Contribution
1	30/11/2021	2,000.00	0.20	0.05
2	30/11/2022	20,000.00	2.00	0.50
3	30/11/2023	20,600.00	2.06	0.52
4	30/11/2024	21,218.00	2.12	0.53
5	30/11/2025	21,854.54	2.19	0.55
6	30/11/2026	22,510.18	2.25	0.56
7	30/11/2027	23,185.49	2.32	0.58
8	30/11/2028	23,881.05	2.39	0.60
9	30/11/2029	24,597.48	2.46	0.62
10	30/11/2030	25,335.40	2.53	0.63
11	30/11/2031	26,095.46	2.61	0.65
12	30/11/2032	26,878.32	2.69	0.67
13	30/11/2033	27,684.67	2.77	0.69
14	30/11/2034	28,515.21	2.85	0.71
15	30/11/2035	29,370.67	2.94	0.74



## 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	30/11/2021	31,462.00	2,000.00	322.87	14,475.00	19,309.87
2	30/11/2022	19,309.87	20,000.00	321.10	8,448.00	31,182.97
3	30/11/2023	31,182.97	20,600.00	530.98	0.00	52,313.95
4	30/11/2024	52,313.95	21,218.00	1,272.44	12,740.00	62,064.39
5	30/11/2025	62,064.39	21,854.54	1,484.16	14,058.00	71,345.09
6	30/11/2026	71,345.09	22,510.18	1,607.92	22,274.00	73,189.19
7	30/11/2027	73,189.19	23,185.49	1,782.58	11,112.00	87,045.26
8	30/11/2028	87,045.26	23,881.05	2,227.18	0.00	113,153.49
9	30/11/2029	113,153.49	24,597.48	2,822.68	0.00	140,573.65
10	30/11/2030	140,573.65	25,335.40	3,203.16	21,757.00	147,355.21
11	30/11/2031	147,355.21	26,095.46	3,296.90	27,748.00	148,999.57
12	30/11/2032	148,999.57	26,878.32	3,582.73	6,413.00	173,047.62
13	30/11/2033	173,047.62	27,684.67	4,205.02	0.00	204,937.31
14	30/11/2034	204,937.31	28,515.21	2,827.48	187,058.00	49,222.00
15	30/11/2035	49,222.00	29,370.67	1,243.80	17,255.00	62,581.47

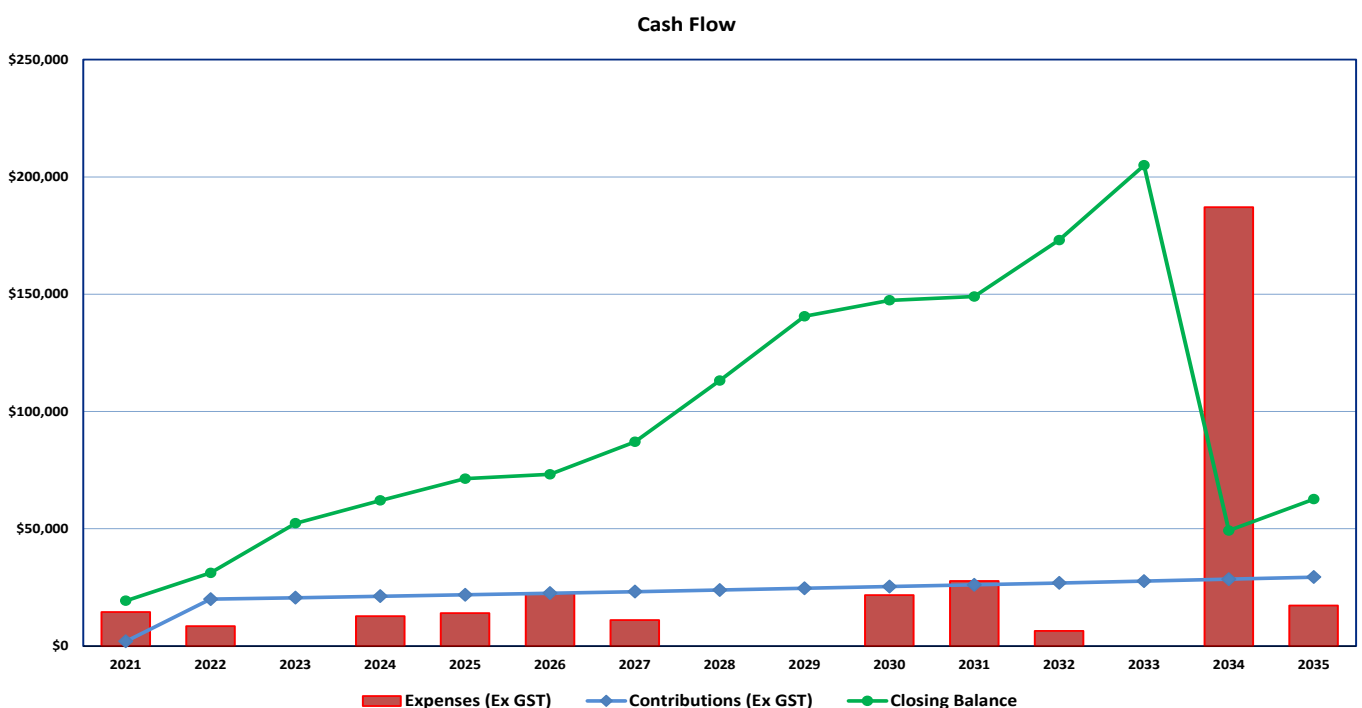
## 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



## What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

### 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:

**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	30/11/2021	31,462.00	2,000.00	322.87	14,475.00	19,309.87
2	30/11/2022	19,309.87	2,060.00	206.28	8,448.00	13,128.15
3	30/11/2023	13,128.15	2,121.80	181.62	0.00	15,431.57
4	30/11/2024	15,431.57	2,185.45	0.00	12,740.00	4,877.02
5	30/11/2025	4,877.02	2,251.01	0.00	14,058.00	-6,929.97
6	30/11/2026	-6,929.97	2,318.54	0.00	22,274.00	-26,885.43
7	30/11/2027	-26,885.43	2,388.10	0.00	11,112.00	-35,609.33
8	30/11/2028	-35,609.33	2,459.74	0.00	0.00	-33,149.59
9	30/11/2029	-33,149.59	2,533.53	0.00	0.00	-30,616.06
10	30/11/2030	-30,616.06	2,609.54	0.00	21,757.00	-49,763.52
11	30/11/2031	-49,763.52	2,687.83	0.00	27,748.00	-74,823.69
12	30/11/2032	-74,823.69	2,768.46	0.00	6,413.00	-78,468.23
13	30/11/2033	-78,468.23	2,851.51	0.00	0.00	-75,616.72
14	30/11/2034	-75,616.72	2,937.06	0.00	187,058.00	-259,737.66
15	30/11/2035	-259,737.66	3,025.17	0.00	17,255.00	-273,967.49

### 15 Year Cash Flow Graph

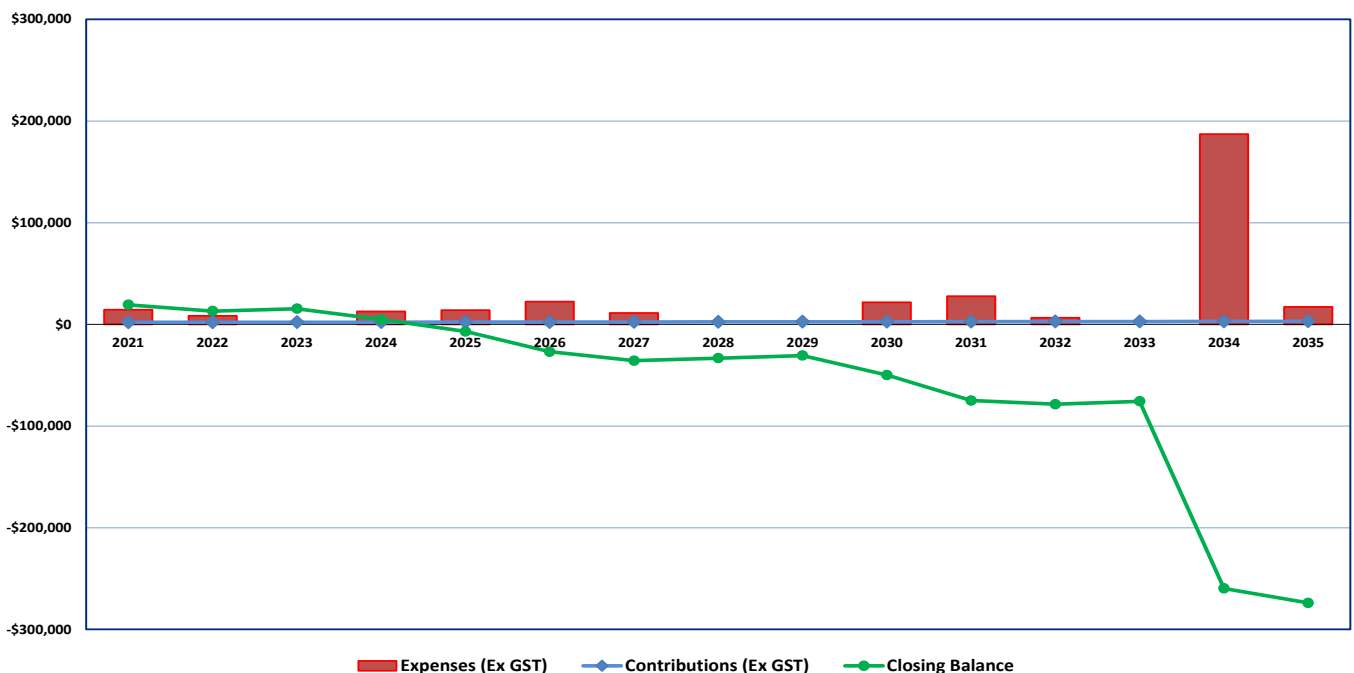
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Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.

Cash Flow - Projection at Current Rate



## Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

**'Expenditure Items'** - lists the different areas and items of expenditure.

**'Current Cost'** - shows the current maintenance expenditure costs in today's dollars.

**'Year 1' to 'Year 15'** - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
<b>1. BUILDING EXTERIOR</b>																
Repaint timber door	1,050	-	-	-	1,147	-	-	-	-	-	-	-	-	-	1,542	-
Repaint ceilings (balcony and walkway)	16,294	-	-	-	17,805	-	-	-	-	-	-	-	-	-	23,928	-
Repaint external walls	57,536	-	-	-	62,871	-	-	-	-	-	-	-	-	-	84,494	-
Repaint columns / posts	4,159	-	-	-	4,545	-	-	-	-	-	-	-	-	-	6,108	-
Repaint canopy structure	871	-	-	-	952	-	-	-	-	-	-	-	-	-	1,279	-
Repaint downpipes	2,890	-	-	-	3,158	-	-	-	-	-	-	-	-	-	4,244	-
Repair metal louvre (total: 20)	2,650	-	-	-	-	2,983	-	-	-	-	-	-	-	-	-	4,008
Repair metal screens	1,650	-	-	-	-	1,857	-	-	-	-	-	-	-	-	-	2,496
Repair glass canopy (entry)	770	-	-	-	-	867	-	-	-	-	-	-	-	-	-	1,165
Repair perforated panels	770	-	-	-	-	867	-	-	-	-	-	-	-	-	-	1,165
Repair downpipes (total: 117lm) - 5%	442	-	455	-	-	-	-	-	-	-	-	-	612	-	-	-
Repair PC aluminium framed and glazed panel balustrade (total: 63lm) - 5%	409	409	-	-	-	-	-	-	-	-	-	550	-	-	-	-
Repair windows (allowance)	1,060	-	1,092	-	-	-	-	-	-	-	-	-	1,467	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>409</b>	<b>1,547</b>	<b>0</b>	<b>90,478</b>	<b>6,574</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>550</b>	<b>2,079</b>	<b>0</b>	<b>121,595</b>	<b>8,834</b>
<b>2. ROOFING</b>																
Replace metal roofing 0.6mm Zinalume-including closing ends and lipping	97,454	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair metal roofing (total: 1298m2) - 1%	1,171	1,171	-	-	-	-	-	-	-	-	-	1,574	-	-	-	-
Repair metal roof flashings (total: 268lm)	990	990	-	-	-	-	-	-	-	-	-	1,330	-	-	-	-
Repair anchor points	1,250	-	-	-	-	1,407	-	-	-	-	1,631	-	-	-	-	1,891
Repair roof access systems	990	-	-	-	-	1,114	-	-	-	-	1,292	-	-	-	-	1,497
Repair roof access hatch	790	-	-	-	-	889	-	-	-	-	1,031	-	-	-	-	1,195
Replace edge safety protection	734	734	-	-	-	-	-	-	-	-	-	986	-	-	-	-
Repair box guttering (total: 162lm) - 3%	497	497	-	-	-	-	-	-	-	-	-	668	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>3,392</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,410</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,954</b>	<b>4,558</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,583</b>

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
<b>3. PRELIMINARIES</b>																
Work at heights access and site setup	9,500	-	-	-	10,381	-	-	-	-	-	-	-	-	-	13,951	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>10,381</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,951</b>	<b>0</b>
<b>4. INTERNAL FOYER AND WALKWAYS</b>																
Repaint fibre reinforced cement ceiling	4,555	-	-	-	4,977	-	-	-	-	-	-	-	-	-	6,689	-
Repaint internal walls	8,226	-	-	-	8,989	-	-	-	-	-	-	-	-	-	12,080	-
Repaint unit door	3,676	-	-	-	4,017	-	-	-	-	-	-	-	-	-	5,398	-
Replace tiled walkway	33,578	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair tiled walkway (total: 204m2) - 3%	988	988	-	-	-	-	1,145	-	-	-	-	1,328	-	-	-	-
Replace mirror panels	5,170	-	-	-	-	-	-	-	-	-	6,746	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>988</b>	<b>0</b>	<b>0</b>	<b>17,983</b>	<b>0</b>	<b>1,145</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,746</b>	<b>1,328</b>	<b>0</b>	<b>0</b>	<b>24,167</b>	<b>0</b>
<b>5. STAIRWELLS</b>																
Repaint service door - 2 x sides and frame	994	-	-	-	1,086	-	-	-	-	-	-	-	-	-	1,460	-
Replace door closer	890	890	-	-	-	-	-	-	-	-	-	1,196	-	-	-	-
Replace anti-slip tread (total: 162) - 10%	779	-	-	-	-	877	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>890</b>	<b>0</b>	<b>0</b>	<b>1,086</b>	<b>877</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,196</b>	<b>0</b>	<b>0</b>	<b>1,460</b>	<b>0</b>
<b>6. BATHROOMS AND STORAGE ROOMS</b>																
Repaint internal ceilings	171	-	-	-	187	-	-	-	-	-	-	-	-	-	251	-
Repaint wall	411	-	-	-	449	-	-	-	-	-	-	-	-	-	604	-
Repaint door	228	-	-	-	249	-	-	-	-	-	-	-	-	-	335	-
Repair tactile tile (total: 15m2) - 20%	303	303	-	-	-	-	351	-	-	-	-	407	-	-	-	-
Replace plumbing fixtures and fittings (allowance)	1,850	-	-	-	-	-	-	2,209	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>303</b>	<b>0</b>	<b>0</b>	<b>885</b>	<b>0</b>	<b>351</b>	<b>2,209</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>407</b>	<b>0</b>	<b>0</b>	<b>1,190</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
<b>7. CAR PARK &amp; DRIVEWAY</b>																
Repair concrete (total: 964m2) - 2%	1,005	1,005	-	-	-	-	1,165	-	-	-	-	1,351	-	-	-	-
Repaint line marking	6,161	-	-	-	-	-	7,142	-	-	-	-	8,280	-	-	-	-
Replace wheel stops (total: 36) - 2%	212	212	-	-	-	-	-	-	-	-	-	285	-	-	-	-
Hire trades and labour - plumber (allowance)	1,250	1,250	-	-	-	-	-	-	-	-	-	1,680	-	-	-	-
Replace sectional overhead door motor	4,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair automatic doors (allowance for 2 doors)	2,200	2,200	-	-	-	-	2,550	-	-	-	-	2,957	-	-	-	-
Repair tactile tile (total: 8m2) - 20%	202	202	-	-	-	-	234	-	-	-	-	271	-	-	-	-
Replace tactile tile	808	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace storage sheds / pods	1,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace bicycle rack (allowance)	600	-	-	-	-	-	-	716	-	-	-	-	-	-	-	-
Repaint timber door	350	-	-	-	382	-	-	-	-	-	-	-	-	-	514	-
Replace ribbed sheet fence	2,212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair ribbed sheet fence - bin area (total: 19lm) - 10%	233	-	-	-	-	-	-	-	-	-	304	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>4,869</b>	<b>0</b>	<b>0</b>	<b>382</b>	<b>0</b>	<b>11,091</b>	<b>716</b>	<b>0</b>	<b>0</b>	<b>304</b>	<b>14,824</b>	<b>0</b>	<b>0</b>	<b>514</b>	<b>0</b>
<b>8. EXTERNAL WALKWAYS</b>																
Repair plumbing pipework (allowance)	550	550	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair metal grille (allowance) (total: 58lm)	1,500	-	-	-	-	1,688	-	-	-	-	-	-	-	-	-	2,269
Repaint metal screen post	542	-	-	-	592	-	-	-	-	-	-	-	-	-	796	-
Repair / repaint seats (total: 12)	1,860	-	1,916	-	-	-	-	2,221	-	-	-	-	2,575	-	-	-
Replace tiled walkway	58,927	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair tiled walkway (total: 358m2) - 1%	658	658	-	-	-	-	763	-	-	-	-	884	-	-	-	-
Repair reticulation system (allowance)	750	-	773	-	-	-	-	896	-	-	-	-	1,038	-	-	-
Repair liquid acrylic membrane (total: 208m2) - 2%	205	-	-	-	-	231	-	-	-	-	-	-	-	-	-	-
Replace liquid acrylic membrane	10,660	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Upgrade - garden and planter boxes (allowance)	2,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>1,208</b>	<b>2,688</b>	<b>0</b>	<b>592</b>	<b>1,919</b>	<b>763</b>	<b>3,117</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>884</b>	<b>3,613</b>	<b>0</b>	<b>796</b>	<b>2,269</b>
<b>9. FENCING AND WALLS</b>																
Replace metal slat fence	5,183	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair metal slat fence (total: 52lm) - 2%	100	-	103	-	-	-	-	-	-	-	-	-	138	-	-	-
Replace mailbox	2,535	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace common area signage (allowance)	1,100	-	-	-	1,202	-	-	-	-	-	-	-	-	-	1,615	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>103</b>	<b>0</b>	<b>1,202</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>138</b>	<b>0</b>	<b>1,615</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)	Year 6 (2026)	Year 7 (2027)	Year 8 (2028)	Year 9 (2029)	Year 10 (2030)	Year 11 (2031)	Year 12 (2032)	Year 13 (2033)	Year 14 (2034)	Year 15 (2035)
<b>10. ELECTRICAL</b>																
Replace electrical switchboards (total: 2)	18,525	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Test electrical switchboard	3,245	-	3,342	-	-	-	3,762	-	-	-	4,234	-	-	-	4,765	-
Replace intercom entry system	3,400	-	-	-	-	-	-	4,060	-	-	-	-	-	-	-	-
Maintain security access system (allowance)	1,100	1,100	-	-	-	-	1,275	-	-	-	-	1,478	-	-	-	-
Replace security access key system	3,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace security surveillance camera	710	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace sump pump	5,650	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace hot water circulating pump	1,720	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace instantaneous electric hot water unit	3,480	-	-	-	-	-	-	-	-	-	4,541	-	-	-	-	-
Replace raypak storage tank (430L)	2,827	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair roof mounted ventilation system	2,950	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace exhaust fan	1,606	-	-	-	-	-	1,862	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>1,100</b>	<b>3,342</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,899</b>	<b>4,060</b>	<b>0</b>	<b>0</b>	<b>8,775</b>	<b>1,478</b>	<b>0</b>	<b>0</b>	<b>4,765</b>	<b>0</b>
<b>11. LIFTS</b>																
Replace lift interior	19,322	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace passenger lift	190,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace passenger lifts - per additional floor (base price includes 2 floors)	19,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair lift motor (up to 5 floors)	23,395	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace sump pump	5,650	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>12. SPECIAL EXPENDITURE</b>																
ALLOWANCE ONLY-As per itemised report (Excludes line marking)	-101,953	-	-	-	111,407	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>111,407</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total (Incl. GST)</b>		<b>13,159</b>	<b>7,680</b>	<b>0</b>	<b>11,582</b>	<b>12,780</b>	<b>20,249</b>	<b>10,102</b>	<b>0</b>	<b>0</b>	<b>19,779</b>	<b>25,225</b>	<b>5,830</b>	<b>0</b>	<b>170,053</b>	<b>15,686</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>1,316</b>	<b>768</b>	<b>0</b>	<b>1,158</b>	<b>1,278</b>	<b>2,025</b>	<b>1,010</b>	<b>0</b>	<b>0</b>	<b>1,978</b>	<b>2,523</b>	<b>583</b>	<b>0</b>	<b>17,005</b>	<b>1,569</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>14,475</b>	<b>8,448</b>	<b>0</b>	<b>12,740</b>	<b>14,058</b>	<b>22,274</b>	<b>11,112</b>	<b>0</b>	<b>0</b>	<b>21,757</b>	<b>27,748</b>	<b>6,413</b>	<b>0</b>	<b>187,058</b>	<b>17,255</b>

## Building Data List from the Property Inspection for Community Corporation 40631

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life the item after it is replaced, repaired or reed.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. BUILDING EXTERIOR</b>							
Repaint timber door	12	ea	87.52	1,050.00	4	10	Ongoing painting program
Repaint ceilings (balcony and walkway)	744	m2	21.90	16,294.00	4	10	Ongoing painting program
Repaint external walls	2518	m2	22.85	57,536.00	4	10	Ongoing painting program
Repaint columns / posts	182	lm	22.85	4,159.00	4	10	Ongoing painting program
Repaint canopy structure	36	lm	24.20	871.00	4	10	Ongoing painting program
Repaint downpipes	117	lm	24.70	2,890.00	4	10	Ongoing painting program
Repair metal louvre (total: 20)	1	item	2,650.00	2,650.00	5	10	Repair as required
Repair metal screens	1	item	1,650.00	1,650.00	5	10	Repair as required
Repair glass canopy (entry)	1	item	770.00	770.00	5	10	Repair as required
Repair perforated panels	1	item	770.00	770.00	5	10	Repair as required
Repair downpipes (total: 117lm) - 5%	6	lm	73.68	442.00	2	10	Repair as required
Repair PC aluminium framed and glazed panel balustrade (total: 63lm) - 5%	3	lm	136.25	409.00	1	10	Repair as required
Repair windows (allowance)	4	item	265.00	1,060.00	2	10	Provision towards window repairs
<b>2. ROOFING</b>							
Replace metal roofing 0.6mm Zinalume-including closing ends and lipping	1298	m2	75.08	97,454.00	40	60	Replace as required
Repair metal roofing (total: 1298m2) - 1%	13	m2	90.10	1,171.00	1	10	Repair as required
Repair metal roof flashings (total: 268lm)	1	item	990.00	990.00	1	10	Repair as required
Repair anchor points	1	item	1,250.00	1,250.00	5	5	Repair as required
Repair roof access systems	1	item	990.00	990.00	5	5	Repair as required
Repair roof access hatch	2	item	395.00	790.00	5	5	Repair as required
Replace edge safety protection	4	lm	183.47	734.00	1	10	Repair as required
Repair box guttering (total: 162lm) - 3%	5	lm	99.36	497.00	1	10	Repair as required
<b>3. PRELIMINARIES</b>							
Work at heights access and site setup	1	item	9,500.00	9,500.00	4	10	Ongoing painting program



Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>4. INTERNAL FOYER AND WALKWAYS</b>							
Repaint fibre reinforced cement ceiling	208	m2	21.90	4,555.00	4	10	Ongoing painting program
Repaint internal walls	424	m2	19.40	8,226.00	4	10	Ongoing painting program
Repaint unit door	42	ea	87.52	3,676.00	4	10	Ongoing painting program
Replace tiled walkway	204	m2	164.60	33,578.00	26	30	Replace as required
Repair tiled walkway (total: 204m2) - 3%	6	m2	164.60	988.00	1	5	Repair as required
Replace mirror panels	22	m2	235.00	5,170.00	10	15	Replace as required
<b>5. STAIRWELLS</b>							
Repaint service door - 2 x sides and frame	11	ea	90.34	994.00	4	10	Scheduled painting program
Replace door closer	1	ea	890.43	890.00	1	10	Replace as required
Replace anti-slip tread (total: 162) - 10%	16	ea	48.67	779.00	5	15	Replace as required
<b>6. BATHROOMS AND STORAGE ROOMS</b>							
Repaint internal ceilings	6	m2	28.47	171.00	4	10	Scheduled painting program
Repaint wall	18	m2	22.85	411.00	4	10	Ongoing painting program
Repaint door	2	ea	113.78	228.00	4	10	Scheduled painting program
Repair tactile tile (total: 15m2) - 20%	3	ea	101.00	303.00	1	5	Repair as required
Replace plumbing fixtures and fittings (allowance)	1	item	1,850.00	1,850.00	7	20	Replace as required
<b>7. CAR PARK &amp; DRIVEWAY</b>							
Repair concrete (total: 964m2) - 2%	19	m2	52.90	1,005.00	1	5	Repair as required. Estimate only, quotations required
Repaint line marking	333	lm	18.50	6,161.00	6	5	Ongoing painting program
Replace wheel stops (total: 36) - 2%	1	ea	211.91	212.00	1	10	Replace as required
Hire trades and labour - plumber (allowance)	1	item	1,250.00	1,250.00	1	10	As required
Replace sectional overhead door motor	2	ea	2,030.00	4,060.00	16	10	Replace as required
Repair automatic doors (allowance for 2 doors)	1	item	2,200.00	2,200.00	1	5	Repair as required
Repair tactile tile (total: 8m2) - 20%	2	ea	101.00	202.00	1	5	Repair as required
Replace tactile tile	8	ea	101.00	808.00	20	30	Replace as required
Replace storage sheds / pods	1	item	1,100.00	1,100.00	16	30	Replace as required
Replace bicycle rack (allowance)	1	item	600.00	600.00	7	50	Replace as required
Repaint timber door	4	ea	87.52	350.00	4	10	Ongoing painting program
Replace ribbed sheet fence	19	lm	116.40	2,212.00	20	40	Replace as required
Repair ribbed sheet fence - bin area (total: 19lm) - 10%	2	lm	116.40	233.00	10	20	Repair as required




Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>8. EXTERNAL WALKWAYS</b>							
Repair plumbing pipework (allowance)	1	item	550.00	550.00	1	15	Repair as required
Repair metal grille (allowance) (total: 58lm)	1	item	1,500.00	1,500.00	5	10	Repair as required
Repaint metal screen post	58	lm	9.35	542.00	4	10	Ongoing painting program
Repair / repaint seats (total: 12)	12	m2	155.00	1,860.00	2	5	Repair as required
Replace tiled walkway	358	m2	164.60	58,927.00	25	30	Replace as required
Repair tiled walkway (total: 358m2) - 1%	4	m2	164.60	658.00	1	5	Repair as required
Repair reticulation system (allowance)	1	item	750.00	750.00	2	5	Repair as required
Repair liquid acrylic membrane (total: 208m2) - 2%	4	m2	51.25	205.00	5	50	Repair as required
Replace liquid acrylic membrane	208	m2	51.25	10,660.00	22	25	Replace as required
Upgrade - garden and planter boxes (allowance)	1	item	2,500.00	2,500.00	20	25	Replace as required
<b>9. FENCING AND WALLS</b>							
Replace metal slat fence	52	lm	99.67	5,183.00	20	40	Replace as required
Repair metal slat fence (total: 52lm) - 2%	1	lm	99.67	100.00	2	10	Repair as required
Replace mailbox	39	ea	65.00	2,535.00	16	30	Replace as required
Replace common area signage (allowance)	1	item	1,100.00	1,100.00	4	10	Replace as required
<b>10. ELECTRICAL</b>							
Replace electrical switchboards (total: 2)	39	per unit	475.00	18,525.00	20	40	Replace as required
Test electrical switchboard	2	item	1,622.67	3,245.00	2	4	Ongoing maintenance program
Replace intercom entry system	2	ea	1,700.00	3,400.00	7	20	Replace as required
Maintain security access system (allowance)	1	ea	1,100.00	1,100.00	1	5	Repair as required
Replace security access key system	2	ea	1,950.00	3,900.00	16	20	Replace as required
Replace security surveillance camera	1	ea	710.00	710.00	16	10	Replace as required
Replace sump pump	2	ea	2,825.00	5,650.00	20	10	Replace as required
Replace hot water circulating pump	2	ea	860.00	1,720.00	16	15	Replace as required
Replace instantaneous electric hot water unit	4	ea	870.00	3,480.00	10	15	Replace as required
Replace raypak storage tank (430L)	1	ea	2,827.38	2,827.00	16	25	Replace as required
Repair roof mounted ventilation system	1	ea	2,950.31	2,950.00	16	20	Repair as required
Replace exhaust fan	1	ea	1,605.82	1,606.00	6	20	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>11. LIFTS</b>							
Replace lift interior	2	item	9,661.01	19,322.00	20	20	Replace as required
Replace passenger lift	2	ea	95,000.00	190,000.00	40	30	Replace as required
Replace passenger lifts - per additional floor (base price includes 2 floors)	2	floors	9,500.00	19,000.00	40	40	Replace as required
Repair lift motor (up to 5 floors)	2	ea	11,697.65	23,395.00	16	20	Repair as required
Replace sump pump	2	ea	2,825.00	5,650.00	16	20	Replace as required
<b>12. SPECIAL EXPENDITURE</b>							
Allowance only - As per itemised report (excludes line marking)	1	item	-101,953.00	-101,953.00	4	0	Once only





Building Photo Section

Item Group	Photo	Comment
Building exterior		

Item Group	Photo	Comment
Internal foyer and walkways		
		
		
Stairwells		



Item Group	Photo	Comment
Car park and driveway		
External walkways		
Fencing and walls		

Item Group	Photo	Comment
Lifts	<div></div>	

## Inspector's Report for Community Corporation 40631

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1. **INFLATION** - It is necessary to offset the effects of inflation of construction materials and labour costs and to ensure that adequate funds are available to provide for major works which frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report be updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **FINANCIAL YEAR ALREADY STARTED** - Starting levies in this report have already been set. Any adjustments will be made from the following financial year onwards.
4. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
5. **PAINTED METAL** - Some painted metal items show signs of wear and / or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
6. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
7. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to scaffolding, boom lifts, cherry pickers, etc.
8. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
9. **LIFTS** - After 25 years of service, lifts may reach the end of their cost-effective life. From this point lifts may experience decreasing performance along with an increase in required service.
10. **METAL ROOFS** - Metal roofs may have a service life of 60 years or more with proper care and maintenance.
11. **SPECIAL LEVY RECOMMENDATION** - A special levy of the amount of \$101,953.00 has been added to year 4. (Note. Estimate only) This amount is to cover the expenditure of \$101,593.00 for a FULL REPAINT. Note. Firm quotations should be sourced at least 12 months prior to the scheduled repaint

## Report Notes

### Sinking Fund Budget (SA)

*This budget satisfies the current requirements of Section 26 and 27 of the Strata Titles Act 1988 (SA). The legislation states:-*

#### **25—Functions**

*The functions of the strata corporation are as follows:*

*(a) to administer and maintain the common property for the benefit of the unit holders and, to such extent as may be appropriate, other members of the strata community.*

#### **27—Power to raise money**

*(1) A strata corporation may raise such funds (including reserve funds for future expenditure of a capital nature) as it thinks necessary.*

*(2) For the purpose of raising funds the strata corporation may, by resolution, levy contributions against all unit holders.*

*(3) The contributions—*

*(a) will be proportional to the unit entitlements of the various units; or*

*(b) will be determined on such other basis as the strata corporation decides by unanimous resolution.*

*(4) A strata corporation may, by ordinary resolution –*

*(a) permit contributions to be paid in instalments specified in the resolution; and*

*(b) fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.*

#### **THIS REPORT DEALS WITH THE SINKING FUND BUDGET.**

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Strata Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation, and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Strata Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are considered.

**Administration Budget** - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Corporation Committee / Representative.

**Fire Maintenance** – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Corporation Committee / Representative.



**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Corporation) for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Strata Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Strata Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**



**BY-LAWS**

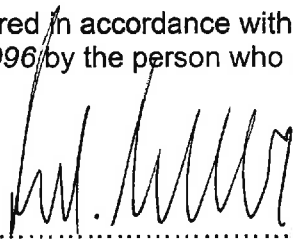
**COMMUNITY CORPORATION NO. 40631 INCORPORATED**

**PURSUANT TO SECTION 34 OF THE COMMUNITY TITLES  
ACT 1996**

**COMMUNITY DIVISION**

**LOT 213 FIFTH STREET, BOWDEN**

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



Date: 1 September 2016

Full Name: Richard Neville McNeil

Address: Level 5, 63 Pirie Street Adelaide SA 5000

COMMUNITY CORPORATION NO. 40631 INCORPORATED

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**COMMUNITY TITLES ACT, 1996**

**BY-LAWS**

**COMMUNITY TITLE NO. 40631 INCORPORATED**

**IMPORTANT NOTICE**

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

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

**PART 1 – DEFINITIONS**

**1. BY-LAW 1 – DEFINITION**

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

- 1.1 **“Act”** means the Community Titles Act 1996 as amended;
- 1.2 **“Builder”** means the builder appointed by the Developer to construct the Building;
- 1.3 **“Building”** means any building constructed wholly or partly on the Community Parcel;
- 1.4 **“Common Property”** means the Common Property created by Community Plan No.;
- 1.5 **“Corporation”** means Community Corporation No. 40631 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the corporation appointed in writing;
- 1.6 **“Community Parcel”** means the whole of the land comprised in the Community Plan;
- 1.7 **“Community Plan”** means Community Corporation Plan No. C40631;
- 1.8 **“Developer”** means Emmett Projects Pty Ltd;
- 1.9 **“Lot”** means a Community Lot comprised in the Community Plan;
- 1.10 **“Lot Holder”** means the owner of a lot;
- 1.11 **“Management Agreement”** means any Agreement appointing the Manager pursuant to Section 75(5) of and Regulation 15 to the Act;

- 1.12 **"Manager"** means the Company for the time being appointed by the Corporation as its Manager and a reference in these By-Laws to the Corporation shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires;
- 1.13 **"Occupier"** of a lot includes, if a lot is unoccupied, the Lot Holder;
- 1.14 **"Residential Allotment Encumbrance"** means the Memorandum of Encumbrance in favour of Urban Renewal Authority registered over each of the Lots a copy of which is annexed to these Bylaws;
- 1.15 **"rules"** means the rules made by the Corporation pursuant to the powers contained in these By-Laws;
- 1.16 **"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; and
- 1.17 **"Urban Design Guidelines"** has the same meaning as that term has in the Residential Allotment Encumbrance.
- 1.18 Unless the contrary intention appears the following applies:
- 1.18.1 a reference to an instrument includes any variation or replacement of it;
- 1.18.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;
- 1.18.3 the singular includes the plural and vice versa;
- 1.18.4 the word **"person"** includes a firm, a body corporate, an association or an authority;
- 1.18.5 words of any gender include every gender;
- 1.18.6 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking notation) and assigns;
- 1.18.7 a reference to a day is the reference to the period of time commencing at midnight and ending twenty four (24) hours later; and
- 1.18.8 headings are inserted for convenience and do not effect the interpretation of these By-Laws.
- 1.18.9 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 person to whom they are given.

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

## **PART 2 – MANDATORY BY-LAWS**

### **2. BY-LAW 2 – RESPONSIBILITY OF CORPORATION**

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.
- 2.3 The Corporation must keep the Common Property tidied and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, handrails and intercoms (if any)) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lot Holders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate with a third party for such party to provide such services for the benefit of Lot Holders on behalf of the Corporation.
- 2.4 The Corporation will maintain any landscaping which forms a portion of the Common Property in good repair and condition including the replacement of any vegetation which dies or becomes seriously diseased.
- 2.5 The Corporation may appoint a Management Committee which shall be responsible to assist the Corporation in the administration, management and control of the Common Property except with respect to matters concerning:
  - 2.5.1 the appointment of a Manager pursuant to By-Law 2.6;
  - 2.5.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds Ten Thousand Dollars (\$10,000.00);
  - 2.5.3 the Corporation's obligations regarding the insurance under the Act.
- 2.6 The Corporation may appoint a Manager to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.
- 2.7 The Manager may be appointed on a Management Agreement that is subject to annual review by the Corporation.
- 2.8 If on annual review the Corporation is dissatisfied with the performance of the Manager the Corporation may terminate the management Agreement.

### **3. BY-LAW 3 – THE BUILDING**

The Corporation will coordinate the security and maintenance of the Building and for this purpose may enter into an appropriate Contract with a third party for that party to provide such services for the benefit of all Lot Holders in the Building on behalf of the Corporation responsible for the administration, control and management of the Building.

**4. BY-LAW 4 – USE AND ENJOYMENT OF THE COMMON PROPERTY**

- 4.1 The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.
- 4.2 The development of any dwelling, storage shed, garage or carport on the Common Property is prohibited.
- 4.3 Any development on the common property must be approved by Urban Renewal Authority on the same basis as if the Common Property were subject to the Residential Allotment Encumbrance.

**PART 3 – COMMUNITY PARCEL**

**5. BY-LAW 5 – PROHIBITED ACTIVITIES**

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

- 5.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 5.2 make or allow their visitors to make undue noise in or about the Community Parcel;
- 5.3 interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;
- 5.4 be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another lot or the Common Property;
- 5.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;
- 5.6 damage or deface any building or sign or structure on the Community Parcel;
- 5.7 disobey any reasonable directions or requests from an officer of the Corporation;
- 5.8 carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services on any portion of the Community Parcel without the consent of the Corporation;
- 5.9 use any portion of the Community Parcel as a business premises at which goods are sold to the public by retail or at which services are provided to the public or to which the public is invited to negotiate for the sale of services without the consent of the Corporation;
- 5.10 use any portion of the Lots as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services;
- 5.11 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;



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

5.13

5.13.1 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 (but only to the extent permitted by law) 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;

5.13.2 the following penalties shall apply in respect of a contradiction of this By-Law 4.1.11(a):

- (a) first breach – Fifty Dollars (\$50.00) or such greater amount as the Corporation shall determine from time to time
- (b) second breach – One Hundred Dollars (\$100.00) or such greater amount as the Corporation shall determine from time to time
- (c) third offence – the maximum penalty prescribed under the Act.

If any breach of this By-Law continues unremedied for twenty four (24) hours then a further breach of this By-Law shall be deemed to have occurred;

5.14 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 paragraph shall not extend to running repairs in the case of breakdown;

5.14.1 mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Community Parcel without the consent of the Corporation;

5.15 rollerblade, roller skate or ride a skateboard;

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

5.17 erect, hang or fix any advertising or other signs or notices except as permitted by the policy guidelines issued from time to time by the Corporation;

5.18 allow any glazed portions of their Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;

5.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot;

- 5.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from their Lot without the consent of the Corporation except for pot plants and gas barbeques, outdoor chairs and tables;
- 5.21 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:
  - 5.21.1 extends outside the boundaries of their Lot; or
  - 5.21.2 is located on any balcony/decking; or
  - 5.21.3 protrudes from any building or balcony/decking forming part of their Lot or the Common Property;
- 5.22 without limiting By-Law 5.21 affix a satellite dish to any part of the Common Property;
- 5.23 permit any bicycle to be stored other than in either a Lot (but excluding a balcony lot subsidiary) or in the areas of the Common Property designated by the Corporation or the Manager for such purpose and fitted with bicycle racks;
- 5.24 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;
- 5.25 deliver goods to a Lot otherwise than between the hours of 6.30 am and 9.30 pm without first obtaining the written consent of the Corporation;
- 5.26 install or permit to be installed any audible security alarm or siren other than a smoke alarm;
- 5.27 use on the Community Parcel any item comprising or containing a sub-woofer or speaker at a level exceeding 80DbA;
- 5.28 place any item of furniture on any external balcony other than an item of furniture designed and intended for outdoor use; and
- 5.29 for the purpose of maintaining the visual appearance of the Building hang any painting or other wall hanging or other object on any external wall or other part of any external balcony.

**6. BY-LAW 6 – SUPPORT AND PROVISION OF SERVICES**

Except for the purpose of maintenance and renewal and with the written consent of the Corporation a Lot Holder 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:

- 6.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- 6.2 the structural and functional integrity of any part of the Common Property is impaired; or
- 6.3 the passage or provision of services through the Lot or the Common Property is interfered with.

## PART 4 – COMMON PROPERTY

### 7. BY-LAW 7 – PROHIBITED ACTIVITIES

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

- 7.1 camp or sleep overnight;
- 7.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 7.3 perform the work or repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activities) provided that this paragraph shall not extend to running repairs in the case of breakdown;
- 7.4 except as otherwise permitted in these By-Laws or by the Corporation carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;
- 7.5 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- 7.6 obstruct any landing, driveway, lobby, stairs, corridor, hallway, passage or other access way;
- 7.7 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Manager may designate as non-smoking areas from time to time;
- 7.8 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 Manager; and
- 7.9 store, place, display, use or hang any chattel or item (including without limitation any item of clothing, pot plants, barbeques, outdoor tables, chairs and other furniture) on or from any part of the Common Property without the prior written consent of the Corporation or the Manager.

### 8. BY-LAW 8 – ACCESS LICENCE

The Corporation will enter into an agreement with the Developer and the Builder pursuant to which the Corporation will grant:

- 8.1 the Developer and its authorised agent the right to access the Building and the Common Property to carry on the marketing of unsold Lots in the Building involving among other things placing signs and other marketing material on Lots which are unsold and the Common Property ("**Marketing Activities**"); and
- 8.2 the Developer and the Builder (and their respective contractors) access to the Common Property to carry out rectification and repair works ("**Repair Works**"). Neither the Corporation nor any Lot Holder or Occupier of a Lot will make any objection or bring any claim or action against either the Developer or the Builder as a consequence of anything connected with:

- 8.2.1 the Repair Works and any access rights exercised by the Developer or the Builder in respect of them and any inconvenience, nuisance, noise, dust, vibration, loss of amenity or discomfort that may result from the repair works; or
- 8.2.2 the Marketing Activities and any access rights exercised by the Developer in respect of the Marketing Activities and any inconvenience that may result from them.

**9. BY-LAW 9 – COSTS INCURRED BY THE CORPORATION**

Where there is any expense incurred by the Corporation where such expense relates to services, supplies, repairs, maintenance, the provision of services or the like, is for the exclusive benefit or use of a particular Lot Holder, then the costs of any such services, supplies, repairs, maintenance, provision of services or the like, shall be paid exclusively by the Lot Holder receiving the exclusive use or benefit of such services, supplies, repairs, maintenance, provision of services or the like.

**10. BY-LAW 10 – SECURITY OF COMMON PROPERTY**

A Lot Holder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

**11. BY-LAW 11 – COMPENSATION TO CORPORATION**

A Lot Holder 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 Lot Holder or Occupier or their respective tenants, licensees or invitees.

**12. BY-LAW 12 – 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:

- 12.1 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 Lot Holders or Occupiers of any part of the Common Property;
- 12.2 permit to the exclusion of Lot Holders 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;
- 12.3 restrict by means of a Security Key the access of Lot Holders or Occupiers;
- 12.4 restrict by means of a Security Key the access of Lot Holders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel; and
- 12.5 cancel any Security Key issued where a Lot Holder's Community Parcel is in arrears in payment of Corporation levies in excess of two (2) quarters.

## PART 5 – USE OF LOTS

### 13. BY-LAW 13 – GOOD REPAIR

A Lot Holder must:

- 13.1 maintain the Lot in good repair;
- 13.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 13.3 carry out work required by the Corporation in respect of the Lot; and
- 13.4 be responsible to maintain repair and replace the air conditioning equipment including the condenser servicing the Lot Holder's Lot.

### 14. BY-LAW 14 – USE OF LOTS

A person bound by these By-Laws:

#### 14.1

- 14.1.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose or for any purpose inconsistent with the Scheme Description; and
- 14.1.2 without limiting the provisions of By-Law 14.1.1 a Lot must be used in a manner consistent with the Urban Design Guidelines and the Residential Allotment Encumbrance;

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

#### 14.3

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

- (a) to inspect the Lot;
- (b) to carry out maintenance repairs or work; and
- (c) to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these By-Laws are being observed;

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

- 14.5 must, subject to the Act and these By-Laws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;
- 14.6 must, if requested by the Corporation, trust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 14.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the provision of By-Law;
- 14.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lot Holder or Occupier of the Lot shall ensure all the fire, security and garage doors are kept locked or secure in an operation state (as the case may be) when not in immediate use;
- 14.9 must not use or permit to be used any barbecue other than a gas or electric barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;
- 14.10 must take every responsible precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
- 14.11 must surrender all rubbish bins and all Security Keys, access cards or remote control or other access devices belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any termination on the termination of any tenancy;
- 14.12 must not store bicycles, sailboards, surfboards and other outdoor recreation or equipment in a balcony Lot subsidiary;
- 14.13 must not use a hose or high pressured water spraying device to clean the balcony of the Lot provided that the use of a garden hose for the purpose of watering plants on the balcony of a Lot shall be permitted;
- 14.14 must not display "for let", "for sale" or other such signs on or about the Lot;
- 14.15 must take every reasonable precaution to prevent items from blowing or dropping off the balcony/decking of the Lot;
- 14.16 must not conduct a garage sale on the Lot or a Lot subsidiary;
- 14.17 in order to maintain the visual appearance of the Building must not place or store any belongings or furniture on any balcony other than furniture designed for outdoor use;
- 14.18 must ensure compliance with fire laws in respect of the Lot; and
- 14.19 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

**15. BY-LAW 15 – RENOVATION AND REFURBISHMENT OF LOTS**

- 15.1 A Lot Holder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:
- 15.1.1 such person has obtained the prior written approval of the Corporation which approval shall not be unreasonably withheld and otherwise complies with the provisions of this By-Law 15;
  - 15.1.2 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;
  - 15.1.3 such person has made prior arrangements with the Corporation in relation to permitting such persons such as workers in to the Lots and make sure that such workers have appropriate current public liability insurance cover;
  - 15.1.4 such person ensures that works are only permitted to enter a Lot in the presence of the Lot Holder, the Occupier commissioning the work to be undertaken or the Corporation.
- 15.2 The Lot Holder shall ensure that:
- 15.2.1 all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
  - 15.2.2 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
  - 15.2.3 all work is undertaken only between the hours of 7.30 am and 5.30 pm on Mondays to Saturdays other than public holidays;
  - 15.2.4 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
  - 15.2.5 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lot Holder;
  - 15.2.6 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
  - 15.2.7 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lot Holders or Occupiers of any other Lots;
  - 15.2.8 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 refurbishment, renovation, alteration or additions is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;

- 15.2.9 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;
  - 15.2.10 all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as direct by the Corporation; and
  - 15.2.11 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 between the floor and the hard floor covering.
- 15.3 For the purpose of this By-Law “**prescribed work**” in relation to a Lot means:
- 15.3.1 the erection, alteration, demolition or removal of a Lot;
  - 15.3.2 the alteration of the external appears of a Lot;
  - 15.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
  - 15.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
  - 15.3.5 the installation, removal or replacement of any flooring;
  - 15.3.6 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;
  - 15.3.7 refurbishment, renovation, alterations or additions.
- 15.4 For the purpose of this By-Law “refurbishment, renovation, alterations or additions” shall without limiting their generality include the following:
- 15.4.1 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
  - 15.4.2 the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of a Lot;
  - 15.4.3 the installation, removal or replacement of any timber flooring;
  - 15.4.4 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 a Lot;
  - 15.4.5 alteration to or replacement of the front door of a Lot;
  - 15.4.6 the installation of any screen or screen door to any part of a Lot;
  - 15.4.7 alterations or repairs to any external walls, window or balcony.



**16. BY-LAW 16 – WINDOW COVERINGS**

If the Lot Holder or Occupier of a Lot elects to have fitted window treatments it must ensure that all such window treatments have fitted to them a white backing facing the exterior of the Lot. If the Lot Holder or Occupier of a Lot elects to fit window treatments than as a minimum the windows must have fitted to them a white Verosol roller blind or equivalent that are manual chain or automatically operated as per the Verosol roller blind, the specifications of which are approved by the Corporation. No other window treatments visible from outside a Lot are permitted including without limitation curtains, drapes or wooden louvers.

**17. BY-LAW 17 – BALCONIES/DECKING**

A Lot Holder or Occupier of a Lot with a balcony/decking attached is prohibited from using the balcony for:

- 17.1 hanging laundry, washing or clothing out to dry or air in public view;
- 17.2 flying flags or banners or erecting or locating other forms of advertising or promotional material;
- 17.3 letting off fireworks;
- 17.4 deliberate throwing or dropping materials or objects and must make every reasonable precaution to prevent items from blowing or dropping off the balcony/decking of the Lot;
- 17.5 emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort and privacy of any person who resides in the immediately vicinity of the relevant balcony or adjacent to the Community Parcel;
- 17.6 storage of rubbish bins;
- 17.7 installing any air conditioning unit;
- 17.8 wash down, sweep or clean balconies/decking, or water plants on balconies/decking which results in surplus water, dust or debris running or falling from the edge of the balcony/decking;
- 17.9 installing or permitting any lining or covering to enclose or attempt to enclose the balcony/decking of the Lot.

**18. BY-LAW 18 – CORPORATION MAY MAKE RULES**

The Corporation or the Manager may make rules relating to the Common Property not inconsistent with these By-Laws, the Residential Allotment Encumbrance and the Urban Design Guidelines and they shall be observed by the Lot Holders 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. The rules in force from time to time shall be as enforceable by the Corporation as if those rules formed part of these By-Laws.

19. **BY-LAW 19 – LEASE OF COMMON PROPERTY**

Subject to the provisions of the Act the Community Corporation may grant a lease of a portion of the Common Property on such terms and conditions as the Corporation deems appropriate in favour of one or more Lot Holders, Occupiers or members of the public.

20. **BY-LAW 20 – SATELLITE DISHES**

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

21. **BY-LAW 21 – OCCUPIER/LOT HOLDER OF LOT MUST KEEP LOT CLEAN AND TIDY**

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

21.2 The Occupier of a Lot must:

21.2.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and

21.2.2 comply with any requirements of the Council for the disposal of garbage.

22. **BY-LAW 22 – MOVING ARTICLES TO AND FROM LOTS**

The Lot Holder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from the Lot:

22.1 goods or furniture may be delivered to and from the 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 under the supervision of the Corporation;

22.2 goods or furniture being moved to or from the Lot shall only be carried in the lift designated from time to time by the Corporation for the purpose of carrying goods or furniture ("**Designated Lift**") but in carrying the goods or furniture in the goods lift priority shall at all times be given to passenger traffic;

22.3 before goods or furniture are carried in the Designated Lift the sides of the Designated Lift shall be covered in such manner as the Corporation shall direct to prevent scratching or damage;

22.4 goods 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 Lot Holder; and

22.5 appropriate measures must be taken to ensure that the security of the Building is maintained at all times while goods or furniture are being delivered to or removed from the Building.

**23. BY-LAW 23 – STORAGE OF FLAMMABLE LIQUIDS**

A Lot Holder or Occupier of a lot must not:

- 23.1 except with the written consent of the Corporation use or store on the 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 domestic purposes or in the fuel tank of a motor vehicle; or
- 23.2 do or permit anything which may invalidate or suspend any insurance policy effect by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

**24. BY-LAW 24 – INSURANCE**

- 24.1 The Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Buildings within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the Scheme unless otherwise consented to by the Corporation.
- 24.2 The Corporation will ensure that sufficient funds are obtained for the contributions to the administrative fund payable by the Lot Owners to enable payment of the premium for the policy of insurance.
- 24.3 Each Lot Holder shall carry their own third party property, bodily injury and contents insurance on the Lot extending to cover any person occupying the Lot Holder's Lot.
- 24.4 The policy of insurance to be carried by the Lot Holder 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 Twenty Million Dollars (\$20,000,000.00) in respect of any one (1) accident or event.
- 24.5 Proof of coverage by way of a copy of the Lot Holder's current receipted insurance schedule or policy shall be supplied to the Corporation on request.

**25. BY-LAW 25 – PROHIBITION OF DISTURBANCE**

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

**26. BY-LAW 26 – KEEPING OF PETS**

- 26.1 The Owner or Occupier of a lot must not except with the approval of the Community Corporation keep a pet other than one cat only or one small dog only (neither exceeding five (5) kilograms in weight) on the lot or other part of the Common Property.
- 26.2 Where a Owner or Occupier of a lot or any other person who is on the Common Property with a Owner or Occupier of a lot's consent (express or implied) brings or keeps a pet on the lot or any other part of the Common Property, that Owner or Occupier:
- 26.2.1 is liable to the Owner or Occupier of their lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet;
- 26.2.2 is responsible for cleaning up after the pet has used any part of another lot or any part of the Common Property; and
- 26.2.3 must if required by an ordinary resolution of the Corporation arising from persistent breaches of By-Law 26.2.1 cease to keep the pet on the lot or other part of the Common Property.

**27. BY-LAW 27 – LEASING**

Where a Lot Holder leases the Lot the Lot Holder must inform the Corporation as to the identity of the Lessee and the term of the Lease.

**28. BY-LAW 28 – CHANGE IN OWNERSHIP**

A Lot Holder must immediately notify the Corporation of:

- 28.1 any change in ownership of the Lot, or any change in address of a Lot Holder; and
- 28.2 any change in the occupancy of the Lot.

**29. BY-LAW 29 – DISPOSAL OF GARBAGE**

- 29.1 A person bound by these By-Laws must not on the Common Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
- 29.2 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.
- 29.3 The Corporation will be responsible for the collection and removal of residential waste and may appoint a contractor to attend to the collection and removal of it and will take reasonable measures to minimise disruption to Occupiers.

**30. BY-LAW 30 – OBSERVANCE OF BY-LAWS**

- 30.1 Where these By-Laws restrict the behaviour or activity of a Lot Holder or Occupier of a Lot there shall be imposed upon that Lot Holder or Occupier an obligation not to permit that behaviour or activity.
- 30.2 A Lot Holder 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.

**31. BY-LAW 31 – SALE OF LOT**

A person bound by these By-Laws:

- 31.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as not to cause a disturbance to other persons on the Community Parcel;
- 31.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel provided that this By-Law shall not apply to the Developer in respect of any Lot owned by the Developer; and
- 31.3 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

**PART 6 – GENERAL PROVISIONS**

**32. BY-LAW 32 – CORPORATION'S RIGHTS AND POWERS – UNPAID LEVIES**

- 32.1 A Lot Holder (which includes a corporation and a mortgagee in possession) must pay on demand:
- 32.1.1 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 Lot Holder's Lot by the Corporation pursuant to the Act or pursuant to the By-Laws; and
- 32.1.2 any costs that are ordered to be paid by the Lot Holder to the Corporation by any Court, Tribunal or body with authority to order the payment of costs.
- 32.2 If the Lot Holder 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 recover 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 32.1 against the levy account of the Lot Holder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.

- 32.3 If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment the amount of the unpaid contribution will bear interest at the annual rate determined by the Corporation from time to time unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation any Manager has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 32.4 If when a person becomes the Lot Holder of a Lot another person is liable in respect of the Lot to pay interest on a contribution, the Lot Holder is jointly and severally liable with the other person for the payment of the interest.
- 32.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 32.6 If the Corporation spends money to make good damage caused by a breach of the Act or of these By-Laws by any Lot Holder or the tenants, occupiers, guests, servants, employees, children, invites or licensees of the Lot Holder the Corporation may recover the amount spent as a debt in any action in any Court of competent jurisdiction from the Lot Holder of the Lot at the time when the breach occurred.

**33. BY-LAW 33 – DISPLAY OF SIGNS AND ADVERTISEMENTS**

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

**34. BY-LAW 34 – INDEMNITY AND RELEASE**

A person bound by these By-Laws shall:

- 34.1 indemnify and forever hold harmless the Corporation from and against any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to the negligence of the Corporation; and
- 34.2 occupy and use and keep the Lot at the risk in all things of the Lot Holder and the Lot Holder hereby releases to the full extent permitted by the law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except 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.

**35. BY-LAW 35 – SERVICES**

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

36. **BY-LAW 36 – PERMITS**

- 36.1 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.
- 36.2 The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel.
- 36.3 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.
- 36.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of committees as it thinks appropriate.
- 36.5 A permit holder shall comply with each and every condition of the permit.
- 36.6 Each event which is a breach of the permit shall constitute a separate offence under these By-Laws.
- 36.7 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.
- 36.8 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.

37. **BY-LAW 37 – OFFENCES**

A person who contravenes or fails to comply with the provisions of these By-Laws is guilty of an offence.

Maximum Penalty: The maximum prescribed under the Act.

38. **BY-LAW 38 – 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.

39. **BY-LAW 39 – 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.

40. **BY-LAW 40 – 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.

41. **BY-LAW 41 – NOTICE**

Any notice required to be served under these By-Laws shall be sufficiently served on the Lot Holder if left on the Lot addressed to the Lot Holder or if addressed to the Lot Holder at the last known address of the Lot Holder and forwarded by pre-paid post and if notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

42. **BY-LAW 42 – SECURITY OF COMMON PROPERTY**

A Lot Holder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

43. **BY-LAW 43 – NOTIFICATION OF DEFECTS**

A Lot Holder or Occupier of a Lot must promptly notify the Corporation or its Managing Agent on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Corporation.

44. **BY-LAW 44 – COMPENSATION TO CORPORATION**

44.1 The Lot Holder or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that Lot Holder or Occupier or their respective tenants, licensees or invitees.

44.2 In circumstances where the Corporation arranges for a service call to the Community Parcel and the reason for that service call relates to a particular lot or lots or is necessitated by reason of an act or omission of an Lot Holder or Occupier then the Corporation shall be entitled to recover the costs incurred in respect of such service call directly from the relevant Lot Holder or Occupier.

45. **BY-LAW 45 – SECURITY KEYS**

45.1 The Corporation may charge a reasonable fee for any additional Security Key required by a Lot Holder.

45.2 A Lot Holder of a Lot must exercise a high degree of caution and responsibility in making a security key available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lot Holder or the Corporation.

45.3 A Lot Holder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Lot Holder or Occupier and is not disposed of other wise than by returning it to the Corporation.

45.4 A Lot Holder or Occupier of a Lot must promptly notify the Corporation if a Security Key is lost or destroyed.



46. **BY-LAW 46 – COMPLAINTS AND APPLICATIONS**

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Corporation.

47. **BY-LAW 47 – AIR CONDITIONING EQUIPMENT**

In the event that any air conditioning equipment which provides air conditioning services exclusively to individual lots or any part thereof including any condenser is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the Lot Holder's Lot over the Common Property by virtue of the operation of Section 24(1)(c)(i) of the Act.

48. **BY-LAW 48 – VARIATION TO BY-LAWS**

Notwithstanding the provisions of the Act By-Laws 4.2, 4.3 and 14.1 cannot be varied without the prior written approval of the Urban Renewal Authority.

**ANNEXURE  
RESIDENTIAL ALLOTMENT ENCUMBRANCE**

## MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

## ESTATE AND INTEREST

Estate in Fee Simple

## ENCUMBRANCES

Nil

## ENCUMBRANCER (Full name and address)

*(the Owner)*

## ENCUMBRANCEE (Full name, address and mode of holding)

Urban Renewal Authority ABN 86 832 349 553 of Level 9, Riverside Centre, North Terrace, Adelaide SA 5000

*(the Encumbrancee)*

## OPERATIVE CLAUSE

(a) Insert the amount of the annuity or rent charge

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

(a) 10 CENTS

(b) TO BE PAID TO THE ENCUMBRANCEE

Annually as a yearly rent charge for a term of 100 years from the date of this encumbrance

(c) AT THE TIMES AND IN THE MANNER FOLLOWING

On 30 June immediately following the grant of this Encumbrance and each succeeding 30 June during the term of this Encumbrance, together with the observance of the rest of the covenants contained in this encumbrance.

**IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE** as follows:

Refer to pages 3 to 13

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## COVENANTS

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IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

In this Encumbrance:

**Allotment Control Plan** means the building envelope plan in respect of the Land attached as Annexure A to this Encumbrance..

**Approved Plans and Specifications** means those plans, designs, drawings and specifications prepared by or on behalf of the Owner for the development of the Land by the Owner that have been submitted and approved by the Encumbrancee in accordance with clause 5 of this Encumbrance.

**Bowden Project** means the Encumbrancee's intended staged development and sale of the Development Site as generally described in the Urban Design Guidelines.

**Bowden Project Stage One Site** means that area shown on the plan annexed as Annexure B to this Encumbrance.

**By-Laws** means the by-laws of the Community Corporation to which the Land is subject.

**Community Corporation** means the Community Corporation in respect of the community parcel of which the Land forms part and which the Owner is by virtue of its interest in the Land a member.

**Council** means the local government body for the area in which the Land is situated.

**Development Contract** means the Development Contract in respect to the community scheme incorporating the Land (if applicable).

**Development Site** means all of the land previously owned, or owned now or in the future by the Encumbrancee, including the Bowden Project Stage One Site, which is intended to be developed as part of the Bowden Project.

**Development Zone** means the area shown on the plan attached as Annexure C to this Encumbrance.

**Dispose** means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise.

**Encumbrance Manager** means such person(s) appointed by the Encumbrancee from time to time during the term of this Encumbrance to review the Owner's plans and specifications for the Owner's proposed development of the Land against the requirements of this Encumbrance, for the purposes of determining whether to approve the Owner's plans and specifications, which is a requirement of clause 5.1 of this Encumbrance.

**Encumbrancee** means the party described as such on page 1 of this Encumbrance and includes its successors and permitted assigns.

**Insolvency Event** means:

- (a) in relation to a company:
  - (i) a company is placed in liquidation (whether compulsory or voluntary) other than for the purposes of reconstruction or amalgamation;
  - (ii) a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act) or similar official is appointed, or steps are taken for such appointment, over any of the assets or undertakings of a company provided that the company has not taken steps to set aside such appointment and, if such steps are taken, the appointment is not set aside;

- (iii) a company enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
  - (iv) other than for the purposes of amalgamation or reconstruction, an application is made for the winding-up or dissolution of a company or a resolution is passed for the winding-up or dissolution of a company or an order is made for the winding-up of a company and such order is not set aside or such application is not dismissed within 30 days of being made; or
- (b) in relation to an individual:
- (i) a person is declared bankrupt; or
  - (ii) a person is otherwise unable to repay its debts when due and payable.

**Land** means the land described on page 1 of this Encumbrance and includes any building, structure or improvement thereon.

**Owner** means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and any other person claiming under it as owner of the whole or any part of the Land.

**Project Website** means the website developed by the Encumbrancee and which contains information specifically for the Bowden Project, with the web address of <http://www.lifemoreinteresting.com.au>, or such other website from time to time dedicated to the Bowden Project.

**Rent Charge** means the rent charge described on page 1 of this Encumbrance.

**Scheme Description** means the Scheme Description of the Community Corporation to which the Land is subject.

**Scheme Documents** means the By-Laws, Scheme Description and Development Contract.

**Subsequent Allotment** means any allotment constructed on land within the Development Zone intended for occupation (but does not include vacant land sold by the Encumbrancee for development).

**Urban Design Guidelines** means the urban design guidelines published by the Encumbrancee in respect to the building scheme that has been or will be adopted and implemented within the Bowden Project Stage One Site as amended from time to time.

## 1.2 Interpretation

In this Encumbrance, unless it is stated to the contrary:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause is a reference to a clause of this Encumbrance;
- (f) a reference to an agreement or document (including this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document;
- (g) a reference to **writing** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;
- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) a reference to conduct includes, an omission, statement or undertaking, whether or not in writing;

- (j) a reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (l) a reference to **dollars** and **\$** is to Australian currency;
- (m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (n) the meaning of general words is not limited by specific examples introduced by **including**, or **for example**, or similar expressions;
- (o) references to **agree**, **approve** or **consent** are references to agreement, approval or consent (as the case may be) in writing; and
- (p) where the consent or approval of the Encumbrancee is required under this Encumbrance such consent or approval may (at the election of the Encumbrancee) be given by the Encumbrance Manager;
- (q) nothing in this Encumbrance is to be interpreted against a party solely on the ground that the party put forward this Encumbrance or any part of it.

### 1.3 **Headings**

Headings do not affect the interpretation of this Encumbrance.

### 1.4 **Schedules and annexures**

Schedules and annexures form part of this Encumbrance.

## 2. **THE PURPOSE OF THIS ENCUMBRANCE**

The Owner grants this Encumbrance:

- 2.1 for the benefit of the Encumbrancee;
- 2.2 to charge the Land with the payment of the Rent Charge;
- 2.3 for the purpose of the common building scheme for the Development Zone and the Owner acknowledges that the covenants of this Encumbrance are for the benefit of both the Encumbrancee and for the benefit of all other persons claiming under the Encumbrancee as purchasers of any Subsequent Allotment within the Development Zone; and
- 2.4 with the intent that the covenants of this Encumbrance run with the Land and be binding also on anyone who becomes the owner of the land after the Owner.

## 3. **RENT CHARGE**

### 3.1 **Payment of Rent Charge**

Subject to clause 3.2, the Owner must pay the Rent Charge to the Encumbrancee:

- (a) during the term of this Encumbrance; and
- (b) on 30 June immediately succeeding the grant of this Encumbrance and on each succeeding 30 June.

### 3.2 **Rent Charge not payable unless demanded**

- (a) The Owner must only pay the Rent Charge to the Encumbrancee if payment is demanded by it.
- (b) The Encumbrancee may not demand payment of the Rent Charge so long as the Owner duly observes all the covenants in this Encumbrance.

### 3.3 **Encumbrancee's right to injunctive relief and damages**

The provisions of this clause 3 do not in any way affect or prejudice the rights of the Encumbrancee to:

- (a) an injunction preventing or restraining any breach of the covenants in this Encumbrance; or
- (b) damages for any such breach.

#### 4. PERMITTED USE

##### 4.1 Urban Design Guidelines

- (a) Subject to clause 4.2, the Owner must ensure that the Land is not used for any purpose other than a purpose specified in the Urban Design Guidelines and not in any manner inconsistent with the Scheme Documents.
- (b) The Owner must not:
  - (i) subject to the Scheme Documents, keep any animals on the Land except domesticated cats, dogs and birds which must be kept under control at all times;
  - (ii) permit any breach of Scheme Documents;
  - (iii) allow:
    - (A) the Land to become or remain untidy or fall into a state of disrepair;
    - (B) rubbish or weeds to accumulate on the Land;
    - (C) the Land to become a fire hazard or a hazard to public health.

##### 4.2 Exceptions

The provisions of clause 4.1(a) do not:

- (a) apply where the Encumbrancee has given approval to the Owner to use the Land for a purpose other than as specified in the Urban Design Guidelines; or
- (b) require the Owner to change any use of any part of the Land which existed prior to an amendment to the Urban Design Guidelines as a result of which that use is no longer permitted.

#### 5. RESTRICTIONS ON WORKS

##### 5.1 No building without Encumbrancees' approval

- (a) The Owner must not seek any approval from the Community Corporation for, or carry out any development to, or do (or cause, suffer or permit to be done) any of the following on the Land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee):
  - (i) erect a building or structure;
  - (ii) undertake any external renovations or make any additions to a building or structure;
  - (iii) remove or demolish any building or structure (or any part thereof);
  - (iv) materially alter the look, appearance or character of any building or structure;
  - (v) carry out any siteworks;
  - (vi) erect a screen, fence or wall;
  - (vii) erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any other building or structure; or
  - (viii) erect or place any external floodlights or spotlights.



- (b) The Owner must not submit any plans of building works to the Community Corporation or the Council for their approval until it has obtained the approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee).
- (c) In order to provide its written approval pursuant to clause 5.1(a), the Encumbrancee (or the Encumbrance Manager for the Encumbrancee) may require the Owner to submit a development proposal for the Land and may require that development proposal to include detailed drawings and plans of the proposed works and details of any external materials and finishes.

**5.2 No works unless in accordance with Urban Design Guidelines, Allotment Control Plan, Scheme Documents and Approved Plans and Specifications**

The Owner must not carry out any development or works on the Land (including any renovations or additions to any building on the Land) other than in accordance with the Urban Design Guidelines, the Allotment Control Plan, the Scheme Documents (to the extent that they are not inconsistent with the Urban Design Guidelines) and the Approved Plans and Specifications.

**5.3 Owner Building and Development Requirements**

- (a) The Encumbrancee (or the Encumbrance Manager for the Encumbrancee) will not unreasonably delay its consideration of any plans or specifications submitted by the Owner for approval and will not act unreasonably in refusing any approval or imposing any condition of approval under clauses 5.1 and 5.2. However, a refusal or a condition cannot be deemed unreasonable if:
  - (i) the proposal as submitted is contrary to any provision in the Urban Design Guidelines, or is inconsistent with the Scheme Documents;
  - (ii) is not in accordance with the Allotment Control Plan; or
  - (iii) a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the Land is situated or upon any part of that locality.
- (b) Any approval of the Encumbrancee (or Encumbrance Manager for the Encumbrancee) obtained pursuant to clause 5.1(a) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of one (1) year commencing on the date of the approval in writing if the works to which the approval relates are not completed within that period.

**5.4 No Land Division without Encumbrancee's Approval**

The Land shall not be subdivided unless the Owner first obtains the Encumbrancee's approval (or the Encumbrance Manager for the Encumbrancee) which may be withheld or provided (with or without conditions) in its absolute discretion; and

**5.5 Planning and Zoning Laws**

- (a) The Land must not be used, developed, or varied except in accordance with:
  - (i) any laws relating to planning or zoning from time to time in force; and
  - (ii) the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- (b) Any approval granted by the Encumbrancee in accordance with this instrument does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council or other relevant planning authority will grant its approval. The Owner acknowledges that it will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

**6. NO DELAY**

The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 5.1, such that the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if such works are not completed within 12 months from the date that the Encumbrancee provided notice of its approval to the Owner (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

## 7. BREACH

- 7.1 The Encumbrancee (or its employees, agents or contractors) has the right to enter the Land at any time (after giving at least 24 hours' notice to the Owner), for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this Encumbrance have been breached. The Owner must not do anything to obstruct or hinder such entry or inspection.
- 7.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owners obligations under clauses 3, 4.1, 5, 6 and 10 (**default notice**) and the Owner fails to remedy the breach within one calendar month from the service of that notice, then Encumbrancee may do any one or more of the following things (without prejudice to any other rights it may have under this Encumbrance and at law, including the right to an injunction preventing or restraining any breach of the covenants in this Encumbrance):
- (a) enter the Land and may take such action as the Encumbrancee deems necessary to remedy the breach (including the removal or carrying out of any works, structural or otherwise) at the cost in all things of the Owner ;
  - (b) recover from the Owner in any court of competent jurisdiction, the costs incurred by the Encumbrancee in remedying the breach;
  - (c) recover from the Owner the Administration Fee; and
  - (d) exercise any one or more of the powers rights and remedies given to encumbrancees by the *Real Property Act 1886* including the power to sell the Land in the event of the failure to pay any monies payable under this Encumbrance or any breach of any covenant in this Encumbrance.
- 7.3 The Encumbrancee may serve a default notice on the Owner more than once.

## 8. ADMINISTRATION FEE

- 8.1 In this Encumbrance, Administration Fee means the sum of \$1,000.00 being the Encumbrancee's reasonable estimate of the costs of any inspection under clause 7.1, the costs of preparing and serving the default notice under clause 7.2 and any other administrative cost, time and effort expended by the Encumbrancee in relation to any breach of this Encumbrance by the Owner.
- 8.2 The Encumbrancee may exercise any of its rights under clause 7.2 in relation to any unpaid Administration Fee including:
- (a) serving further default notices and charging further Administration Fees; and
  - (b) exercising the power to sell the Land under the *Real Property Act 1886* in the event that such default notices are not complied with and/or such Administration Fees are not paid.

## 9. BUILDING SCHEME

The Owner acknowledges for the Owner and the Owner's successors in title that:

- 9.1 The covenants in this Encumbrance are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the land comprised in the Development Zone to the intent that:
- (a) the covenants will run with and bind the Land and each successive registered proprietor of the Land;

- (b) the benefit of each of the covenants will be annexed to, and passed to all current and future registered proprietors of each and every part of the Development Zone; and
- (c) the covenants are intended to be enforceable by the Encumbrancee (even if the Encumbrancee ceases to own any land in the Development Zone) and each registered proprietor from time to time of each and every part of the Development Zone.

9.2 The Encumbrancee has indicated that the Encumbrancee will likely require each purchaser of residential land in the Development Zone, as a condition of its sale, to execute a Memorandum of Encumbrance (***Other Encumbrances***) in substantially similar form to this Encumbrance and containing the same or substantially similar covenants and other stipulations but the Encumbrancee makes no warranty or representation that the Other Encumbrances will be similar to this Encumbrance or enforceable by either the Encumbrancee or the Owner or any other owner of land within the Development Zone and the Owner will have no claim against the Encumbrancee in this regard.

9.3 Each person deriving an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the *Real Property Act 1886* be deemed thereby to have covenanted with the Encumbrancee and each owner and their successor of land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed and each person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof subject to this Encumbrance shall by virtue of becoming registered as such be deemed thereby to have covenanted with the Encumbrancee and each other owner and any successive owner of any land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed AND the Owner (and its successive registered proprietor of the Land) hereby acknowledges covenants and agrees that the obligation to perform and observe each of the covenants herein on the part of the Owner shall not be affected or prejudiced if the Encumbrancee shall cease to own land in the Development Zone or be wound up or otherwise cease to exist.

## 10. LIFT AND REPLACE

Without in any way limiting clause 9, the Owner will not transfer the Land to any person including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up (***Transferee***) unless:

- 10.1 The Owner notifies the Encumbrancee at least 21 days before the transfer, provides the necessary details of the Transferee for the purpose of completing the matters in subclause 10.3 below and pays the Encumbrancee its reasonable costs of attending to the matters in subclause 10.3 below plus any registration fees and stamp duty;
- 10.2 The Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer;
- 10.3 The Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon substantially the same terms as this Encumbrance, such instrument to be:
  - (a) prepared by the Encumbrancee or its solicitors;
  - (b) executed by the Transferee and the Encumbrancee prior to the transfer; and
  - (c) lodged for registration by the Encumbrancee or its solicitors so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments,

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrance as contemplated above.

## 11. WAIVER AND RELEASE

**11.1 Encumbrancee may waive any covenant relating to the Land**

The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations contained or implied in this Encumbrance.

**11.2 Encumbrancee may waive any covenant relating to other land within the Bowden Project Stage One Site**

- (a) The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatever relating to any other land in the Bowden Stage One Site and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.
- (b) No such lessening, waiver or release releases the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

**12. RELEASE BY ENCUMBRANCEE**

Notwithstanding any other provision of this Encumbrance, the Encumbrancee may remove this Encumbrance from the certificate of title to the Land for any other reason whatsoever in the Encumbrancee's absolute discretion.

**13. MORTGAGEE'S RIGHTS AND OBLIGATIONS**

**13.1 Exercise of power of sale**

If the Owner is in default under the terms of any mortgage granted over the Land and registered under the Real Property Act nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage.

**13.2 Transfer by Mortgagee Subject to Encumbrance**

Any mortgagee who exercises its power of sale must not sell, transfer or otherwise dispose of the Land except subject to this Encumbrance and procuring a replacement encumbrance from the incoming purchaser or transferee to the Encumbrancee, which is to be on the same terms as this Encumbrance, which replacement encumbrance must be registered on the Title for the Land immediately after the transfer of the Land to the incoming purchaser or transferee, and before any other interest in the land is created or registered.

**13.3 Mortgagee's rights otherwise preserved**

Apart from clauses 13.1 and 13.2, nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the Land to exercise the power of sale contained in the mortgage.

**14. ENCUMBRANCEE'S CONSENT**

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

- 14.1 such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);
- 14.2 the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit; and
- 14.3 no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee.

**15. NOTICE**

**15.1 Form and execution**

Any notice, request or demand under this Encumbrance must be:

- (a) in writing; and

- (b) signed by the Encumbrancee or by a member of the board for the time being of the Encumbrancee or by the Solicitors for the Encumbrancee.

**15.2 Service**

Any notice, request or demand may be served upon the Owner either:

- (a) personally;
- (b) by being left for the Owner on the Land;
- (c) by being affixed to some part or parts of the Land; or
- (d) by being sent by prepaid post under cover addressed to the Owner at the last known place of business or abode in South Australia of the Owner.

**15.3 When effective**

Any notice, request or demand takes effect and is in force from the next day after the day on which it is served, left or posted whether or not the notice, request or demand comes to the hands or knowledge of the Owner.

**15.4 Content**

- (a) It is not necessary in any demand or notice on the Owner to specify any amount but the demand or notice will be sufficient if it requires payment of the monies secured by this Encumbrance without specifying the amount.
- (b) Any notice as to default under this Encumbrance may be a general notice that default has been made without specifying the nature of the default.

**15.5 Other ways**

The provisions of this clause 15 are in addition to any other ways in which the Encumbrancee may be entitled to give the Owner any notice, request or demand in relation to this Encumbrance.

**16. URBAN DESIGN GUIDELINES**

**16.1 Acknowledgment/Receipt**

The Owner acknowledges that it has read the Urban Design Guidelines prior to the grant of this Encumbrance.

**16.2 Notification of Amendments**

The Encumbrancee will notify the Owner of any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance by publishing any variation to the Urban Design Guidelines on the Project Website.

**16.3 When Amendments Binding**

Any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance and published on the Project Website (or otherwise notified to the Owner) will be deemed to bind the Owner.

**17. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT**

The Owner shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

- 17.1 the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);
- 17.2 any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and

- 17.3 the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

## 18. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Owner.

## 19. ILLEGALITY

- 19.1 If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:
- (a) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and
  - (b) such provision or part thereof shall be severed from this Encumbrance.
- 19.2 To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.
- 19.3 No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

## 20. SUNSET CLAUSE

- 20.1 The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrance as purchaser or owner of any land in the Development Zone) will cease upon the earlier of the following:
- (a) the date that is 2 years after the last building constructed within the Development Zone achieves practical completion; or
  - (b) the 30<sup>th</sup> day of June 2027.

## 21. REMEDIES

The Encumbrancee is entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886.

## 22. ATTORNEY

### 22.1 Appointment

The Owner irrevocably appoints the Encumbrancee its Attorney.

### 22.2 Powers

The Attorney may in its name or in the name of the Owner, or Encumbrancee following a breach of this Encumbrance by the Owner:

- (a) do anything the Owner is obliged to do under this Encumbrance;
- (b) exercise any right, power, authority, discretion or remedy conferred on the Owner by this Encumbrance;

- (c) do anything the Encumbrancee, or the Attorney considers necessary or expedient for securing or perfecting the security created by this Encumbrance;
- (d) execute in favour of the Encumbrancee any legal mortgage, transfer, assignment or other assurance of any of the Land the subject of this Encumbrance;
- (e) execute deeds of assignment, composition or release;
- (f) sell or otherwise dispose of all or any part of the Land; and
- (g) for any of the above purposes appoint any substitute attorney for any period and remove any substitute attorney.

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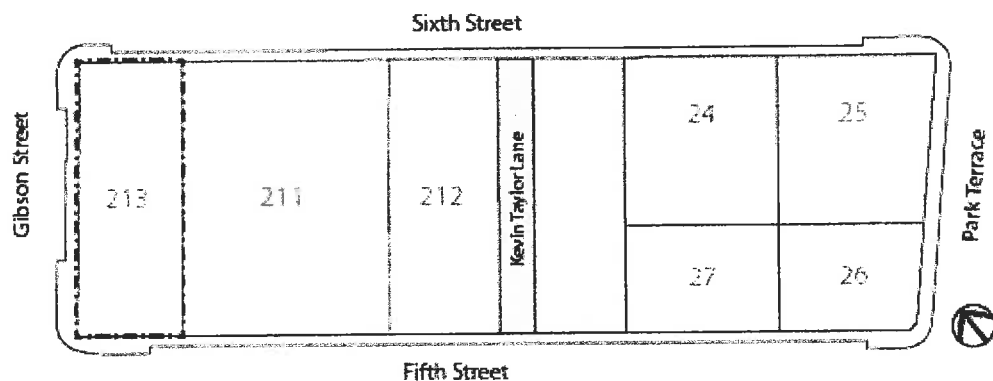
**ANNEXURE A**  
**Allotment Control Plan**

## Bowden East Allotment Control Plan Text

213

To be read in conjunction with accompanying allotment control plan and Bowden Urban Design Guidelines (2011).

### Key Plan Stage One – Allotment 213



#### Location

Allotment 213 is located between Fifth and Sixth Street with frontage to Gibson Street in the Bowden Development.

#### Access Arrangements

Vehicle access is from Fifth and Sixth Streets. The allotment control plan designates the vehicle access/egress points to ensure integration with the public realm design and to maximise the opportunity for activating street frontages.

Basement car parking is preferred for the site. Undercroft or at-grade car parking may be considered where it is located to the rear of the allotment and where an active street interface can be achieved. Car parking should be appropriately screened from adjacent streets and the communal open space of allotment 211.

Private pedestrian entries from the street and accessible bicycle storage are encouraged.

#### Desired Future Character Statement

Allotment 213 is envisaged as a mixture of three, four and five storey residential apartment buildings offering a range of dwelling sizes, including studio, 1, 2 and 3+ bedroom apartments.

Building designs should maximise passive solar design, natural cross ventilation and integrate with outdoor spaces.

Minimal setbacks are required for the lower levels (first and second storeys) to strongly define the street edge with built form. An active interface to the street is intended.

Outlook from the apartments should encourage casual surveillance of the street.

The built form over the allotment should be expressed as more than one structure. Particular attention should be given to creating an active and visually interesting facade fronting Gibson Street, a focus of the Bowden development.

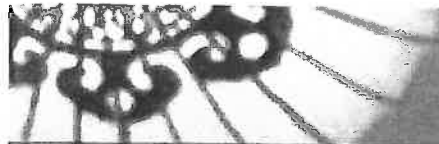
The building design should offer fine-grain architectural expression whilst forming part of the overall built form of Bowden. The architecture and materials selection should respond to the former, current and emerging characters of Bowden.

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## Bowden East Allotment Control Plan Text

213

### Development Controls

A mixture of three, four and five storey residential apartment buildings is envisaged for the site. To minimise overshadowing, a three storey height limit is prescribed where the development adjoins the proposed communal open space of allotment 211.

Effective use of the available roof area is encouraged, including innovative design solutions that may allow roof top terraces or communal gardens.

Additional building height will be considered where demonstrated innovative design, affordability and/or environmental sustainability provides overall benefits to the precinct.

A high quality resolution of building design encompassing fine-grain architectural expression and appropriate materials and colour is expected for the site.

Buildings should incorporate vertical articulation of facade to relieve horizontal lines. Wall panels, windows and balconies should be aligned between levels to create consistent vertical articulation.

The roofline profile should be relatively uniform across the built form. Simple continuous roof forms are preferred, although these may be articulated to maximise northern sunlight and daylight to upper level apartments.

Front ground floor setbacks should be from zero to a maximum of 1.5m to achieve a recessed or raised landscaped space as a transition from the street. The setback for upper floors (Level 3 and above) is 3.0m.

There should be zero setback to the common boundary adjoining allotment 211.

Facade treatments, outlook and access requirements should sensitively respond to the design of the communal open space of allotment 211. Potential access to communal open space may be negotiated with the developer of allotment 211.

Habitable rooms are encouraged at the front of apartments for engagement with the street and an active interface with the communal open space.

The ground floor should be raised a maximum of 1.2m above the finished footpath level to provide for privacy. Innovative facade treatments and sensitively designed entry transitions should be explored.

Preference is for dual aspect apartments with open plan layouts. Where single aspect apartments are proposed, designs should maximise natural light provision and cross-ventilation to all living areas.

All site services should be incorporated into the design of the building and located to minimise the impact on public areas. Consideration should be given to a central waste disposal system.

### Site Statistics & Key Controls (Allotment 213)

Site Area	Approximately 1,520m <sup>2</sup>
Yield Approx.	Target 35-40 dwellings (An electrical load of 160kVa is available subject to conforming with SAPN supply requirements)
Building Height (from Ground Level)	19m (where 5 storey - plus roof top terrace) 15m (where 4 storey - plus roof top terrace) 11m (where designated 3 storey)
Setbacks	Gibson, Fifth & Sixth Street frontage - 0m to 1.5m (Ground Floor to Level 2) Gibson, Fifth & Sixth Street frontage - 3m (Level 3 and Level 4) Side boundary adjoining allotment 211 - 0m setback at lower levels Side boundary adjoining allotment 211 - 3m setback at Level 2 (where frontage to communal open space)
Car + Bike Parking	As per Urban Design Guidelines
Mandatory Green Star Rating Accreditation	Achieve a 5 Star 'as design' Green Star Certified Rating



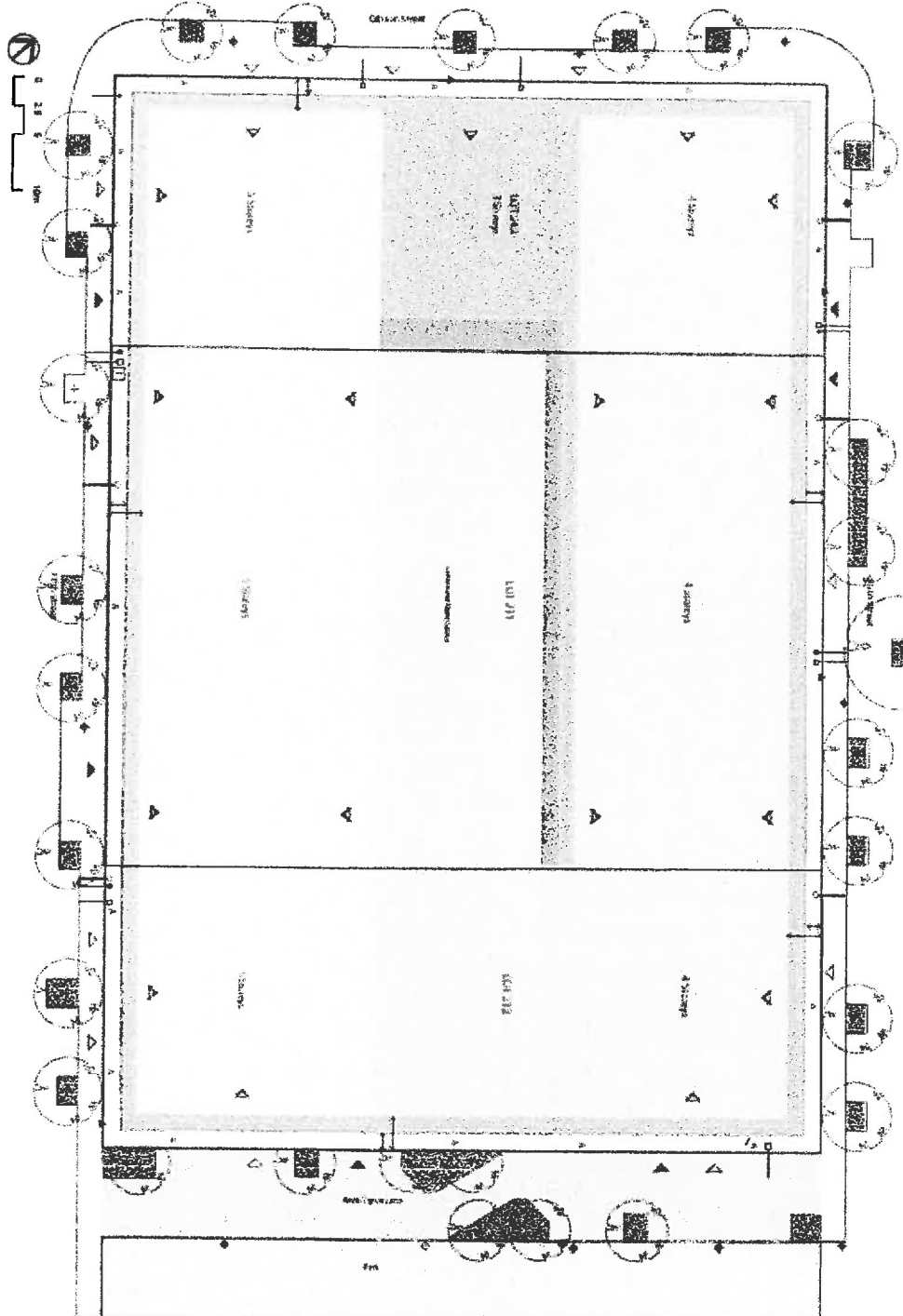
**Bowden**  
life  
more  
interesting  
.com.au

Keep Plan Stage One -  
Alternative Plan



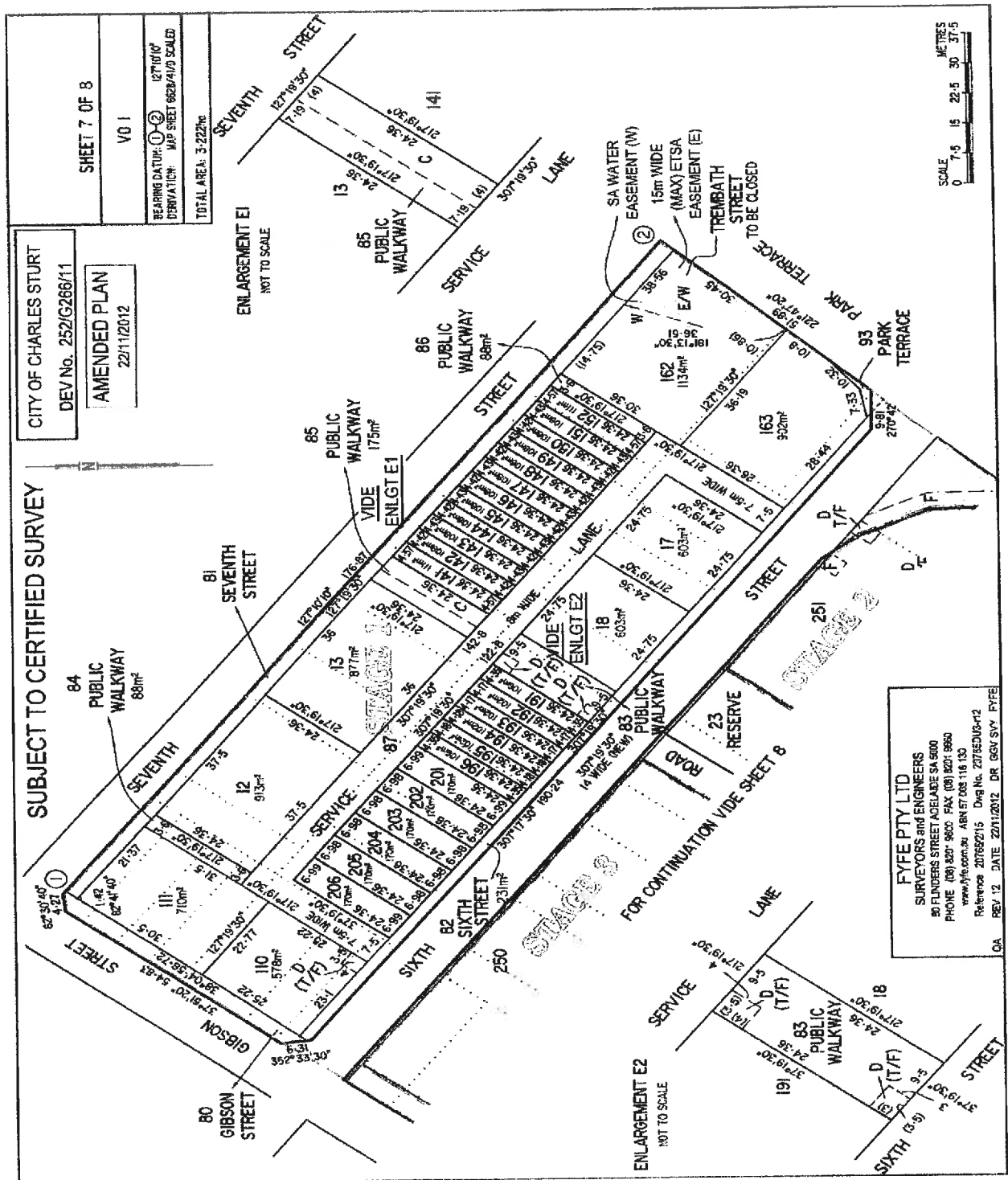
Note:  
1. The site is a proposed development site.  
2. The site is a proposed development site.  
3. The site is a proposed development site.  
4. The site is a proposed development site.

- Site boundary
- Minimum ground level within 1.5m of
- Proposed building footprint
- Proposed building footprint on above lot
- Maximum number of storeys
- Building footprint
- Ground level
- Level 1
- Level 2
- Level 3
- Level 4
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- Level 99
- Level 100



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**ANNEXURE B**  
**Bowden Project Stage One Site**





# SUBJECT TO CERTIFIED SURVEY

CITY OF CHARLES STURT  
DEV No. 252/G005/13

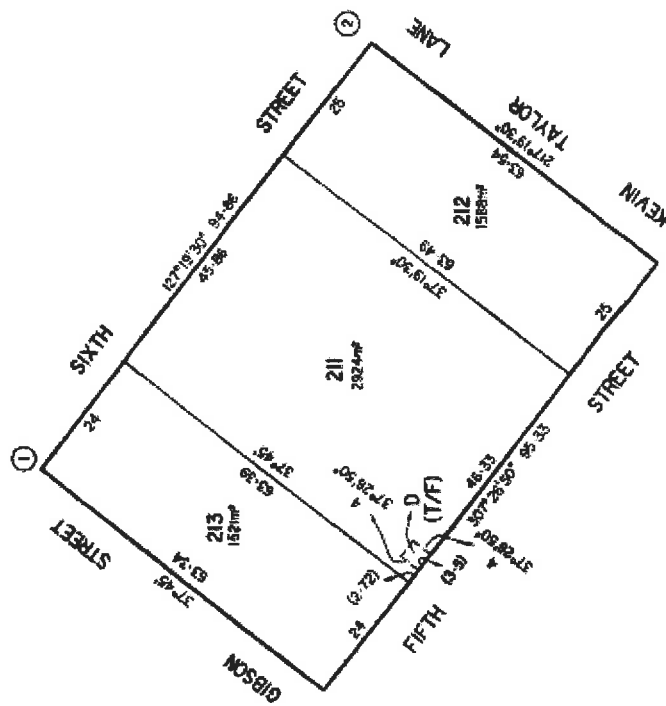
AMENDED PLAN  
27/05/2013

SHEET 3 OF 3

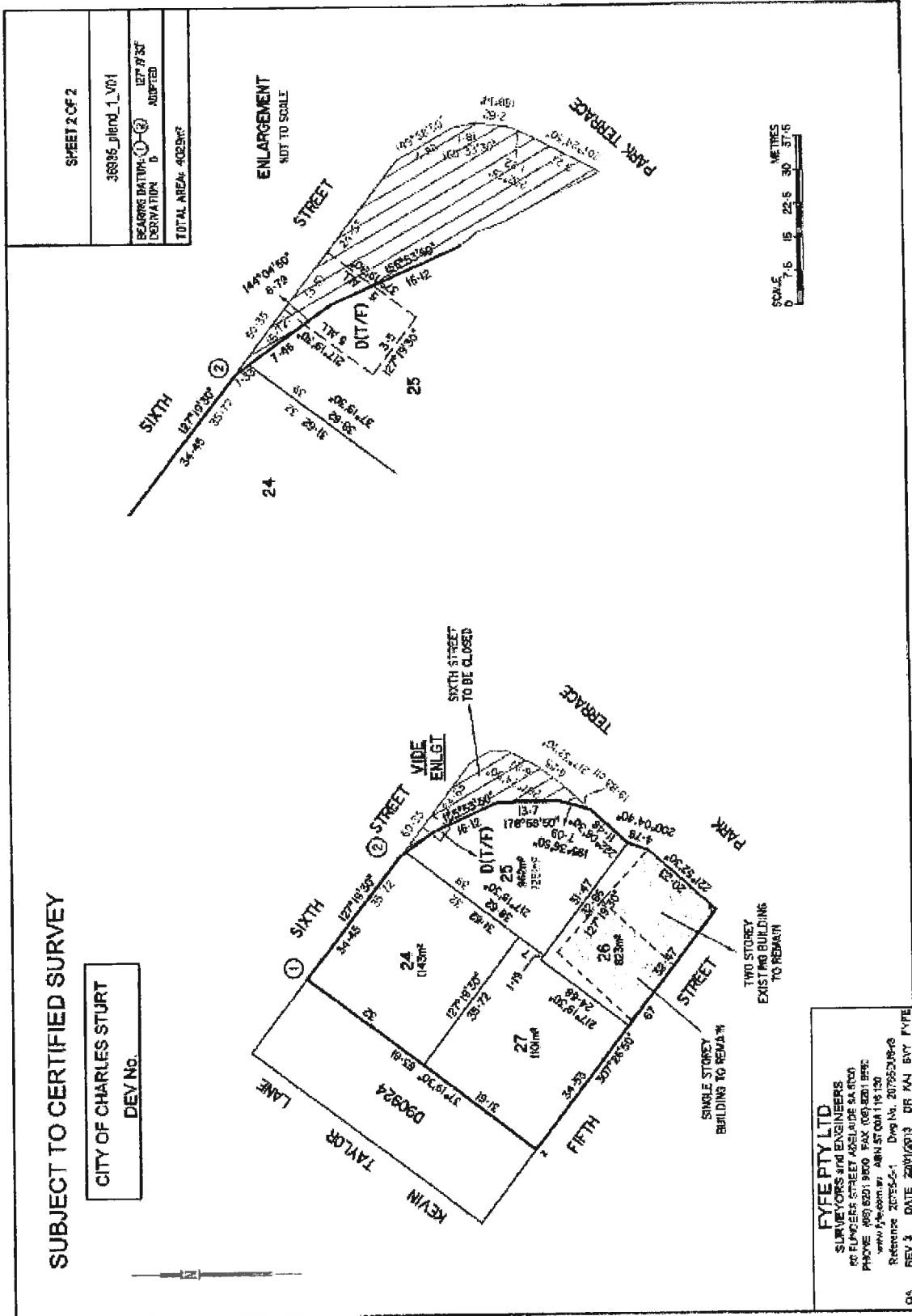
36755\_dmd\_1\_v01

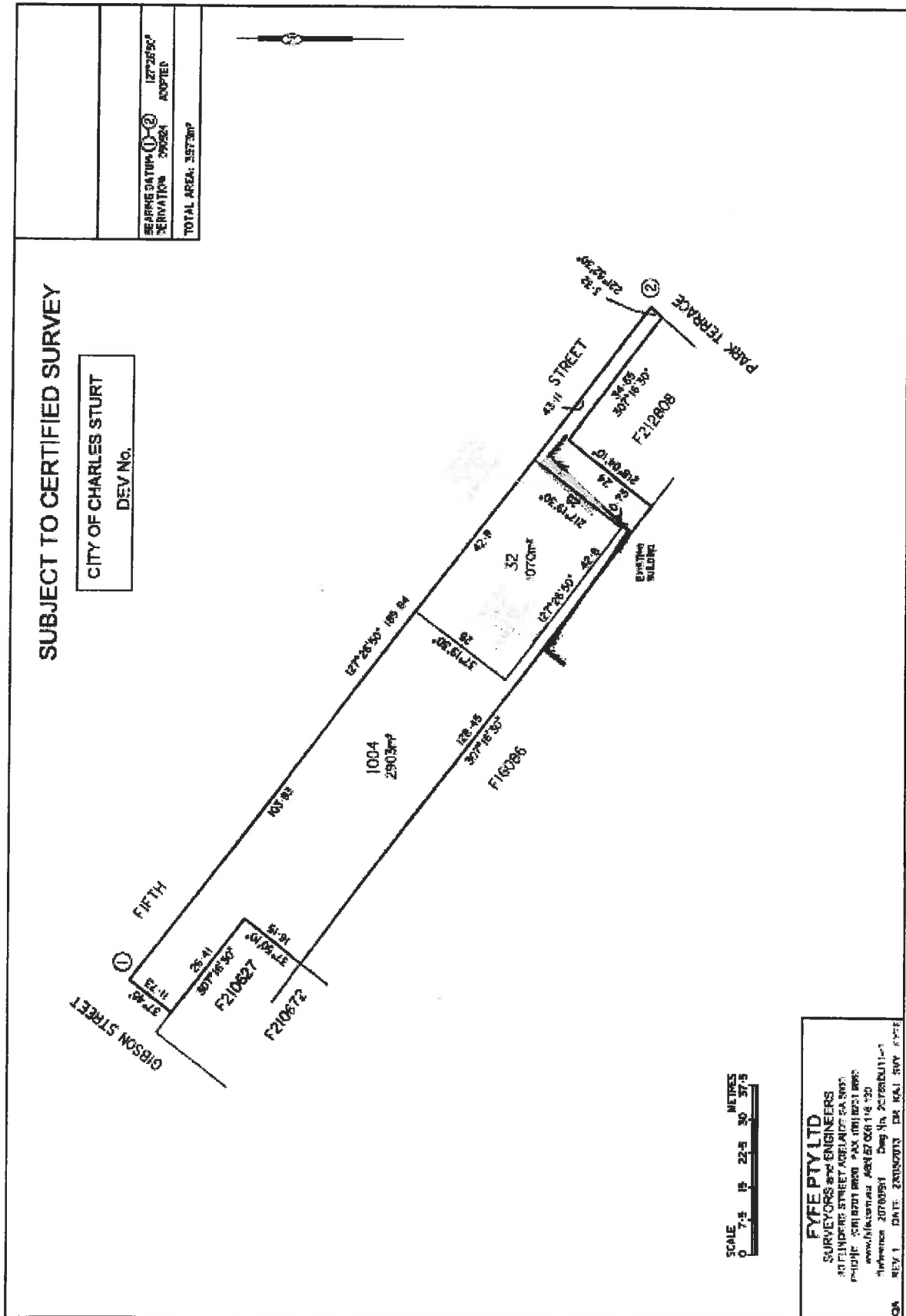
BEARING DATUM: ①-③ 12°18'30"  
DERIVATION: ADAPTED

TOTAL AREA: 8033m<sup>2</sup>



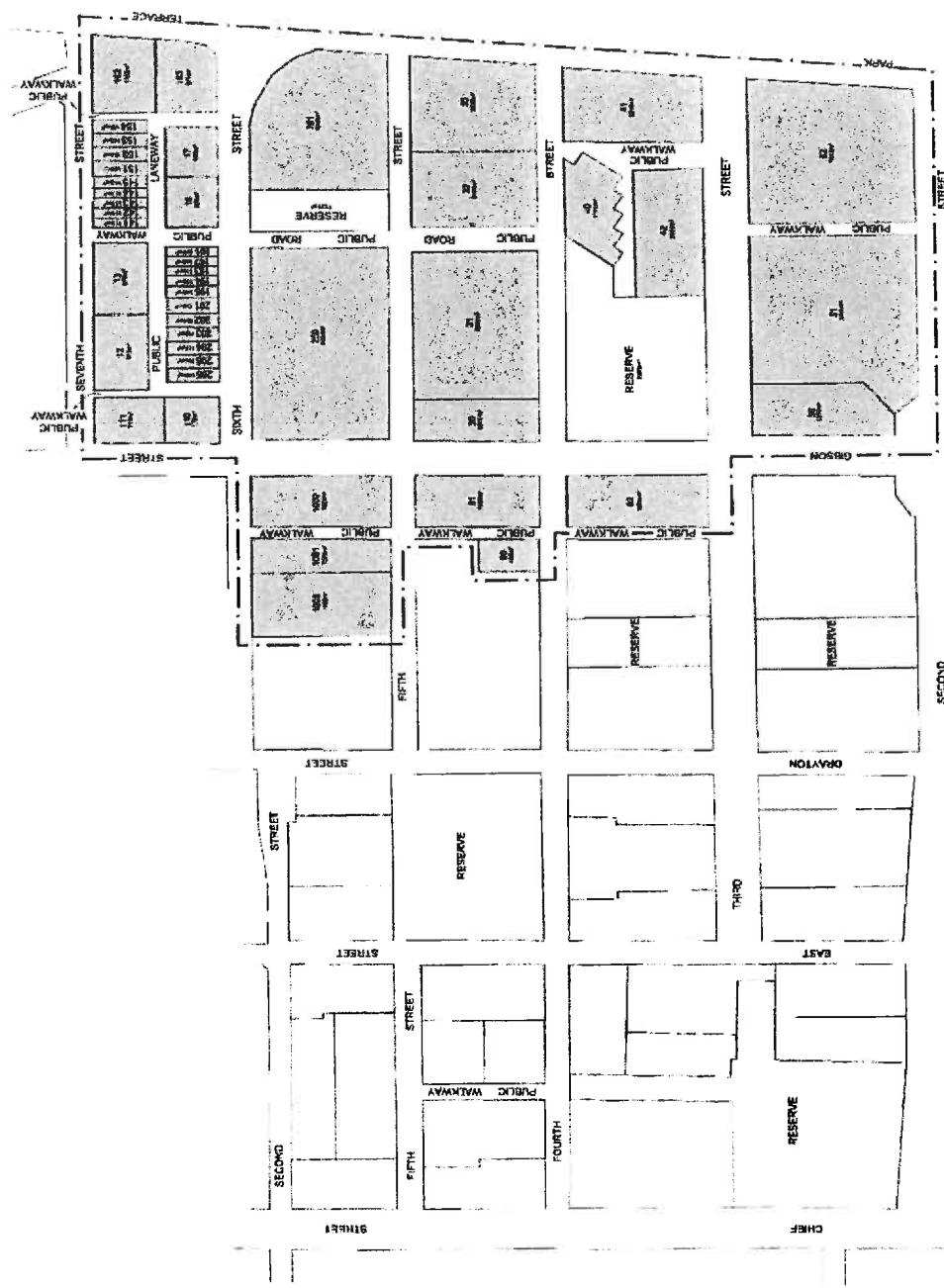
**EYFE PTY LTD**  
SURVEYORS AND ENGINEERS  
80 RIVERS STREET ADELAIDE SA 5000  
PHONE (08) 6201 1800 FAX (08) 6201 5969  
www.eyfe.com.au AIN 57106-114 T&C  
Reference 20135-4-1 Dwg No. 20130501-9-9  
QA REV 0 DATE 27/05/2013 DR GSV SVY EYFE





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**ANNEXURE C**  
**Development Zone**



- LEGEND**
- BOWDEN EAST ENCUMBRANCE BOUNDARY
  - BOWDEN EAST
  - FUTURE ALLOTMENTS
  - RESERVE

NOTE: ALL MEASUREMENTS ARE APPROXIMATE

<b>BOWDEN VILLAGE</b> <b>BOWDEN EAST ENCUMBRANCE PLAN</b>		<b>HUNDRED OF YATALA</b> <b>BOWDEN</b>									
<p>DATE: 10/10/10</p> <p>BY: [Signature]</p> <p>FOR: [Signature]</p>	<p>SCALE: 1:1000</p> <p>DATE: 10/10/10</p> <p>BY: [Signature]</p> <p>FOR: [Signature]</p>	<p>REVISION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/10/10</td> <td>INITIAL DESIGN</td> </tr> <tr> <td>2</td> <td>10/10/10</td> <td>REVISION</td> </tr> </tbody> </table>	NO	DATE	DESCRIPTION	1	10/10/10	INITIAL DESIGN	2	10/10/10	REVISION
NO	DATE	DESCRIPTION									
1	10/10/10	INITIAL DESIGN									
2	10/10/10	REVISION									
<p>LEGEND</p> <p>ENCUMBRANCE BOUNDARY</p> <p>BOWDEN EAST</p> <p>FUTURE ALLOTMENTS</p> <p>RESERVE</p>											

DATED THE ..... DAY OF .....20

**EXECUTION**

.....  
Signature of ENCUMBRANCER –

.....  
Signature of WITNESS – Signed in my presence by the  
ENCUMBRANCER who is either personally known to me or has satisfied  
me as to his or her identity.\*

.....  
Print Full Name of Witness (BLOCK LETTERS)

.....  
Address of Witness

.....  
Business Hours Telephone No: .....

.....  
Signature of ENCUMBRANCER –

.....  
Signature of WITNESS – Signed in my presence by the  
ENCUMBRANCER who is either personally known to me or has satisfied  
me as to his or her identity.\*

.....  
Print Full Name of Witness (BLOCK LETTERS)

.....  
Address of Witness

.....  
Business Hours Telephone No: .....

\*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

Prefix
<b>E</b>
Series No

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

\_\_\_\_\_  
Solicitor/Registered Conveyancer

AGENT CODE

Lodged by: **FINL**

Correction to: **FINL**

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

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

**DELIVERY INSTRUCTIONS** (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
	<b>FINL</b>

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

BKC: 423160



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
<b>LF</b>
Series
No.

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: COWELL CLARKE..... CCL1

Correction to: COWELL CLARKE..... CCL1

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

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

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

ITEM(S)	AGENT CODE

PICK-UP NO.	
CP	40631

CORRECTION	PASSED
FILED	
REGISTRAR-GENERAL	

## **RESOLUTIONS AFFECTING COMMUNITY CORPORATION 40631 INC**

**DISCLAIMER** - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 25/11/2020

**THE RELEVANT MINUTES** should be consulted for the precise wording of resolutions.

<b>DATE</b>	<b>RESOLUTION</b>
-------------	-------------------

8.12.16	<p><u>Window Coverings</u></p> <p>All present owners agreed that whilst the By-Laws provide a strict guideline to what type of window covering can be installed it was agreed that as long as these items had a simple white backing the same as all others within the Corporation it would not constitute a breach of this By-Law. No designs and/or other types of styles were approved without Corporation consent</p>
---------	---

Plantation Shutters

Lot 204 was granted approval to install standard plantation shutters to their unit on the grounds that the plantation shutters were a simple white consistent with all other items throughout the complex and in no way were an unreasonable design outside of the presented images at that meeting.

23.2.18	<p><b><u>Motion: Embedded Gas Network &amp; Cold Water Meter Reading Service (Special Resolution)</u></b></p>
---------	---

That the Body Corporate agree to accept the proposal from Savant Energy in relation to taking over ownership of the Hot Water System and associated billings for Gas usage. Further to this, Savant will also manage billing for the cold water provisions in the building for the benefit of end users only paying for what they use.

It is important to note that this agreement will not cost any funds to the Body Corporate, or any of its owners/residents.

In fact, Savant Energy have offered the Body Corporate \$35,000 cash to purchase the Hot Water System, which will be banked in the Sinking Fund for capital expenditure if the agreement is accepted.

Discussion: Ultimately it was agreed upon that the proposal presented by Savant Energy was very attractive. However, Savant was requested to outline a more fulsome proposal paying particular attention to the maintenance of the sub-meters and the hot water system.

Once the updated proposal from Savant is received, the Corporation Manager is to send the proposal to the Committee for direction.

**MOTION DEFERRED**

13.11.18

**Motion: Embedded Gas Network & Cold Water Meter Reading Service (Special Resolution)**

That the Body Corporate agree to accept the proposal from Savant Energy in relation to taking over ownership of the Hot Water System and associated billings for Gas usage.

Further to this, Savant will replace all faulty meters yet to be rectified by the developer and as a result commence readings of 'actual' usage for the cold water consumption in the building.

It is important to note that this agreement will not cost the Body Corporate or any of the owners/residents anything.

Savant Energy have offered the Body Corporate \$45,000 cash to purchase the Hot Water System, which will be banked in the Sinking Fund for capital expenditure if the agreement is accepted.

**MOTION CARRIED**

**23/02/2021**

**Lot 303 – 1 Kelpie Dog**

That Lot 303 be exempted and approved to house 1 medium size Kelpie at their lot on a temporary basis as per the information provided by the owners.

**01/02/2022**

**Sinking Fund Adopted**

That the Body Corporate resolves to adopt the “Sinking Fund Forecast” prepared by Solutions in Engineering as distributed with the agenda of, and discussed at, this meeting. Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every third year.

**15/02/2022**

**Responsibility for Outstanding monies at settlement**

That if there are outstanding monies due at the time of settlement and if those monies are not paid at the time of settlement, as should be done by the conveyancer of the seller, if those monies cannot be recovered after settlement has occurred and the Body Corporate have made efforts to recover those costs, the debt will remain attached to the Lot and the new Owner will become responsible for the debt. It will be their responsibility to seek recovery of those monies from the previous Owner not the Body Corporate.

# STRATA DATA INSURANCE AGENCY

ABN 20 080 960 112      ACN 080 960 112

647 Portrush Road  
GLEN OSMOND SA 5064

PO BOX 219  
GLEN OSMOND SA 5064

Tel: 8372 2777  
Fax: 8379 0703

Email: [insurance@stratadata.com.au](mailto:insurance@stratadata.com.au)

## CERTIFICATE OF CURRENCY

**From:** NOT APPLICABLE

We hereby confirm that we have arranged the insurance cover mentioned below:

COMMUNITY CORPORATION 40631 INC.  
53 GIBSON STREET  
BOWDEN SA 5007

**Date:** 9/10/2023

**Our Reference:** CT40631

**RENEWAL**

Page 1 of 3

**Class of Policy:** Residential Strata Insurance  
**Insurer:** HONAN INSURANCE GROUP  
CHU UNDERWRITING PTY LTD ABN 18 001 580 070  
ABN: 67 005 372 396  
**The Insured:** COMMUNITY CORPORATION 40631 INC.

**Policy No:** HU0026622  
**Invoice No:** 63585  
**Period of Cover:**  
From 31/08/2023  
to 31/08/2024 at 4:00 pm

**Details:**

See attached schedule for a description of the risk insured

**IMPORTANT INFORMATION**

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☒ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☒ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

## Schedule of Insurance

Page 2 of 3

**Class of Policy:** Residential Strata Insurance  
**The Insured:** COMMUNITY CORPORATION 40631 INC.

**Policy No:** HU0026622  
**Invoice No:** 63585  
**Our Ref:** CT40631

**Policy Wording** CHU RESIDENTIAL STRATA INSURANCE PLAN

**The Insured** COMMUNITY CORPORATION NO. 40631 INC.

**Situation** 53 GIBSON STREET BOWDEN SA 5007

**Policy Period** 31/08/2023 to 31/08/2024 at 4:00pm

**Policy Selected**

### Section 1 - Insured Property

Building: \$ 21,395,499

Common Area Contents: \$ 213,955

Loss of Rent & Temporary Accommodation (total payable): \$ 3,209,324

### Section 2 - Liability to Others

Sum Insured: \$ 20,000,000

### Section 3 - Voluntary Workers

Death: \$ 200,000

Total Disablement: \$ 2,000 per week

### Section 4 - Workers Compensation Not Available

### Section 5 - Fidelity Guarantee

Sum Insured: \$ 100,000

### Section 6 - Office Bearers' Legal Liability

Sum Insured: \$ 500,000

### Section 7 - Machinery Breakdown

Sum Insured: \$ 100,000

### Section 8 - Catastrophe Insurance

Sum Insured: Not Insured

Extended cover - Rent/Temp Accommodation (15%): Not Insured

Escalation in Cost of Temp Accommodation: Not Insured

Cost of Storage and Evacuation: Not Insured

### Section 9 - Government Audit Costs and Legal Expenses

Government Audit Costs: \$ 25,000

Appeal Expenses - common property health & safety breaches: \$ 100,000

Legal Defence Expenses: \$ 50,000

### Section 10 - Lot Owner's Fixtures and Improvements (per lot)

Sum Insured \$ 250,000

### Flood Cover is included.

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

### Excesses

#### Policy 1 - Insured Property

Standard: \$ 500

Water Damage: \$10,000

Exploratory Costs – Burst Pipes: \$10,000

Unoccupancy: \$1,000

#### Policy 7 - Machinery Breakdown

Standard: \$ 1,000

Other excesses payable are shown in the policy wording.

#### Policy 9 - Government Audit Costs and Legal Expenses

Legal Defence Expenses: \$ 1,000

Other excesses payable are shown in the policy wording.

**Class of Policy:** Residential Strata Insurance  
**The Insured:** COMMUNITY CORPORATION 40631 INC.

**Policy No:** HU0026622  
**Invoice No:** 63585  
**Our Ref:** CT40631

**Important Note:****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.

You do not need to tell us anything that:

- a. reduces the risk we insure you for; or
- b. is common knowledge;
- c. or we know or should know as an insurer;
- d. 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 tell us, 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.

**Excesses – explanatory notes**

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

**Water Damage Excess**

An additional Excess will apply to Section 1 – Insured Property for loss or damage caused by:

- 1. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry water;
- 2. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

**Unoccupancy Excess**

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

**PLEASE READ YOUR POLICY CAREFULLY**