



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



Certificate of Title - Volume 6129 Folio 747

Parent Title(s) CT 6074/205
Creating Dealing(s) PS 12054286
Title Issued 03/02/2014 Edition 1 Edition Issued 03/02/2014

Estate Type

FEE SIMPLE

Registered Proprietor

JUDITH HELEN WARE
OF 15 FRESHMEADOW DRIVE SEAFORD RISE SA 5169

Description of Land

LOT 47 PRIMARY COMMUNITY PLAN 26572
IN THE AREA NAMED HACKHAM
HUNDRED OF NOARLUNGA

Easements

TOGETHER WITH RIGHT(S) OF WAY OVER THE LAND MARKED S ON CP 26572 (RTC 9567949)

Schedule of Dealings

Dealing Number	Description
12054287	MORTGAGE TO WESTPAC BANKING CORPORATION

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
21/01/2011	11525701	SCHEME DESCRIPTION	FILED
13/08/2019	13158071	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference CT 6129/747
Status CURRENT
Easement YES
Owner Number 08404616
Address for Notices 15 FRESHMEADOW DR SEAFORD RISE 5169
Area 44m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JUDITH HELEN WARE
OF 15 FRESHMEADOW DRIVE SEAFORD RISE SA 5169

Description of Land

LOT 47 PRIMARY COMMUNITY PLAN 26572
IN THE AREA NAMED HACKHAM
HUNDRED OF NOARLUNGA

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12054287	WESTPAC BANKING CORPORATION

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
8612507001	CURRENT	Unit 47, 144 MAIN SOUTH ROAD, HACKHAM, SA 5163

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
21/01/2011 11:44	11525701	SCHEME DESCRIPTION	FILED
13/08/2019 16:47	13158071	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	8612507001
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2011
Property Location	Unit 47, 144 MAIN SOUTH ROAD, HACKHAM, SA 5163
Local Government	ONKAPARINGA
Owner Names	JUDITH HELEN WARE
Owner Number	08404616
Address for Notices	15 FRESHMEADOW DR SEAFORD RISE 5169
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	H/UNIT
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C26572 LOT 47	CT 6129/747

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$52,000	\$165,000			
Previous	\$45,500	\$149,000			

Building Details

Valuation Number	8612507001
Building Style	Conventional
Year Built	2010
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Colourbond
Equivalent Main Area	44 sqm
Number of Main Rooms	Not Available

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

Certificate of Title

Title Reference: CT 6129/747
Status: CURRENT
Edition: 1

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
21/01/2011	21/02/2011	11525701	SCHEME DESCRIPTION	FILED	C26572
13/08/2019	20/11/2019	13158071	BY-LAWS	FILED	C26572

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6129/747
Status: CURRENT
Parent Title(s): CT 6074/205
Dealing(s) Creating Title: PS 12054286
Title Issued: 03/02/2014
Edition: 1

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
13/12/2013	06/02/2014	12054287	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION

City of Onkaparinga
PO Box 1
Noarlunga Centre, SA 5168



T: (08) 8384 0666
E: mail@onkaparinga.sa.gov.au

For your information:

Section 187 certificate update request free of charge (One Update):

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

BPAY biller code added to searches to enable electronic settlement of funds

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

How to advise us of change of ownership?

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via mail@onkaparinga.sa.gov.au.

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

06 March 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 73770
 Valuer General No : 8612507001
 Valuation : \$165,000.00
 Owner : Ms Judith Helen Ware
 Property Address : 47/144 Main South Road HACKHAM SA 5163
 Volume/Folio : CT-6129/747
 Lot/Plan No : Community Plan Parcel 47 CP 26572
 Ward : 06 Southern Vales Ward

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Rates balance (as of 30 Jun 2024) and/or Block Clearing Charges	\$0.00
Postponed Amount in Arrears (if applicable monthly interest of 0.58750%)	\$0.00
Fines (2%) and interest on arrears charged from previous financial year (monthly interest of 0.75416%)	\$0.00

Rates for the current 2024-2025 Financial Year applicable from 01 July 2024:

Total Rates Levied 2024-2025 **\$1,083.47**

If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added of 0.7625% on the first working day of each month following, until the total amount overdue is paid.

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$812.47
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$271.00
Property Related Debts	\$0.00

BPAY Biller Code: 421503
Ref: 1625910737700

TOTAL BALANCE **\$271.00**

AUTHORISED OFFICER
Kate Vonow

This statement is made the 06 March 2025

IMPORTANT INFORMATION REGARDING SEARCHES

Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

Attention Conveyancers

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: Section 7 certificates remain valid for a 30 day period only.

○ **BPAY biller code added to searches to enable electronic settlement of funds**

- Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method payment and we request that you cease the use of cheques to affect settlement.

○ **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:

- If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via mail@onkaparinga.sa.gov.au. Electronic settlement of funds is still preferred.

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S71238/2025

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

The Land & Business (Sale & Conveyancing) Act, 1994

TO: Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	107515
VALUER GENERAL NO	:	8612507001
VALUATION	:	\$165,000.00
OWNER	:	Ms Judith Helen Ware
PROPERTY ADDRESS	:	47/144 Main South Road HACKHAM SA 5163
VOLUME/FOLIO	:	CT-6129/747
LOT/PLAN NUMBER	:	Community Plan Parcel 47 CP 26572
WARD	:	06 Southern Vales Ward

Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation YES

Application Number	145/353/2003
Description	Residential accommodation for the aged, comprising 95 attached units, 2 community centres, 2 caretakers residences and associated carparking and communal open space
Decision	Approved
Decision Date	23 September 2003

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents including the amended site plan DWG No. 020-PA01 C, pedestrian right-of-way details faxed by Salvatore Marzullo Building Design 31/3/2003, and amended floor plans and elevations dated 8 May 2003 received by Council 14 May 2003, submitted with and forming part of the Development Application except where varied by the following condition(s).
2. That the landscaping as detailed on the amended site plan DWG No. 020-PA01 C shall be planted prior to the occupation of the development and shall be maintained in good condition at all times. Any diseased or dying vegetation shall be replaced whenever necessary.
3. All units and the community facilities shall not be occupied until all construction works for the relevant stage, including car parking and landscaping, is fully complete and all essential services required for human habitation have been provided. Further, a written statement satisfying the provisions of Regulation 83AB of the Development Regulations 1993 must be provided upon completion of the building work.
4. The residential units shall only be occupied by persons satisfying the definitions of a retired person in Section 3 of the Retirement Villages Act, 1987.
5. A Soil Erosion and Drainage Management Plan (SEDMP) prepared in accordance with the Stormwater Pollution Prevention Code of Practice for the Building and Construction Industry, issued by the EPA shall be prepared and put in place prior to the commencement of any site works and shall include but not be restricted to a temporary construction exit and silt fences. The measures are to prevent silt from being washed from the site to the road and mud from being transported onto the road on the wheels of vehicles. These silt control measures shall be maintained in good working order during construction. These soil erosion measures shall remain in place until all disturbed surfaces are sealed or suitably revegetated in a manner to prevent erosion.
6. Construction work shall only be undertaken between the hours of 7am and 7pm Monday to Saturday inclusive and between the hours of 10am and 4pm Sunday.
7. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains;
 - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
 - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.
8. An oil, silt and trash trap shall be installed on the internal stormwater pipe drainage from the roads and car park areas prior to entering the Council stormwater drainage system. This trap shall be regularly cleaned and maintained in good working order by the property owner for the life of the development.

9. All stormwater discharged from the development shall be connected to the Council underground stormwater drainage system on Main South Road via pipes. The design and construction of the stormwater system and connection to the Council drain shall be approved by Council.
10. Any development on the site shall ensure that it is protected from inundation from a 100-year average recurrence interval storm.
11. Sealed stormwater drainage systems shall be designed to accommodate a 10 year average recurrence interval storm as a minimum.
12. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
13. Due to risk of inundation, finished floor levels to be a minimum of 200mm above the level of the top of the kerb on the lowest side of the building site, or if no kerbing, then above the centre of the road.
14. All driveways to properties on the low side of the road shall be designed and constructed so that the driveway is a minimum of 75mm above the top of the adjoining kerb and any road water is channelled back into the gutter.
15. A stormwater water quality device shall be provided and constructed in a location and of a design to the reasonable satisfaction of Council to ensure that pollutants are trapped prior to entering the natural watercourse, or other arrangements as agreed. Alternatively, the applicant may pay a stormwater quality device levy of \$200 per building.
16. Landscaping on the southern bend of the driveway between the two sections of Carpark 1 shall be kept to a height of less than 500mm, to allow adequate sight distances for vehicle users.
17. All roads shall be designed and constructed in a manner, which allows safe and convenient property access considering horizontal and vertical sight distance and grade. Batter grades to allotments shall not be steeper than 1 in 5 unless approved otherwise.
18. All road pavements shall be designed and constructed for the ultimate development expected including future road construction and building construction traffic, and future heavy vehicle use. Pavement design for local roads shall be based on Austroads Pavement Research Group Report 21 A guide for the design of new pavements for light traffic.
19. The driveway and car parking areas shall be paved or surfaced, drained and marked to accepted engineering standards prior to the occupation of the development and shall be maintained in good condition at all times.
20. The loading and unloading of all commercial vehicles associated with the development shall, at all times, be restricted to the confines of the subject site.
21. The area set aside for the parking of vehicles shall be made available for such use and shall not be used for any other purpose.
22. Lighting shall be provided within the car parking area in accordance with AS 1158.1 Public Lighting Code.
23. That car parks and any traffic control devices be designed and constructed in accordance with AS2890 Part 1-2004 Off-street car parking, AS1742 Manual of Uniform Traffic Control Devices and the Notice to Council (Parts 1 and 2) under the Road Traffic Act, 1961 from the Minister for Transport and Urban Planning (December 1999).
24. Kerb ramps to Council specification shall be provided at all entrances in line with the existing footpath or as agreed with Council.

Application Number	145/218/2006
Description	Variation to Development Number 145/353/03 for "as constructed" plans, including variations to covered walkways, fencing, landscaping, and other internal infrastructure, and 2 retrospective carports as shown on plan
Decision	Approved
Decision Date	14 March 2006

Development Plan Consent Conditions

1. All development shall be completed in accordance with the plans and documents submitted with and forming part of the Development Application except where varied by the following condition.
2. Pedestrian access to the adjoining shopping centre shall remain as an available option, to be reconsidered at the time of any redevelopment of that end of the shopping centre.

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

General Neighbourhood (GN)

Subzones

NO

Zoning overlays

Overlays

Affordable Housing

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

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Transport Routes

The Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along urban transport routes.

Urban Tree Canopy

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

Water Resources

The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

Is the land situated in a designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

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

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

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information. <https://code.plan.sa.gov.au/>

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

The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.

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

Section 127

Condition (that continues to apply) of a development authorisation NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

Requirement to vest land in council to be held as open space NO

Section 50(2)

Agreement to vest land in council to be held as open space NO

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84

Enforcement notice NO

Section 85(6), 85(10) or 106

Enforcement Order NO

Part 11 Division 2

Proceedings NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed))

Notice NO

Section 56 (repealed)

Notice issued NO

Food Act 2001

Section 44

Improvement notice *issued against the land* NO

Section 46

Prohibition order NO

Housing Improvement Act 1940 (repealed)

Section 23

Declaration that house is undesirable or unfit for human habitation NO

Land Acquisition Act 1969

Section 10

Notice of intention to acquire NO

Local Government Act 1934 (repealed)

Notice, order, declaration, charge, claim or demand given or made under the Act NO

Local Government Act 1999

Notice, order, declaration, charge, claim or demand given or made under the Act NO

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30

Nuisance or litter abatement notice *issued against the land* NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access NO

Section 140

Notice requesting access NO

Section 141

Order to remove or perform work NO

Section 142

Notice to complete development NO

Section 155

Emergency order NO

Section 157

Fire safety notice NO

Section 192 or 193

Land Management Agreements NO

<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO
<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

Public and Environmental Health Act 1987 (repealed)

<i>Part 3</i> Notice	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i> Part 2 – Condition (that continues to apply) of an approval	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i> Regulation 19 - Maintenance order (that has not been complied with)	NO

South Australian Public Health Act 2011

<i>Section 92</i> Notice	NO
<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 – Condition (that continues to apply) of an approval	NO

Particulars of building indemnity insurance

Details of Building Indemnity Insurance still in existence for building work on the land	NO
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Particulars relating to environment protection

<i>Further information held by council</i> Does the council hold details of any development approvals relating to: (a) commercial or industrial activity at the land; or (b) a change in the use of the land or part of the land (within the meaning of the <i>Development Act 1993</i>) or the <i>Planning, Development and Infrastructure Act 2016</i> ?	NO
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Note –

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

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

It should be noted that –

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

General

Easement

NO

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

Caveat

NO

Other

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

NO

PLEASE NOTE:

The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

This statement is made the 05 March 2025

Thomas Caiapich
Project Officer – Development Support
AUTHORISED OFFICER

Property Interest Report

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

Title Reference	CT 6129/747	Reference No. 2653814
Registered Proprietors	J H*WARE	Prepared 05/03/2025 14:56
Address of Property	Unit 47, 144 MAIN SOUTH ROAD, HACKHAM, SA 5163	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

- | | | |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. ***Crown Rates and Taxes Recovery Act 1945***

- 4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. ***Development Act 1993 (repealed)***

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
|-----|---|---|

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

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|-----|---------------------------------|---|

8. Environment Protection Act 1993

- | | | |
|-----|---|---|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land | EPA (SA) does not have any current Performance Agreements registered on this title |
| 8.2 | section 93 - Environment protection order that is registered in relation to the land | EPA (SA) does not have any current Environment Protection Orders registered on this title |
| 8.3 | section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.4 | section 99 - Clean-up order that is registered in relation to the land | EPA (SA) does not have any current Clean-up orders registered on this title |
| 8.5 | section 100 - Clean-up authorisation that is registered in relation to the land | EPA (SA) does not have any current Clean-up authorisations registered on this title |
| 8.6 | section 103H - Site contamination assessment order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.7 | section 103J - Site remediation order that is registered in relation to the land | EPA (SA) does not have any current Orders registered on this title |
| 8.8 | section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination) | EPA (SA) does not have any current Orders registered on this title |

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. <i>Food Act 2001</i>		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. <i>Heritage Places Act 1993</i>		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. <i>Highways Act 1926</i>		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT will respond with details that may be relevant to this item
15. <i>Housing Improvement Act 1940 (repealed)</i>		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. <i>Housing Improvement Act 2016</i>		

- | | | |
|------|--|--|
| 16.1 | Part 3 Division 1 - Assessment, improvement or demolition orders | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.2 | section 22 - Notice to vacate premises | Housing Safety Authority has no record of any notice or declaration affecting this title |
| 16.3 | section 25 - Rent control notice | Housing Safety Authority has no record of any notice or declaration affecting this title |

17. *Land Acquisition Act 1969*

- | | | |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire
also
Contact the Local Government Authority for other details that might apply |
|------|---|---|

18. *Landscape South Australia Act 2019*

- | | | |
|-------|---|---|
| 18.1 | section 72 - Notice to pay levy in respect of costs of regional landscape board | The regional landscape board has no record of any notice affecting this title |
| 18.2 | section 78 - Notice to pay levy in respect of right to take water or taking of water | DEW has no record of any notice affecting this title |
| 18.3 | section 99 - Notice to prepare an action plan for compliance with general statutory duty | The regional landscape board has no record of any notice affecting this title |
| 18.4 | section 107 - Notice to rectify effects of unauthorised activity | The regional landscape board has no record of any notice affecting this title
also
DEW has no record of any notice affecting this title |
| 18.5 | section 108 - Notice to maintain watercourse or lake in good condition | The regional landscape board has no record of any notice affecting this title |
| 18.6 | section 109 - Notice restricting the taking of water or directing action in relation to the taking of water | DEW has no record of any notice affecting this title |
| 18.7 | section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object | The regional landscape board has no record of any notice affecting this title |
| 18.8 | section 112 - Permit (or condition of a permit) that remains in force | The regional landscape board has no record of any permit (that remains in force) affecting this title
also
DEW has no record of any permit (that remains in force) affecting this title |
| 18.9 | section 120 - Notice to take remedial or other action in relation to a well | DEW has no record of any notice affecting this title |
| 18.10 | section 135 - Water resource works approval | DEW has no record of a water resource works approval affecting this title |
| 18.11 | section 142 - Site use approval | DEW has no record of a site use approval affecting this title |
| 18.12 | section 166 - Forest water licence | DEW has no record of a forest water licence affecting this title |
| 18.13 | section 191 - Notice of instruction as to keeping or management of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.14 | section 193 - Notice to comply with action order for the destruction or control of animals or plants | The regional landscape board has no record of any notice affecting this title |
| 18.15 | section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve | The regional landscape board has no record of any notice affecting this title |
| 18.16 | section 196 - Notice requiring control or quarantine of animal or plant | The regional landscape board has no record of any notice affecting this title |
| 18.17 | section 207 - Protection order to secure compliance with specified provisions of the | The regional landscape board has no record of any notice affecting this title |

Act

- | | | |
|-------|--|---|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction | The regional landscape board has no record of any notice affecting this title |

19. Land Tax Act 1936

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|------|---|---|

20. Local Government Act 1934 (repealed)

- | | | |
|------|---|---|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

21. Local Government Act 1999

- | | | |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

22. Local Nuisance and Litter Control Act 2016

- | | | |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

23. Metropolitan Adelaide Road Widening Plan Act 1972

- | | | |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

24. Mining Act 1971

- | | | |
|------|---|---|
| 24.1 | Mineral tenement (other than an exploration licence) | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
| 24.2 | section 9AA - Notice, agreement or order to waive exemption from authorised operations | Contact the vendor for these details |
| 24.3 | section 56T(1) - Consent to a change in authorised operations | Contact the vendor for these details |
| 24.4 | section 58(a) - Agreement authorising tenement holder to enter land | Contact the vendor for these details |
| 24.5 | section 58A - Notice of intention to commence authorised operations or apply for lease or licence | Contact the vendor for these details |
| 24.6 | section 61 - Agreement or order to pay compensation for authorised operations | Contact the vendor for these details |
| 24.7 | section 75(1) - Consent relating to extractive minerals | Contact the vendor for these details |
| 24.8 | section 82(1) - Deemed consent or agreement | Contact the vendor for these details |

24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

26. *Natural Resources Management Act 2004 (repealed)*

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

27. *Outback Communities (Administration and Management) Act 2009*

27.1 section 21 - Notice of levy or contribution payable Outback Communities Authority has no record affecting this title

28. ***Phylloxera and Grape Industry Act 1995***

- 28.1 section 23(1) - Notice of contribution payable The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also

Code Amendment

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

Code Amendment

Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

City of Onkaparinga Local Heritage - Proposes to update the City of Onkaparinga's local heritage list within the Planning and Design Code. The proposal seeks to expand the application of the Local Heritage Places Overlay over properties adjoining a new local heritage place, and remove the Overlay from affected properties adjacent the proposed delisted local heritage places. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800

752 664.

- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.] State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access Contact the vendor for these details
- 29.4 section 140 - Notice requesting access Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.8 section 157 - Fire safety notice Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.9 section 192 or 193 - Land management agreement Refer to the Certificate of Title
- 29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.12 Part 16 Division 1 - Proceedings Contact the Local Government Authority for details relevant to this item
also
Contact the vendor for other details that might apply
- 29.13 section 213 - Enforcement notice State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.14 section 214(6), 214(10) or 222 - Enforcement Contact the Local Government Authority for details relevant to this item

order

also

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

30. ***Plant Health Act 2009***

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

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

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

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with) Public Health in DHW has no record of any order affecting this title
also

Contact the Local Government Authority for other details that might apply

32. ***South Australian Public Health Act 2011***

32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title

32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also

Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also

Contact the Local Government Authority for other details that might apply

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

33.1 section 23 - Notice of contribution payable DEW has no record of any notice affecting this title

34. ***Water Industry Act 2012***

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

- | | | |
|------|--|---|
| 35.1 | section 18 - Condition (that remains in force) of a permit | DEW has no record of any condition affecting this title |
| 35.2 | section 125 (or a corresponding previous enactment) - Notice to pay levy | DEW has no record of any notice affecting this title |

36. Other charges

- | | | |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title
also
Contact the vendor for these details
also
Contact the Local Government Authority for other details that might apply |
|------|--|--|

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | | |
|-----|--|---|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

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

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	HACKHAM	APPROVED:	JOHN VERDUYN 28/01/2011	 C26572 SHEET 1 OF 7 27284_text_01_v04_Version_4
MAP REF:	6627/11/Q	COUNCIL:	CITY OF ONKAPARINGA	DEPOSITED:	PAUL GRAHAM 18/02/2011	
LAST PLAN:	F55035	DEVELOPMENT NO:	145/C180/10/001/27405			

AGENT DETAILS:	WEBER FRANKIW & ASSOCIATES 178 MAIN ROAD MCLAREN VALE SA 5171 PH: 83238991 FAX: 83239686	SURVEYORS CERTIFICATION:	I John Leslie Weber , 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 10th day of January 2011 John Leslie Weber Licensed Surveyor
AGENT CODE:	WEBLP		
REFERENCE:	6010		

SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5956	704		ALLOTMENT(S)	510	D	66194 NOARLUNGA		
CT	5956	705		ALLOTMENT(S)	511	D	66194 NOARLUNGA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:								
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION	
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)	B	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION	223LG RPA	
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)	B	FOR WATER SUPPLY PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION	223LG RPA	
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)	E	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA	
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)	F(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA	
EXISTING		SHORT	RIGHT(S) OF WAY	S	ON FOOT	COMMON PROPERTY.1-97	RTC 9567949	

ANNOTATIONS: SECTION 90(C) OF THE REAL PROPERTY ACT 1886 APPLIES TO THIS PLAN
THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS

C26572

SHEET 2 OF 7

27284_pland_1_V02_Version_4

BEARING DATUM: MGA 94 ZONE 54
DERIVATION: PSM 6627/18628-6627/22139

TOTAL AREA: 1:152ha

LOCATION PLAN

D61802

D58068

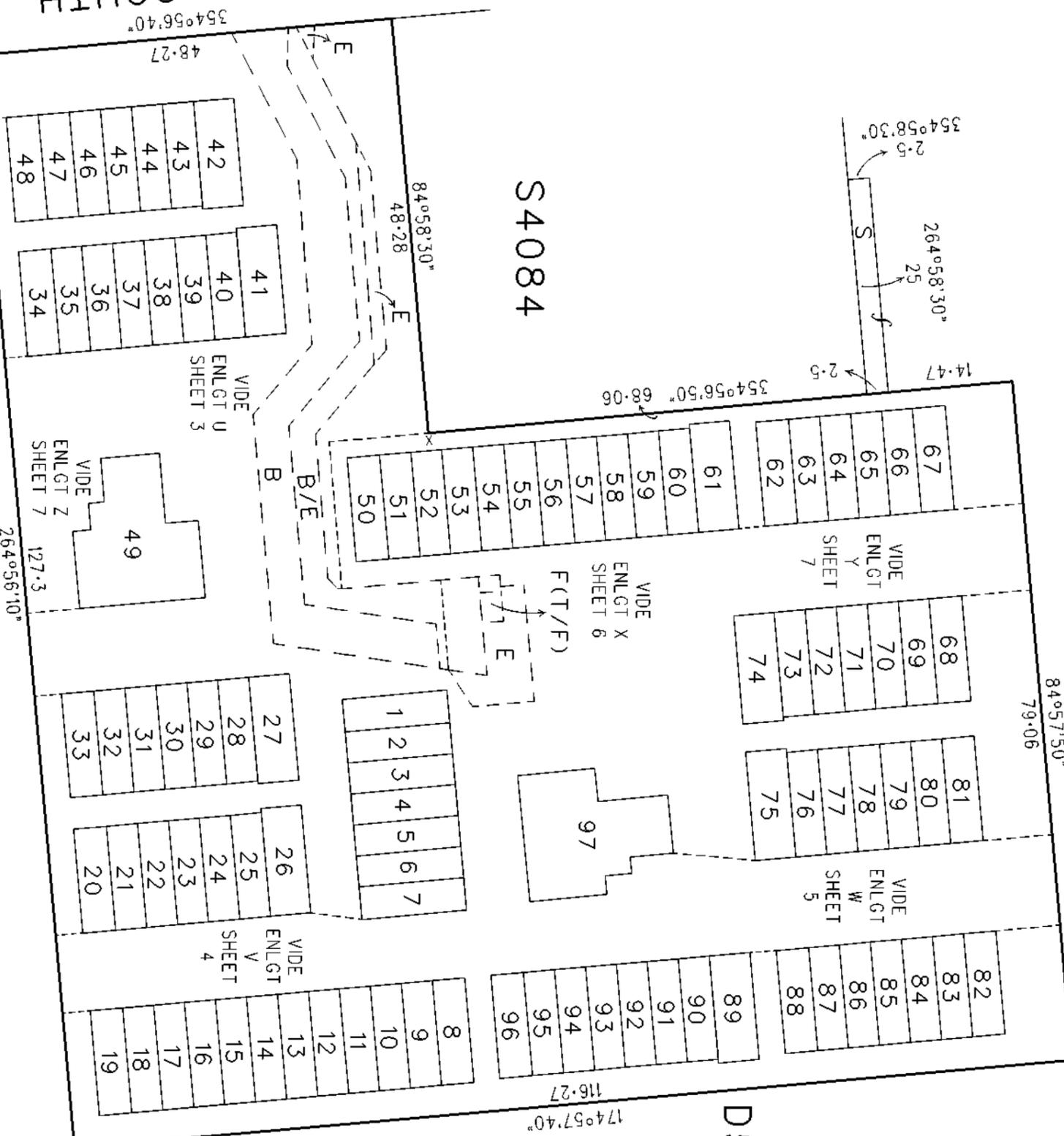
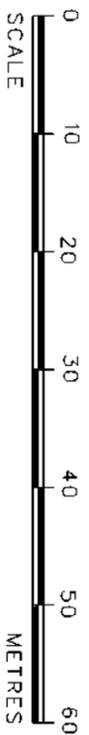
MAIN SOUTH ROAD
GATES ROAD

COTTAGE LANE

F153005

F153542

S4084



WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants
Cadd Ref: 6010com.lcd
178 Main Road McLaren Vale South Australia 5171
Telephone (08) 8323 8991 Facsimile (08) 8323 9686
Email survey@weberfrankiw.com.au
ACN 008 173 957

C26572

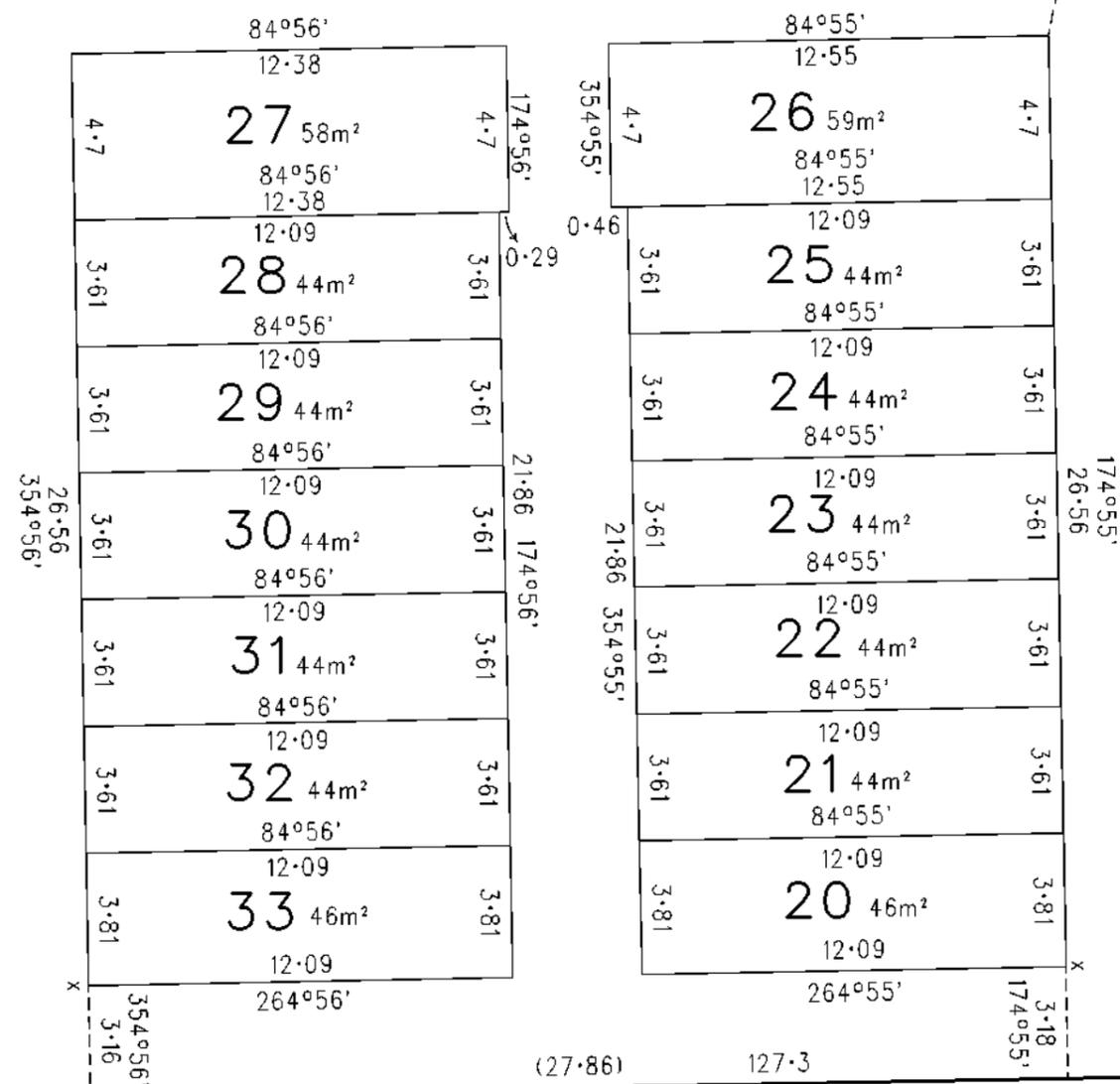
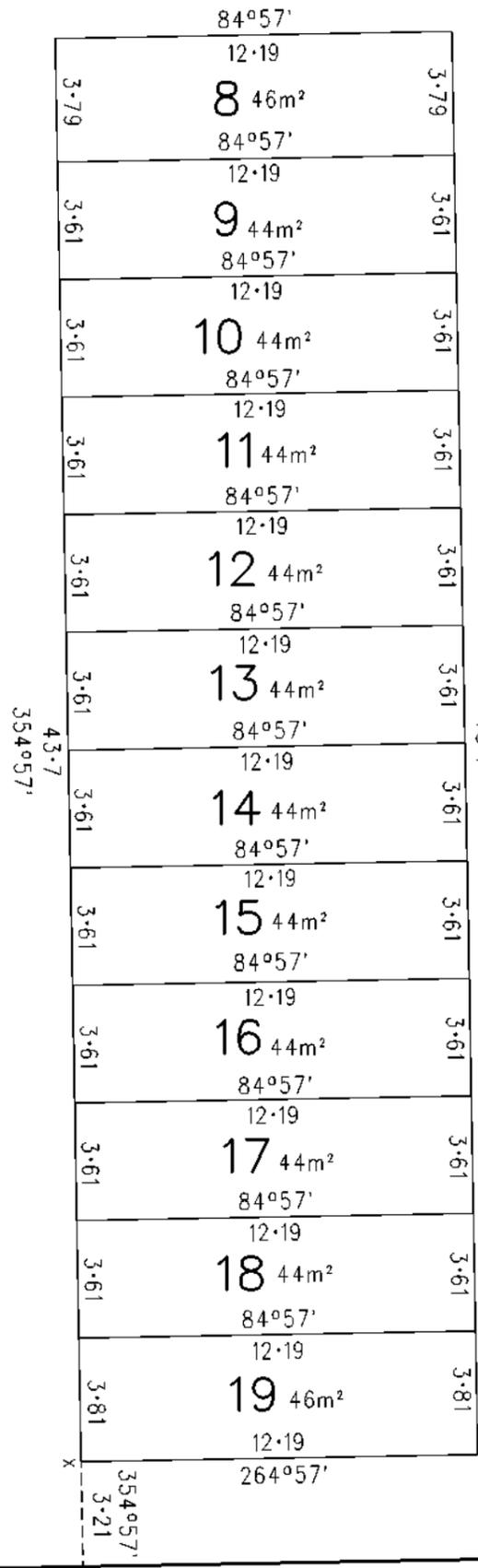
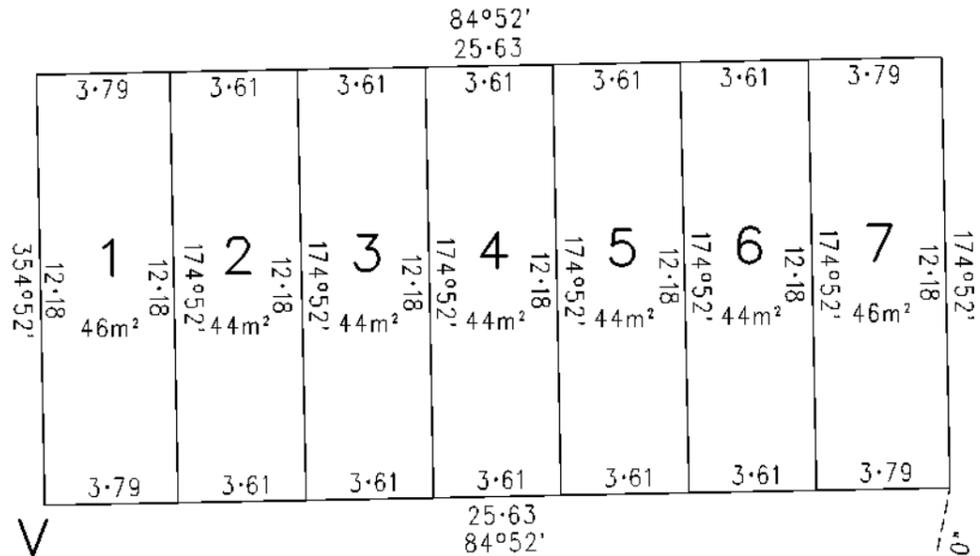
SHEET 4 OF 7

27284_pland_3_V01_Version_4

D58068

WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants

Cad Ref: 6010com.lcd



ENLARGEMENT V



(9.68)

(27.86)

127.3

(9.07)

264°56'10"

F153542

C26572

SHEET 5 OF 7

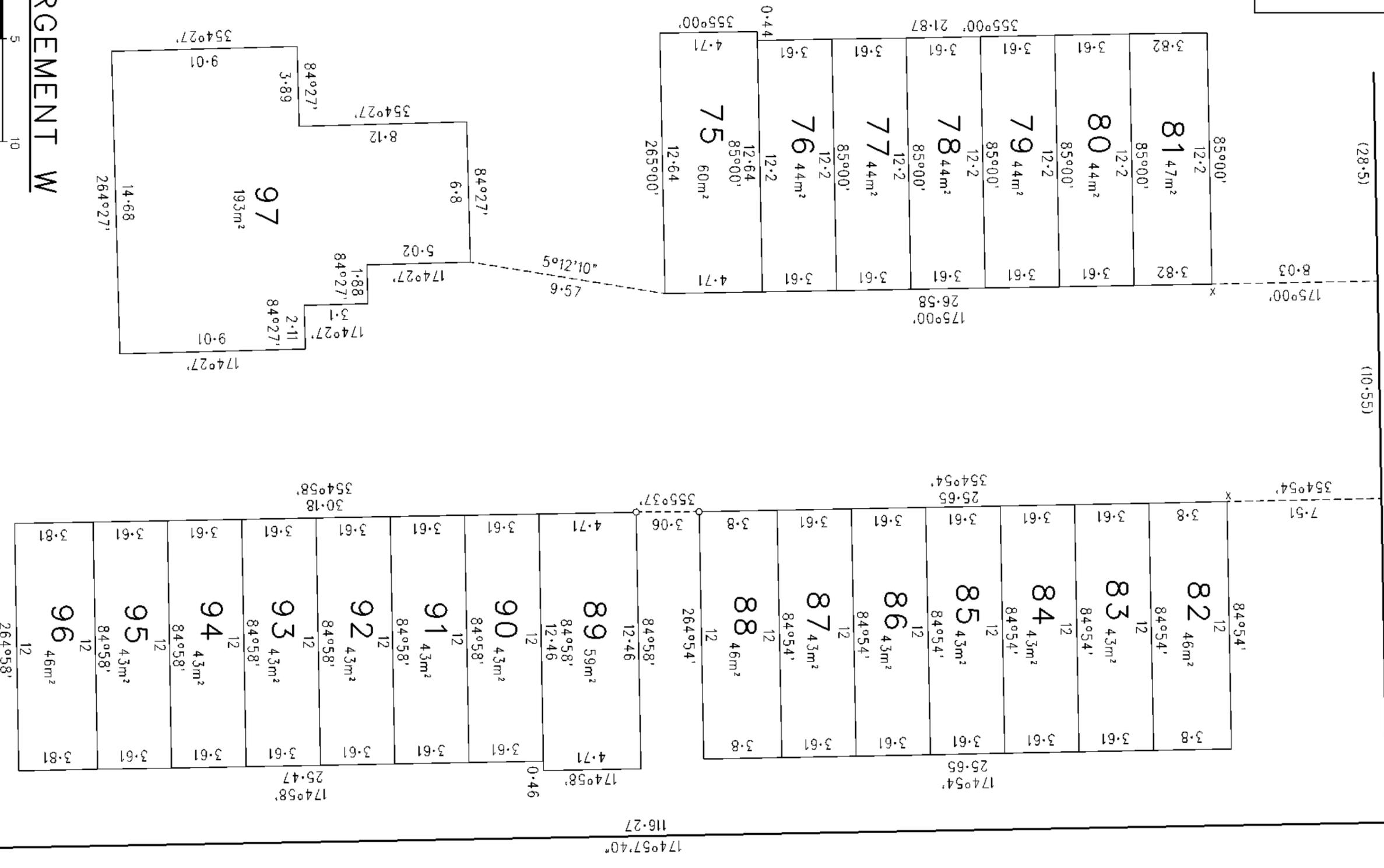
27284_pland_4_V02_Version_4

D61802

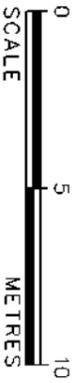
84°57'50"
79.06

(28.5)

(10.55)



ENLARGEMENT W



D58068

WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants

Cad Ref: 6010com.lcd

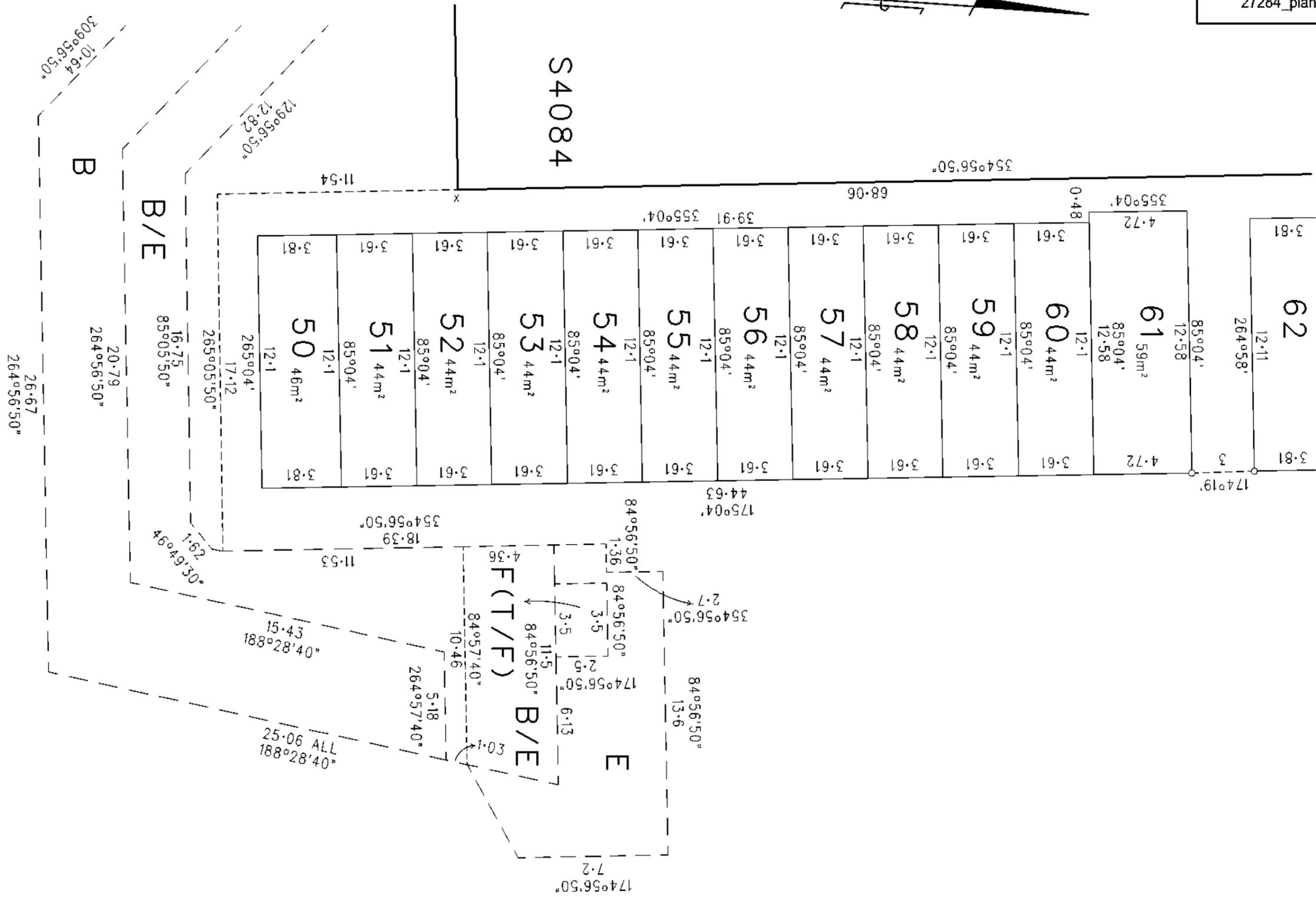
C26572

SHEET 6 OF 7

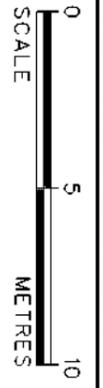
27284_pland_5_V02_Version_4



S4084



ENLARGEMENT X



LOT ENTITLEMENT SHEET

26572
COMMUNITY PLAN NUMBER

C 26572

SHEET 1 OF 6 SHEETS

ACCEPTED 18.2.2011

Paul B. Delp

REGISTRAR-GENERAL

DEV. NO. 145 : 2180 : 10

APPLICATION 11525700

SCHEDULE OF LOT ENTITLEMENTS		
1	95	
2	94	
3	94	
4	94	
5	94	
6	94	
7	95	
8	95	
9	94	
10	94	
11	94	
12	94	
13	94	
14	94	
15	94	
16	94	
17	94	
18	94	
19	95	

CERTIFICATE OF LAND VALUER

I, JEFFREY WOOD

being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 31ST day of DECEMBER 2010

Jeffrey Wood

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 26572

SHEET **2** OF **6** SHEETS

ACCEPTED **18.2.2011**

Paul B. Lyles

REGISTRAR-GENERAL

DEV. NO. **145 : C180 : 10**

APPLICATION **11525700**

SCHEDULE OF LOT ENTITLEMENTS		
20	95	
21	94	
22	94	
23	94	
24	94	
25	94	
26	123	
27	122	
28	94	
29	94	
30	94	
31	94	
32	94	
33	95	

CERTIFICATE OF LAND VALUER

JEFFREY WOOD

being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the **31ST** day of **DECEMBER 2010**

Jeffrey Wood

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 26572

SHEET **3** OF **6** SHEETS

ACCEPTED **18.2.2011**

Paul B. J. ...

REGISTRAR-GENERAL

DEV. NO. **145 : C180 : 10**

APPLICATION **11525700**

SCHEDULE OF LOT ENTITLEMENTS

34	95	
35	94	
36	94	
37	94	
38	94	
39	94	
40	94	
41	125	
42	123	
43	94	
44	94	
45	94	
46	94	
47	94	
48	95	
49	413	

CERTIFICATE OF LAND VALUER

JEFFREY WOOD

being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the **31ST** day of **DECEMBER 2011**

Jeffrey Wood

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 26572

SHEET 4 OF 6 SHEETS

ACCEPTED 18.2.2011



REGISTRAR-GENERAL

DEV. NO. 145 : C180 : 10

APPLICATION 11525700

SCHEDULE OF LOT ENTITLEMENTS

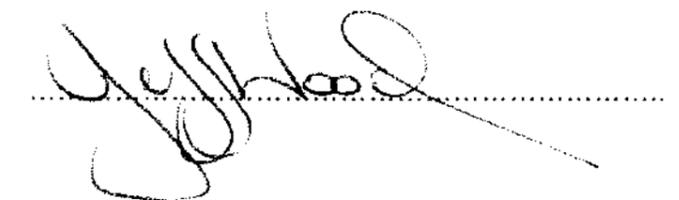
50	95	
51	94	
52	94	
53	94	
54	94	
55	94	
56	94	
57	94	
58	94	
59	94	
60	94	
61	123	

CERTIFICATE OF LAND VALUER

JEFFREY WOOD

being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 31ST day of DECEMBER 2010



LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C26572

SHEET **5** OF **6** SHEETS

ACCEPTED **18-2-2011**

Paul B. Dyer

REGISTRAR-GENERAL

DEV. NO. **145 : C180 : 10**

APPLICATION **11525700**

SCHEDULE OF LOT ENTITLEMENTS		
62	95	
63	94	
64	94	
65	94	
66	94	
67	95	
68	96	
69	94	
70	94	
71	94	
72	94	
73	94	
74	125	

CERTIFICATE OF LAND VALUER

.....*JEFFREY WOOD*.....

being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the **31ST**.....day of **DECEMBER 2010**

Jeffrey Wood

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 26572

SHEET **6** OF **6** SHEETS

ACCEPTED **18.2.2011**

Paul Belphar
REGISTRAR-GENERAL

DEV. NO. **145 : C180 : 10**

APPLICATION 11525700

SCHEDULE OF LOT ENTITLEMENTS		
75	125	
76	94	
77	94	
78	94	
79	94	
80	94	
81	96	
82	95	
83	93	
84	93	
85	93	
86	93	
87	93	
88	95	
89	123	
90	93	
91	93	
92	93	
93	93	
94	93	
95	93	
96	95	
97	413	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, JEFFREY WOOD.....

being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 31ST day of DECEMBER 2010

Jeffrey Wood
.....

Orig. LF 11525701



11:44 21-Jan-2011

2 of 3

Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
2

Lands Services Group
10:01 25/01/2011 02-006854
REGISTRATION FEE \$121.00 /

S/S

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: AGENT CODE
OAKRIDGE CONVEYANCERS TEF6

Correction to:
OAKRIDGE CONVEYANCERS TEF6

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

- 1
- 2
- 3
- 4

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
DV 28 10.2.11 FILED 18.2.2011 <i>Paul Balogh</i>	<i>AS</i>
 REGISTRAR-GENERAL	

R-G 010107

COMMUNITY PLAN NO 26572

D
~~144~~ - 146 MAIN SOUTH ROAD HACKHAM

SCHEME DESCRIPTION

COMMUNITY TITLES ACT 1996
COMMUNITY CORPORATION NO. 26572

INDEX

1. Interpretation and Definitions
2. Identification of the Community Parcel/Lots and Common Property
3. Identification of the Community Parcel/Lots and Common Property
4. Purposes for which the Lots and Common Property may be used
5. Purposes for which the Lots and Common Property may be used
6. Standard of Buildings and other Improvements
7. Subsequent Stages of the Scheme
8. Obligations to develop Community Lots
9. Developer's Obligations to improve or develop Common Property
10. Conditions of development imposed pursuant to the Development Act 1993
11. Other important features of the Scheme
12. Other important features of the Scheme
13. Other information required by the Regulations
14. Development Authority's Consent

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



.....
TANIA ELIZABETH FITZPATRICK, REGISTERED CONVEYANCER
224 OLD SOUTH ROAD, OLD REYNELLA SA 5161

**COMMUNITY TITLES ACT 1996
COMMUNITY CORPORATION NO 26572
SCHEME DESCRIPTION**

Interpretation and Definitions

1. In this scheme description unless the context otherwise requires:
 - 1.1 'Act' means the Community Titles Act 1996;
 - 1.2 'corporation' means Community Corporation No. 26572 Incorporated;
 - 1.3 'common property' has the same meaning as in the Act;
 - 1.4 'community lot' has the same meaning as in the Act;
 - 1.5 'plan of community division' has the same meaning as in the Act;
 - 1.6 'community plan' has the same meaning as in the Act;
 - 1.7 'developer' means Garden Estate Hackham Pty Ltd;
 - 1.8 'development approval' means the approval as amended or varied from time to time granted under the Development Act 1993 by the City of Onkaparinga;
 - 1.9 'development lot' has the same meaning as in the Act;
 - 1.10 'land' means the whole of the land comprised in Certificate of Title Register Book Volume 5956 Folios 704 and 705 and known as ~~144~~ – 146 Main South Road Hackham;
 - 1.11 'primary plan' has the same meaning as in the Act;
 - 1.12 other words have the definition given to them in the Act;
 - 1.13 a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;
 - 1.14 one gender includes all the other genders;
 - 1.15 the singular includes the plural and the other way around;

Identification of the Community Parcel and Common Property

2. The community parcel and the lots and the common property into which the community parcel is to be divided are identified in the plan of community division lodged with the Registrar General together with this Scheme Description in respect of Allotments 510 & 511 in DP 66194 in the area named Hackham and contained on CT Volume 5956 Folios 704 & 705 known as ~~144~~ – 146 Main South Road Hackham.
3. The community plan is a primary scheme creating a plan of community division for the development of 97 community lots and common property comprising;

- 3.1 Single story residential retirement living units on Lots 1 to 48 inclusive and Lots 50 to 96 inclusive; and
- 3.2 Caretaker residences and communal facilities for residents of community lots on Lots 49 and 97.
- 3.3 the development on the common property of:-
 - 3.3.1 driveways, walkways and access areas;
 - 3.3.2 car parking facilities;
 - 3.3.3 outdoor living areas;
 - 3.3.4 communal open space areas; and
 - 3.3.5 service infrastructure.
- 3.4 the development is a plan of community division pursuant to section 9 of the Community Titles Act 1996.

Purposes for which the Lots and the Common Property may be used

4. The community lots may only be used for retirement residential accommodation and for purposes ancillary to management of the development as a retirement estate.
5. The common property comprises improvements described in clause 3.2 inclusive for the benefit of the owners and occupiers of a community lot, and shall be used as facilities and infrastructure for the benefit of residents of the community lots.

Standard of Buildings and other Improvements

6. The improvements on the lots and on the common property are existing and have been:
 - 6.1 built in accordance with Building Code of Australia; and
 - 6.2 designed and constructed in a manner and to a standard required by the previous development approvals for the land.

Subsequent stages of the Scheme

7. The development is a primary scheme and the division of the land into community lots and common property, completed in one stage in accordance with the development approval. No further division or development is contemplated.

Obligations to develop Community Lots

8. There are no further obligations on the developer to develop the community lots.

Developer's obligations to improve or develop Common Property

9. There are no further obligations on the developer to develop the community lots.

Conditions of development imposed pursuant to the Development Act 1993

10. The division of the community parcel is subject to conditions imposed by the relevant planning authority pursuant to the Development Approval. A copy of the relevant Decision Notification Form and conditions are attached to this Scheme Description.

Other important features of the Scheme

11. There is to be no division of the community lot by secondary plan.
12. The development the subject of this scheme description is a unique community titles investment property development, answering the demand for senior rental accommodation. It is intended for residential accommodation for retirees assessed capable of independent living, who will rent the units on a short term (as needs be) basis. All lots within the scheme will form part of Garden Estate Hackham and will be managed by the appointed management authority.

Other information required by the Regulations

13. No other information is required by the Regulations.

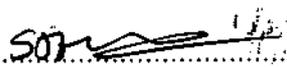
Endorsement by Relevant Development Authority

City of Onkaparinga hereby endorses this Scheme Description in accordance with Section 14(4)(d) of the Community Titles Act 1996.

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any) in accordance with this Scheme Description and the relevant plan of community division under the Community Titles Act 1996 have been granted.*
2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the City of Onkaparinga as the relevant planning authority.

Dated this 18 Day of January 2011

Signed: 

Witness:  Lauren Moore

CITY OF ONKAPARINGA

DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

**DEVELOPMENT
NUMBER**

6180/2010

DAC Reference : 145/C180/10

LAND DIVISION

FOR DEVELOPMENT APPLICATION **DATED:** 21-Jul-2010
REGISTERED ON: 21-Jul-2010

TO:	Garden Estate Hackham Pty Ltd C/- Weber Frankiw & Associates Pty Ltd 178 Main Rd MCLAREN VALE SA 5171
------------	--

LOCATION OF PROPOSED DEVELOPMENT	
PROPERTY DESCRIPTION	Allot 510 DP 66194, Allot 511 DP 66194
PROPERTY ADDRESS	146 Main South Road, HACKHAM SA 5163
CERTIFICATE(S) OF TITLE	CT-5956/704, CT-5956/705

NATURE OF PROPOSED DEVELOPMENT
Community Division (2 into 95)

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	Granted	1
LAND DIVISION CONSENT	Granted	1
DEVELOPMENT APPROVAL	Granted	2

No work can commence on this development until the Development Assessment Commission has issued a Certificate of Approval pursuant to Section 51 of the Development Act 1993.

Date of Decision: 28-Oct-2010	
Signed:	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
Date: 28/10/10	<input checked="" type="checkbox"/> Sheets Attached

CITY OF ONKAPARINGA

DEVELOPMENT APPLICATION NUMBER : 6180/2010
APPLICANT : Garden Estate Hackham Pty Ltd
LOCATION : 146 Main South Road, HACKHAM SA 5163
PROPOSED DEVELOPMENT : Community Division (2 into 95)
DECISION : Development Approval
DATE OF DECISION : 28-Oct-2010

DEVELOPMENT PLAN CONSENT

Conditions of Consent by Council

1. All development shall be completed in accordance with the plans and documents submitted with and forming part of the Development Application.

Conditions of Consent by the Development Assessment Commission

Nil

LAND DIVISION CONSENT

Land Division Conditions

Nil

Statement of Development Assessment Commission Requirements

1. A copy of a certified plan shall be lodged for Certificate purposes.

Note(s)

1. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm. Information on environment protection including stormwater, noise and general environmental duty can be accessed via the web site: www.epa.sa.gov.au
2. In accordance with Regulation 60(4)(b), Council advises that:
 - Residential accommodation for the aged, comprising 95 attached units, 2 community centres, 2 caretakers residences and associated carparking on the land were erected in the year 2004.
 - The address of the proposed sites are 144-146 Main South Road Hackham.
3. Conditions of previous consents continue to apply to the subject land, unless expressly varied by this consent.



Lauren Moore
AUTHORISED OFFICER

Dated: 28/10/10

Council has no requirements in respect to the proposed land division. Accordingly, we have no objection to the Development Assessment Commission issuing a Certificate of Approval pursuant to Section 51 of the Development Act 1993.

FORM LF2 (Version 2)
 CANCELLATION NOTED AT
 Orig. **LF# 13158071**



16:47 13-Aug-2019
 1 of 1

LANDS TITLES REGISTRATION OFFICE
 SOUTH AUSTRALIA
**LODGEMENT FOR FILING UNDER THE
 COMMUNITY TITLES ACT 1996**
 FORM APPROVED BY THE REGISTRAR-GENERAL

FSCP

SERIES NO	PREFIX
	LF

OP 26572

AGENT CODE

LODGED BY: Frank Stemper Conveyancing FSCP

CORRECTION TO: Frank Stemper Conveyancing FSCP

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
 (COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

*Certified correct for the
 purposes of the Real Property Act.
 F Stemper
 FRANK STEMPER
 REGISTERED CONVEYANCER*

PICK-UP NO.	
<i>D WATSON CP 26572</i>	
CORRECTION <i>26.8.19</i>	PASSED <i>[Signature]</i>
FILED <i>[Signature]</i>	20 NOV 2019
pro	 REGISTRAR-GENERAL

* Strike through the inapplicable

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~
~~*NOTICE OF VARIATION OF BY-LAWS~~
~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

INSTRUMENT AFFECTED 12047954 ✓

PLAN No. C26572

To the Registrar-General,

Certification of copy of by-laws as varied and resolution:

I, Ian Murray Collins of 6 Snug Court Encounter Bay SA 5211
being an Officer of the Community Corporation No.26572 Incorporated certify that –

- (a) the copy of the by-laws attached to this certificate is a true copy of the by-laws as varied by special/unanimous resolution of the corporation at a duly convened meeting of the corporation held on 30 July 2019; and
- (b) the copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

Dated the 13th day of AUGUST 2019

Signed:



.....
Ian Murray Collins - Treasurer

Community Plan No.26572 Incorporated

COMMUNITY TITLES ACT 1996

BY-LAWS

146 Main South Road Hackham SA 5163

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



.....
Ian Murray Collins - Treasurer

Date: 13 / 08 / 2019

Certificate as to preparation of scheme description, by-laws or
development contracts:

Certified correctly prepared in accordance with the requirements of the *Community
Titles Act 1996* by an officer of the community corporation.

Date: 13 / 08 / 2019

Name: Ian Murray Collins
Address: 6 Snug Court Encounter Bay SA 5211



.....
Ian Murray Collins - Treasurer

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Community Plan No. 26572

Operative clauses

1. Interpretation

In these by-laws, unless the content otherwise requires:

Act means the *Community Titles Act 1996*;

Community Parcel means all the land the subject of the community plan referred to above;

Common Property means all common property of the Corporation as defined by the Act including all chattels, fixtures, plant and equipment located on the common property and for avoidance of doubt, all building all building structures (including but not limited to all roof sheets, roof timbers, fascia boards, eave linings, scotia, guttering and downpipes) that were in existence at the time of lodgement of the Community Plan or installed by the Corporation;

Corporation means Community Corporation No. 26374 Incorporated;

Corporation Manager means any party approved by the Corporation having relevant expertise and experience to properly manage and perform the duties and functions of the Corporation under the Act and **Corporation Management Agreement** means any such agreement appointing the Corporation Manager pursuant to section 75(5) of the Act;

Eureka Hackham means the improvements and facilities within or upon the Community Parcel including without limitation the Common Property of the Corporation;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

GST means the goods and services tax established under the GST Act;

Improvement means anything which has been done to the community lot by way of the development of the community lot or otherwise installed thereon;

Letting Agent means the proprietor of any letting business permitted by the Corporation to carry on business from premises within the Community Parcel leasing or selling lots on behalf of a Lot Holder;

Lot means a community Lot comprised in the community scheme;

Lot Holder means the owner of a lot and where the context allows the occupier of a lot;

Occupier of a lot includes, if the lot is unoccupied, the owner of the lot;

Rules mean the rules made by the Corporation pursuant to the powers contained in these by-laws;

Scheme Description means the scheme description for the Community Parcel pursuant to Part 4 of the Act as varied from time to time;

other words have the definition given to them in the Act;

a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;

One gender includes all other genders;

The singular includes the plural and the other way around.

2. Administration Management and Control of Common Property

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may (but is not obliged to) establish a management corporation (the **Management Corporation**) responsible to the Corporation for the administration, management and control of the Common Property.
- 2.3 The Corporation may appoint a manager to assist the Corporation or the Management Corporation in the function of administering, managing and controlling the Common Property.
- 2.4 For the purposes of providing for the control, management and administration of the Community Parcel, the Body Corporate is hereby empowered to enter into appropriate agreements for the provision of services on such terms and conditions as the Body Corporate may deem fit.
- 2.5 For the purposes of enabling a Letting Agent to carry on business from premises within the Community Parcel, leasing or selling lots on behalf of a Lot Holder and providing other services to the Lot Holders, the Body Corporate is hereby empowered to enter into appropriate agreements on such terms and conditions as the Body Corporate may deem fit.
- 2.6 Any costs incurred by the Corporation in fulfilling its functions under the Act or these by-laws are recoverable from the owners of the community lots in proportion to the lot entitlement of each lot.
- 2.7 If the costs (referred to in clause 2.6) incurred or being recovered by the Corporation relate to a taxable supply under the GST Act then:
- (a) the owner of the community lot must pay to the Corporation GST on the costs;
 - (b) the Corporation must, at the time of requesting payment, provide the owner of the community lot with a tax invoice in accordance with the GST Act;
 - (c) if an adjustment event occurs as defined in the GST Act, then the Corporation must provide an adjustment note within 7 days of the happening of the adjustment event.

3. Use and Enjoyment of the Common Property

- 3.1 The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lot Holders, occupiers and their invitees.
- 3.2 The Common Property comprises the whole of the Community Parcel other than those parts of the Community Parcel which are designated as lots in the Community Plan, including but not limited to the maintenance shed, a driveway for access, car parking, internal walkways, service infrastructure, security gates, entry statement and landscaping.

3.3 A person bound by these by-laws must:

- (a) not use the Common Property otherwise than in accordance with any directions made by the Corporation from time to time and in particular must not use the Common Property in a manner which will constitute annoyance nuisance grievance disturbance or damage or create any noise which interferes with or which might reasonably be deemed to interfere with the peace and quietness of Lot Holders and/or occupants of the building in which the lot is located or of any person making legitimate and reasonable use of the Common Property; and
- (b) comply with all rules and directions (if any) from time to time issued by the Corporation or otherwise in respect of the Common Property.

4. Variation of these By-laws

4.1 These by-laws may be varied by a special resolution of the Corporation other than by-laws 2.2 to 2.5 inclusive which may only be varied by unanimous resolution.

4.2 Within 14 days after the passing of the special resolution or a unanimous resolution varying the by-laws or the making of an order by a court varying a by-law, the Corporation must lodge with the Registrar-General:

- (a) a copy of the by-laws as varied;
- (b) a copy of the resolution or order;
- (c) the fee prescribed by regulation.

4.3 The Corporation must comply with the Act in respect of the variation of the by-laws.

5. Use of Lots/Persons bound by these By-laws

5.1 A person bound by these by-laws acknowledges that where lots are used for residential purposes the occupants of the lots will be predominately 55 years or older and typically 65 years or older.

5.2 A person bound by these by-laws must not use a lot for other than a residential purpose unless the use is consistent with the Scheme Description, the By-laws and the use has been approved by the Corporation.

5.3 The Corporation may enter into an agreement to permit a Lot Holder which provides services to the Corporation pursuant to by-law 2.4 to use the Lot Holder's lot and Common Property for the purposes of providing those services.

5.4 The Corporation may enter into an agreement to permit a Letting Agent which is a Lot Holder to use the Letting Agent's lot for the purpose of the business of the Letting Agent and to provide other services to Lot Holders.

5.5 The following persons are bound by these by-laws;

- (a) the Corporation;
- (b) the Lot Holders and occupiers of the community Lots comprising the Community Scheme.
- (c) persons entering the Community Parcel (including with limitation a Lot Holder's tenants, guests, servants, employees, agents, children, invitees, and licensees).

6. Noise.

A person bound by these by-laws must not on the Community Parcel create any noise likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using Common Property.

7. Vehicles

A person bound by these by-laws must not park or stand a motor vehicle in a parking space allocated for others or on a part of the Common Property on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation will in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person indemnities the Corporation in respect of all claims for costs and damages arising out of such actions.

8. Obstructions

A person bound by these by-laws must not obstruct lawful use of Common Property by any person.

9. Damage to Gardens, etc on Common Property

A person bound by these by-laws must not, without the consent of the Corporation:

- (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use any portion of the Common Property for his or her own purpose as a garden.

10. Damage to Common Property

10.1 A person bound by these by-laws must not:

- (a) use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by other persons lawfully entitled to use the Common Property their visitors or invitees (which expression includes customers and/or clients as the case may be);
- (b) make undue noise in or about any lot or the Common Property;
- (c) interfere with others in the enjoyment of their rights in relation to lots or Common Property; and
- (d) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the prior approval in writing of the Corporation.

10.2 Maintenance to Common Property

- (a) the Corporation shall be responsible for the upkeep, repair and maintenance of the Common Property, as defined in these By-laws;
- (b) the Corporation shall not be responsible for the upkeep, repair and maintenance of any alteration or addition to a Lot made by a Lot Holder.

11. Lot Holder Conduct

11.1 Subject to these by-laws, a person bound by these by-laws must not:

- (a) bring objects or materials onto the Common Property of a kind that are likely to cause justified offence to others;
- (b) allow refuse to accumulate so as to cause justified offence to others;
- (c) be inadequately clothed when upon the Common Property or when upon any part of a lot so as to be visible from another lot or from the Common Property;
- (d) use any language or behave in a manner likely to cause offence or embarrassment to others;
- (e) permit any child over whom he or she had control to play upon any Common Property (other than an area designated by the Corporation as a children's play area);
- (f) dispose or throw upon the Common Property any rubbish dirt dust or other material or any appliance chattel or any other article or thing except in the receptacle or areas (if any) specifically provided therefor;
- (g) hang any washing, towel, bedding, clothing or other article on any part of a lot in such a way as to be visible from outside the lot;
- (h) 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 a lot holder or occupier of a lot shall ensure that all fire, security and garage doors are kept locked or secure or in an operational state (as the case may be) when not in immediate use;
- (i) use or interfere with any fire hydrant or any other firefighting or fire safety equipment except in the case of an emergency;
- (j) use or permit to be used any barbecue upon any lot without the Corporation Managers permission;
- (k) use any washing machine or tumble dryer in any lot between the hours of 10pm and 7:30am;
- (l) wash any motor vehicle or permit any motor vehicle to be washed on any part of a lot or on any part of the Common Property;
- (m) transport or permit the transport of any furniture or other heavy or large objects through or upon the Common Property unless he or she has first given to the Corporation notice of his or her intention to do so sufficient in the circumstances to enable the Corporation (if it so wishes) to arrange for its nominee to be present at the time when such transport occurs;
- (n) when transporting or permitting the transport of any objects through or upon the Common Property prevent any security or perimeter door or exit from closing unless a responsible person attends at that door or exit for any time that the security or perimeter door is held open in order to prevent the unauthorised entry of persons upon the Common Property through that door or exit;
- (o) store garbage other than in an appropriate container that prevents the escape of unpleasant odours;
- (p) install or permit the installation of any window furnishings to the interior of any windows other than in accordance with the policy guidelines issued from time to time by the Corporation or the Corporation Manager;
- (q) disobey reasonable directions or requests from an officer of the Corporation or the Corporation Manager;
- (r) carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services on or in relation to the Community Parcel without prior written consent of the Corporation;
- (s) 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 provision of services without prior written consent of the Corporation;
- (t) advise the Corporation Manager if the Lot will be vacant for more than 48 hours;
- (u) advise of the name and address of next-of-kin of the occupier and from time to time to advise any change that might occur in the identity or address of such person.

- 11.2 A Lot Holder or occupier of a lot must take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she must ensure that such visitor or invitee leaves the Community Parcel.
- 11.3 A Lot Holder;
- (a) shall keep his or her lot clean and take all practicable steps to prevent infestation by vermin and/or insects;
 - (b) shall be responsible for the interior maintenance and decoration of his or her lot;
 - (c) will be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in the Corporation caused by the Lot Holder or any occupier of the lot or their visitors or invitees;
 - (d) whose lot is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lot Holder must take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing must;
 - i) ensure that it is a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;
 - ii) provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and must in addition ensure that in the event that such lease, licence or other agreement is in writing and annexes a copy of these by-laws; and
 - iii) provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

12. Water Consumption Charges

Where there is not a separate meter to a lot, the Corporation may by special resolution determine:

- (a) to transfer the responsibility back to each Lot Holder for payment of water consumption charges; and
- (b) the basis of the division of water cost between each Lot Holder.

13. Signs

Subject to By-law 31, a person bound by these by-laws must not, without the consent of the Corporation, display any sign, advertisement, placard, banner or other conspicuous material of a similar nature:

- (a) on any part of his or her lot so as to be visible from outside of the building in which the lot is located; or
- (b) on any part of the Common Property,

PROVIDED ALWAYS THAT:

- (a) signage and letters specifying the name of the building in which the lots are compromised as "Eureka Hackham" (or such other name as may be approved by the Community Corporation) may be installed within and upon the said building and a

person bound by these by-laws allows the Corporation Manager or other person authorised by the Corporation to affix to the exterior of the premises comprising that person's lot such signage or letters containing or comprising the name "Eureka Hackham" (or such other name as may be approved by the Community Corporation) as the Corporation Manager or such other person may stipulate or as the Corporation may have agreed to allow pursuant to any naming rights agreement into which it has entered and in addition to allowing signage or letters to be affixed as aforesaid each Lot Holder allows the Corporation Manager or the holder of the naming rights such rights of access, use and easements as the holder of the naming rights requires in order to illuminate by electric light the said signage or letters and to be able to easily access, clean and maintain such letters or signage; and

- (b) the Letting Agent nominated by the Corporation from time to time is exclusively permitted to erect and display any sign, advertisement, placard or other conspicuous material of a similar nature on any part of the Community Parcel, including the Common Property and any lot for the purpose of promoting and fostering its business.

14. Security

The Corporation may take all reasonable steps to ensure the security of the Community Parcel and property of the Corporation and the observance of these by-laws and without limiting the generality of the foregoing, may:

- (a) close off any part of the Common Property not required for ingress or egress to a lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lot Holders or occupiers of any such part of the Common Property;
- (b) permit any designated part of the Common Property to be used by any security person, firm or company to the exclusion of lot holders or occupiers generally as a means of monitoring the security and general safety of the Community Parcel; and
- (c) obtain, install and maintain any locks, alarms, communication system or any other security device.

15. Keys

- 15.1 If the Corporation in the exercise of any of its powers under these by-laws restricts the access of Lot Holders or occupiers to any part of the Common Property by means of any lock or similar security device it may make such number of keys or operating systems (if any) as it determines available to Lot Holders free of charge and thereafter may at its discretion make additional numbers thereof available to Lot Holders upon payment of a reasonable charge as may be determined from time to time by the Corporation.
- 15.2 The Lot Holder of a lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to any such occupier) to ensure the return thereof to the Lot Holder or the Corporation upon the occupier ceasing to be an occupier.
- 15.3 A Lot Holder or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come must not without the prior written approval of the Corporation duplicate the same or cause or permit the same to be duplicated and must take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Lot Holder or occupier and is not disposed of otherwise than by returning it to the Corporation.
- 15.4 A Lot Holder or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Corporation if the same is lost or misplaced.

16. Storage of Flammable Liquids etc.

The occupier of a lot (or if the lot is unoccupied, the Lot Holder) must not, without the prior written consent of the Corporation, use or store in the lot or on the Common Property any explosive or other dangerous substance.

17. Fire Safety

A Lot Holder or occupier of a lot must not use frypans, gas or electric hotplates or ovens in the lot. Cooking is prohibited other than the use of a toaster, electric jug and microwave oven for reheating cooked food.

18. Garbage Disposal

18.1 A Lot Holder or occupier of a lot must:

- (a) save where the Corporation provides some other means of disposal of garbage, (which other means of disposal will be adhered to by the Lot Holder or occupier) maintain within his lot, or on such part of the Common Property as may be authorised by the Corporation, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the Lot Holder or occupier of any other lot is not adversely affected by his disposal of garbage.

18.2 Garbage receptacles shall be placed only where approved by the Corporation Manager and used only for the purpose for which they are provided:

- (a) empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible, out of sight; and
- (b) Lot Holders and occupiers must not litter or otherwise interfere with the tidiness of the car parking areas.

19. Keeping of Animals

19.1 A person bound by these by-laws must not (without the prior written consent of the Community Corporation) keep an animal (except fish contained in a secure aquarium on the lot) in, or in the vicinity of, a lot or on the Common Property provided always that nothing in this By-law 19 shall:

- (a) prevent an occupier of a lot who suffers from a disability from keeping a dog on the lot or restrict the use of a dog by the occupier if the dog is trained to assist the occupier in respect of that disability; or
- (b) prevent a visitor to the Community Parcel who suffers from a disability from using a dog trained to assist the visitor in respect of the disability; or
- (c) prevent the Corporation from granting consent to an occupier to keep an animal in or in the vicinity of that person's lot, having had regard to the occupier's circumstances at time of occupying the lot, and the age, size, and type of animal, provided that the Corporation shall also have the power to rescind or vary any such consent from time to time.

19.2 Where a person bound by these by-laws (with the consent of the Community Corporation), brings or keeps an animal on a lot or any other part of the Common Property that person is:

- (a) liable to the proprietors or occupiers of all other lots comprised in the plan of community division, and all other persons lawfully on the Common Property for any act or noise

which is disturbing to an extent which is unreasonable, and for damage to, or loss of property or injury to any person caused by the animal; and

- (b) responsible for cleaning up after the animal has used any part of another lot or any part of the Common Property.

20 Tenants to have notice of by-laws

A copy of these by-laws (or a précis thereof approval by the Corporation) must be delivered by the Lot Holder to the Lessee or occupier of any lot not personally occupied by the Lot Holder and in any event incorporated as an annexure to any Lease or Licence granted to a Lessee or occupier.

21 Use of water etc

- 21.1 A Lot Holder or occupier must not waste the water and shall see that all water taps in his or her lot are promptly turned off after use.

- 21.1.1 The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. The cost of repairing any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Lot Holder whether the same is caused by his own actions, or those of his tenants, servants, agents, guests, employees, invitees, or licensees.

22 Notice to be given

A Lot Holder or occupier must give the Corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his or her knowledge and the Corporation shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any dwelling as often as may be necessary.

23 Corporation may inspect

Upon one day's notice in writing (without notice in the case of emergency) the Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Lot Holder in cases where such leakage or defect is due to any act or default of the said Lot Holder, or his tenants, guests, servants, agents, employees, invitees or licensees). If not so permitted they may effect an entry. The Corporation, in exercising this power, must ensure that its servants, agents and employees cause as little inconvenience to the Lot Holder or occupier as is reasonable in the circumstances.

24 Insurance

- 24.1 Each Lot Holder must effect their own third party property and public risk insurance extending to cover any person occupying the Lot Holder's lot.
- 24.2 The policy of Insurance to be effected by each Lot Holder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event with such minimum requirement being increased by the Corporation as it reasonably determines from time to time.

- 24.3 Each Lot Holder must supply the Corporation with proof of insurance by providing a copy of the lot Holder's current receipted insurance schedule or policy on request.

25. Sinking Fund

- 25.1 The Corporation will establish a sinking fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- 25.2 The Corporation must advise the Lot Holders in writing of the establishment of any such sinking fund and of the contribution to be made by the Lot Holder.
- 25.3 The following provisions apply to any sinking fund established under this by-law:
- (a) the Corporation will establish a separate fund for such monies and all monies paid by the Lot Holder in this regard will be paid into that fund;
 - (b) that fund or so much of the balance standing to the credit of that fund as remains unexpected from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
 - (c) any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

26. Driveways to be kept clear

- 26.1 The pathways and driveways on the land and any easement giving access to the land must not be obstructed by any of the Lot Holders or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no Lot Holder or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, driveways and easement.
- 26.2 A Lot Holder or occupier of a lot must not obstruct lawful use of Common Property by any person including obstruction by the placement thereon of free standing signs, furniture, pot plants, display of wares or otherwise howsoever.

27. Corporation may make Rules

The Corporation may make rules relating to the Common Property (including but not limited to the allocation and granting permits for the use of up to ten car parking bays) not inconsistent with these by-laws and the same 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 Lot Holders.

28. Lot Holders not to instruct Contractors/Workmen

Lot Holders must not directly instruct any contractors or workmen employed by the Corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the Corporation shall be directed to the Secretary or Corporation Manager and not to the Chairman or any member of the Corporation.

29. Corporation rights and powers - unpaid levies

- 29.1 A Lot Holder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand;
- (a) the whole of the Corporation's costs and expenses (including solicitor and own client costs) incurred in recovering levies or moneys duly levied upon the proprietor's Lot in the plan by the Corporation pursuant to the Act or pursuant to the by-laws of the Corporation;

- (b) such costs as may have been ordered to be paid by the Lot Holder to the Corporation by any court, tribunal or body with authority to order the payment of such costs.
- 29.2 In the event that the Lot Holder fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Corporation may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Corporation's party and party costs, the Corporation shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment in costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in paragraphs 29.1(a) above against the levy account of the Lot Holder's in the plan and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act or the Act.
- 29.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as 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 Corporation Manager has administrative discretion to write off interest at a limit to be determined by the Corporation from time to time.
- 29.4 If at any time 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.
- 29.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 29.6 Where the Corporation expends money to make good damage caused by a breach of these by-laws by any Lot Holder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them, the Corporation shall be entitled to recover the amount so expended as debt in an action in any court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred and the amount of such money so expended may at the discretion of the Corporation be imposed on the Lot Holder and the Lot Holder's lot as a special levy, and if so imposed may be recovered from the Lot Holder, and constitute a charge on the lot, as a levy.

30. Ownership Change

A Lot Holder must immediately notify the Corporation of:

- (a) any change in the ownership of the lot, or any change in the address of the owner; and
- (b) any change in the occupancy of the lot.

31. Advertising

Notwithstanding by-law 13 hereof a person may display an advertisement associated with the sale of a lot on that lot provided the prior written consent of the Corporation or the Corporation Manager has been obtained (which shall not be unreasonably withheld).

32. Severability

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

33. Offence

Any person who contravenes or fails to comply with the provisions contained in these by-laws or Rules is guilty of an offence.

34. Penalty

The maximum penalty for the breach of any of these by-laws or the Rules is \$500.00 or such other maximum amount as may from time to time be provided by Section 34(3)(e) of the Act.

THIS IS A COPY OF THE DULY CONVENED
MEETING OF THE CORPORATION HELD ON
30 JULY 2019, REFERRED TO IN THE ATTACHED CERTIFICATE.

SIGNED:



IAN MURRAY COLLINS - TREASURER.
DATE: 8/11/2019.

Minutes of the Annual General Meeting

Corporation *Community Corporation 26572 Inc*
Address *144 Main South Road Hackham*
Meeting Date *Tuesday 30 July 2019 commencing at 9:30 am*
Location *Strata Data Offices, 647 Portrush Road, Glen Osmond*

Present in Person

Lot: 12, 13, 27 & 96 Mr Kenneth Ramsey
Lot: 16 Mr Shane Adams
Lot: 20, 82 & 88 The I & A Collins Superannuation Fund
Lot: 26 & 33 Mrs Helena Mitch
Lot: 39 Mr Sergio Galessi
Lot: 52 Mr Jeanette Stott
Lot: 56, 57 & 89 Hand Made Investments Projects
Lot: 75 Mr Tony Hall
Lot: 76 Mr Simon Hall
Lot: 81 Tirraappendi Pty Ltd
Lot: 95 Bruce Armstrong Superannuation Fund

Apologies

Nil.

Present by Proxy

Lot: 2 Mr Ivan Juric & Mrs Jadranka Juric – Proxy to Strata Data
Lot: 7, 9, 10, 15, 17, 21, 22 & 25 Angas Securities House – Proxy to Mrs Esther Yong
Lot: 14 & 31 Mr Doug Fitzpatrick – Proxy to Strata Data
Lot: 23, 32 & 84 Mr Steven Collins – Proxy to Mr Ian Collins
Lot: 34 Mr Mr N Hutchings – Proxy to Strata Data
Lot: 46 & 47 Miss Judith Ware – Proxy to Strata Data
Lot: 58 & 59 Ms E Whyte – Proxy to Strata Data
Lot: 64 & 65 Mr V & C Spiteri – Proxy to Strata Data
Lot: 66 Mr Tony Sibley – Proxy to Strata Data
Lot: 67 Mr David Monck – Proxy to Strata Data
Lot: 73 Mr Mark & Mrs Kathleen Williams – Proxy to Strata Data
Lot: 74 Mr Lee Demery – Proxy to Strata Data
Lot: 90 Mr Dominic Trimboli & Mrs Pauline Trimboli – Proxy to Strata Data
Lot: 91 Mr John Turnbull & Mrs Suzanne Turnbull – Proxy to Strata Data

In attendance

Paul Francken & Sarah Steele representing Strata Data
Mr Peter Jones representing Hand Made Investments Projects & Tirraappendi Pty Ltd
Mr Ian Collins representing The I & A Collins Superannuation Fund
Mr Bruce Armstrong representing Bruce Armstrong Superannuation Fund

Quorum

The Body Corporate Manager advised that the Corporation had currently 5 un-financial lots with the payments due 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 9:36am.

Chairperson

Moved Hand Made Investments Projects Seconded The I & A Collins Superannuation Fund "that Paul Francken of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Confirmation of Minutes

It was Moved Mr Sergio Galessi Seconded Mr Kenneth Ramsey "that the minutes of the previous Annual General Meeting, held on Wednesday 8th August 2018 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

Moved Angas Securities House – By Proxy Seconded Mr Kenneth Ramsey "that the statement of income and expenditure for the period Tuesday, 8 May 2018 to Tuesday, 7 May 2019 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.

Review of Sums Insured

Strata Data advised that Section 103 of the Community Titles Act 1996 (as amended) and the by-laws effect insurance of the common property and recommended that the corporation arrange a valuation of the common areas to satisfy compliance. Body Corporate members are advised that they must, so as not to jeopardise the Corporation's position in regards to claim processing or renewals, notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from three separate insurers, inclusive of the current insurer. The current insurer also included a suggested Building Insurance increase of 5% as well as the cost of the policy should the Corporation choose to increase the building sum insured by 5%.

The Body Corporate declined to have an insurance valuation and resolved to maintain the current sums insured.

It was Moved Hand Made Investments Projects Seconded The I & A Collins Superannuation Fund "that the sums insured be:

Building Insurance	\$14,743,600.00
Common Area Insurance	\$138,000.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	\$4,423,080.00
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	30/07/2019
Last Valuation Date	05/09/2018
Last Valuation Sum	\$13,297,000.00

Strata Data was appointed to place this insurance with CHU through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

Insurance Disclaimer

In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate's decision to insure for a lesser amount than is required by legislation (the requirement is that the common property at all times be insured to full replacement value), Strata Data and or members of its staff will not be held professionally negligent. It is the express requirement that the Registered Proprietors of The Strata Data Group from time to time are indemnified and will keep indemnified against any claim of any nature that may arise as a result of the Body Corporate's decision relating to the sum insured.

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/>

Contents Insurance

Strata Data advised the Members that the corporation's insurance policy does not cover an owner's or tenant's contents (including carpets, curtains and light fittings) or an owner's legal liability within their Lot and that it is each individual owner's responsibility to organize contents insurance for their Lot.

Authority to Use Non Approved Contractors

Trades Monitor has been appointed to help reduce your liability when engaging tradespeople and contractors who perform works on the Body Corporate. There are many liability issues and risks that can arise if those contractors do not have the required insurances, ABN, licences and registrations.

The monitoring of all of these registered contractors is then ongoing by Trades Monitor - their licences and insurances are checked for the required renewals each year ensuring peace of mind for everyone. As such Strata Data ordinarily only issues work to contractors who are approved by Trades Monitor, to protect everyone's interest.

If however the corporation wish to use service providers that are not Trades Monitor approved Strata Data would require written approval from the relevant Office Bearers instructing them to do so. When this approval is received, the committee members and/or each Owner must be aware that they could be personally liable for any loss, damage, defective work, or public liability claim made on their Body Corporate where the service provider is involved.

Use of a Non Preferred Contractor

A Preferred Contractor is a Contractor that has been proven to carry up to date & relevant, insurance policies, business registration & licensing (as per Trades Monitor) and tested by Strata Data to be competent, in their respective fields of expertise, to attend to works upon the property of managed Bodies Corporate.

The Body Corporate and/or its Officers may resolve to decline the use of the Preferred Contractors recommended by Strata Data. In this case a member of the Body Corporate must be responsible for obtaining quotations and instructing the "Non-Preferred" Contractor to proceed with works. On completion of works, the Presiding Officer or any other person nominated at a General Meeting must sign off on the "Non-Preferred" contractors invoice, prior to funds being released from the Body Corporates Trust Account.

The Body Corporate acknowledges that Strata Data cannot be involved in the process of arranging quotations for works, coordinating, overseeing, supervising or otherwise becoming involved in the works that are to be carried out by a "Non-Preferred" Contractor in any way. In the instance where Strata Data is requested by the Body Corporate to become involved in dispute resolution between the Body Corporate and a "Non-Preferred" Contractor, the fee prescribed in the Management Agreement between the Body Corporate and Strata Data will apply.

The Body Corporate may, at any time utilise the services of any contractor on the "Preferred" Contractor list.

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to make contact with the Village Manager to request that the gutters be inspected, with a report to be provided on the current condition of the gutters and if/when they are to be cleaned. If specific areas are required to be cleaned Strata Data are to action accordingly.

Termite Treatment/Inspections

It was requested that Strata Data sourced an updated quote to have all external common areas inspected for termites by Lawlor's Pest Control. Once the quote is in hand it's to be forwarded to the Management Committee for direction.

Other Relevant Business

Electricity Invoice

It was requested that Strata Data provide the latest electricity invoice to the Management Committee for review and inspection, mainly to seek information around the feed in benefits of the common solar system installed.

* **Proposed amendments to the By-Laws**

Moved Mr Bruce Armstrong Seconded Mr Tony Hall "that the definition of Common Property in clause 1 of the By-laws to the Community Corporation be amended by deleting the current wording "Common Property means all common property of the Corporation as defined by the Act including all chattels, fixtures, plant and equipment located on Common Property

Common Property" and in substitution inserting the words:

"Common Property means all common property of the Corporation as defined by the Act including all chattels, fixtures, plant and equipment located on the common property and, for avoidance of doubt, all building structures (including but not limited to all roof sheets, roof timbers, fascia boards, eave linings, scotia, guttering and downpipes) that were in existence at the time of lodgement of the Community Plan or installed by the Corporation.

* **By inserting a new clause 10.2 in the By-laws as follows:**

10.2 Maintenance to Common Property

(a) the Corporation shall be responsible for the upkeep, repair and maintenance of the Common Property, as defined in these By-laws;

(b) the Corporation shall not be responsible for the upkeep, repair and maintenance of any alteration or addition to a Lot made by a Lot Holder". *Carried Unanimously*

Sinking Fund Analysis

Moved Bruce Armstrong Superannuation Fund Seconded Mr Tony Hall "that the Body Corporate reviewed and notes the previous Sinking Fund Forecast prepared by Solutions in Engineering created on the 28/06/2016, as previously distributed to all members. It was further resolved the Corporation wish not to follow the recommendations of the report. *Carried Unanimously*

* THIS IS THE COPY OF THE RESOLUTION OF THE CORPORATION REFERRED TO IN THE ATTACHED CERTIFICATE .

SIGNED:



IAN MURRAY COLLINS - TREASURER .

DATE: 8/11/2019 .

Maintenance Condition and Safety Report

With the recent trend towards greater focus and attention on safety and minimising risk to others, the Body Corporate has a duty of care to ensure that the Common Property is free from hazards. Section 75(1)(b) of the Community 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.

Moved Bruce Armstrong Superannuation Fund Seconded Hand Made Investments Projects "that completion of a Maintenance Condition and Safety Report is not required at this time. The Members present noted that the Village Manager is to continue to review the common property and report any concerns noted. It was further noted that previous concerns that were raised had been acted upon by the Management Committee" *Carried Unanimously*

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 \$207,882.00. This Budget was not approved:

After discussion it was Moved Hand Made Investments Projects Seconded Mr Sergio Galessi "that the Annual Contributions be as follows:

Administration Fund	\$192,926.00
Sinking Fund	\$ 13,000.00
Total Contribution	\$205,926.00

This contribution is payable quarterly and divided entitlement commencing on 1st October 2019.

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 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was Moved Bruce Armstrong Superannuation Fund Seconded Mr Kenneth Ramsey "that Mr Peter Jones be appointed to the positions of Presiding Officer and Secretary and be the main contact point between Strata Data and the corporation, and that Mr Ian Collins be appointed to the position of Treasurer for the forthcoming year. A Committee comprising the following owners is appointed." *Carried Unanimously*

Committee Members

Mr Steven Collins
Mrs Sandra Ivor

Appointment of Body Corporate Manager

Moved The I & A Collins Superannuation Fund Seconded Mr Kenneth Ramsey "that Strata Data be re-appointed as body corporate manager for the coming year and that the following fee/rate structure will apply for the current financial year:

Annual Fee of \$16,080.00 plus GST of \$1,608.00 for a total of \$17,688.00 payable monthly

The Presiding Officer is authorised to sign the agreement on behalf of the Body Corporate and return it to Strata Data. If the Presiding Officer does not sign and return the agreement to Strata Data within 14 days, the agreement shall be deemed to have been accepted by the Body Corporate. The Body Corporate Manager is duly authorised to sign the agreement and affix the common seal." *Carried Unanimously*

Next Annual General Meeting

The next Annual General Meeting will be held on 28/07/2020 at 9:30am at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 10:24am.



STRATA DATA

Date: 5 March 2025

To: Searchlight Technology

Email: searches@searchlighttechnology.com.au

Property Address: 47/144 MAIN SOUTH ROAD HACKHAM, SA 5163

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 26572 INC

E: reception@stratadata.com.au

P: 08 8372 2777

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY: **Name:** Searchlight Technology
Address: searches@searchlighttechnology.com.au

REGARDING: **Corporation:** COMMUNITY CORPORATION 26572 INC
Unit No. & Address: 47/144 MAIN SOUTH ROAD HACKHAM
Owners: Judith Helen Ware

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 94

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$576.38	31/03/2025
Sinking Fund Levy	\$107.60	31/03/2025
Current Levy	Amount	Frequency
Admin Fund Levy	\$576.38	Quarterly
Sinking Fund Levy	\$107.60	Quarterly

1.3 Arrears

Levies	Due as at 05/03/2025	Charged but due after 05/03/2025
Admin Fund Levy	\$0.00	\$576.38
Sinking Fund Levy	\$0.00	\$107.60
Amount Due	\$0.00	\$683.98

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



Biller Code: 96503
Ref: 23201195700026572475

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: \$114,962.85 comprising Admin: \$93,367.62 and Sinking: \$21,595.23

(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: Common - Corporation

PART 2 : INSURANCE

Insurer : CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Catastrophe Cover	\$5,208,372.00	HU0006087807	30/07/2025
Common contents	\$173,612.00	HU0006087807	30/07/2025
Building	\$17,361,241.00	HU0006087807	30/07/2025
Machinery breakdown	\$100,000.00	HU0006087807	30/07/2025
Voluntary workers	\$200,000.00	HU0006087807	30/07/2025
Office Bearers	\$1,000,000.00	HU0006087807	30/07/2025
Public Liability	\$30,000,000.00	HU0006087807	30/07/2025
Office Bearers	\$5,000,000.00	HU0006087807	30/07/2025
Government Audit Costs	\$25,000.00	HU0006087807	30/07/2025
Common contents	\$173,612.00	HU0006087807	30/07/2025
Fidelity Guarantee	\$100,000.00	HU0006087807	30/07/2025
Lot Owners fixtures and improvements	\$250,000.00	HU0006087807	30/07/2025
Public Liability	\$30,000,000.00	HU0006087807	30/07/2025
Government Audit Costs	\$25,000.00	HU0006087807	30/07/2025
Building	\$17,361,241.00	HU0006087807	30/07/2025
Fidelity Guarantee	\$100,000.00	HU0006087807	30/07/2025
Lot Owners fixtures and improvements	\$250,000.00	HU0006087807	30/07/2025
Catastrophe Cover	\$5,208,372.00	HU0006087807	30/07/2025
Machinery breakdown	\$100,000.00	HU0006087807	30/07/2025
Voluntary workers	\$200,000.00	HU0006087807	30/07/2025

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 05/03/2025

Signed for and on behalf of COMMUNITY CORPORATION 26572 INC



John Shainu

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 26572 INC
47/144 MAIN SOUTH ROAD HACKHAM**

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 26572 INC*
Address *144 MAIN SOUTH ROAD, HACKHAM*
Meeting Date **1st of November, 2023 commencing at 10:00 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 12 Mr Kenneth Norman Ramsey
Lot: 13 Mr Kenneth Norman Ramsey
Lot: 21 Adrian Oakey Superfund
Lot: 27 Mr Kenneth Norman Ramsey
Lot: 44 Ms Sandra Margaret Smith
Lot: 49 SCV Manager Pty Ltd
Lot: 57 Hand Made Investments Projects
Lot: 89 Hand Made Investments Projects
Lot: 96 Mr Kenneth Norman Ramsey,
Lot: 97 SCV Manager Pty Ltd

Apologies

Lot: 24 ACN 109 476 208 Pty Ltd
Lot: 26 Mr Kevin John Mitch, Mrs Helena May Mitch
Lot: 52 Caspar Dahl by Proxy to Ms Helen Miniti
Lot: 82 Mr The I & A Collins Superannuation Fund
Lot: 90 Mr Dominic Trimboli, Mrs Pauline Trimboli

Present by Proxy

Lot: 1 Mr Mark Peter Wood By Proxy To Strata Data
Lot: 5 Mr Mark Peter Wood By Proxy To Strata Data
Lot: 8 Blezen Atf Hall-Tilden Superfund By Proxy To Mr Peter Jones
Lot: 18 Margaret Mary Croke By Proxy To Strata Data
Lot: 34 Mr Mr N S Hutchings By Proxy To Strata Data
Lot: 46 Miss Judith Helen Ware By Proxy To Strata Data
Lot: 47 Miss Judith Helen Ware By Proxy To Strata Data
Lot: 64 Venny & Carmen Spiteri By Proxy To Strata Data
Lot: 65 Venny & Carmen Spiteri By Proxy To Strata Data
Lot: 66 Mr Tony Sibley By Proxy To Strata Data
Lot: 74 Lee Demery By Proxy To Strata Data
Lot: 91 Mr John Stuart Turnbull By Proxy To Strata Data

In attendance

John Shainu representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 11 un-financial lots with the payments due. 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 not in attendance and the meeting was adjourned at 10:30 pm. General discussion took place until 11:07 am.

Minutes of the Adjourned Annual General Meeting

Corporation *COMMUNITY CORPORATION 26572 INC*
Address *144 MAIN SOUTH ROAD, HACKHAM*
Meeting Date **9th of November, 2023 commencing at 11:30 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 3 Mrs Sandra May Schier
Lot: 4 Mrs Sandra May Schier
Lot: 21 Adrian Oakey Superfund
Lot: 44 Ms Sandra Margaret Smith
Lot: 57 Hand Made Investments Projects
Lot: 60 Mrs Tanya Ellen Cappello
Lot: 87 Mrs Tanya Ellen Cappello
Lot: 89 Hand Made Investments Projects
Lot: 92 Mrs Meagan Jane Fitzpatrick

Apologies

Lot: 24 ACN 109 476 208 Pty Ltd
Lot: 26 Mr Kevin John Mitch, Mrs Helena May Mitch
Lot: 52 Caspar Dahl by Proxy to Ms Helen Miniti
Lot: 82 Mr The I & A Collins Superannuation Fund

Present by Proxy

Lot: 1 Mr Mark Peter Wood By Proxy To Strata Data
Lot: 5 Mr Mark Peter Wood By Proxy To Strata Data
Lot: 8 Blezen Atf Hall-Tilden Superfund By Proxy To Mr Peter Jones
Lot: 12 Mr Kenneth Norman Ramsey By Proxy To Strata Data
Lot: 13 Mr Kenneth Norman Ramsey By Proxy To Strata Data
Lot: 27 Mr Kenneth Norman Ramsey By Proxy To Strata Data
Lot: 96 Mr Kenneth Norman Ramsey By Proxy To Strata Data
Lot: 18 Margaret Mary Croke By Proxy To Strata Data
Lot: 34 Mr Mr N S Hutchings By Proxy To Strata Data
Lot: 46 Miss Judith Helen Ware By Proxy To Strata Data
Lot: 47 Miss Judith Helen Ware By Proxy To Strata Data
Lot: 53 Ms Carol Ann Cheetham by Proxy to Strata Data
Lot: 64 Venny & Carmen Spiteri By Proxy To Strata Data
Lot: 65 Venny & Carmen Spiteri By Proxy To Strata Data
Lot: 66 Mr Tony Sibley By Proxy To Strata Data
Lot: 74 Lee Demery By Proxy To Strata Data
Lot: 91 Mr John Stuart Turnbull By Proxy To Strata Data
Lot: 49 SCV Manager Pty Ltd By Proxy To Strata Data
Lot: 90 Mr Dominic Trimboli by proxy to Strata Data
Lot: 97 SCV Manager Pty Ltd By Proxy To Strata Data

In attendance

John Shainu representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 9 un-financial lots with the payments due. 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 12:01 pm.

Chairperson

It was resolved "that John Shainu of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 15th of August, 2022 be accepted as a true and correct record of that meeting." *Carried Unanimously*"

Financial Report

It was resolved "that the statement of income and expenditure for the period Wednesday 04 May 2022 to Saturday 30 September 2023 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

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 resolved to have an insurance valuation at the next renewal and instructed Strata Data to endorse the insurance policy at the valued amount or the existing level of sum insured, whichever is greater.

It was resolved "that the sums insured be:

Building Insurance	\$14,891,036.00
Common Area Insurance	\$148,910.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	\$4,467,310.00
Fidelity Guarantee	\$100,000.00
Machinery Breakdown	\$100,000.00
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	30/07/2024
Last Valuation Date	24/11/2021
Last Valuation Sum	\$13,890,647.00

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.

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

5 Year Maintenance Plan

The member present at the meeting accepted the 5-year maintenance plan and the anticipated expenditure as outlined and attached with the agenda. It was resolved “that the members present accepts the 5-year maintenance plan report and further agreed \$29,800.00 expenditure estimated in proposed for the forthcoming financial period. That the members present were advised that the proposed maintenance plan may vary if any issue is encountered and required immediate attention during the year. That the committee is empowered to review the situation and allowed to make changes and priorities the work listed to attend such issues.” *Carried Unanimously*

Other Relevant Business

Carpark Process

The members present were briefed on the ongoing situation regarding the car park allocation. Mr. Peter Jones explained that the previous process had been compromised following the change in the Village Manager. The current committee is actively working on establishing a new, systematic process for car parking at the Corporation. Once the process is finalized and accepted by the committee, owners and residents will be informed accordingly.

Maintenance Condition and Safety Report

The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Community 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 “that completion of a Maintenance Condition and Safety Report is not required at this time.” *Carried Unanimously*

Further, the Village Manager is to report the Committee if any trip hazard are being at the Corporation.

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.

KDSMA Update

John provided an update on the outstanding payments for the three lots owned by KDSMA, which have failed to pay administration and sinking fund fees for over four years. He informed the members present that liquidators have been appointed, and they have received some funds from the liquidators. However, the liquidators are attempting to put all three lots on the market once they are vacated. Ms. Sandra Smith highlighted that one of the three lots is still not vacated. John also shared that they owe the corporation approximately \$30,000.

Lot Property Management

The owners were notified that they have the freedom to choose their own property manager and are not obligated to engage Eureka for property management at the Village. Mr. Peter Jones suggested and referred Ms. Ally Comley from Real Estate Agents Group, noting that she is competitive and provides excellent services. She can be reached at 0414 887 825.

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 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 \$260,513.00.

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

Administration Fund	\$233,585.00
Sinking Fund	\$26,928.00
Total Contribution	\$260,513.00

This contribution is payable quarterly and divided by entitlement on 1st January 2024.

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 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved "that Tirraappendi Pty Ltd (Mr Peter Jones) be appointed to the positions of Presiding Officer and Secretary and that Hand Made Investments Projects (Mr Bob Hocking) be appointed to the position of Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners is appointed." *Carried Unanimously*

Committee Members

Lot 92 Mrs Meagan Fitzpatrick

Lot 21 Mr Adrian Oakey

Lot 44 Mrs Sandra Smith

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 \$21,000.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 29th October 2024 at 10:00 am at Strata Data, 647 Portrush Road, Glen Osmond SA 5064 and hosted via Zoom Teleconference.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 12:45 pm.



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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.
- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Annual General Meeting

Corporation *COMMUNITY CORPORATION 26572 INC*
Address *144 MAIN SOUTH ROAD, HACKHAM*
Meeting Date **29th of October, 2024 commencing at 10:00 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot/Unit: 12 Mr Kenneth Ramsey
Lot/Unit: 13 Mr Kenneth Ramsey
Lot/Unit: 21 Adrian Oakey Superfund
Lot/Unit: 27 Mr Kenneth Ramsey
Lot/Unit: 44 Ms Sandra Smith
Lot/Unit: 49 Eureka Village Management Pty Ltd
Lot/Unit: 57 Hand Made Investments Projects
Lot/Unit: 71 Mr Kevin Teoh
Lot/Unit: 75 Ms Meagan Fitzpatrick
Lot/Unit: 86 Mr Kenneth Barker
Lot/Unit: 89 Hand Made Investments Projects
Lot/Unit: 92 Ms Meagan Fitzpatrick
Lot/Unit: 96 Mr Kenneth Ramsey
Lot/Unit: 97 Eureka Village Management Pty Ltd

Apologies

Nil

Present by Proxy

Lot/Unit: 8 Blezen ATF Hall-Tilden Superfund by Proxy to Strata Data
Lot/Unit: 14 Mr Doug Ross Fitzpatrick by Proxy to Ms Ally Comley
Lot/Unit: 17 Raevin Superfund by Proxy to Strata Data
Lot/Unit: 26 Mr Kevin John Mitch by Proxy to Mr Kenneth Ramsey
Lot/Unit: 31 Mr Doug Ross Fitzpatrick by Proxy to Ms Ally Comley
Lot/Unit: 33 Mr Kevin John Mitch by Proxy to Mr Kenneth Ramsey
Lot/Unit: 41 Gorica Bosnjakovic by Proxy to Strata Data
Lot/Unit: 46 Miss Judith Ware by Proxy to Strata Data
Lot/Unit: 47 Miss Judith Ware by Proxy to Strata Data
Lot/Unit: 53 Carol Ann Cheetham by Proxy to Strata Data
Lot/Unit: 54 Helen Lucinda Gilbertson by Proxy to Strata Data
Lot/Unit: 60 Mr Marcello Cappello by Proxy to Strata Data
Lot/Unit: 65 Venny & Carmen Spiteri By Proxy To Strata Data
Lot/Unit: 66 Mr Tony Sibley By Proxy To Strata Data
Lot/Unit: 87 Mr Marcello Andrea Cappello by Proxy to Strata Data

In attendance

John Shainu representing Strata Data
Mr Garry Mrytle & Mr Rupert Gilbert representing Eureka Village Management Pty Ltd.
Mr Bob Hocking & Mr Peter Jones representing Hand Made Investments Projects

Quorum

The Body Corporate Manager advised that the Corporation had currently five un-financial lots with the payments due. 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 not in attendance and the meeting was adjourned at 10:30 pm.

Minutes of the Adjourned Annual General Meeting

Corporation *COMMUNITY CORPORATION 26572 INC*
Address *144 MAIN SOUTH ROAD, HACKHAM*
Meeting Date **29th of October, 2024 commencing at 10:00 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot/Unit: 44 Ms Sandra Smith
Lot/Unit: 49 Eureka Village Management Pty Ltd
Lot/Unit: 57 Hand Made Investments Projects
Lot/Unit: 75 Ms Meagan Fitzpatrick
Lot/Unit: 86 Mr Kenneth Barker
Lot/Unit: 89 Hand Made Investments Projects
Lot/Unit: 92 Ms Meagan Fitzpatrick
Lot/Unit: 97 Eureka Village Management Pty Ltd

Apologies

Nil

Present by Proxy

Lot/Unit: 5 Sajkov Superannuation Pty Ltd By Proxy To Ms Ally Comley
Lot/Unit: 8 Blezen ATF Hall-Tilden Superfund by Proxy to Strata Data
Lot/Unit: 12 Mr Kenneth Ramsey by Proxy to Strata Data
Lot/Unit: 13 Mr Kenneth Ramsey by Proxy to Strata Data
Lot/Unit: 14 Mr Doug Ross Fitzpatrick by Proxy to Ms Ally Comley
Lot/Unit: 17 Raevin Superfund by Proxy to Strata Data
Lot/Unit: 22 Sajkov Superannuation Fund by Proxy to Ms Ally Comley
Lot/Unit: 27 Mr Kenneth Ramsey by Proxy to Strata Data
Lot/Unit: 28 Mr Cheng Haw Lee by Proxy to Strata Data
Lot/Unit: 31 Mr Doug Ross Fitzpatrick by Proxy to Ms Ally Comley
Lot/Unit: 34 Mr Mr N S Hutchings by Proxy to Strata Data
Lot/Unit: 41 Gorica Bosnjakovic by Proxy to Strata Data
Lot/Unit: 46 Miss Judith Ware by Proxy to Strata Data
Lot/Unit: 47 Miss Judith Ware by Proxy to Strata Data
Lot/Unit: 53 Carol Ann Cheetham by Proxy to Strata Data
Lot/Unit: 54 Helen Lucinda Gilbertson by Proxy to Strata Data
Lot/Unit: 60 Mr Marcello Cappello by Proxy to Strata Data
Lot/Unit: 64 Venny & Carmen Spiteri By Proxy To Strata Data
Lot/Unit: 65 Venny & Carmen Spiteri By Proxy To Strata Data
Lot/Unit: 66 Mr Tony Sibley By Proxy To Strata Data
Lot/Unit: 69 Sajkov Superannuation Pty Ltd By Proxy To Ms Ally Comley
Lot/Unit: 79 Jana Dukas By Proxy To Ms Ally Comley
Lot/Unit: 87 Mr Marcello Andrea Cappello by Proxy to Strata Data
Lot/Unit: 96 Mr Kenneth Ramsey by Proxy to Strata Data

In attendance

John Shainu representing Strata Data
Mr Garry Mrytle & Mr Rupert Gilbert representing Eureka Village Management Pty Ltd.
Mr Bob Hocking & Mr Peter Jones representing Hand Made Investments Projects

Quorum

The Body Corporate Manager advised that the Corporation had currently four un-financial lots with the payments due. 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 10:35 am.

Chairperson

It was resolved "that John Shainu of Strata Data assist the Presiding Officer by chairing the meeting."
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 9th of November, 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Sunday 01 October 2023 to Monday 30 September 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Matter arising

Mr. Kenneth Barker seeks clarification regarding the scope of work provided by Eureka Group of Services in relation to the annual fees paid by the Corporation. It was noted that the Corporation allocates \$101,652.25 annually spent last year for caretaking services. Mr. Barker wishes to understand the terms of service agreed upon between the Corporation and Eureka to ensure the deliverables align with the agreed expenditure. Items to clarify and to consider

- Clarity/Transparency of deliverables – Grounds Maintenance & Enforcement of Bylaws & Rules
- Hours of attendance (30 hrs /Week)
- Property/Inspection/Maintenance
- Sharing of Report (Monthly)

Public Officer

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

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 increase the Office bearers liability from \$1,000,000.00 to \$5,000,000.00 with immediate effect. Further at the renewal at the end of the term in July 2025 the Body Corporate advise to extend the term of the insurance till 30th November 2025.

It was resolved "that the sums insured be:

Building Insurance	\$17,361,241.00
Common Area Insurance	\$173,612.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$5,000,000.00
Catastrophe Insurance	\$5,208,372.00
Fidelity Guarantee	\$200,000.00
Machinery Breakdown	\$100,000.00
Renewal Date for these sums is	30/07/2025
Last Valuation Date	09/01/2024
Last Valuation Sum	\$17,361,241.00
Excess	Insured Property: \$2,000.00 Machinery Breakdown: \$500.00

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

Strata Data was requested to arrange quotations for the insurance and table at the next Annual General meeting before the renewal starting from 1st December 2025 to 30th November 2026 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.

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

5 Year Maintenance Plan

The member present at the meeting accepted the 5-year maintenance plan and the anticipated expenditure as outlined and attached with the agenda. It was resolved “that the members present accepts the 5-year maintenance plan report and further agreed \$37,935.00 expenditure estimated in proposed for the forthcoming financial period. That the members present were advised that the proposed maintenance plan may vary if any issue is encountered and required immediate attention during the year. That the committee is empowered to review the situation and allowed to make changes and priorities the work listed to attend such issues.” *Carried Unanimously*

Other Relevant Business

Reviewing Eureka’s agreement

A discussion was held regarding Eureka’s review of the scope and price negotiations. It was resolved “that Strata Data would arrange a meeting with Mr. Garry Myrtle and the Committee to review and amend the scope of work outlined in the agreement and provide clarification. Additionally, the discussion would include negotiations on the remuneration outlined in the agreement.” *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 Community 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 “that completion of a Maintenance Condition and Safety Report is not required at this time.” *Carried Unanimously*

Further it was noted that the Village Manager will be monitoring the common areas and will highlight it Strata Data by informing them the issue and seek resolution.

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.

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$291,052.

After discussion it was resolved “that the Annual Contributions be as follows:

Administration Fund	\$245,267
Sinking Fund	\$45,785
Total Contribution	\$291,052

This contribution is payable quarterly and divided by entitlement on 1st January 2025.

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 (Voting Counts: For – 24, Against 1-, Abstain – 8)*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved “that Mr Bob Hocking (Handmade Investments Pty Ltd) be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed.” *Carried Unanimously*

Committee Members

Mrs Meagan Fitzpatrick
Mrs Sandra Smith
Mr Peter Jones
Mr Kenneth Barker

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 Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is \$22,000 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 28th October 2025 at 10:00 am at Strata Data, 647 Portrush Road, Glen Osmond SA 5064 and via Zoom Teleconference.

Installation of Outdoor Air Conditioning Units on the Roof

Ms. Ally Comley proposed seeking approval for owners to install outdoor air conditioning units on the roof. This matter was discussed at the meeting, where the Body Corporate expressed concerns about the installation and requested additional information. It was noted that the proposal would require a formal vote, supported by further disclosures and an investigation into whether the roof could structurally support the added equipment.

The primary concern was that the roof is a shared structure running across multiple lots. Any structural impact could potentially affect adjoining lots. Based on the discussion, the following points were identified for consideration:

- Engineering Report: A decision is required on who will bear the cost of obtaining an engineering report to assess the roof's capacity.
- Costs: The cost of supply and installation must be borne by the individual owners or tenants requesting the installation.
- Damage Liability: Any damage caused during or after installation must be rectified at the expense of the individual owners or tenants.
- Encroachment: The installation must not encroach on adjacent units.
- Maintenance Responsibility: Repairs and maintenance of the equipment will remain the responsibility of the respective owners or tenants.
- Insurance: Owners/tenants must ensure the equipment is insured against damage, though this may depend on their insurer's advice.
- Future Removal: If an owner (current or future) requires the equipment to be removed, they must cover all associated costs, including the repair or replacement of any affected structures, such as roofing panels.
- Body Corporate Removal: If the Body Corporate deems it necessary to remove the equipment, the costs of removal will be borne by the owner/tenant.

Additionally, one owner suggested considering a small portable air conditioning unit for temporary use in the area as an alternative solution.

Next Steps:

Ms. Ally Comley was advised to present the above requirements to Strata Data for further review by the Committee. A fully worded resolution, accompanied by all relevant information, will be required for a formal meeting. Owners will need to review the proposal and associated details before casting their votes.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 12:34 am.



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- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
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How can I access the Portal?

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- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.



Summary Financial Statement

Version: 03.10.01

Date Printed 04/10/2023

COMMUNITY CORPORATION 26572 INC
Address: 144 MAIN SOUTH ROAD HACKHAM, South Australia 5163
ABN: 42331771143

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STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 08/05/2022 AND 30/09/2023

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$282,187.43	-	\$282,187.43
Interest on Overdue Levies	\$2,357.05	-	\$2,357.05
Interest Received	\$1,738.92	-	\$1,738.92
Sinking Fund Levy	-	\$29,582.96	\$29,582.96
TOTAL INCOME	\$286,283.40	\$29,582.96	\$315,866.36
OUTGOINGS			
Audit	\$4,004.65	-	\$4,004.65
Bank Charges	\$160.00	-	\$160.00
BAS Preparing of Accounts & Lodgement	\$961.00	-	\$961.00
Body Corporate Management	\$26,468.38	-	\$26,468.38
Building Repairs & Maintenance	-	\$8,086.57	\$8,086.57
Caretaking	\$147,981.67	-	\$147,981.67
Common Land Rental	\$10,074.38	-	\$10,074.38
Debt Recovery Fees	\$165.00	-	\$165.00
Disbursements	\$8,636.96	-	\$8,636.96
Electrical Works	-	\$3,572.25	\$3,572.25
Electricity	\$13,173.11	-	\$13,173.11
Fencing Repairs & Maintenance	-	\$187.00	\$187.00
Final Fee Notice	\$231.00	-	\$231.00
Fire Equipment Repairs & Maintenance	\$1,012.87	-	\$1,012.87
Gate Repairs & Maintenance	-	\$2,222.00	\$2,222.00
General Repairs & Maintenance	\$79.20	\$253.00	\$332.20
Grounds Maintenance	-	\$289.00	\$289.00
GST Payment / Refund	\$3,343.00	-	\$3,343.00
Gutter Cleaning	\$6,755.00	-	\$6,755.00
Gutter Repairs & Maintenance	-	\$6,908.00	\$6,908.00
Income Tax Instalment	\$408.00	-	\$408.00
Income Tax Payment / Refund	\$535.43	-	\$535.43
Insurance Premium	\$49,198.55	-	\$49,198.55
Irrigation Repairs & Maintenance	\$374.00	-	\$374.00
Meeting Fees	\$246.00	-	\$246.00
Miscellaneous Expenses	-	\$1,993.00	\$1,993.00
Owner Overdue Account Fee	\$330.00	-	\$330.00
Painting	-	\$13,596.00	\$13,596.00
Plumbing Repairs & Maintenance	-	\$264.00	\$264.00



Summary Financial Statement

Version: 03.10.01

Date Printed 04/10/2023

COMMUNITY CORPORATION 26572 INC
Address: 144 MAIN SOUTH ROAD HACKHAM, South Australia 5163
ABN: 42331771143

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STRATA DATA

Public Officer	\$239.00	-	\$239.00
Roof Repairs & Maintenance	-	\$275.00	\$275.00
Rubbish Removal	-	\$842.80	\$842.80
Tax Return	\$395.00	-	\$395.00
Tree Removal & Pruning	-	\$5,115.00	\$5,115.00
Water Charges	\$22,465.39	-	\$22,465.39
WHS Compliance	\$118.00	-	\$118.00
TOTAL OUTGOINGS	\$297,355.59	\$43,603.62	\$340,959.21

SUMMARY

OPENING BALANCE AS AT 08/05/2022	\$45,650.58	\$37,521.43	\$83,172.01
TOTAL INCOME	\$286,283.40	\$29,582.96	\$315,866.36
TOTAL OUTGOINGS	\$297,355.59	\$43,603.62	\$340,959.21
CLOSING BALANCE AS AT 30/09/2023	\$34,578.39	\$23,500.77	\$58,079.16
NET SURPLUS	(\$11,072.19)	(\$14,020.66)	(\$25,092.85)



Summary Financial Statement

Version: 03.10.01

Date Printed 10/10/2024

COMMUNITY CORPORATION 26572 INC
Address: 144 MAIN SOUTH ROAD HACKHAM, South Australia 5163
ABN: 42331771143

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 01/10/2023 AND 30/09/2024

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$159.99	-	\$159.99
Admin Fund Levy	\$245,168.69	-	\$245,168.69
Car Park Income	-	\$6,711.36	\$6,711.36
Insurance Claim Recovery	\$1,375.83	-	\$1,375.83
Interest on Overdue Levies	\$4,235.20	-	\$4,235.20
Interest Received	\$2,534.80	-	\$2,534.80
Sinking Fund Levy	-	\$27,787.58	\$27,787.58
TOTAL INCOME	\$253,474.51	\$34,498.94	\$287,973.45
OUTGOINGS			
BAS Preparing of Accounts & Lodgement	\$830.00	-	\$830.00
Body Corporate Management	\$21,108.59	-	\$21,108.59
Building Repairs & Maintenance	-	\$8,250.00	\$8,250.00
Caretaking	\$101,652.25	-	\$101,652.25
Cleaning Common Areas	-	\$2,200.00	\$2,200.00
Cleaning Materials	-	\$16.50	\$16.50
Cleaning of Bins	-	\$325.60	\$325.60
Common Land Rental	\$6,830.57	-	\$6,830.57
Debt Recovery Fees	(\$1,438.43)	-	(\$1,438.43)
Disbursements	\$7,093.92	-	\$7,093.92
Door & Lock Repairs & Maintenance	-	\$297.00	\$297.00
Electrical Works	-	\$8,705.41	\$8,705.41
Electricity	\$5,922.75	-	\$5,922.75
Fencing Repairs & Maintenance	-	\$484.00	\$484.00
Final Fee Notice	(\$231.00)	-	(\$231.00)
Fobs, Swipe Cards, Remotes, Keys	-	\$1,645.60	\$1,645.60
Gate Repairs & Maintenance	-	\$55.00	\$55.00
General Repairs & Maintenance	\$253.00	\$198.00	\$451.00
Grounds Maintenance	(\$253.00)	\$1,177.00	\$924.00
GST Payment / Refund	\$2,466.00	-	\$2,466.00
Gutter Cleaning	\$1,760.00	-	\$1,760.00
Gutter Repairs & Maintenance	-	\$7,506.00	\$7,506.00
Income Tax Payment / Refund	(\$409.21)	-	(\$409.21)
Insurance Premium	\$38,314.50	-	\$38,314.50
Insurance Valuation	\$1,320.00	-	\$1,320.00
Irrigation Repairs & Maintenance	\$242.00	-	\$242.00



Summary Financial Statement

Version: 03.10.01

Date Printed 10/10/2024

COMMUNITY CORPORATION 26572 INC

Address: 144 MAIN SOUTH ROAD HACKHAM, South Australia 5163

ABN: 42331771143

Page 2

STRATA DATA

Legal Fees	(\$5,260.61)	-	(\$5,260.61)
Meeting Fees	\$337.50	-	\$337.50
Miscellaneous Expenses	-	\$179.30	\$179.30
Owner Overdue Account Fee	(\$330.00)	-	(\$330.00)
Pest Control	\$858.00	\$1,650.00	\$2,508.00
Plumbing Repairs & Maintenance	\$341.56	\$786.22	\$1,127.78
Public Officer	\$130.00	-	\$130.00
Rubbish Removal	-	\$525.00	\$525.00
Security Contracts	\$2,385.00	-	\$2,385.00
Signs	-	\$330.00	\$330.00
Telephone & Line Rental	\$386.60	-	\$386.60
Tree Removal & Pruning	-	\$3,300.00	\$3,300.00
Waste Management	\$676.10	-	\$676.10
Water Charges	\$15,779.43	-	\$15,779.43
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$200,894.52	\$37,630.63	\$238,525.15

SUMMARY

OPENING BALANCE AS AT 01/10/2023	\$34,578.39	\$23,500.77	\$58,079.16
TOTAL INCOME	\$253,474.51	\$34,498.94	\$287,973.45
TOTAL OUTGOINGS	\$200,894.52	\$37,630.63	\$238,525.15
CLOSING BALANCE AS AT 30/09/2024	\$87,158.38	\$20,369.08	\$107,527.46
NET SURPLUS	\$52,579.99	(\$3,131.69)	\$49,448.30

C26572

SHEET 2 OF 7

2728A_pland_1_V02_Version_4

BEARING DATUM: MGA 94 ZONE 54
DERIVATION: PSM 662770028-0627/22439
TOTAL AREA: 1-152ha

LOCATION PLAN

D61802

84°57'50"
79-08

264°58'30"
25
14-47
2-2.5
354°56'50" 88-08

S4084

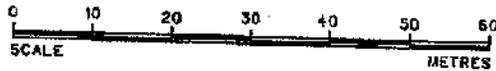
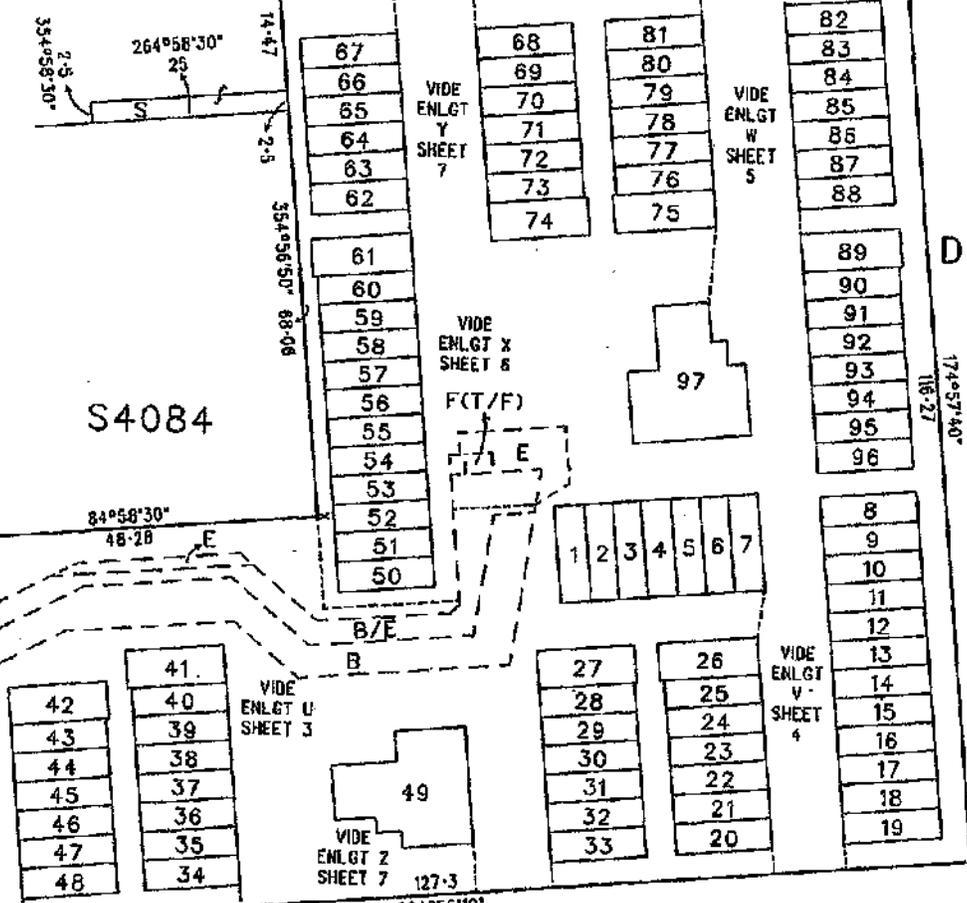
D58068

84°58'30"
48-28

MAIN SOUTH ROAD

GATES ROAD

COTTAGE LANE



WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants
Gad Ref: 6010com.lcd
178 Main Road McLaren Vale South Australia 5171
Telephone (08) 8523 8991 Foodville (08) 8523 8969
Email survey@weberfrankiw.com.au
ACN 908 473 857



SINKING FUND BUDGET

144 Main South Road

Hackham SA 5163

Community Corporation 26572



Report details

Inspection date:	28/06/2016
Inspector:	Nicholas Johnston

NEW SOUTH WALES

Level 6, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA

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



04 July 2016

The Managing Committee

144 Main South Road
Hackham SA 5163

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 Community Corporation will need to increase its contributions in the short term to cover its forecast maintenance fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

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 Community 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)	\$0.50
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$5,000.00

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

Report Index	Page No.
Owners Report Summary	Section 1
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
Report Detail	Section 2
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	10
Report Notes	11

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

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.

Yours sincerely,



The Team at Solutions in Engineering

NEW SOUTH WALES

Level 6, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA

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

Building Details & Report Inputs

Supplied information

Building Address	144 Main South Road Hackham SA 5163
	26572
Plan Type	Community Corporation
Registered Plan Date/Year of Construction	1990
Number of Lot Entitlements/Utility interests	10000
Number of Units	97
Estimated Starting Sinking Fund Balance	\$5,332
Starting date of Financial Year for Report	8/05/2015
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$0.50

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Lot Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	7/05/2016	5,000.00	454.55	0.50	0.05	0.13	0.01
2	7/05/2017	17,072.00	1,552.00	1.71	0.16	0.43	0.04
3	7/05/2018	17,601.23	1,600.11	1.76	0.16	0.44	0.04
4	7/05/2019	18,146.87	1,649.72	1.81	0.16	0.45	0.04
5	7/05/2020	18,709.42	1,700.86	1.87	0.17	0.47	0.04
6	7/05/2021	13,200.00	1,200.00	1.32	0.12	0.33	0.03
7	7/05/2022	13,609.20	1,237.20	1.36	0.12	0.34	0.03
8	7/05/2023	14,031.08	1,275.55	1.40	0.13	0.35	0.03
9	7/05/2024	14,466.05	1,315.10	1.45	0.13	0.36	0.03
10	7/05/2025	14,914.49	1,355.86	1.49	0.14	0.37	0.03
11	7/05/2026	15,376.85	1,397.90	1.54	0.14	0.39	0.04
12	7/05/2027	15,853.53	1,441.23	1.59	0.14	0.40	0.04
13	7/05/2028	16,344.99	1,485.91	1.63	0.15	0.41	0.04
14	7/05/2029	16,851.68	1,531.97	1.69	0.15	0.42	0.04
15	7/05/2030	17,374.08	1,579.46	1.74	0.16	0.44	0.04

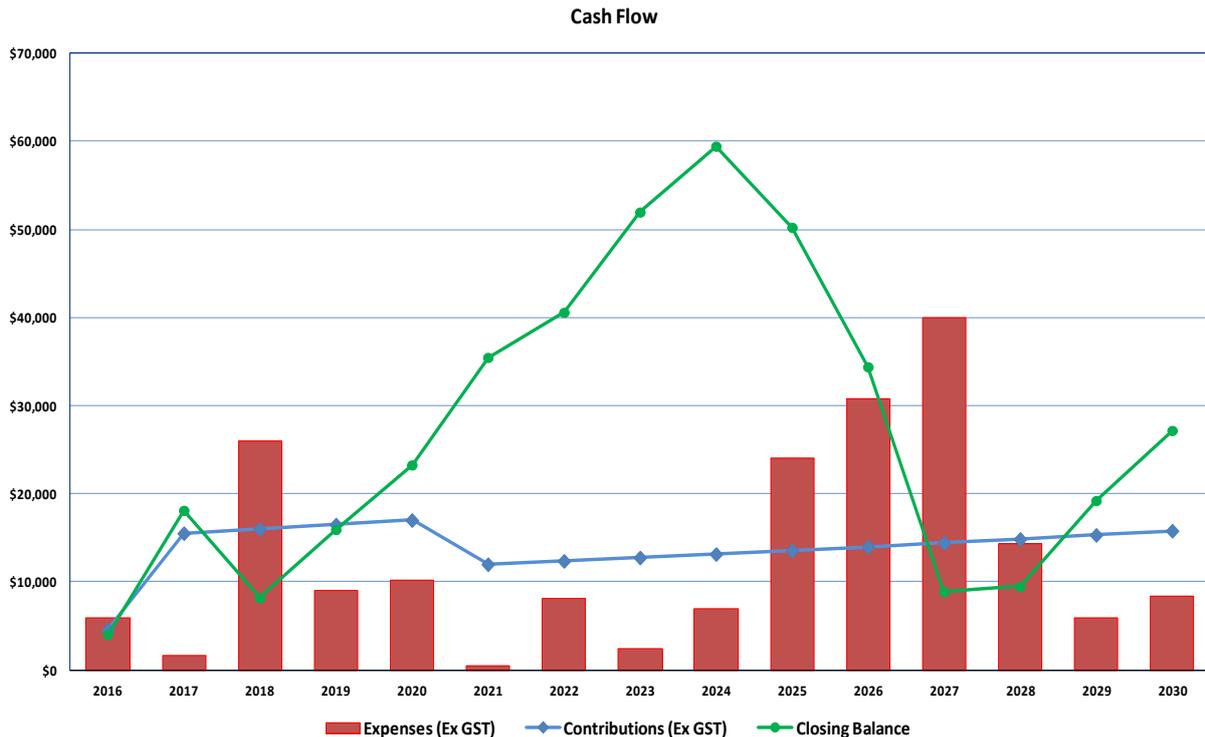
15 Year Cash Flow Tracking Sheet

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' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	7/05/2016	5,332.00	4,545.45	0.00	5,859.09	4,018.36
2	7/05/2017	4,018.36	15,520.00	257.01	1,683.64	18,111.73
3	7/05/2018	18,111.73	16,001.12	0.00	25,939.09	8,173.76
4	7/05/2019	8,173.76	16,497.15	280.06	9,010.00	15,940.97
5	7/05/2020	15,940.97	17,008.56	455.32	10,140.00	23,264.85
6	7/05/2021	23,264.85	12,000.00	682.13	476.36	35,470.62
7	7/05/2022	35,470.62	12,372.00	883.32	8,137.27	40,588.67
8	7/05/2023	40,588.67	12,755.53	1,075.00	2,443.64	51,975.56
9	7/05/2024	51,975.56	13,150.95	1,294.11	6,965.45	59,455.17
10	7/05/2025	59,455.17	13,558.63	1,273.95	24,047.27	50,240.48
11	7/05/2026	50,240.48	13,978.95	982.98	30,801.82	34,400.59
12	7/05/2027	34,400.59	14,412.30	0.00	39,932.73	8,880.16
13	7/05/2028	8,880.16	14,859.08	0.00	14,265.45	9,473.79
14	7/05/2029	9,473.79	15,319.71	333.27	5,903.64	19,223.13
15	7/05/2030	19,223.13	15,794.62	538.90	8,377.27	27,179.38

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	Interest	Anticipated Expenses	Closing Balance
1	7/05/2016	5,332.00	4,545.45	0.00	5,859.09	4,018.36
2	7/05/2017	4,018.36	4,686.36	0.00	1,683.64	7,021.08
3	7/05/2018	7,021.08	4,831.64	0.00	25,939.09	-14,086.37
4	7/05/2019	-14,086.37	4,981.42	0.00	9,010.00	-18,114.95
5	7/05/2020	-18,114.95	5,135.84	0.00	10,140.00	-23,119.11
6	7/05/2021	-23,119.11	5,295.05	0.00	476.36	-18,300.42
7	7/05/2022	-18,300.42	5,459.20	0.00	8,137.27	-20,978.49
8	7/05/2023	-20,978.49	5,628.44	0.00	2,443.64	-17,793.69
9	7/05/2024	-17,793.69	5,802.92	0.00	6,965.45	-18,956.22
10	7/05/2025	-18,956.22	5,982.81	0.00	24,047.27	-37,020.68
11	7/05/2026	-37,020.68	6,168.28	0.00	30,801.82	-61,654.22
12	7/05/2027	-61,654.22	6,359.50	0.00	39,932.73	-95,227.45
13	7/05/2028	-95,227.45	6,556.64	0.00	14,265.45	-102,936.26
14	7/05/2029	-102,936.26	6,759.90	0.00	5,903.64	-102,080.00
15	7/05/2030	-102,080.00	6,969.46	0.00	8,377.27	-103,487.81

15 Year Cash Flow Graph

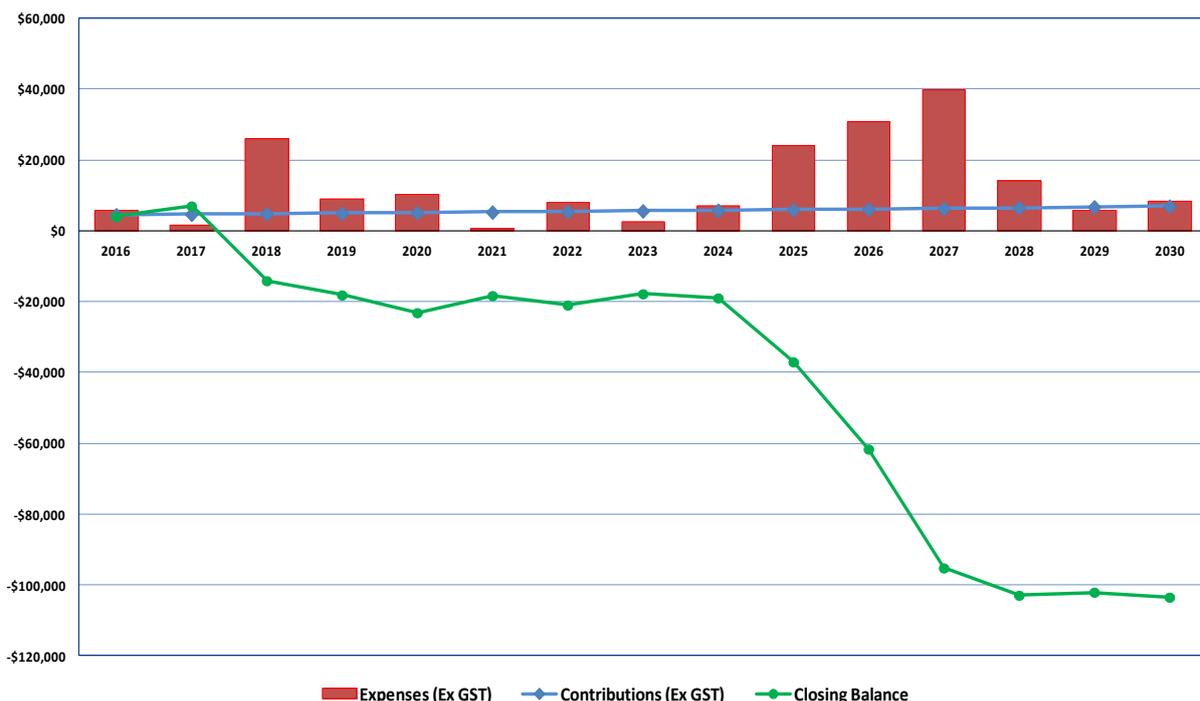
The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

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.

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 **'Sub 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 (2016)	Year 2 (2017)	Year 3 (2018)	Year 4 (2019)	Year 5 (2020)	Year 6 (2021)	Year 7 (2022)	Year 8 (2023)	Year 9 (2024)	Year 10 (2025)	Year 11 (2026)	Year 12 (2027)	Year 13 (2028)	Year 14 (2029)	Year 15 (2030)
1. Vehicle accessways																
Repair concrete kerbing (total: 292 Lm) - 10%	1,141	-	-	-	1,250	-	-	-	-	1,457	-	-	-	-	1,697	-
Repaint line marking	1,782	-	-	-	1,953	-	-	-	-	2,275	-	-	-	-	2,650	-
Topcoat bitumen surface	22,626	-	-	-	-	-	-	-	-	-	-	-	31,656	-	-	-
Repair bitumen surface (total: 1342 m2) - 10%	4,067	-	-	-	4,457	-	-	-	-	-	5,353	-	-	-	-	-
Replace wheel stops (total: 11)	416	-	-	-	-	-	485	-	-	-	-	-	-	-	-	-
Replace storm water grates (total: 4)	301	-	-	-	-	-	-	-	-	-	-	-	421	-	-	-
Maintain storm water drains - allowance	1,120	-	-	-	1,227	-	-	-	-	1,430	-	-	-	-	1,666	-
Replace security gate	4,047	-	-	-	-	-	-	-	-	-	-	-	5,662	-	-	-
Replace electric gate motor	2,293	-	-	-	-	2,591	-	-	-	-	-	-	-	-	-	3,516
Replace pedestrian gate	433	-	-	-	-	-	-	-	-	-	-	-	606	-	-	-
Repair or replace security card or key system	2,754	-	-	-	-	3,112	-	-	-	-	-	-	-	-	-	4,223
Maintain / repair carport metal roof (total: 72 m2) - 20%	1,043	-	-	-	-	1,178	-	-	-	-	-	-	-	1,504	-	-
Repaint carport posts	483	-	-	513	-	-	-	-	-	-	-	655	-	-	-	-
Replace carport structure	800	-	-	850	-	-	-	-	-	-	-	1,086	-	-	-	-
Repaint guttering	965	-	-	1,026	-	-	-	-	-	-	-	1,310	-	-	-	-
Inspect and repair guttering (total: 48 Lm) - 20%	417	-	-	443	-	-	-	-	-	-	-	566	-	-	-	-
Repaint downpipes	101	-	-	107	-	-	-	-	-	-	-	137	-	-	-	-
Inspect and repair downpipes (total: 5 Lm) - 20%	35	-	-	37	-	-	-	-	-	-	-	47	-	-	-	-
Sub Total (Incl. GST)		0	0	2,976	8,887	6,881	485	0	0	5,162	5,353	3,801	38,345	1,504	6,013	7,739

Expenditure Item	Current Cost	Year 1 (2016)	Year 2 (2017)	Year 3 (2018)	Year 4 (2019)	Year 5 (2020)	Year 6 (2021)	Year 7 (2022)	Year 8 (2023)	Year 9 (2024)	Year 10 (2025)	Year 11 (2026)	Year 12 (2027)	Year 13 (2028)	Year 14 (2029)	Year 15 (2030)
2. External walkways																
Surface cleaning program	3,344	3,344	-	-	-	-	-	4,016	-	-	-	-	-	4,824	-	-
Maintain / repair concrete surface (total: 1327 m2)	2,624	2,624	-	-	-	-	-	3,151	-	-	-	-	-	3,785	-	-
Maintain / repair metal roof (total: 336 m2) - 10%	2,534	-	-	-	-	2,863	-	-	-	-	-	-	-	3,655	-	-
Repaint beams	11,101	-	-	11,800	-	-	-	-	-	-	-	15,064	-	-	-	-
Repaint posts	4,746	-	-	5,045	-	-	-	-	-	-	-	6,440	-	-	-	-
Replace structure	1,400	-	-	1,488	-	-	-	-	-	-	-	1,900	-	-	-	-
Repaint metal handrails	1,207	-	-	1,283	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		5,968	0	19,616	0	2,863	0	7,167	0	0	0	23,404	0	12,264	0	0
3. Sheds																
Maintain / repair metal roof (total: 39 m2) - 10%	298	-	-	317	-	-	-	-	-	-	-	404	-	-	-	-
Maintain / repair wall sheeting (total: 46 m2) - 10%	373	-	-	396	-	-	-	-	-	-	-	506	-	-	-	-
Repaint posts	201	-	-	214	-	-	-	-	-	-	-	273	-	-	-	-
Repaint guttering	644	-	-	685	-	-	-	-	-	-	-	874	-	-	-	-
Inspect and repair guttering (total: 32 Lm) - 30%	375	-	-	399	-	-	-	-	-	-	-	509	-	-	-	-
Repaint downpipes	201	-	-	214	-	-	-	-	-	-	-	273	-	-	-	-
Inspect and repair downpipes (total: 10 Lm) - 30%	105	-	-	112	-	-	-	-	-	-	-	142	-	-	-	-
Replace roller doors	2,489	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	2,337	0	2,981	0	0	0	0						
4. Fixtures and fittings																
Repair letterboxes	265	-	-	-	290	-	-	-	-	-	349	-	-	-	-	-
Replace paraline - ground mounted	933	-	-	-	-	-	-	1,121	-	-	-	-	-	-	-	-
Replace audio intercom phone	517	-	-	-	-	584	-	-	-	-	-	-	-	-	-	793
Sub Total (Incl. GST)		0	0	0	290	584	0	1,121	0	0	349	0	0	0	0	793
5. Building signage																
Replace signage	1,400	-	-	-	-	-	-	-	1,734	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	1,734	0	0	0	0	0	0	0						

Expenditure Item	Current Cost	Year 1 (2016)	Year 2 (2017)	Year 3 (2018)	Year 4 (2019)	Year 5 (2020)	Year 6 (2021)	Year 7 (2022)	Year 8 (2023)	Year 9 (2024)	Year 10 (2025)	Year 11 (2026)	Year 12 (2027)	Year 13 (2028)	Year 14 (2029)	Year 15 (2030)
6. Fence maintenance																
Repaint fibre cement bin screens	874	-	-	929	-	-	-	-	-	-	-	1,186	-	-	-	-
Repair or replace fibre cement bin screens (total: 46 Lm) - 10%	528	-	-	561	-	-	-	-	-	-	-	-	-	762	-	-
Repair or replace metal fence (total: 167 Lm – rate 100%) - 10%	1,663	-	1,715	-	-	-	-	-	-	-	-	-	2,327	-	-	-
Repair or replace powder coated metal fence (total: 295 Lm – rate 50%) - 10%	1,513	-	-	-	-	-	-	-	-	1,932	-	-	-	-	-	-
Repair or replace powder coated metal fence (total: 60 Lm – rate 100%) - 10%	610	-	-	-	-	-	-	-	755	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	1,715	1,490	0	0	0	0	755	1,932	0	1,186	2,327	762	0	0
7. Walls																
Repair block retaining walls (total: 372 m2 - rate 50%) - 10%	4,160	-	-	-	-	-	-	-	-	-	5,475	-	-	-	-	-
Repair block retaining walls (total: 122 m2 - rate 100%) - 10%	2,698	-	-	-	-	-	-	-	-	-	3,551	-	-	-	-	-
Repair rock retaining walls (total: 330 m2 - rate 100%) - 10%	7,419	-	-	-	-	-	-	-	-	-	9,765	-	-	-	-	-
Sub Total (Incl. GST)		0	18,791	0	0	0	0	0								
Grand Total (Incl. GST)		5,968	1,715	26,419	9,177	10,328	485	8,288	2,489	7,094	24,493	31,372	40,672	14,530	6,013	8,532
Contingency Allowance (Incl. GST)		477	137	2,114	734	826	39	663	199	568	1,959	2,510	3,254	1,162	481	683
Grand Total Expenses (Incl. Contingency Allowance and GST)		6,445	1,852	28,533	9,911	11,154	524	8,951	2,688	7,662	26,452	33,882	43,926	15,692	6,494	9,215

Building Data List from the Property Inspection for Community Corporation 26572

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 total quantity of that item

'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 repainted.

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

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. Vehicle accessways							
Repair concrete kerbing (total: 292 Lm) - 10%	29	Lm	39.35	1,141.00	4	5	Repair as required
Repaint line marking	111	Lm	16.05	1,782.00	4	5	Ongoing painting program
Topcoat bitumen surface	1,342	m2	16.86	22,626.00	12	12	Reseal as required
Repair bitumen surface (total: 1342 m2) - 10%	134	m2	30.35	4,067.00	4	6	Repair as required
Replace wheel stops (total: 11)	2	Ea	207.97	416.00	6	10	Replace as required
Replace storm water grates (total: 4)	2	Ea	150.63	301.00	12	15	Replace as required
Maintain storm water drains - allowance	1	Item	1,120.00	1,120.00	4	5	Ongoing maintenance program
Replace security gate	1	Ea	4,047.01	4,047.00	12	20	Replace as required
Replace electric gate motor	1	Ea	2,293.30	2,293.00	5	10	Replace as required
Replace pedestrian gate	1	Ea	432.81	433.00	12	20	Replace as required
Repair or replace security card or key system	1	Ea	2,754.22	2,754.00	5	10	Replace as required
Maintain / repair carport metal roof (total: 72 m2) - 20%	14	m2	74.52	1,043.00	5	8	Maintain / repair as required
Repaint carport posts	24	Lm	20.11	483.00	3	8	Ongoing painting program
Replace carport structure	1	Item	800.00	800.00	3	8	Replace as required
Repaint guttering	48	Lm	20.11	965.00	3	8	Ongoing painting program
Inspect and repair guttering (total: 48 Lm) - 20%	10	Lm	41.68	417.00	3	8	Inspect and repair as required
Repaint downpipes	5	Lm	20.11	101.00	3	8	Ongoing painting program
Inspect and repair downpipes (total: 5 Lm) - 20%	1	Lm	35.10	35.00	3	8	Inspect and repair as required
2. External walkways							
Surface cleaning program	1,327	m2	2.52	3,344.00	1	6	Ongoing cleaning program
Maintain / repair concrete surface (total: 1327 m2)	20	m2	131.21	2,624.00	1	6	Repair as required
Maintain / repair metal roof (total: 336 m2) - 10%	34	m2	74.52	2,534.00	5	8	Maintain / repair as required
Repaint beams	552	Lm	20.11	11,101.00	3	8	Ongoing painting program
Repaint posts	236	Lm	20.11	4,746.00	3	8	Ongoing painting program
Replace structure	1	Item	1,400.00	1,400.00	3	8	Replace as required
Repaint metal handrails	60	Lm	20.11	1,207.00	3	16	Ongoing painting program

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
3. Sheds							
Maintain / repair metal roof (total: 39 m2) - 10%	4	m2	74.52	298.00	3	8	Maintain / repair as required
Maintain / repair wall sheeting (total: 46 m2) - 10%	5	m2	74.52	373.00	3	8	Maintain / repair as required
Repaint posts	10	Lm	20.11	201.00	3	8	Ongoing painting program
Repaint guttering	32	Lm	20.11	644.00	3	8	Ongoing painting program
Inspect and repair guttering (total: 32 Lm) - 30%	9	Lm	41.68	375.00	3	8	Inspect and repair as required
Repaint downpipes	10	Lm	20.11	201.00	3	8	Ongoing painting program
Inspect and repair downpipes (total: 10 Lm) - 30%	3	Lm	35.10	105.00	3	8	Inspect and repair as required
Replace roller doors	2	Ea	1,244.60	2,489.00	20	25	Replace as required - not including motor
4. Fixtures and fittings							
Repair letterboxes	2	Ea	132.66	265.00	4	6	Replace as required
Replace paraline - ground mounted	2	Ea	466.53	933.00	7	15	Replace as required
Replace audio intercom phone	2	Ea	258.56	517.00	5	10	Replace as required
5. Building signage							
Replace signage	1	Item	1,400.00	1,400.00	8	15	Quotation required
6. Fence maintenance							
Repaint fibre cement bin screens	46	m2	19.00	874.00	3	8	Ongoing painting program
Repair or replace fibre cement bin screens (total: 46 Lm) - 10%	5	Lm	105.67	528.00	3	10	Repair or replace as required
Repair or replace metal fence (total: 167 Lm – rate 100%) - 10%	17	Lm	97.81	1,663.00	2	10	Repair or replace as required
Repair or replace powder coated metal fence (total: 295 Lm – rate 50%) - 10%	30	Lm	50.44	1,513.00	9	10	Repair or replace as required - shared boundary fence
Repair or replace powder coated metal fence (total: 60 Lm – rate 100%) - 10%	6	Lm	101.71	610.00	8	10	Repair or replace as required
7. Walls							
Repair block retaining walls (total: 372 m2 - rate 50%) - 10%	37	m2	112.42	4,160.00	10	15	Repair or replace as required - shared boundary wall
Repair block retaining walls (total: 122 m2 - rate 100%) - 10%	12	m2	224.83	2,698.00	10	15	Repair as required
Repair rock retaining walls (total: 330 m2 - rate 100%) - 10%	33	m2	224.83	7,419.00	10	15	Repair as required

Inspector's Report for Community Corporation 26572

1. The maintenance of fences between properties is regulated under the Fences Act 1975, which states that each adjoining owner shall pay half the cost of maintain an adequate fence. As such, we have applied a fifty percent rate to all maintenance work on these fences in this report.
2. The bitumen driveway will require resurfacing from time to time in addition to spot maintenance to address minor issues as they arise. An allowance has been made in this report to assist with the cost of these ongoing works based on the average life expectancy of bitumen driveways. Bitumen driveways are more susceptible to environmental factors than other areas of the property, such as heavy rain leading to subsidence and pot-holing and heavy vehicle traffic. It is important that any deterioration is addressed promptly, as the deterioration of bitumen tends to accelerate when not maintained, significantly increasing overall maintenance costs. As such, we recommend that the Community Corporation regularly monitor the state of repair of the driveway and, if necessary, allocate additional funds for prompt maintenance.
3. We have recommended that the balance of the Sinking Fund be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and also to ensure that adequate funds are available to provide for major works (which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance). Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by approximately fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
4. Money was allocated to the maintenance of driveway / car park entry gates and the replacement of electric gate motors over time.
5. A walkway maintenance program was included for repairs and maintenance to the external common area walkways and stairways.
6. An allowance for plumbing and drainage maintenance was included for the complex.

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 Community 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 Community 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 Community 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 Community Corporation decides by unanimous resolution.

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 Community 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 Community 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 taken into account.

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 Community 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 Community 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 Community Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Community 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 Community 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

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

FORM LF2 (Version 2)
 CANCELLATION NOTED AT
 Orig. **LF# 13158071**



16:47 13-Aug-2019
 1 of 1

LANDS TITLES REGISTRATION OFFICE
 SOUTH AUSTRALIA
**LODGEMENT FOR FILING UNDER THE
 COMMUNITY TITLES ACT 1996**
 FORM APPROVED BY THE REGISTRAR-GENERAL

FSCP

SERIES NO	PREFIX
	LF

OP 26572

AGENT CODE

LODGED BY: Frank Stemper Conveyancing FSCP

CORRECTION TO: Frank Stemper Conveyancing FSCP

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
 (COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

*Certified correct for the
 purposes of the Real Property Act.
 F Stemper
 FRANK STEMPER
 REGISTERED CONVEYANCER*

PICK-UP NO.	
-------------	--

<i>D WATSON</i> <i>CP 26572</i>	
CORRECTION <i>26.8.19</i>	PASSED <i>[Signature]</i>

FILED <i>[Signature]</i>	20 NOV 2019
pro	 REGISTRAR-GENERAL

* Strike through the inapplicable

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~
~~*NOTICE OF VARIATION OF BY-LAWS~~
~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

INSTRUMENT AFFECTED 12047954 ✓

PLAN No. C26572

To the Registrar-General,

Certification of copy of by-laws as varied and resolution:

I, Ian Murray Collins of 6 Snug Court Encounter Bay SA 5211
being an Officer of the Community Corporation No.26572 Incorporated certify that –

- (a) the copy of the by-laws attached to this certificate is a true copy of the by-laws as varied by special/unanimous resolution of the corporation at a duly convened meeting of the corporation held on 30 July 2019; and
- (b) the copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

Dated the 13th day of AUGUST 2019

Signed:



.....
Ian Murray Collins - Treasurer

Community Plan No.26572 Incorporated

COMMUNITY TITLES ACT 1996

BY-LAWS

146 Main South Road Hackham SA 5163

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



.....
Ian Murray Collins - Treasurer

Date: 13 / 08 / 2019

Certificate as to preparation of scheme description, by-laws or
development contracts:

Certified correctly prepared in accordance with the requirements of the *Community
Titles Act 1996* by an officer of the community corporation.

Date: 13 / 08 / 2019

Name: Ian Murray Collins
Address: 6 Snug Court Encounter Bay SA 5211



.....
Ian Murray Collins - Treasurer

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Community Plan No. 26572

Operative clauses

1. Interpretation

In these by-laws, unless the content otherwise requires:

Act means the *Community Titles Act 1996*;

Community Parcel means all the land the subject of the community plan referred to above;

Common Property means all common property of the Corporation as defined by the Act including all chattels, fixtures, plant and equipment located on the common property and for avoidance of doubt, all building all building structures (including but not limited to all roof sheets, roof timbers, fascia boards, eave linings, scotia, guttering and downpipes) that were in existence at the time of lodgement of the Community Plan or installed by the Corporation;

Corporation means Community Corporation No. 26374 Incorporated;

Corporation Manager means any party approved by the Corporation having relevant expertise and experience to properly manage and perform the duties and functions of the Corporation under the Act and **Corporation Management Agreement** means any such agreement appointing the Corporation Manager pursuant to section 75(5) of the Act;

Eureka Hackham means the improvements and facilities within or upon the Community Parcel including without limitation the Common Property of the Corporation;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

GST means the goods and services tax established under the GST Act;

Improvement means anything which has been done to the community lot by way of the development of the community lot or otherwise installed thereon;

Letting Agent means the proprietor of any letting business permitted by the Corporation to carry on business from premises within the Community Parcel leasing or selling lots on behalf of a Lot Holder;

Lot means a community Lot comprised in the community scheme;

Lot Holder means the owner of a lot and where the context allows the occupier of a lot;

Occupier of a lot includes, if the lot is unoccupied, the owner of the lot;

Rules mean the rules made by the Corporation pursuant to the powers contained in these by-laws;

Scheme Description means the scheme description for the Community Parcel pursuant to Part 4 of the Act as varied from time to time;

other words have the definition given to them in the Act;

a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;

One gender includes all other genders;

The singular includes the plural and the other way around.

2. Administration Management and Control of Common Property

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may (but is not obliged to) establish a management corporation (the **Management Corporation**) responsible to the Corporation for the administration, management and control of the Common Property.
- 2.3 The Corporation may appoint a manager to assist the Corporation or the Management Corporation in the function of administering, managing and controlling the Common Property.
- 2.4 For the purposes of providing for the control, management and administration of the Community Parcel, the Body Corporate is hereby empowered to enter into appropriate agreements for the provision of services on such terms and conditions as the Body Corporate may deem fit.
- 2.5 For the purposes of enabling a Letting Agent to carry on business from premises within the Community Parcel, leasing or selling lots on behalf of a Lot Holder and providing other services to the Lot Holders, the Body Corporate is hereby empowered to enter into appropriate agreements on such terms and conditions as the Body Corporate may deem fit.
- 2.6 Any costs incurred by the Corporation in fulfilling its functions under the Act or these by-laws are recoverable from the owners of the community lots in proportion to the lot entitlement of each lot.
- 2.7 If the costs (referred to in clause 2.6) incurred or being recovered by the Corporation relate to a taxable supply under the GST Act then:
- (a) the owner of the community lot must pay to the Corporation GST on the costs;
 - (b) the Corporation must, at the time of requesting payment, provide the owner of the community lot with a tax invoice in accordance with the GST Act;
 - (c) if an adjustment event occurs as defined in the GST Act, then the Corporation must provide an adjustment note within 7 days of the happening of the adjustment event.

3. Use and Enjoyment of the Common Property

- 3.1 The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lot Holders, occupiers and their invitees.
- 3.2 The Common Property comprises the whole of the Community Parcel other than those parts of the Community Parcel which are designated as lots in the Community Plan, including but not limited to the maintenance shed, a driveway for access, car parking, internal walkways, service infrastructure, security gates, entry statement and landscaping.

3.3 A person bound by these by-laws must:

- (a) not use the Common Property otherwise than in accordance with any directions made by the Corporation from time to time and in particular must not use the Common Property in a manner which will constitute annoyance nuisance grievance disturbance or damage or create any noise which interferes with or which might reasonably be deemed to interfere with the peace and quietness of Lot Holders and/or occupants of the building in which the lot is located or of any person making legitimate and reasonable use of the Common Property; and
- (b) comply with all rules and directions (if any) from time to time issued by the Corporation or otherwise in respect of the Common Property.

4. Variation of these By-laws

4.1 These by-laws may be varied by a special resolution of the Corporation other than by-laws 2.2 to 2.5 inclusive which may only be varied by unanimous resolution.

4.2 Within 14 days after the passing of the special resolution or a unanimous resolution varying the by-laws or the making of an order by a court varying a by-law, the Corporation must lodge with the Registrar-General:

- (a) a copy of the by-laws as varied;
- (b) a copy of the resolution or order;
- (c) the fee prescribed by regulation.

4.3 The Corporation must comply with the Act in respect of the variation of the by-laws.

5. Use of Lots/Persons bound by these By-laws

5.1 A person bound by these by-laws acknowledges that where lots are used for residential purposes the occupants of the lots will be predominately 55 years or older and typically 65 years or older.

5.2 A person bound by these by-laws must not use a lot for other than a residential purpose unless the use is consistent with the Scheme Description, the By-laws and the use has been approved by the Corporation.

5.3 The Corporation may enter into an agreement to permit a Lot Holder which provides services to the Corporation pursuant to by-law 2.4 to use the Lot Holder's lot and Common Property for the purposes of providing those services.

5.4 The Corporation may enter into an agreement to permit a Letting Agent which is a Lot Holder to use the Letting Agent's lot for the purpose of the business of the Letting Agent and to provide other services to Lot Holders.

5.5 The following persons are bound by these by-laws;

- (a) the Corporation;
- (b) the Lot Holders and occupiers of the community Lots comprising the Community Scheme.
- (c) persons entering the Community Parcel (including with limitation a Lot Holder's tenants, guests, servants, employees, agents, children, invitees, and licensees).

6. Noise.

A person bound by these by-laws must not on the Community Parcel create any noise likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using Common Property.

7. Vehicles

A person bound by these by-laws must not park or stand a motor vehicle in a parking space allocated for others or on a part of the Common Property on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation will in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person indemnities the Corporation in respect of all claims for costs and damages arising out of such actions.

8. Obstructions

A person bound by these by-laws must not obstruct lawful use of Common Property by any person.

9. Damage to Gardens, etc on Common Property

A person bound by these by-laws must not, without the consent of the Corporation:

- (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use any portion of the Common Property for his or her own purpose as a garden.

10. Damage to Common Property

10.1 A person bound by these by-laws must not:

- (a) use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by other persons lawfully entitled to use the Common Property their visitors or invitees (which expression includes customers and/or clients as the case may be);
- (b) make undue noise in or about any lot or the Common Property;
- (c) interfere with others in the enjoyment of their rights in relation to lots or Common Property; and
- (d) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the prior approval in writing of the Corporation.

10.2 Maintenance to Common Property

- (a) the Corporation shall be responsible for the upkeep, repair and maintenance of the Common Property, as defined in these By-laws;
- (b) the Corporation shall not be responsible for the upkeep, repair and maintenance of any alteration or addition to a Lot made by a Lot Holder.

11. Lot Holder Conduct

11.1 Subject to these by-laws, a person bound by these by-laws must not:

- (a) bring objects or materials onto the Common Property of a kind that are likely to cause justified offence to others;
- (b) allow refuse to accumulate so as to cause justified offence to others;
- (c) be inadequately clothed when upon the Common Property or when upon any part of a lot so as to be visible from another lot or from the Common Property;
- (d) use any language or behave in a manner likely to cause offence or embarrassment to others;
- (e) permit any child over whom he or she had control to play upon any Common Property (other than an area designated by the Corporation as a children's play area);
- (f) dispose or throw upon the Common Property any rubbish dirt dust or other material or any appliance chattel or any other article or thing except in the receptacle or areas (if any) specifically provided therefor;
- (g) hang any washing, towel, bedding, clothing or other article on any part of a lot in such a way as to be visible from outside the lot;
- (h) 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 a lot holder or occupier of a lot shall ensure that all fire, security and garage doors are kept locked or secure or in an operational state (as the case may be) when not in immediate use;
- (i) use or interfere with any fire hydrant or any other firefighting or fire safety equipment except in the case of an emergency;
- (j) use or permit to be used any barbecue upon any lot without the Corporation Managers permission;
- (k) use any washing machine or tumble dryer in any lot between the hours of 10pm and 7:30am;
- (l) wash any motor vehicle or permit any motor vehicle to be washed on any part of a lot or on any part of the Common Property;
- (m) transport or permit the transport of any furniture or other heavy or large objects through or upon the Common Property unless he or she has first given to the Corporation notice of his or her intention to do so sufficient in the circumstances to enable the Corporation (if it so wishes) to arrange for its nominee to be present at the time when such transport occurs;
- (n) when transporting or permitting the transport of any objects through or upon the Common Property prevent any security or perimeter door or exit from closing unless a responsible person attends at that door or exit for any time that the security or perimeter door is held open in order to prevent the unauthorised entry of persons upon the Common Property through that door or exit;
- (o) store garbage other than in an appropriate container that prevents the escape of unpleasant odours;
- (p) install or permit the installation of any window furnishings to the interior of any windows other than in accordance with the policy guidelines issued from time to time by the Corporation or the Corporation Manager;
- (q) disobey reasonable directions or requests from an officer of the Corporation or the Corporation Manager;
- (r) carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services on or in relation to the Community Parcel without prior written consent of the Corporation;
- (s) 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 provision of services without prior written consent of the Corporation;
- (t) advise the Corporation Manager if the Lot will be vacant for more than 48 hours;
- (u) advise of the name and address of next-of-kin of the occupier and from time to time to advise any change that might occur in the identity or address of such person.

- 11.2 A Lot Holder or occupier of a lot must take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she must ensure that such visitor or invitee leaves the Community Parcel.
- 11.3 A Lot Holder;
- (a) shall keep his or her lot clean and take all practicable steps to prevent infestation by vermin and/or insects;
 - (b) shall be responsible for the interior maintenance and decoration of his or her lot;
 - (c) will be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in the Corporation caused by the Lot Holder or any occupier of the lot or their visitors or invitees;
 - (d) whose lot is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lot Holder must take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing must;
 - i) ensure that it is a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;
 - ii) provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and must in addition ensure that in the event that such lease, licence or other agreement is in writing and annexes a copy of these by-laws; and
 - iii) provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

12. Water Consumption Charges

Where there is not a separate meter to a lot, the Corporation may by special resolution determine:

- (a) to transfer the responsibility back to each Lot Holder for payment of water consumption charges; and
- (b) the basis of the division of water cost between each Lot Holder.

13. Signs

Subject to By-law 31, a person bound by these by-laws must not, without the consent of the Corporation, display any sign, advertisement, placard, banner or other conspicuous material of a similar nature:

- (a) on any part of his or her lot so as to be visible from outside of the building in which the lot is located; or
- (b) on any part of the Common Property,

PROVIDED ALWAYS THAT:

- (a) signage and letters specifying the name of the building in which the lots are compromised as "Eureka Hackham" (or such other name as may be approved by the Community Corporation) may be installed within and upon the said building and a

person bound by these by-laws allows the Corporation Manager or other person authorised by the Corporation to affix to the exterior of the premises comprising that person's lot such signage or letters containing or comprising the name "Eureka Hackham" (or such other name as may be approved by the Community Corporation) as the Corporation Manager or such other person may stipulate or as the Corporation may have agreed to allow pursuant to any naming rights agreement into which it has entered and in addition to allowing signage or letters to be affixed as aforesaid each Lot Holder allows the Corporation Manager or the holder of the naming rights such rights of access, use and easements as the holder of the naming rights requires in order to illuminate by electric light the said signage or letters and to be able to easily access, clean and maintain such letters or signage; and

- (b) the Letting Agent nominated by the Corporation from time to time is exclusively permitted to erect and display any sign, advertisement, placard or other conspicuous material of a similar nature on any part of the Community Parcel, including the Common Property and any lot for the purpose of promoting and fostering its business.

14. Security

The Corporation may take all reasonable steps to ensure the security of the Community Parcel and property of the Corporation and the observance of these by-laws and without limiting the generality of the foregoing, may:

- (a) close off any part of the Common Property not required for ingress or egress to a lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lot Holders or occupiers of any such part of the Common Property;
- (b) permit any designated part of the Common Property to be used by any security person, firm or company to the exclusion of lot holders or occupiers generally as a means of monitoring the security and general safety of the Community Parcel; and
- (c) obtain, install and maintain any locks, alarms, communication system or any other security device.

15. Keys

- 15.1 If the Corporation in the exercise of any of its powers under these by-laws restricts the access of Lot Holders or occupiers to any part of the Common Property by means of any lock or similar security device it may make such number of keys or operating systems (if any) as it determines available to Lot Holders free of charge and thereafter may at its discretion make additional numbers thereof available to Lot Holders upon payment of a reasonable charge as may be determined from time to time by the Corporation.
- 15.2 The Lot Holder of a lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to any such occupier) to ensure the return thereof to the Lot Holder or the Corporation upon the occupier ceasing to be an occupier.
- 15.3 A Lot Holder or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come must not without the prior written approval of the Corporation duplicate the same or cause or permit the same to be duplicated and must take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Lot Holder or occupier and is not disposed of otherwise than by returning it to the Corporation.
- 15.4 A Lot Holder or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Corporation if the same is lost or misplaced.

16. Storage of Flammable Liquids etc.

The occupier of a lot (or if the lot is unoccupied, the Lot Holder) must not, without the prior written consent of the Corporation, use or store in the lot or on the Common Property any explosive or other dangerous substance.

17. Fire Safety

A Lot Holder or occupier of a lot must not use frypans, gas or electric hotplates or ovens in the lot. Cooking is prohibited other than the use of a toaster, electric jug and microwave oven for reheating cooked food.

18. Garbage Disposal

18.1 A Lot Holder or occupier of a lot must:

- (a) save where the Corporation provides some other means of disposal of garbage, (which other means of disposal will be adhered to by the Lot Holder or occupier) maintain within his lot, or on such part of the Common Property as may be authorised by the Corporation, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the Lot Holder or occupier of any other lot is not adversely affected by his disposal of garbage.

18.2 Garbage receptacles shall be placed only where approved by the Corporation Manager and used only for the purpose for which they are provided:

- (a) empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible, out of sight; and
- (b) Lot Holders and occupiers must not litter or otherwise interfere with the tidiness of the car parking areas.

19. Keeping of Animals

19.1 A person bound by these by-laws must not (without the prior written consent of the Community Corporation) keep an animal (except fish contained in a secure aquarium on the lot) in, or in the vicinity of, a lot or on the Common Property provided always that nothing in this By-law 19 shall:

- (a) prevent an occupier of a lot who suffers from a disability from keeping a dog on the lot or restrict the use of a dog by the occupier if the dog is trained to assist the occupier in respect of that disability; or
- (b) prevent a visitor to the Community Parcel who suffers from a disability from using a dog trained to assist the visitor in respect of the disability; or
- (c) prevent the Corporation from granting consent to an occupier to keep an animal in or in the vicinity of that person's lot, having had regard to the occupier's circumstances at time of occupying the lot, and the age, size, and type of animal, provided that the Corporation shall also have the power to rescind or vary any such consent from time to time.

19.2 Where a person bound by these by-laws (with the consent of the Community Corporation), brings or keeps an animal on a lot or any other part of the Common Property that person is:

- (a) liable to the proprietors or occupiers of all other lots comprised in the plan of community division, and all other persons lawfully on the Common Property for any act or noise

which is disturbing to an extent which is unreasonable, and for damage to, or loss of property or injury to any person caused by the animal; and

- (b) responsible for cleaning up after the animal has used any part of another lot or any part of the Common Property.

20 Tenants to have notice of by-laws

A copy of these by-laws (or a précis thereof approval by the Corporation) must be delivered by the Lot Holder to the Lessee or occupier of any lot not personally occupied by the Lot Holder and in any event incorporated as an annexure to any Lease or Licence granted to a Lessee or occupier.

21 Use of water etc

- 21.1 A Lot Holder or occupier must not waste the water and shall see that all water taps in his or her lot are promptly turned off after use.

- 21.1.1 The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. The cost of repairing any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Lot Holder whether the same is caused by his own actions, or those of his tenants, servants, agents, guests, employees, invitees, or licensees.

22 Notice to be given

A Lot Holder or occupier must give the Corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his or her knowledge and the Corporation shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any dwelling as often as may be necessary.

23 Corporation may inspect

Upon one day's notice in writing (without notice in the case of emergency) the Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Lot Holder in cases where such leakage or defect is due to any act or default of the said Lot Holder, or his tenants, guests, servants, agents, employees, invitees or licensees). If not so permitted they may effect an entry. The Corporation, in exercising this power, must ensure that its servants, agents and employees cause as little inconvenience to the Lot Holder or occupier as is reasonable in the circumstances.

24 Insurance

- 24.1 Each Lot Holder must effect their own third party property and public risk insurance extending to cover any person occupying the Lot Holder's lot.
- 24.2 The policy of Insurance to be effected by each Lot Holder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event with such minimum requirement being increased by the Corporation as it reasonably determines from time to time.

- 24.3 Each Lot Holder must supply the Corporation with proof of insurance by providing a copy of the lot Holder's current receipted insurance schedule or policy on request.

25. Sinking Fund

- 25.1 The Corporation will establish a sinking fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- 25.2 The Corporation must advise the Lot Holders in writing of the establishment of any such sinking fund and of the contribution to be made by the Lot Holder.
- 25.3 The following provisions apply to any sinking fund established under this by-law:
- (a) the Corporation will establish a separate fund for such monies and all monies paid by the Lot Holder in this regard will be paid into that fund;
 - (b) that fund or so much of the balance standing to the credit of that fund as remains unexpected from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
 - (c) any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

26. Driveways to be kept clear

- 26.1 The pathways and driveways on the land and any easement giving access to the land must not be obstructed by any of the Lot Holders or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no Lot Holder or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, driveways and easement.
- 26.2 A Lot Holder or occupier of a lot must not obstruct lawful use of Common Property by any person including obstruction by the placement thereon of free standing signs, furniture, pot plants, display of wares or otherwise howsoever.

27. Corporation may make Rules

The Corporation may make rules relating to the Common Property (including but not limited to the allocation and granting permits for the use of up to ten car parking bays) not inconsistent with these by-laws and the same 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 Lot Holders.

28. Lot Holders not to instruct Contractors/Workmen

Lot Holders must not directly instruct any contractors or workmen employed by the Corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the Corporation shall be directed to the Secretary or Corporation Manager and not to the Chairman or any member of the Corporation.

29. Corporation rights and powers - unpaid levies

- 29.1 A Lot Holder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand;
- (a) the whole of the Corporation's costs and expenses (including solicitor and own client costs) incurred in recovering levies or moneys duly levied upon the proprietor's Lot in the plan by the Corporation pursuant to the Act or pursuant to the by-laws of the Corporation;

(b) such costs as may have been ordered to be paid by the Lot Holder to the Corporation by any court, tribunal or body with authority to order the payment of such costs.

- 29.2 In the event that the Lot Holder fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Corporation may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Corporation's party and party costs, the Corporation shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment in costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in paragraphs 29.1(a) above against the levy account of the Lot Holder's in the plan and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act or the Act.
- 29.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as 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 Corporation Manager has administrative discretion to write off interest at a limit to be determined by the Corporation from time to time.
- 29.4 If at any time 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.
- 29.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 29.6 Where the Corporation expends money to make good damage caused by a breach of these by-laws by any Lot Holder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them, the Corporation shall be entitled to recover the amount so expended as debt in an action in any court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred and the amount of such money so expended may at the discretion of the Corporation be imposed on the Lot Holder and the Lot Holder's lot as a special levy, and if so imposed may be recovered from the Lot Holder, and constitute a charge on the lot, as a levy.

30. Ownership Change

A Lot Holder must immediately notify the Corporation of:

- (a) any change in the ownership of the lot, or any change in the address of the owner; and
- (b) any change in the occupancy of the lot.

31. Advertising

Notwithstanding by-law 13 hereof a person may display an advertisement associated with the sale of a lot on that lot provided the prior written consent of the Corporation or the Corporation Manager has been obtained (which shall not be unreasonably withheld).

32. Severability

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

33. Offence

Any person who contravenes or fails to comply with the provisions contained in these by-laws or Rules is guilty of an offence.

34. Penalty

The maximum penalty for the breach of any of these by-laws or the Rules is \$500.00 or such other maximum amount as may from time to time be provided by Section 34(3)(e) of the Act.

THIS IS A COPY OF THE DULY CONVENED
MEETING OF THE CORPORATION HELD ON
30 JULY 2019, REFERRED TO IN THE ATTACHED CERTIFICATE.

SIGNED:



IAN MURRAY COLLINS - TREASURER.
DATE: 8/11/2019.

Minutes of the Annual General Meeting

Corporation *Community Corporation 26572 Inc*
Address *144 Main South Road Hackham*
Meeting Date *Tuesday 30 July 2019 commencing at 9:30 am*
Location *Strata Data Offices, 647 Portrush Road, Glen Osmond*

Present in Person

Lot: 12, 13, 27 & 96 Mr Kenneth Ramsey
Lot: 16 Mr Shane Adams
Lot: 20, 82 & 88 The I & A Collins Superannuation Fund
Lot: 26 & 33 Mrs Helena Mitch
Lot: 39 Mr Sergio Galessi
Lot: 52 Mr Jeanette Stott
Lot: 56, 57 & 89 Hand Made Investments Projects
Lot: 75 Mr Tony Hall
Lot: 76 Mr Simon Hall
Lot: 81 Tirraappendi Pty Ltd
Lot: 95 Bruce Armstrong Superannuation Fund

Apologies

Nil.

Present by Proxy

Lot: 2 Mr Ivan Juric & Mrs Jadranka Juric – Proxy to Strata Data
Lot: 7, 9, 10, 15, 17, 21, 22 & 25 Angas Securities House – Proxy to Mrs Esther Yong
Lot: 14 & 31 Mr Doug Fitzpatrick – Proxy to Strata Data
Lot: 23, 32 & 84 Mr Steven Collins – Proxy to Mr Ian Collins
Lot: 34 Mr Mr N Hutchings – Proxy to Strata Data
Lot: 46 & 47 Miss Judith Ware – Proxy to Strata Data
Lot: 58 & 59 Ms E Whyte – Proxy to Strata Data
Lot: 64 & 65 Mr V & C Spiteri – Proxy to Strata Data
Lot: 66 Mr Tony Sibley – Proxy to Strata Data
Lot: 67 Mr David Monck – Proxy to Strata Data
Lot: 73 Mr Mark & Mrs Kathleen Williams – Proxy to Strata Data
Lot: 74 Mr Lee Demery – Proxy to Strata Data
Lot: 90 Mr Dominic Trimboli & Mrs Pauline Trimboli – Proxy to Strata Data
Lot: 91 Mr John Turnbull & Mrs Suzanne Turnbull – Proxy to Strata Data

In attendance

Paul Francken & Sarah Steele representing Strata Data
Mr Peter Jones representing Hand Made Investments Projects & Tirraappendi Pty Ltd
Mr Ian Collins representing The I & A Collins Superannuation Fund
Mr Bruce Armstrong representing Bruce Armstrong Superannuation Fund

Quorum

The Body Corporate Manager advised that the Corporation had currently 5 un-financial lots with the payments due 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 9:36am.

Chairperson

Moved Hand Made Investments Projects Seconded The I & A Collins Superannuation Fund "that Paul Francken of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Confirmation of Minutes

It was Moved Mr Sergio Galessi Seconded Mr Kenneth Ramsey "that the minutes of the previous Annual General Meeting, held on Wednesday 8th August 2018 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

Moved Angas Securities House – By Proxy Seconded Mr Kenneth Ramsey "that the statement of income and expenditure for the period Tuesday, 8 May 2018 to Tuesday, 7 May 2019 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.

Review of Sums Insured

Strata Data advised that Section 103 of the Community Titles Act 1996 (as amended) and the by-laws effect insurance of the common property and recommended that the corporation arrange a valuation of the common areas to satisfy compliance. Body Corporate members are advised that they must, so as not to jeopardise the Corporation's position in regards to claim processing or renewals, notify Strata Data immediately of any possible claims that may be made against the policy.

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from three separate insurers, inclusive of the current insurer. The current insurer also included a suggested Building Insurance increase of 5% as well as the cost of the policy should the Corporation choose to increase the building sum insured by 5%.

The Body Corporate declined to have an insurance valuation and resolved to maintain the current sums insured.

It was Moved Hand Made Investments Projects Seconded The I & A Collins Superannuation Fund "that the sums insured be:

Building Insurance	\$14,743,600.00
Common Area Insurance	\$138,000.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	\$4,423,080.00
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	30/07/2019
Last Valuation Date	05/09/2018
Last Valuation Sum	\$13,297,000.00

Strata Data was appointed to place this insurance with CHU through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

Insurance Disclaimer

In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate's decision to insure for a lesser amount than is required by legislation (the requirement is that the common property at all times be insured to full replacement value), Strata Data and or members of its staff will not be held professionally negligent. It is the express requirement that the Registered Proprietors of The Strata Data Group from time to time are indemnified and will keep indemnified against any claim of any nature that may arise as a result of the Body Corporate's decision relating to the sum insured.

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/>

Contents Insurance

Strata Data advised the Members that the corporation's insurance policy does not cover an owner's or tenant's contents (including carpets, curtains and light fittings) or an owner's legal liability within their Lot and that it is each individual owner's responsibility to organize contents insurance for their Lot.

Authority to Use Non Approved Contractors

Trades Monitor has been appointed to help reduce your liability when engaging tradespeople and contractors who perform works on the Body Corporate. There are many liability issues and risks that can arise if those contractors do not have the required insurances, ABN, licences and registrations.

The monitoring of all of these registered contractors is then ongoing by Trades Monitor - their licences and insurances are checked for the required renewals each year ensuring peace of mind for everyone. As such Strata Data ordinarily only issues work to contractors who are approved by Trades Monitor, to protect everyone's interest.

If however the corporation wish to use service providers that are not Trades Monitor approved Strata Data would require written approval from the relevant Office Bearers instructing them to do so. When this approval is received, the committee members and/or each Owner must be aware that they could be personally liable for any loss, damage, defective work, or public liability claim made on their Body Corporate where the service provider is involved.

Use of a Non Preferred Contractor

A Preferred Contractor is a Contractor that has been proven to carry up to date & relevant, insurance policies, business registration & licensing (as per Trades Monitor) and tested by Strata Data to be competent, in their respective fields of expertise, to attend to works upon the property of managed Bodies Corporate.

The Body Corporate and/or its Officers may resolve to decline the use of the Preferred Contractors recommended by Strata Data. In this case a member of the Body Corporate must be responsible for obtaining quotations and instructing the "Non-Preferred" Contractor to proceed with works. On completion of works, the Presiding Officer or any other person nominated at a General Meeting must sign off on the "Non-Preferred" contractors invoice, prior to funds being released from the Body Corporates Trust Account.

The Body Corporate acknowledges that Strata Data cannot be involved in the process of arranging quotations for works, coordinating, overseeing, supervising or otherwise becoming involved in the works that are to be carried out by a "Non-Preferred" Contractor in any way. In the instance where Strata Data is requested by the Body Corporate to become involved in dispute resolution between the Body Corporate and a "Non-Preferred" Contractor, the fee prescribed in the Management Agreement between the Body Corporate and Strata Data will apply.

The Body Corporate may, at any time utilise the services of any contractor on the "Preferred" Contractor list.

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to make contact with the Village Manager to request that the gutters be inspected, with a report to be provided on the current condition of the gutters and if/when they are to be cleaned. If specific areas are required to be cleaned Strata Data are to action accordingly.

Termite Treatment/Inspections

It was requested that Strata Data sourced an updated quote to have all external common areas inspected for termites by Lawlor's Pest Control. Once the quote is in hand it's to be forwarded to the Management Committee for direction.

Other Relevant Business

Electricity Invoice

It was requested that Strata Data provide the latest electricity invoice to the Management Committee for review and inspection, mainly to seek information around the feed in benefits of the common solar system installed.

* **Proposed amendments to the By-Laws**

Moved Mr Bruce Armstrong Seconded Mr Tony Hall "that the definition of Common Property in clause 1 of the By-laws to the Community Corporation be amended by deleting the current wording "Common Property means all common property of the Corporation as defined by the Act including all chattels, fixtures, plant and equipment located on Common Property

Common Property" and in substitution inserting the words:

"Common Property means all common property of the Corporation as defined by the Act including all chattels, fixtures, plant and equipment located on the common property and, for avoidance of doubt, all building structures (including but not limited to all roof sheets, roof timbers, fascia boards, eave linings, scotia, guttering and downpipes) that were in existence at the time of lodgement of the Community Plan or installed by the Corporation.

* **By inserting a new clause 10.2 in the By-laws as follows:**

10.2 Maintenance to Common Property

(a) the Corporation shall be responsible for the upkeep, repair and maintenance of the Common Property, as defined in these By-laws;

(b) the Corporation shall not be responsible for the upkeep, repair and maintenance of any alteration or addition to a Lot made by a Lot Holder". *Carried Unanimously*

Sinking Fund Analysis

Moved Bruce Armstrong Superannuation Fund Seconded Mr Tony Hall "that the Body Corporate reviewed and notes the previous Sinking Fund Forecast prepared by Solutions in Engineering created on the 28/06/2016, as previously distributed to all members. It was further resolved the Corporation wish not to follow the recommendations of the report. *Carried Unanimously*

* THIS IS THE COPY OF THE RESOLUTION OF THE CORPORATION REFERRED TO IN THE ATTACHED CERTIFICATE .

SIGNED:



IAN MURRAY COLLINS - TREASURER .

DATE: 8/11/2019 .

Maintenance Condition and Safety Report

With the recent trend towards greater focus and attention on safety and minimising risk to others, the Body Corporate has a duty of care to ensure that the Common Property is free from hazards. Section 75(1)(b) of the Community 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.

Moved Bruce Armstrong Superannuation Fund Seconded Hand Made Investments Projects "that completion of a Maintenance Condition and Safety Report is not required at this time. The Members present noted that the Village Manager is to continue to review the common property and report any concerns noted. It was further noted that previous concerns that were raised had been acted upon by the Management Committee" *Carried Unanimously*

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 \$207,882.00. This Budget was not approved:

After discussion it was Moved Hand Made Investments Projects Seconded Mr Sergio Galessi "that the Annual Contributions be as follows:

Administration Fund	\$192,926.00
Sinking Fund	\$ 13,000.00
Total Contribution	\$205,926.00

This contribution is payable quarterly and divided entitlement commencing on 1st October 2019.

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 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was Moved Bruce Armstrong Superannuation Fund Seconded Mr Kenneth Ramsey "that Mr Peter Jones be appointed to the positions of Presiding Officer and Secretary and be the main contact point between Strata Data and the corporation, and that Mr Ian Collins be appointed to the position of Treasurer for the forthcoming year. A Committee comprising the following owners is appointed." *Carried Unanimously*

Committee Members

Mr Steven Collins
Mrs Sandra Ivor

Appointment of Body Corporate Manager

Moved The I & A Collins Superannuation Fund Seconded Mr Kenneth Ramsey "that Strata Data be re-appointed as body corporate manager for the coming year and that the following fee/rate structure will apply for the current financial year:

Annual Fee of \$16,080.00 plus GST of \$1,608.00 for a total of \$17,688.00 payable monthly

The Presiding Officer is authorised to sign the agreement on behalf of the Body Corporate and return it to Strata Data. If the Presiding Officer does not sign and return the agreement to Strata Data within 14 days, the agreement shall be deemed to have been accepted by the Body Corporate. The Body Corporate Manager is duly authorised to sign the agreement and affix the common seal." *Carried Unanimously*

Next Annual General Meeting

The next Annual General Meeting will be held on 28/07/2020 at 9:30am at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 10:24am.

RESOLUTIONS AFFECTING COMMUNITY CORPORATION 26572 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 08.05.2012

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

DATE RESOLUTION

08/05/12 Corporation's Right to Recover Money

That the Corporation may recover any money owing to it under the Community Titles Act S114 (7) (8) or By-laws as a debt. An owner of a Community Lot must pay or reimburse the Corporation on demand the costs, charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers Strata Data to act on its behalf in the recovery of monies owed to it and to take the necessary steps to ensure that this motion is compiled with.

29/10/12 Motion to amend the current By-Laws as attached

That the By-Laws be amended as per the attached edition that was circulated with the Agenda. ***Carried Unanimously***

Motion to pass the letting agreement as attached

That the letting agreement (circulated with the Agenda) be approved, subject to correction of section 3.8 & 10.8. The Presiding Officer is empowered to execute the document on behalf of the Corporation

Motion to pass the service agreement as attached

That the service agreement (circulated with the Agenda) be approved \$15 p week

Motion for Eureka to enter into the proposed leases with the Body Corporate as per the attached memorandums of lease

That the Corporation accept the proposed lease (circulated with the Agenda).

Motion –Resolution of disputes

That all of the above agreements will be signed on the provision that should there be an issue with any aspects of the delivery of services under the Letting Agreement, Management Agreement & Leases that the committee will provide a breach notice to Eureka that they will undertake to rectify said breach in accordance with Part 14-Resolution of disputes as per the Community Titles Act

19/02/13

That approval for owner's/resident's to install solar panels (at the owners/tenants expense), subject to the following conditions:

- Confirmation from the contractor that the roof is structurally capable of supporting the panels;
- The cost of supply and installation are met by individual owners/tenants;
- Repairs and maintenance of the solar panels and associated equipment remains the owners/tenants responsibility;
- The owner/tenant is to keep the panels insured against damage;
- Upon vacating the units, the solar panels and associated equipment are to be removed and the units returned to their original condition at the owners/tenants expense;
- Alternatively, at the Body Corporates' option, the solar installation may be gifted to the Body Corporate; and
- The Body Corporate may at any time prior to vacating the units require that the solar installation be removed and any damage made good at the owner's/tenant's expense.
- The solar panel installation location is to be approved by the Committee prior to each installation.
- If it is the Tenant requesting to install the solar panels, they must first have the permission of the Lot owner to do so.

NB: This approval meeting was only necessary as there are a number of Tenants requesting to have solar panels installed (at their expense) to reduce their own electricity costs. This type of addition to a Lot requires the approval of the Body Corporate. If your Tenant requests to install solar panels (at their expense), Body Corporate approval is now in place for them to do so, however each respective Lot owner will have the final say in whether you allow your Tenant to do so or not. If owners do not wish for any solar panels to be installed to their Lot(s), they have the right to refuse their Tenant's to do so.

Any Lot owners that approve their Tenants undertaking the installation of solar panels must have the location of the panels approved by the Committee prior to installation, to ensure that any solar panels are placed in as unobtrusive location as possible.

Any solar panel installations must *not* encroach on the roof space of another Lot.

19/11/13

Motion to amend item 11.1 (j) of the By-Laws

That item 11.1 (j) of the By-Laws be amended to "*Must not use or permit to be used any barbeque upon any lot, without the approval of the Village Manager.*"

- 09/07/14** **Approval for Lot owners to install whirlybirds/roof ventilators**
That Unit owners have approval to install whirly birds to their Units, providing the colour is the same as the roof sheets. The cost of the installation and ongoing expense to be the responsibility of the Unit owner.
- 08/08/2018** **Insurance Excess**
That the cost of the insurance excess be borne by the Lot from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a Lot owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that Lot owner.
- 16/08/2021** **Related costs for recovery of outstanding money – Unanimous Resolution**
That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.
- 02/08/2022** **5 Year Maintenance Plan**
That the members present accepts the 5-year maintenance plan report and further agreed \$34,950.00 expenditure estimated in proposed for the forthcoming financial period. That the members present were advised that the proposed maintenance plan may vary if any issue is encountered and required immediate attention during the year. That the committee is empowered to review the situation and allowed to make changes and priorities the work listed to attend such issues.
- Sinking Fund Analysis Review**
The members present advised that the sinking fund report prepared by Solutions in Engineering in line with legislation. It was noted that the reported sinking fund contribution projection was not aligned with the current requirement of maintenance work. That report will serve the Corporation as a guideline for future maintenance.
- 09/11/2023** **5 Year Maintenance Plan**
That the members present accepts the 5-year maintenance plan report and further agreed \$29,800.00 expenditure estimated in proposed for the forthcoming financial period. That the members present were advised that the proposed maintenance plan may vary if any issue is encountered and required immediate attention during the year. That the committee is empowered to review the situation and allowed to make changes and priorities the work listed to attend such issues.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006087807
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	30/07/2024 to 30/07/2025 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 26572 INC.
Situation	144 MAIN SOUTH ROAD HACKHAM SA 5163

Policies Selected

Policy 1 – Insured Property

Building: \$17,361,241
Common Area Contents: \$173,612
Loss of Rent & Temporary Accommodation (total payable): \$2,604,186

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$200,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$5,208,372
Extended Cover - Loss of Rent & Temporary Accommodation: \$781,255
Escalation in Cost of Temporary Accommodation: \$260,418
Cost of Removal, Storage and Evacuation: \$260,418

Policy 8 – 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

Policy 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

25/07/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2653814

HOLDFAST CONVEYANCERS
POST OFFICE BOX 1020
GLENELG SOUTH SA 5045

DATE OF ISSUE

06/03/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
08404616	J H WARE			
PROPERTY DESCRIPTION				
47 / 144 MAIN SOUTH RD / HACKHAM SA 5163 / LT 47 C26572 U47				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
8612507001	CT 6129/747	\$165,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	62.15	
	- REMISSION	\$	38.30	
	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-73.84	
	= AMOUNT PAYABLE	\$	0.01	
FINANCIAL YEAR				
2024-2025				

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

EXPIRY DATE 04/06/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
08404616

OWNERSHIP NAME
J H WARE

ASSESSMENT NUMBER
8612507001

AMOUNT PAYABLE
\$0.01

AGENT NUMBER
100018842

AGENT NAME
HOLDFAST CONVEYANCERS

EXPIRY DATE
04/06/2025

+80014128960022> +001571+ <0550163690> <0000000001> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au

Email: revsupport@sa.gov.au

Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2653814

HOLDFAST CONVEYANCERS
POST OFFICE BOX 1020
GLENELG SOUTH SA 5045

DATE OF ISSUE

06/03/2025

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

OWNERSHIP NAME		FINANCIAL YEAR	
J H WARE		2024-2025	
PROPERTY DESCRIPTION			
47 / 144 MAIN SOUTH RD / HACKHAM SA 5163 / LT 47 C26572 U47			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
8612507001	CT 6129/747	\$52,000.00	0.0044 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 0.00		
- PAYMENTS	\$ 0.00		
= AMOUNT PAYABLE	\$ 0.00		

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

ON OR BEFORE 04/06/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

South Australian Water Corporation

Name: MS JH WARE Water & Sewer Account Acct. No.: 86 12507 00 1 Amount: _____

Address:
U47 144 MAIN SOUTH RD HACKHAM LT
47 C26572 U47

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8612507001



Bill code: 8888
Ref: 8612507001

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 8612507001