

FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Christopher Ashley Spencer and Katherine Donna Slack

Address:

2/6 Callenandah rd Dernancourt SA Australia

4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address:

Shop 15, Woodcroft Market Plaza, 217 Pimpala Road Woodcroft SA 5162

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

6 Description of the land:

[Identify the land including any certificate of title reference]

Being the land situated at Unit 9/5 Campbell Road, Elizabeth Downs SA 5113 and being whole of the land in
Certificate of Title Volume 6273 Folio 205 and being whole of Lot 36 on Primary Community Plan 28723 in the
Area named Elizabeth Downs in the Hundred of Munno Para

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:

Right to cool-off (section 5)

1 – Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS–

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2 – Time for service

The cooling-off notice must be served–

- (a) if this form is served on you before the making of the contract– before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract– before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 – Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 – Methods of service

The cooling-off notice must be–

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

2/6 Callenandah rd Dernancourt SA ,Australia

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

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

lindy@magain.com.au

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

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

Shop 15, Woodcroft Market Plaza, 217 Pimpala Road Woodcroft SA 5162

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

Note–

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

*I / ~~We~~,

Christopher Ashley Spencer

of

2/6 Callenandah rd Dernancourt SA ,Australia

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

Date: _____ Signed: _____

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

(section 9)

To the purchaser:

I,

Lindy Kriticos and Mike Dobbin

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

Exceptions:

NIL

Date: _____ Signed: _____

*Vendor's agent / Purchaser's agent

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

SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

- (a) there is an attachment to this statement and –
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance –
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General –
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges –
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

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

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Certificate of Title - Volume 6273 Folio 205	
	Number of mortgage (if registered):	
	14397632	
	Name of mortgagee:	
	Mortgage to Perpetual Corporate Trust Pty (ACN 000341533)	
1.2 Easement (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input type="checkbox"/>
Note - "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES/NO
	<i>Are there attachments?</i>	YES/NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Description of land subject to easement:	
	Nature of easement:	
	Are you aware of any encroachment on the easement?	
	(If YES , give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES , give details):	
1.3 Restrictive covenant	<i>Is this item applicable?</i>	<input type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES/NO
	<i>Are there attachments?</i>	YES/NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Nature of restrictive covenant:	
	Name of person in whose favour restrictive covenant operates:	
	Does the restrictive covenant affect the whole of the land being acquired?	
	(If NO , give details):	
	Does the restrictive covenant affect land other than that being acquired?	

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> lease agreement Names of parties: Sukhpreet Kaur Mandal Period of lease, agreement for lease etc: From: 05/09/2024 To: 03/09/2025 Amount of rent or licence fee: 405.00 per (period) week Is the lease, agreement for lease etc in writing? YES If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: n/a (b) the outstanding amounts due (including any interest or penalty): n/a	<input checked="" type="checkbox"/> NO YES
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Condition(s) of authorisation:	<input type="checkbox"/> YES/NO YES/NO
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) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>CITY OF PLAYFORD RATES NOTICE , LOT 36 SEC 3177 CP 28723 HD OF MUNNO PARA, UNIT 9/5 CAMPBELL RD ELIZABETH DOWNS SA 5113</p> <p>Date of notice, order etc:</p> <p>7/02/2025</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>CITY OF PLAYFORD</p> <p>Land subject thereto:</p> <p>LOT 36 SEC 3177 CP 28723 HD OF MUNNO PARA, UNIT 9/5 CAMPBELL RD ELIZABETH DOWNS SA 5113 CT 6273/205</p> <p>Nature of requirements contained in notice, order etc:</p> <p>RATES PAYABLE</p> <p>Time for carrying out requirements:</p> <p>QUARTERLY</p> <p>Amount payable (if any):</p> <p>418.10</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Property interest report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>code amendments see PIR</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>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?</p> <p>NO</p> <p>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?</p> <p>YES</p> <p>Note-</p> <p>For further information about the Planning and Design Code visit www.code.plan.sa.gov.au</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> <p>N/A</p>		

SCHEDULE – DIVISION 2**OTHER PARTICULARS**

(section 7(1)(b))

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

1 Name of community corporation:

Community Corporation 28723 Inc

Address of community corporation:

3 Campbell Rd ,Elizabeth Downs

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.

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

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

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

PLEASE REFER TO STRATA CORPORATION NO 28723 INC ATTACHED

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

PLEASE REFER TO STRATA CORPORATION NO 28723 INC ATTACHED

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

PLEASE REFER TO STRATA CORPORATION NO 28723 INC ATTACHED

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

PLEASE REFER TO STRATA CORPORATION NO 28723 INC ATTACHED - REFER TO SCHEDULE OF UNIT ENTITLEMENTS

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

PLEASE REFER TO STRATA CORPORATION NO 28723 INC ATTACHED - REFER TO SCHEDULE OF UNIT ENTITLEMENTS . THE LOT ENTITLEMENT VALUE IS 161 OF A TOTAL OF 10000.

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

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee

*for the 2 years preceding this statement/since the deposit of the community plan;

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

YES

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

YES

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

YES

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

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

N/A

6 The following documents are enclosed:

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

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

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

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

Name:

Whittles Strata and Community Title services

Address:

176 Dulwich Rd Dulwich SA 5065

Note—

- (1) A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- (2) Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- (3) All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

**SCHEDULE - DIVISION 3****COMMUNITY LOTS AND STRATA UNITS****Matters to be considered in purchasing a community lot or strata unit**

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

Governance

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 13 inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

COPY OF BY LAWS

COPY OF CONTRACT

COPY OF COUNCIL SEARCH

COPY OF PROPERTY INTEREST REPORT

COPY OF SA WATER NOTICE

COPY OF EMERGENCY SERVICES LEVY PAYABLE CERTIFICATE

COPY OF LAND TAX PAYABLE CERTIFICATE

COPY OF STRATA PLAN ****

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

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

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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



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 6273 Folio 205

Parent Title(s) CT 6215/665
Creating Dealing(s) AP 13838106
Title Issued 25/07/2022 **Edition** 3 **Edition Issued** 12/11/2024

Estate Type

FEE SIMPLE

Registered Proprietor

KATHERINE DONNA SLACK
CHRISTOPHER ASHLEY SPENCER
OF UNIT 2 6 CALLEMONDAH ROAD DERNANCOURT SA 5075
AS JOINT TENANTS

Description of Land

LOT 36 PRIMARY COMMUNITY PLAN 28723
IN THE AREA NAMED ELIZABETH DOWNS
HUNDRED OF MUNNO PARA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14397632	MORTGAGE TO PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
29/06/2015	12353833	BY-LAWS	FILED
29/06/2015	12353834	DEVELOPMENT CONTRACT	FILED
29/06/2015	12353835	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 6273/205	Reference No. 2646278
Registered Proprietors	K D*SLACK & ANR	Prepared 07/02/2025 11:35
Address of Property	Unit 9, 5 CAMPBELL ROAD, ELIZABETH DOWNS, SA 5113	
Local Govt. Authority	CITY OF PLAYFORD	
Local Govt. Address	10 PLAYFORD BOULEVARD ELIZABETH SA 5112	

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) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	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
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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
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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 has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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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. <i>Native Vegetation Act 1991</i>		
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. <i>Natural Resources Management Act 2004 (repealed)</i>		
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. <i>Outback Communities (Administration and Management) Act 2009</i>		
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

John Rice Avenue Elizabeth South Residential - The Chief Executive, Department for Housing and Urban Development is proposing to rezone vacant land to facilitate medium density residential development. The Affected Area is currently zoned Employment and General Neighbourhood and includes open space areas to the east of the primary site that is owned by the City of Playford. 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 for further information or phone PlanSA 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.

29.2	section 127 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	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.

Certificate of Title

Title Reference: CT 6273/205
Status: CURRENT
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Status
07/11/2024	12/11/2024	14397631	DISCHARGE OF MORTGAGE	REGISTERED
07/11/2024	12/11/2024	14397632	MORTGAGE	REGISTERED

Data Available - Dealings completed since 09/11/2024 and unregistered Dealings

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
29/06/2015	12/08/2015	12353833	BY-LAWS	FILED	C28723
29/06/2015	12/08/2015	12353834	DEVELOPMENT CONTRACT	FILED	C28723
29/06/2015	12/08/2015	12353835	SCHEME DESCRIPTION	FILED	C28723

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6273/205
Status: CURRENT
Parent Title(s): CT 6215/665
Dealing(s) Creating Title: AP 13838106
Title Issued: 25/07/2022
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
07/11/2024	12/11/2024	14397632	MORTGAGE	REGISTERED	PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)
07/11/2024	12/11/2024	14397631	DISCHARGE OF MORTGAGE	REGISTERED	13854222
12/08/2022	17/08/2022	13854222	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)
12/08/2022	17/08/2022	13854221	TRANSFER	REGISTERED	KATHERINE DONNA SLACK, CHRISTOPHER ASHLEY SPENCER
12/08/2022	17/08/2022	13854220	DISCHARGE OF MORTGAGE	REGISTERED	13486535
19/03/2021	24/03/2021	13486535	MORTGAGE	REGISTERED	KADIA NOMINEES PTY. LTD. (ACN: 007 968 961), MARK FRANCIS IRWIN

Certificate of Title

Title Reference CT 6273/205
Status CURRENT
Easement NO
Owner Number 19377799
Address for Notices UNIT 2, 6 CALLEMONDAH RD DERNANCOURT, SA 5075
Area 80m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

KATHERINE DONNA SLACK
CHRISTOPHER ASHLEY SPENCER
OF UNIT 2 6 CALLEMONDAH ROAD DERNANCOURT SA 5075
AS JOINT TENANTS

Description of Land

LOT 36 PRIMARY COMMUNITY PLAN 28723
IN THE AREA NAMED ELIZABETH DOWNS
HUNDRED OF MUNNO PARA

Last Sale Details

Dealing Reference TRANSFER (T) 13854221
Dealing Date 12/08/2022
Sale Price \$232,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14397632	PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
3245286311	CURRENT	Unit 9, 5 CAMPBELL ROAD, ELIZABETH DOWNS, SA 5113

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
29/06/2015 11:48	12353833	BY-LAWS	FILED
29/06/2015 11:48	12353834	DEVELOPMENT CONTRACT	FILED
29/06/2015 11:48	12353835	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	3245286311
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2022
Property Location	Unit 9, 5 CAMPBELL ROAD, ELIZABETH DOWNS, SA 5113
Local Government	PLAYFORD
Owner Names	KATHERINE DONNA SLACK CHRISTOPHER ASHLEY SPENCER
Owner Number	19377799
Address for Notices	UNIT 2, 6 CALLEMONDAH RD DERNANCOURT, SA 5075
Zone / Subzone	LAC - Local Activity Centre
Water Available	Yes
Sewer Available	Yes
Land Use	1230 - Row House
Description	4H CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C28723 LOT 36	CT 6273/205

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$91,000	\$275,000			
Previous	\$79,000	\$230,000			

Building Details

Valuation Number	3245286311
Building Style	Terrace House
Year Built	2021
Building Condition	Good
Wall Construction	Rendered
Roof Construction	Colourbond
Equivalent Main Area	96 sqm
Number of Main Rooms	4

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



7 February 2025

SEARCH NO: 74851

Conveyancing Solutions SA Pty Ltd
Shop 3 20-24 Metro Parade
MAWSON LAKES SA 5095

ALLOTMENT / LOT 36 SEC 3177 CP 28723 HD OF MUNNO PARA,
PROPERTY ADDRESS: UNIT 9/ 5 CAMPBELL ROAD, ELIZABETH DOWNS SA 5113
TITLE: CT-6273/205
VALUATION NO: 3245286311
ASSESSMENT NO: 100230317
OWNER: MR C A SPENCER AND MS K D SLACK

In response to your enquiry, I supply the following information:

PARTICULARS OF COUNCIL RATES & OTHER LAWFUL CHARGES
Rates Declared 25 June 2024

Current rates	\$1,624.75	Quarter 1 due 02/09/24
Rebate/Remissions	\$0.00	
Current fines	\$8.10	
Arrears	\$0.00	Monthly fines to be applied on arrears
Legal Fees	\$0.00	
Property related debts	\$0.00	
Regional Landscape Levy	\$17.00	
Payments/Adjustment	\$-1,231.75	
Overpayments	\$0.00	
TOTAL OUTSTANDING	\$418.10	Please check the balance before settlement

*****When notifying the City of Playford regarding the change of ownership please include the mobile phone number and email address of new Ratepayers to enable future SMS and email contact*****

Please ensure your Vendor cancels any existing Direct Debit, Centrepay or Bpay payment deductions and Bpayview for this property.

City of Playford

Call — 08 8256 0333
playford@playford.sa.gov.au
playford.sa.gov.au

Post

12 Bishopstone Road
Davoren Park SA 5113

Visit

Playford Civic Centre
10 Playford Boulevard
Elizabeth SA 5112

Stretton Centre
307 Peachey Road
Munno Para SA 5115

Payment of rates balance at settlement can be made by:

EFT: City of Playford BSB 065 137 Account Number 1039 5805

Reference must include Rates Assessment number and Remittance details emailed to

Revenue@playford.sa.gov.au

Bpay: Biller Code: 303206 Biller reference: Refer Rates Assessment number

Credit Card: pay by credit card on our website www.playford.sa.gov.au

**OTHER MATTERS PURSUANT TO SECTION 187 (4) OF THE LOCAL GOVERNMENT ACT
CERTIFICATES ARE ONLY VALID AS AT THE DATE OF ISSUE.**

Legal action taken	NO
Notice issued under the Local Government Act 1999	YES RATES
Easement, Right of Way, Restricted covenant, Lien or caveat in which council has an interest	REFER TO TITLE

Please note: The above information is supplied for the purposes of Section 7 of the Land & Business
(Sale and Conveyancing) Act 1994 and relates only to matters in which council has an interest.

For Chief Executive Officer

Rates Administration Officer
Rates Officer

Planning, Development & Infrastructure Act 2016		
29.1	Planning and Design Code Zone / Subzone / Overlay	See Below
	Is the land situated in a State Heritage place	NO
	Is the land designated as a place of local heritage value	NO
	Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land	Unknown
	Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation	Yes See Below
29.2	Section 127 – Condition (that continues to apply) of a development authorisation under the Planning, Development and Infrastructure Act	NO
29.3 29.4 29.5 29.6 29.7 29.8 29.13 29.14	Planning, Development and Infrastructure Act Notices / Orders / Requirements	NO
29.9	Land Management Agreement (Section 192 or 193)	SEE CERTIFICATE OF TITLE
29.10 29.11	Requirement or Agreement to vest land in Council or Crown to be held as open space	NO
29.12	General rights of review and appeal (Part 16 Division 1 Proceedings).	NO
Development Act 1993		
5.1	Development Plan Zone / Policy Area	NA

	Is the land situated in a designated State Heritage Area	Development Act now repealed – refer to 29.1
	Is the land designated as a place of local heritage value	Development Act now repealed – refer to 29.1
	Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation	NO
	Subject to a Development Consent / Conditions (under the Development Act 1993) which continue to apply	YES SEE ATTACHED
	Is there a current Development Plan Amendment released for public consultation by the council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Development Act now repealed
	Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Development Act now repealed
5.2	Requirement or Agreement to vest land in Council or Crown to be held as open space	NO
5.3		
5.4	Development Act Notices / Orders / Requirements	NO
5.5		
5.6		
5.7		
5.8		
5.9		
5.10		
5.11		
5.12		
5.6	Land Management Agreement (Section 57)	SEE CERTIFICATE OF TITLE
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</i>	NO

	<i>Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)</i>	
	Notices	
	Development Act / Public & Environmental Health Act Notices	NO
Fire and Emergency Services Act 2005		
10.1	Fire & Emergency Services Act 2005 Notice (Section 105F)	NO
Public Health Act 2011		
32.3	Condition (that continues to apply) of an approval under the South Australian Public Health (Wastewater) Regulations 2013 or Public and Environmental Health (Waste Control) Regulations 2010 (revoked)	SEE BELOW IF APPLICABLE
Further Information Held by Council		
36.1	Does the council hold details of any development approvals relating to— (a) commercial or industrial activity at the land; or (b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993)?	NO
	Proclamations / Agreements	SEE CERTIFICATE OF TITLE

For Chief Executive Officer



Development Approvals

292/528/2013 – Two Storey Residential Flat Buildings - 56 Units

Date of Decision : 19/02/2014

Authority: Council

Continuing Condition (s)

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in the development application.
2. To achieve maximum pedestrian safety, convex mirrors or other suitable viewing devices shall be fitted to each access point to a public road. To the satisfaction of Council each mirror/device shall be adjusted to ensure that all vehicles entering the cross-over will have clear views of public footpaths.
3. Gates or fences shall be fitted between the shopping centre and the rear fence of the development to prevent public access to this area.
4. Bio-retention basins shall be detail designed and constructed according principles of Water Sensitive Urban Design (WSUD), based on the DBN Consulting Engineers stormwater reports.
5. Five (5) trees will be planted in accordance with the "2297. Fitzsimons Coleman Rd WD Tree Location" tree replacement plan dated 13 August 2013 by the next planting period (autumn/winter 2014), and shall thereafter be nurtured and maintained to the reasonable satisfaction of Council, with any diseased, dying or deceased plants being replaced in accordance with the plan.
6. As soon as practicable after removal of the regulated and significant tree stumps, the site shall be cleared and the area made safe.
7. Openable windows shall be included on the ground floor plan of each dwelling to Councils satisfaction.
REASON: To ensure energy efficiency through cross ventilation.

Carport enclosure

Carports shall not be enclosed without prior written consent from Council.

Human habitation

Garages shall not be used for human habitation without prior written consent from Council.

1. No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Decision Notification Form, you must not start any site works or building work or change of use of the land until you have received notification that Development Approval has been granted.
2. Appeal rights – General rights of review and appeal exist in relation to any assessment, request, direction or act of a relevant authority in relation to the determination of this application, including conditions.
3. This consent or approval will lapse at the expiration of 24 months from its operative date, subject to the below.
4. An approved development must be substantially commenced within 24 months of the date of Development Approval, and completed within 3 years from the operative date of the approval, unless this period has been extended by the relevant authority.

5. A decision of the Commission in respect of a development classified as restricted development in respect of which representations have been made under section 110 of the Act does not operate—
 - a. until the time within which any person who made any such representation may appeal against a decision to grant the development authorisation has expired; or
 - b. if an appeal is commenced—
 - i. until the appeal is dismissed, struck out or withdrawn; or
 - ii. until the questions raised by the appeal have been finally determined (other than any question as to costs).

Planning & Design Code Amendments

The Planning and Design Code must be read in conjunction with any amendments published in the online Planning and Design Code, on the SA Planning portal.

The following amendments are currently on consultation, under consideration or still to come into operation

[Code Amendments | PlanSA](#)

Development Plan Amendments (DPA)

The Playford Council Development Plan must be read in conjunction with any amendments published in the Government Gazette, but not yet consolidated in the plan.

The following amendments are currently on consultation, under consideration or still to be consolidated into the Playford Development Plan:

- NIL

Important Information

Please note: Where Section 34 of the Building Work Contractors Act 1995 requires that building indemnity insurance be taken out in respect of certain types of domestic building work commenced after 1st May 1987, intending purchasers of this property should contact the Council's Building Section for information on whether an insurance policy exists in respect of any building erected on this land.

Particulars Relating to Environment Protection - Further information held by councils

Note—

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

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

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

PLEASE TAKE NOTE: Various areas within the Council are at risk of flooding. The Council is not required by Section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* to provide information in relation to whether this property is within a flood risk area or the possible extent of any flood risk as part of this Statement. Nevertheless, the Council can inform you that it has received a report by the Department for Transport, Energy & Infrastructure containing new hydrological data for the Gawler River Flood Plain area which may result in the boundaries of the flood risk area being amended. Flood mapping and modelling has been undertaken using this new hydrological data. The Floodplain Mapping Report is available at the following website:

[Gawler River Floodplain Management Authority | Town of Gawler Council](#)

Swimming Pool Legislation

On 1st October 2008, new provisions for swimming pool safety took effect in South Australia. A new clause 71AA has been inserted under the Development Act 1993. The effect of the legislative changes is that all swimming pools approved, constructed or installed prior to 1st July 1993 must be upgraded to the current standard required by the Development Act 1993 on or before the date of transfer of the title of the land where the swimming pool is situated.

The onus is on the owner of the land to ensure the swimming pool safety features are upgraded prior to settlement being effected upon sale of the land.



Data Extract for Section 7 search purposes

VALUATION ID 3245286311

Data Extract Date: 10/02/2025

Parcel ID: C28723 FL36

Certificate Title: CT6273/205

Property Address: UNIT 9 5 CAMPBELL RD ELIZABETH DOWNS SA 5113

Zones

Local Activity Centre (LAC)

Subzones

No

Zoning overlays

Overlays

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

Defence Aviation Area (All structures over 45 metres)

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

Hazards (Flooding - General)

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.
<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

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

NO

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

10/02/25

CONVEYANCING SOLUTIONS SA
SHOP 3 / 20-24 METRO PARADE
MAWSON LAKES, SA, 5095

Dear Sir/Madam

RE: Community Corporation 28723 Inc.
3 CAMPBELL ROAD, ELIZABETH DOWNS
ABN: 95218051242
Lot: 00036 Address known as: U9 / 5 CAMPBELL ROAD, ELIZABETH DOWNS
OWNER: C A Spencer & K D Slack

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

Lot Entitlement Value:

The Lot Entitlement Value is 161 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$129.00 per half-year paid to 14/04/25. No GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$5.00 per quarter paid to 14/04/25. No GST is included within this contribution.

Arrears are as follows:

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

TOTAL ARREARS ARE: \$0.00 as at 10/02/2025. NEXT CONTRIBUTION IS DUE 15/04/25

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone IMMEDIATELY PRIOR TO SETTLEMENT.

Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Known Extraordinary Expenses

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

- ** Individual Lot water consumption paid by Lot owner **
- ** Common property water consumption paid by Lot owner **

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

Special Levies

No special levies payable.

Financial Status of the Community Title

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

The fund currently stands to the credit of:

Administrative Fund	\$1,835.50CR
Sinking Fund	\$1,164.70CR (for future projects)

Enclosures

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

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

Insurance Details

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

Records

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

Due to the COVID-19 pandemic we have adapted our office processes to keep our staff and clients safe while maintaining our professional standards and service levels. As a result of these modified processes we ask that you first contact us by email or telephone if you require an appointment to view those records.

Pets

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

Special Notes

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

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

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

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

Yours faithfully



Rob Penny
Body Corporate Manager
rob.penny@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 10/02/2025

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

to - info.adelaide@whittles.com.au

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

SETTLEMENT DATE: ___ / ___ / ___

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

Purchaser 1:

First Name

Surname

Purchaser 2:

First Name

Surname

BUSINESS NAME (If Applicable)

TELEPHONE NUMBERS :

MOBILE : _____

HOME: _____

WORK: _____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :

CORRESPONDENCE TO BE FORWARDED TO :

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

BROKER:

Conveyancing Solutions SA
SHOP 3 / 20-24 METRO PARADE, MAWSON LAKES

Community Corporation 28723 Inc.

3 CAMPBELL ROAD, ELIZABETH DOWNS

Lot: 00036 Address known as: U9 / 5 CAMPBELL ROAD, ELIZABETH DOWNS

OWNER: C A Spencer & K D Slack

Rob Penny

TAX INVOICE

10/02/2025

Whittles Management Services
ABN 31 493 603 726
PO Box 309
KENT TOWN SA 5071

Conveyancing Solutions SA
SHOP 3 / 20-24 METRO PARADE
MAWSON LAKES SA 5095

DESCRIPTION: Searching and completing document for provisions of
Section 139 of the Community Titles Act, 1996, Lot : 00036 at
3 CAMPBELL ROAD, ELIZABETH DOWNS

Community Corporation 28723 Inc.

FEE:	As prescribed	\$60.00	PAID
	Plus 10% GST	\$6.00	PAID

TOTAL DUE:	\$66.00	PAID
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OWNER: C A Spencer & K D Slack

With Compliments

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.28723 INC

3 Campbell Road ELIZABETH DOWNS SA 5113

1 December 2023 to 30 November 2024

Printed 18/12/24 10:07

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	18,816.00	25,150.00	(6,334.00)	10,893.00
Interest-Contributions arrears	65.35	0.00	65.35	10.70
TOTAL FUND INCOME	18,881.35	25,150.00	(6,268.65)	10,903.70
FUND EXPENDITURE				
Common property	44.00	1,000.00	956.00	2,708.75
Debt collection fees	176.00	0.00	(176.00)	264.00
Debt collection fees recovery	(178.00)	0.00	178.00	0.00
Electrical	0.00	500.00	500.00	0.00
Gates	830.20	1,500.00	669.80	0.00
Grounds	1,188.00	1,800.00	612.00	1,793.00
Insurance renewals	1,430.00	1,100.00	(330.00)	725.00
Keys & Fobs	85.00	0.00	(85.00)	0.00
Management - Additional services fee	132.00	0.00	(132.00)	88.00
Management - Agreed Services	5,940.00	10,494.00	4,554.00	5,267.00
Management - Asset Maintenance Services	486.00	486.00	0.00	216.00
Management - Disbursement Fees	2,826.64	2,774.20	(52.44)	1,698.92
Meter reading fee	0.00	600.00	600.00	0.00
Plumbing	0.00	0.00	0.00	242.00
Reports	13.30	0.00	(13.30)	0.00
Security gates	3,572.00	0.00	(3,572.00)	748.55
Utilities-Electricity	738.35	1,500.00	761.65	1,048.53
TOTAL FUND EXPENDITURE	17,283.49	21,754.20	4,470.71	14,799.75
FUND SURPLUS (DEFICIT)	1,597.86	3,395.80	(1,797.94)	(3,896.05)

Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.28723 INC
3 Campbell Road ELIZABETH DOWNS SA 5113
30 November 2024
Printed 18/12/24 10:07

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	(1,644.81)	2,251.24
Surplus/(Deficit) For Period	1,597.86	(3,896.05)
TOTAL FUNDS	(46.95)	(1,644.81)
ASSETS		
Cash at Bank (MBL)	151.07	1,436.98
TOTAL ASSETS	151.07	1,436.98
LIABILITIES		
Accrued Expenses	198.02	3,081.79
TOTAL LIABILITIES	198.02	3,081.79
NET ASSETS	(46.95)	(1,644.81)

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.28723 INC
3 Campbell Road ELIZABETH DOWNS SA 5113
1 December 2023 to 30 November 2024
Printed 18/12/24 10:07

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	679.00	970.00	(291.00)	343.00
TOTAL FUND INCOME	679.00	970.00	(291.00)	343.00
FUND EXPENDITURE				
Security gates	1,011.00	0.00	(1,011.00)	0.00
TOTAL FUND EXPENDITURE	1,011.00	0.00	(1,011.00)	0.00
FUND SURPLUS (DEFICIT)	(332.00)	970.00	(1,302.00)	343.00

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.28723 INC
3 Campbell Road ELIZABETH DOWNS SA 5113
30 November 2024
Printed 18/12/24 10:07

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	1,256.70	913.70
Surplus/(Deficit) For Period	(332.00)	343.00
TOTAL FUNDS	924.70	1,256.70
ASSETS		
Cash at Bank (MBL)	924.70	1,256.70
TOTAL ASSETS	924.70	1,256.70
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	924.70	1,256.70

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.28723 INC
3 Campbell Road ELIZABETH DOWNS SA 5113
30 November 2024
Printed 18/12/24 10:07

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	(388.11)	3,164.94
Surplus/(Deficit) For Period	1,265.86	(3,553.05)
TOTAL FUNDS	877.75	(388.11)
ASSETS		
Cash at Bank (MBL)	1,075.77	2,693.68
TOTAL ASSETS	1,075.77	2,693.68
LIABILITIES		
Accrued Expenses	198.02	3,081.79
TOTAL LIABILITIES	198.02	3,081.79
NET ASSETS	877.75	(388.11)

Notes to the Financial Statements
COMMUNITY CORP.28723 INC
3 Campbell Road ELIZABETH DOWNS SA 5113
30 November 2024
Printed 18/12/24 10:07

Investments

Nil

The following balances relate to amounts received or owing as at 30/11/2024

Receivables - Owner Arrears

Unit/Lot Details	Admin		Sinking		Total
	Contributions	Final notice fee	Contributions	Other	
00002	276.00		10.00		286.00
00003	144.00		5.00		149.00
00004	443.00	44.00	16.00	8.00	511.00
00006	141.00		5.00		146.00
00011	288.00		10.00		298.00
00013	288.00		10.00		298.00
00014	144.00		5.00		149.00
00022	142.00		5.00		147.00
00037	129.00		5.00		134.00
00041	129.00		5.00		134.00
00043	522.00	218.00	19.00	54.35	813.35
00052	129.00		5.00		134.00
00056	184.00		7.00		191.00
Totals	2,959.00	262.00	107.00	62.35	3,390.35

Debtors

Nil

Allocated Advance Payments

Nil

Outstanding Creditors

Creditor	Ref	Details	Account	Amount
SWIF00	061523	Debt file establishment fee	A32000	275.00
SAGA01	00019964	Reported Gate "Stuck Open".	A69000	330.00
ORIG01	A-10BA175A	Utilities-Electricity 23/02/24-29/04/24	A77001	89.70
Totals				694.70

Unallocated Advance Payments

Nil

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate: \$160.77

Summary of Significant Accounting Policies

COMMUNITY CORP.28723 INC
3 Campbell Road ELIZABETH DOWNS SA 5113
1 December 2023 to 30 November 2024
Printed 18/12/24 10:07

Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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



State and Community Title Services

8 March 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.28723 INC 3 Campbell Road, ELIZABETH DOWNS, SA, 5113.

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

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

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

Yours faithfully

Rob Penny
Body Corporate Manager

**Minutes of the Reconvened Annual General Meeting
COMMUNITY CORP.28723 INC.**

Meeting Date	29 February 2024		
Meeting Location	Via Teleconference Only		
Time	02:00 PM		Closed: 02:20 AM
Lots Represented	00010	Worksil Australia Limited	Owner present
	00014	M J Eylward	Owner Present
	00047	Mr J H & Mrs C Cameron	Electronic vote
	00048	Mr S Kei & Ms L T Loe	Electronic vote
Chairperson	Rob Penny		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

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

Motion 2				
Acceptance of Minutes	Ordinary Resolution			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act</i> 1996, the minutes of the Annual General Meeting held on 20 FEB 2023 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 3				
Acceptance of Statement of Accounts		Ordinary Resolution		
It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act</i> 1996 (amended), the unaudited Statement of Accounts for the financial year ending 30 NOV 2023, which have been circulated to all members, is accepted.				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 4				
Appointment of Manager		Ordinary Resolution		
<p>It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>:</p> <p>i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 DEC 2023 to 30 NOV 2024 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.</p> <p>The Services Agreement is available for viewing at whittles.com.au through your owner portal.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Election of Office Bearers and Committee
<p>In accordance with s76(1) & 90(1) of the <i>Community Titles Act 1996</i>, the meeting appointed the following Office Bearers and Committee Members.</p> <p><u>Limitations Imposed</u></p> <p>The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.</p> <p>Committee Meetings should be conducted in accordance with s91 to 99 of the <i>Community Titles Act 1996</i>.</p> <p>An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.</p>
Election of Presiding Officer
M J Eylward has been elected unopposed as Presiding Officer.

Election of Secretary

Worksil Australia Limited has been elected unopposed as Secretary.

Election of Treasurer

M J Eylward has been elected unopposed as Treasurer.

Election of Ordinary Member/s

No nominees were selected for Ordinary Member/s, this place remains to be filled.

Item 6

Accredited Contractors (Advice)

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

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

Item 7

Annual Compliance Register (Advice)

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

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

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

Motion 9				
Insurance Renewal		Ordinary Resolution		
<p>It was resolved that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$100,000 (Common Property ONLY) with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lot, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.</p> <p><u>Building Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for their lot as the Body Corporate's cover applies to common property only.</p> <p>The Body Corporate's Certificate of Currency is available for viewing at whittles.com.au through your owner portal.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Item 10		
General Business		
No general business was discussed at the meeting.		

Motion 11				
Administrative Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s81(5)(d) (iii) of the <i>Community Titles Act 1996</i>, the attached Administrative Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$4,500.00 for the financial year ending 30 NOV 2024.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 12				
Sinking Fund Budget		Ordinary Resolution		
<p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$175.00 for the financial year ending 30 NOV 2024.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Motion 13				
Insufficient Funds Special Levy Authority		Ordinary Resolution		
<p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$1,100.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p>				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

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

Motion 15				
Recovery of Overdue Contributions/Levies		Ordinary Resolution		
<p>It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.28723 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none">1. Owners are issued their contribution notice approximately 3 weeks before the due date.2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.				
Motion CARRIED.				
Votes	Yes: 3	No: 0	Abs: 0	Inv: 0

Item 16		
Next Meeting & Closure		
The next Annual General Meeting will be held on a date and time to be advised.		

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

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

*** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

BUDGET

COMMUNITY CORP.28723 INC
3 CAMPBELL ROAD, ELIZABETH DOWNS

Year ending November 2024

ADMINISTRATION FUND

	Dec-Feb 24	Mar-May 24	Jun-Aug 24	Sept-Nov 24	Annual Total
INCOME					
Contributions	3,450.00	4,500.00	4,500.00	4,500.00	\$16,950.00
Arrears	1,716.20	0.00	0.00	0.00	\$1,716.20
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	5,166.20	4,500.00	4,500.00	4,500.00	\$18,666.20
EXPENDITURE					
Common property	250.00	250.00	250.00	250.00	\$1,000.00
Electrical	125.00	125.00	125.00	125.00	\$500.00
Gates - Repairs	375.00	375.00	375.00	375.00	\$1,500.00
Grounds - Maintenance	450.00	450.00	450.00	450.00	\$1,800.00
Insurance - Renewal	0.00	0.00	0.00	1,100.00	\$1,100.00
Management - Agreed Services	1,485.00	1,485.00	1,485.00	1,485.00	\$5,940.00
Management - Asset Maintenance Services	121.50	121.50	121.50	121.50	\$486.00
Management - Disbursement Fees	460.35	460.35	460.35	460.35	\$1,841.40
Meter reading fee	150.00	150.00	150.00	150.00	\$600.00
Technology and System Fees	118.80	118.80	118.80	118.80	\$475.20
Utilities - Electricity	375.00	375.00	375.00	375.00	\$1,500.00
Total	3,910.65	3,910.65	3,910.65	5,010.65	\$16,742.60

SINKING FUND

	Dec-Feb 24	Mar-May 24	Jun-Aug 24	Sept-Nov 24	Annual Total
INCOME					
Contributions	100.00	175.00	175.00	175.00	\$625.00
Arrears	49.00	0.00	0.00	0.00	\$49.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	149.00	175.00	175.00	175.00	\$674.00

CASH FLOW SUMMARY

	Dec-Feb 24	Mar-May 24	Jun-Aug 24	Sept-Nov 24	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	-1,644.81	-389.26	200.09	789.44	<i>\$-1,644.81</i>
Add: Contributions	3,450.00	4,500.00	4,500.00	4,500.00	<i>\$16,950.00</i>
Add: Arrears	1,716.20	0.00	0.00	0.00	<i>\$1,716.20</i>
Minus: Advances	0.00	0.00	0.00	0.00	<i>\$0.00</i>
Minus: Expenditures	3,910.65	3,910.65	3,910.65	5,010.65	<i>\$16,742.60</i>
CLOSING BALANCE	-389.26	200.09	789.44	278.79	<i>\$278.79</i>
<u>SINKING FUND</u>					
Opening Balance	1,256.70	1,405.70	1,580.70	1,755.70	<i>\$1,256.70</i>
Add: Contributions	100.00	175.00	175.00	175.00	<i>\$625.00</i>
Add: Arrears	49.00	0.00	0.00	0.00	<i>\$49.00</i>
Minus: Advances	0.00	0.00	0.00	0.00	<i>\$0.00</i>
Minus: Expenditures	0.00	0.00	0.00	0.00	<i>\$0.00</i>
CLOSING BALANCE	1,405.70	1,580.70	1,755.70	1,930.70	<i>\$1,930.70</i>

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 5233
Number of Lots 30

	— Effective from 15/03/24 —	— Effective from 15/03/24 —
Lot Number	LEV ADMIN Fund	LEV SINKING Fund
35, 36, 37, 39, 40, 41, 42, 43, 46, 47, 48, 49, 50, 51, 52	161 \$138	161 \$5
34	163 \$140	163 \$5
6, 38	176 \$151	176 \$6
9, 10	178 \$153	178 \$6
4, 5, 13, 14	180 \$155	180 \$6
55	182 \$157	182 \$6
54	194 \$167	194 \$6
44, 45, 53	207 \$178	207 \$7
56	230 \$198	230 \$8
QUARTERLY TOTAL	<u>\$4,494.00</u>	<u>\$169.00</u>



State and Community Title Services

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.28723 INC 3 CAMPBELL ROAD, ELIZABETH DOWNS, SA, 5113

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

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

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

Yours faithfully

Rob Penny
Body Corporate Manager

Minutes of the Annual Reconvened General Meeting Community Corporation 28723 Inc.

Meeting Date	20 February 2023	
Meeting Location	Via Teleconference	
Time	05:45 PM	Closed: 06:00 PM
Lots Represented	<div>00036 C A Spencer & K D Electronic vote</div> <div>Slack</div> <div>00040 C A Spencer & K D Electronic vote</div> <div>Slack</div> <div>00041 D Shumbusha and S V Electronic vote</div> <div>Cizere</div> <div>00047 Mr J H & Mrs C Electronic vote</div> <div>Cameron</div>	
Chairperson	Rob Penny, Whittles Body Corporate Manager.	

Item 1		
Declaration of Interest		
All owners or their nominees, were reminded that they were required to advise the meeting if they had any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the last Extraordinary General Meeting held on 18 MAY 2022 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3		
Acceptance of Statement of Accounts	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the unaudited Statement of Accounts for the financial year ending 30 NOV 2022, which have been circulated to all members, were accepted.		
Motion CARRIED.		

Motion 4		
Appointment of Manager	Ordinary Resolution	
<p>It was resolved that the Body Corporate decide under s76(9) of the <i>Community Titles Act 1996</i> to:</p> <ul style="list-style-type: none"> i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 DEC 2022 to 30 NOV 2023 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. <p>The Services Agreement is available for viewing at whittles.com.au through your owner portal.</p>		
Motion CARRIED.		

Election of Office Bearers and Committee
<p>It was resolved in accordance with s76(1) & 90(1) of the <i>Community Titles Act 1996</i>, the meeting appointed the following Office Bearers;</p> <p><u>Limitations Imposed</u></p> <p>The Body Corporate Manager advised that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.</p> <p>Committee Meetings should be conducted in accordance with s91 to 99 of the <i>Community Titles Act 1996</i>.</p> <p>An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.</p>
Election of Presiding Officer
<p>Mrs D Davenport-Handley has been elected unopposed as Presiding Officer.</p>

Election of Secretary
<p>Mrs D Davenport-Handley has been elected unopposed as Secretary.</p>

Election of Treasurer
<p>Mrs D Davenport-Handley has been elected unopposed as Treasurer.</p>

Election of Ordinary Member
<p>No nominees were selected for Ordinary Member, this place remains to be filled.</p>

Item 6		
Accredited Contractors (Advice)		
<p>To ensure compliance with work health and safety requirements to protect both contractors and Body Corporate's, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.</p> <p>The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.</p>		

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

Item 8		
Current Insurance Details (Advice)		
<p>A copy of the Body Corporate's current certificate of currency was included with the meeting notice and is also available for viewing at whittles.com.au through your owner portal.</p>		

Motion 9		
Insurance Renewal	Ordinary Resolution	
<p>It was resolved that the Body Corporate Manager is to arrange quotes and renewal of the Body Corporate's insurance for a sum insured of \$100,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p>		

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance

The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for contents of their lot, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Building Insurance

The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for their lot as the Body Corporate's cover applies to common property only.

The Body Corporate's Certificate of Currency is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.

Item 10

General Business

Insurer of Buildings

Discussion as to the viability of Corporation changing By-Laws to allow the Corporation to Insurer Building under the one Policy.

Notes

No Lot Owners attended in Person.

Motion 11

Administrative Fund Budget

Ordinary Resolution

It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget was approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with proposed quarterly contributions for the Corporation of \$3,450.00 for the financial year ending 30 NOV 2023.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.

Contributions will be raised in accordance with Lot Entitlement Values.

Motion CARRIED.

Motion 12		
Sinking Fund Budget	Ordinary Resolution	
<p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are the same as the previous budget with proposed quarterly contributions for the Corporation of \$100.00 for the financial year ending 30 NOV 2023.</p> <p>This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners at the Annual General Meeting.</p> <p>Contributions will be raised in accordance with Lot Entitlement Values.</p>		
Motion CARRIED.		

Motion 13		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
<p>The Body Corporate resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$850.00.</p> <p>If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.</p>		
Motion CARRIED.		

Motion 14		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
<p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Presiding Officer is authorised to waive penalty interest charges in extenuating circumstances at its discretion.</p>		
Motion CARRIED.		

Motion 15		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.28723 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.</p> <p>Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.</p> <p>Fees charged by third party providers will be recovered from the debtor at cost per invoice.</p> <p>Owners are advised of the following debt recovery process:</p> <ol style="list-style-type: none">1. Owners are issued their contribution notice approximately 3 weeks before the due date.2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		

Item 16		
Next Meeting & Closure		
<p>The next Annual General Meeting will be held on a date and time to be advised.</p> <p>Meeting closed at 6.00 p.m.</p>		

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

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

*** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

BUDGET

COMMUNITY CORP.28723 INC
3 CAMPBELL ROAD, ELIZABETH DOWNS

Year ending November 2023

ADMINISTRATION FUND

	Dec-Feb 23	Mar-May 23	Jun-Aug 23	Sept-Nov 23	Annual Total
INCOME					
Contributions	2,200.00	2,200.00	3,450.00	3,450.00	\$11,300.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	2,200.00	2,200.00	3,450.00	3,450.00	\$11,300.00
EXPENDITURE					
Common property	175.00	175.00	175.00	175.00	\$700.00
Electrical	125.00	125.00	125.00	125.00	\$500.00
Gates - Repairs	375.00	375.00	375.00	375.00	\$1,500.00
Grounds - Maintenance	450.00	450.00	450.00	450.00	\$1,800.00
Insurance - Renewal	0.00	0.00	0.00	850.00	\$850.00
Management - Agreed services	1,316.75	1,316.75	1,316.75	1,316.75	\$5,267.00
Management - Asset maintenance services	54.00	54.00	54.00	54.00	\$216.00
Management - Disbursement fees & service	391.00	391.00	391.00	391.00	\$1,564.00
Meter reading fee	150.00	150.00	150.00	150.00	\$600.00
Utilities - Electricity	175.00	175.00	175.00	175.00	\$700.00
Total	3,211.75	3,211.75	3,211.75	4,061.75	\$13,697.00

SINKING FUND

	Dec-Feb 23	Mar-May 23	Jun-Aug 23	Sept-Nov 23	Annual Total
INCOME					
Contributions	100.00	100.00	100.00	100.00	\$400.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	100.00	100.00	100.00	100.00	\$400.00

CASH FLOW SUMMARY

	Dec-Feb 23	Mar-May 23	Jun-Aug 23	Sept-Nov 23	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	2,251.24	1,239.49	227.74	465.99	\$2,251.24
Add: Contributions	2,200.00	2,200.00	3,450.00	3,450.00	\$11,300.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	3,211.75	3,211.75	3,211.75	4,061.75	\$13,697.00
CLOSING BALANCE	1,239.49	227.74	465.99	-145.76	\$-145.76
<u>SINKING FUND</u>					
Opening Balance	913.70	1,013.70	1,113.70	1,213.70	\$913.70
Add: Contributions	100.00	100.00	100.00	100.00	\$400.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	1,013.70	1,113.70	1,213.70	1,313.70	\$1,313.70

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 3966
 Number of Lots 23

Lot Number	— Effective from 15/06/23 —		— Effective from 15/06/23 —	
	LEV	ADMIN Fund	LEV	SINKING Fund
34	163	\$142	163	\$4
35	161	\$140	161	\$4
36	161	\$140	161	\$4
37	161	\$140	161	\$4
38	161	\$140	161	\$4
39	161	\$140	161	\$4
40	161	\$140	161	\$4
41	161	\$140	161	\$4
42	161	\$140	161	\$4
43	161	\$140	161	\$4
44	207	\$180	207	\$5
45	207	\$180	207	\$5
46	161	\$140	161	\$4
47	161	\$140	161	\$4
48	161	\$140	161	\$4
49	161	\$140	161	\$4
50	161	\$140	161	\$4
51	161	\$140	161	\$4
52	161	\$140	161	\$4
53	207	\$180	207	\$5
54	194	\$169	194	\$5
55	182	\$158	182	\$5
56	230	\$200	230	\$6
QUARTERLY TOTAL		<u>\$3,449.00</u>		<u>\$99.00</u>



State and Community Title Services

5 April 2024

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Reconvened Extraordinary General Meeting for COMMUNITY CORP.28723 INC 3 Campbell Road, ELIZABETH DOWNS, SA, 5113.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Rob Penny
Body Corporate Manager

Minutes of the Reconvened Extraordinary General Meeting COMMUNITY CORP.28723 INC

Meeting Date	3 April 2024		
Meeting Location	Via Teams		
Time	05:00 PM	Closed: 05:30 PM	
Lots Represented	00005	M A Langford	Electronic vote
	00010	Worksil Australia Limited	Owner present
	00047	Mr J H & Mrs C Cameron	Electronic vote
	00048	Mr S Kei & Ms L T Loe	Electronic vote
Chairperson	Rob Penny		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1

Declaration of Interest

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

Motion 2

Acceptance of Minutes

Ordinary Resolution

It was resolved that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Reconvened Annual General Meeting held on 29 FEB 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.

Votes

Yes: 4

No: 0

Abs: 0

Inv: 0

Motion 3				
Installation of Solar Panels		Special Resolution		
<p>Blanket approval.</p> <p>1. The cost of the Solar Panel Installation should be borne entirely by the Applicant / Unit Holder.</p> <p>2. The Applicant/ Unit Holder shall ensure the structural adequacy of the roof and Building structure and shall reinforce the roof if required at their cost.</p> <p>3. The Applicant/ Unit Holder shall obtain all required approvals.</p> <p>4. From the date of the installation of the Solar Panels the Applicant/ Unit Holder shall take responsibility for all roof and gutter repairs and maintenance whether or not directly attributed to the Solar Panels.</p> <p>5. The underside of the Solar Panels is a common place for Pigeons and other birds/wildlife to nest and for leaves and debris to collect. Hence over time damage may result. The Applicant/ Unit Holder shall solely take responsibility if this occurs.</p>				
Motion CARRIED.				
Votes	Yes: 4	No: 0	Abs: 0	Inv: 0

Motion 4				
Installation of Pergola		Special Resolution		
Lot 14 seeks approval from the corporation to erect pergola in rear yard. Dimensions are 4x3 meters. Colours to match existing fencing.				
Motion CARRIED.				
Votes	Yes: 4	No: 0	Abs: 0	Inv: 0

Item 5		
Meeting Closure		

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

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

*** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolution
Stage 1	
07/12/15	Inaugural General Meeting held by Adelaide Strata at 18 Fullarton Rd, Norwood.
24/07/17	Takeover by Whittles
08/02/19	No resolutions were recorded
03/02/20	No resolutions were recorded
16/02/2021	No resolutions were recorded
18/05/2022 EGM	<u>Amendment to Scheme Description (Unanimous Resolution)</u> That the Corporation approves the Amendment to the Scheme Description as per all correspondence previously attached and forwarded by Registered Conveyancer/Surveyor Gavin Pinksterboer. Meeting to be held by way of Teleconference or voting by proxy as attached. MOTION CARRIED
20.02.2023 (REC AGM)	No Resolutions Recorded
29/02/2024 (REC AGM)	No Resolutions Recorded
03/04/24 EGM	Installation of Solar Panels (Special Resolution) Blanket approval. 1. The cost of the Solar Panel Installation should be borne entirely by the Applicant / Unit Holder. 2. The Applicant/ Unit Holder shall ensure the structural adequacy of the roof and Building structure and shall reinforce the roof if required at their cost. 3. The Applicant/ Unit Holder shall obtain all required approvals. 4. From the date of the installation of the Solar Panels the Applicant/ Unit Holder shall take responsibility for all roof and gutter repairs and maintenance whether or not directly attributed to the Solar Panels. 5. The underside of the Solar Panels is a common place for Pigeons and other birds/wildlife to nest and for leaves and debris to collect. Hence over time damage may result. The Applicant/ Unit Holder shall solely take responsibility if this occurs.

Installation of Pergola (Special Resolution)

Lot 14 seeks approval from the corporation to erect pergola in rear yard.
Dimensions are 4x3 meters. Colours to match existing fencing.

Orig. **LF 12353833**



11:48 29-Jun-2015
2 of 4

LF
Series No.
2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

*PINKSTERBOER &
ASSOCIATES*

PINK

Correction to:

PINK

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 <i>144</i>
REGISTERED <i>10/8/2015</i>	
<i>Mark McNeil</i> PRO REGISTRAR-GENERAL	



BY - LAWS

COMMUNITY PLAN NO. C 28723

ADDRESS:

26-34 Hamblynn Road Elizabeth Downs SA 5113
(Allotment 100 in DP95001)

DEVELOPER:

HPG PROJECTS PTY LTD

A.C.N: 129 334 498

PO Box 841 Prospect East SA 5082

CERTIFICATE

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

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



Gavin Scott Pinksterboer

Registered Conveyancer

141 Henley Beach Road Mile End SA 5031

COMMUNITY SCHEME BY-LAWS

PLAN NO. CP28723

1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No. 28723 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Develop" means:
 - 1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and
 - 1.1.6.2. "Development" has a like meaning;
- 1.1.7. "Lot" means a community Lot being part of the Community Scheme;
- 1.1.8. "Lot Owner" means the owner of a Lot;
- 1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;

- 1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- 1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owner Contributions
 - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).

2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.

2.1.4.3. The Corporation may, by ordinary resolution-

2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and

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

2.2. Use and enjoyment of the Common Property

2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.

2.2.2. Lot Owners, Occupiers, and Invitees must not:

2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;

2.2.2.2. without the prior approval in writing of the Corporation mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;

2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;

2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;

2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;

2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;

2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;

2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;

2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;

2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;

2.2.2.11. sing, busk or play a musical instrument on Common Property;

2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;

- 2.2.2.13. preach to or harangue other people;
- 2.2.2.14. obstruct any footpath, road or walkway;
- 2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.16. be inadequately clothed when on Common Property;
- 2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.

2.2.3. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

2.2.4. The Corporation may:

2.2.4.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and

2.2.4.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.2.5. No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or around the common property.

2.3. Use and Enjoyment of Community Lots

A Lot Owner, Occupier or Invitee must:

- 2.3.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;
- 2.3.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
- 2.3.3. use the Lot in accordance with the Development Act 1993;
- 2.3.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
- 2.3.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;
- 2.3.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
- 2.3.7. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store

- on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
- 2.3.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):
- 2.3.8.1. change the use or character of a Lot; or
- 2.3.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
- 2.3.8.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
- 2.3.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
- 2.3.10.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
- 2.3.10.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
- 2.3.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
- 2.3.11.2. repainting as necessary;
- 2.3.11.3. replacing or repairing damaged or decaying materials; and
- 2.3.11.4. replacing or repairing broken or cracked windows and doors;
- 2.3.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
- 2.3.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.13. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;
- 2.3.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.15. comply with all statutory requirements in relation to the disposal of garbage; and
- 2.3.16. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

- 3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;
- 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
- 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

4.1. A person must not without the prior approval of the Corporation:

- 4.1.1. make any structural changes or additions on or to a Lot; or
- 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

- 4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.
- 4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.
- 4.4. A Lot Owner must maintain its Lot:
 - 4.4.1. in accordance with the Development Plan of the local Council;
 - 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
 - 4.4.3. in accordance with the Development Act 1993; and
 - 4.4.4. not in breach of these By-Laws.

- 4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.
- 5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.
- 5.7. Clauses 5.1, 5.2, 5.3 and 5.4 shall not apply to Occupiers, Proprietors or other persons lawfully upon the Common Property or the Lots, who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

6. Use of Roadways and Common Area Parking

- 6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 10.6.
- 6.2. No Lot Owner, Occupier or Invitee may:
- 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;

6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);

6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or

6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and

7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

8.1. The Corporation will effect and maintain insurances as required by the Act.

8.2. A Lot Owner, Occupier or Invitee will be required at all times throughout their ownership of the Lot, to take out and maintain insurance for their respective rights and interests (and to produce the policies for inspection by the Corporation in accordance with Clause 8.4 as and when required) in the building and contents of the relevant Lot which includes but is not limited to any furniture fittings, equipment and goods on and in the Lot AND such insurance policy will provide for the full insurable value of any furniture fittings, equipment and goods, and will insure against loss or damage by fire theft lightning explosion tempest riot impact of vehicles earthquake damage by aircraft or articles dropped therefrom water damage flood and rainwater damage and such other risks as the Corporation may specify from time to time and in the event of any claim apply the proceeds of such policy towards reinstatement.

8.3. Each Lot Owner, Occupier or Invitee will also be required to take out and maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover amount as the Corporation may determine from time to time) AND such policy shall indemnify the Corporation against any action suit claim or demand of any kind arising from the use by the Lot Owner, Occupier or Invitee of their respective Lots.

8.4. The Corporation may at any time require evidence be provided by each Lot Owner, Occupier or Invitee of these insurances.

8.5. No Lot Owner, Occupier or Invitee will do anything to:

8.5.1. void any insurance; or

8.5.2. increase the premium payable for any insurance, however in the event that a Lot Owner or Occupier ;

maintained by the Corporation.

9. Community Corporation To Supply Water

9.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.

9.2. The potable metered water connection will be connected to private water reticulation systems installed within the Common Property and will provide water supply to each Community Lot.

9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.

9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.

9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.

9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the lot owners.

9.7 Supply contracts will be put in place between the community corporation and the lot owners/occupiers.

10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Offences

10.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.

10.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

11. Rules

The management committee of the Corporation has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

12. Recovery of Amounts Due

12.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.

12.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.

12.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.

12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.

- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.
- 12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

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

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

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Orig. **LF 12353835**



11:48 28-Jun-2015
4 of 4

LF
Series No.
4

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**

278
BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: } PINKSTERBOER. &
 } ASSOCIATES
Correction to:

PINK
PINK

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

MARK MC. C28723

CORRECTION 13/7/15	PASSED 13/7
REGISTERED 10/8/2015	
Mark McNeil PRO REGISTRAR-GENERAL	



SCHEME DESCRIPTION

COMMUNITY PLAN No.28723

26-34 HAMBLYNN ROAD
ELIZABETH DOWNS SA 5113

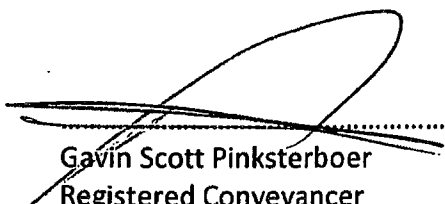
Developer
HPG Projects Pty Ltd
PO Box 841
Prospect East SA 5082

Form 10

Sections 30(1)(ia),31(3)(ab),34(2)(e),39(5a),47(2)(ka),50(7)(a)

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

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



Gavin Scott Pinksterboer
Registered Conveyancer
141 Henley Beach Road Mile End SA 5031

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1. Identification of Community Parcel, Lots and Common Property
2. Purposes for which the Lots and Common Property may be used
3. Standard of Buildings and other improvements
4. Improvements of the Common Property
5. Conditions of Development Imposed pursuant to the Development Act 1993
6. Other Important Features of the Scheme
7. Staging of the Development
8. Council Endorsement
9. Execution by the Developer

1. Identification of the Community Parcel, Lots and Common Property

- 1.1 The community Parcel to be divided is the land comprised in Certificate of Title Volume 6107 Folio 421 situated at 26-34 Hamblynn Road, Elizabeth Downs.
- 1.2 The original owner of the land (for the purposes of section 11 of the *Community Titles Act 1996*) is Ayles Construction Pty Ltd.
- 1.3 Ayles Constructions Pty Ltd has transferred its interest in the land and all approvals to HPG Projects Pty Ltd hereinafter referred to as the 'developer'
- 1.4 The Community Plan is a primary plan to divide the community parcel into fifty six (56) community lots and common property in accordance with the plan of community division filed with this Scheme Description.

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

- 2.1 Lots 1-56 both inclusive shall be used exclusively for residential purposes.
- 2.2 The common property shall be used as a driveway, landscaped areas, letterboxes and service infrastructure in accordance with Development Approval 292/C064/13 & 292/528/2013.

3. Standard of Buildings and other improvements

- 3.1 The development of the community lots and common property will be undertaken in accordance with the development approval no 292/C064/13 and 292/528/2013 subject to such amendments as may be agreed by the relevant planning authority.
- 3.2 The standard of building work to be performed and the materials to be used in the construction of the approved development of the community parcel will be a minimum average standard required by Council or such higher standard as the developer in its absolute discretion may determine. Such work will be undertaken prior to the expiry of the development approval or granted extensions thereof.
- 3.3 Any additional buildings or improvements or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on the Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

4. Improvements of the Common Property

The Developer is to surface the driveways with bitumen, install the service infrastructure, lighting on common property, landscaping and letterboxes.

5. Conditions of Development Imposed pursuant to the Development Act 1993

The division of the community parcel and the erection of buildings are subject to conditions imposed by the City of Playford pursuant to development approvals numbered 292/528/2013 (development) and 292/C064/12 (land division)

These conditions are annexed.

6. Other Important Features of the Scheme

- 6.1 The community parcel is to be fully fenced with an electronic gated entrance in accordance with Development Approval 292/528/2013.
- 6.2 The common property is to be well lit by the installation of suitable public lighting in accordance with Development Approval 292/528/2013.
- 6.3 This scheme description does not require the developer to construct any improvements on the community lots except where required in accordance with Development Approval 292/C064/13.

7. Staging of the Development

- 7.1 The developer will complete the development of the Community Lots and Common property in two stages;
- 7.2 Stage 1 will create Community Lots 45 to 56 inclusive and common property adjacent to these Lots as shown in the staging plan attached.
- 7.3 Stage 1 including the construction of the respective common property will be completed before 31 October 2015 and prior to the occupation of a dwelling house on any of the respective lots and;
- 7.4 Stage 2 will create Community Lots 1 to 44 inclusive and the remainder of the common property in the community scheme as shown in the staging plan attached.
- 2 7.5 Stage 2 including the construction of all the common property in the scheme will be completed before 31 October 2018 and prior to the occupation of any dwelling house on any of the respective lots.

5/13

Terms of Instrument Not
Checked by Lands Titles Office

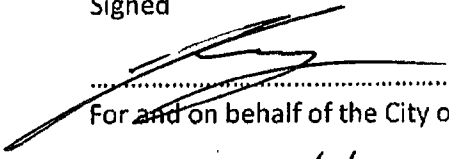
Scheme Description
Development No 292/C064/13

- 7.6 The developer will enter into a development contract to complete its obligations in accordance with the development approval 292/C064/12 and this scheme description.
- 7.7 The developer will create the titles in two stages by amending the primary community plan.

8. Endorsement of the City of Playford

- 8.1 All consents and approvals required under the *Development Act 1993* in relation to the division of land in accordance with his Scheme Description and the relevant plan of community division under the *Community Titles Act 1996* have been granted for the community title division of the Community Parcel into 56 community lots and common property.
- 8.2 However, this endorsement does not limit the right of a relevant authority under *Development Act 1993* to refuse, or place conditions on, development approvals under that Act in relation to other development envisaged by the Scheme or other authorisations still required.
- 8.3 In this regard you are reminded that development plan consent, building rules consent and development approval is still required for improvements and the use of each community lot and other forms of development (as defined in the *Development Act 1993*) that have not to date received all required authorisations. Similarly, other forms of development (as defined in the *Development Act 1993*) that have not been referred to in this Scheme Description will require an application to be lodged with the relevant authority for the necessary authorisations.

Signed


.....
For and on behalf of the City of Playford

Dated :- 17/6/15

Terms of Instrument Not
Checked by Lands Titles Office

6/13

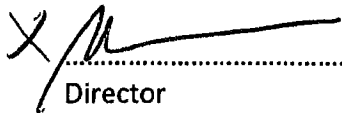
Scheme Description
Development No 292/C064/13

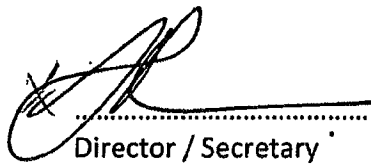
9. Execution by the Developer

Executed by the Developer this ^{29th} Day of June.....2015

HPG PROJECTS PTY LTD
A.C.N. 129 334 498

By the authority of


.....
Director


.....
Director / Secretary

Enquiries: Mr J Leverington
Telephone: 8256 0359
Facsimile: 8256 0374
E-mail: JLeverington@playford.sa.gov.au

DECISION NOTIFICATION FORM

Development No: 292/C-64/2013

Weber Frankiw & Assoc Pty Ltd
The Centre
178 Main Road
MCLAREN VALE SA 5171

OWNER: Ayles Construction Pty Ltd
LOCATION OF PROPOSED DEVELOPMENT:

26 Hamblynn Road, ELIZABETH DOWNS SA 5113
Lot 2 Sec 3152 DP 14661 Hd of Munno Para
CT-6072/662

Nature of Proposed Development: Community Division (1 Into 56).
From: THE CITY OF PLAYFORD

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable
Development Plan Consent	✓	12		
Land Division	✓			
Land Division (Strata)				✓
Building Rules Consent				✓
Public Space				✓
Other				✓
Development Approval	✓	12		

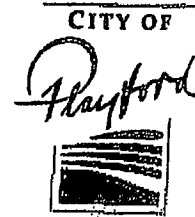
If there were third party representations, any consent / approval with conditions does not operate until the period specified in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are on the attached sheet.

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

Signed: _____

Council Chief Executive Officer or delegate

Date of Decision: 27 March 2014
Date: 27 March 2014



City of Playford
Civic Centre
10 Playford Boulevard
ELIZABETH
Mailing Address :
12 Bishopstone Road
DAVOREN PARK SA 5113

DEVELOPMENT APPLICATION NO 292/C-64/2013

Development Plan Consent Conditions of Approval

Council Conditions:

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in the development application.
2. Driveways shall conform to AS2890 including opposite road junctions.
3. All crossovers/driveways shall be a minimum of 1m away from all street infrastructure including street trees.
4. Any costs associated with service relocations/tree removals, etc. shall be borne by the developer and approval of which is at Council's discretion.
5. The driveway gates shall be recessed into property to ensure vehicles do not encroach into the carriageway.
6. The developer shall provide a street tree every 5.0m along the length of development adjacent the public realm or a negotiated bond amount for this work.

Development Assessment Commission conditions:

7. The financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water H0009853). The developer must inform potential purchasers of the community lots in regards to the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.
SA Water also advise that for further processing of this application by SA Water, to establish the full requirements and costs of this development, the developer will need to advise SA of their preferred servicing option. Information of our servicing options can be found at:
<http://www.sawater.com.au/SAWater/DevelopersBuilders/ServicesForDevelopers/Customer+Connections+Centre.htm>.
For further information or queries please contact SA Water Land Developments on 7424 1119.
8. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

EPA conditions:

9. The detailed design of the stormwater management system (including the bio retention basins and re-use) must be established in accordance with the treatment train proposed in the Ayles Constructions Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013 and must:
 - a. Ensure runoff is maintained at pre-development levels
 - b. Ensure groundwater resources are not impacted
 - c. Mitigate flood risk
 - d. Meet the following quality targets :

Suspended solids (SS)	80% retention of the typical urban annual load with no treatments
Total Phosphorus (TP)	45% retention of the typical urban annual load with no treatment
Total Nitrogen (TN)	45% retention of the typical urban annual load with no treatment.

10. The detailed design of the stormwater management system must incorporate the outcomes as those modelled in the concept design outlined in Ayles Constructions, Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013.
11. Maintenance for the components of the stormwater system must occur as per the description outlined in Ayles Constructions, Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013.
12. A Soil Erosion and Drainage Management Plan (SEDMP) must be prepared and implemented in accordance with the Code of Practice for the building and construction industry to prevent soil and pollutants leaving the site or entering watercourses during development of the site and construction of dwellings. This plan should include measures proposed in Ayles Constructions, Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013 being:
 - a. The installation of a shaker pad or temporary wheel wash at the entrance/exit to the development site
 - b. Avoiding unnecessary cut and fill and unnecessary clearing of vegetation
 - c. Protecting exposed soil through temporary vegetation or jute matting, silt fences, and fencing and containing of stockpiles.

Should there be Council conditions, the applicant must seek clearance from Council.

LAPSE OF APPROVAL

The Development Approval is valid for a period of 12 months from the Date of Decision (or date any Appeal is determined). It will LAPSE and become void if the development is not substantially commenced before that time. Further, it should be completed within three (3) years from the Date of Decision or action may be taken by Council, at the owners cost, to either remove or complete the development.

APPEALS

If you are aggrieved by the decision or any condition imposed you may appeal to the Environment Resources and Development Court within two months of receipt of the Decision Notification for the Consent.

10/13

CITY OF

Enquiries: Mr J Hanlon
Telephone: 8256 0327
Facsimile: 8256 0374
E-mail: jhanlon@playford.sa.gov.au



City of Playford
Civic Centre
10 Playford Boulevard
ELIZABETH
Mailing Address :
12 Bishopstone Road
DAVOREN PARK SA 5113

PLANNING CONSENT NOTIFICATION

Development No: 292/528/2013

**Ayles Construction Pty Ltd
69 Warri Parri Drive
FLAGSTAFF HILL SA 5159**

OWNER: Ayles Construction Pty Ltd

LOCATION OF PROPOSED DEVELOPMENT:

26 Hamblynn Road, ELIZABETH DOWNS SA 5113
Lot 2 Sec 3152 DP 14661 Hd of Munno Para
CT-6072/662

Nature of Proposed Development: Two Storey Residential Flat Buildings - 56 Units

From: THE CITY OF PLAYFORD

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Development Plan Consent	YES	7
Enduring Land Consent	REQUIRED	
** Development Approval	REQUIRED	

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

****This is NOT full Development Approval**

No work can commence on this development unless a development approval has been issued by Council. If one or more consents have been granted on this notification form, you must not start any site works or building work or change the use of the land until you have also received notification of a development approval.

Signed:

☒ Council Chief Executive Officer or delegate

Date of Decision: 21-Oct-2013
Date: 31-Oct-2013

DEVELOPMENT APPLICATION NO. 292/528/2013

Development Plan Consent Conditions of Approval

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in the development application.
2. To achieve maximum pedestrian safety, convex mirrors or other suitable viewing devices shall be fitted to each access point to a public road. To the satisfaction of Council each mirror/device shall be adjusted to ensure that all vehicles entering the cross-over will have clear views of public footpaths.
3. Gates or fences shall be fitted between the shopping centre and the rear fence of the development to prevent public access to this area.
4. Bio-retention basins shall be detail designed and constructed according principles of Water Sensitive Urban Design (WSUD), based on the DBN Consulting Engineers stormwater reports.
5. Five (5) trees will be planted in accordance with the "2297. Fitzsimons Coleman Rd WD Tree Location" tree replacement plan dated 13 August 2013 by the next planting period (autumn/winter 2014), and shall thereafter be nurtured and maintained to the reasonable satisfaction of Council, with any diseased, dying or deceased plants being replaced in accordance with the plan.
6. As soon as practicable after removal of the regulated and significant tree stumps, the site shall be cleared and the area made safe.
7. Openable windows shall be included on the ground floor plan of each dwelling to Councils satisfaction.
REASON: To ensure energy efficiency through cross ventilation.

Advisor Notes:

Carport enclosure

Carports shall not be enclosed without prior written consent from Council.

Human habitation

Garages shall not be used for human habitation without prior written consent from Council.

This approval refers only to Development Plan Consent, Building Rules Consent must be obtained prior to commencement of work.

LAPSE OF APPROVAL

The Development Approval is valid for a period of 12 months from the Date of Decision (or date any appeal is determined). It will LAPSE and become void if the development is not substantially commenced before that time. Further, it should be completed within three (3) years from the Date of Decision, or action may be taken by Council, at the owners cost, to either remove or complete the development.

APPEALS

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

12/13

SCHEME DESCRIPTION
DEVELOPMENT NO. 292/C064/13

If you are aggrieved by the decision or any condition imposed, you may appeal to the Environment, Resources and Development Court within two (2) months of receipt of the Decision Notification for the Consent.

13/13

DEVELOPMENT No 252/C064/13

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION

DEVELOPMENT NO 252/C064/13

WEBER FRANKIN AND ASSOCIATES PTY.LTD.
Surveying Consultants
Cad Ref: 6499-01com
178 Main Road McLaren Vale South Australia 5171
Telephone (08) 8323 8881 Facsimile (08) 8323 9588
Email survey@wfranklin.com.au
ACH 008 173 937

PAGE 1 OF 3

DEVELOPMENT NUMBER
292/C064/13

TITLE REFERENCE
CT TO ISSUE

O.B./LAST PLAN REF. TOTAL AREA

COMMUNITY DIVISION

ALLOTMENT 100 IN DN 292/D009/13

HUNDRED..... MUNNO PARA

AREA..... ELIZABETH DOWNS

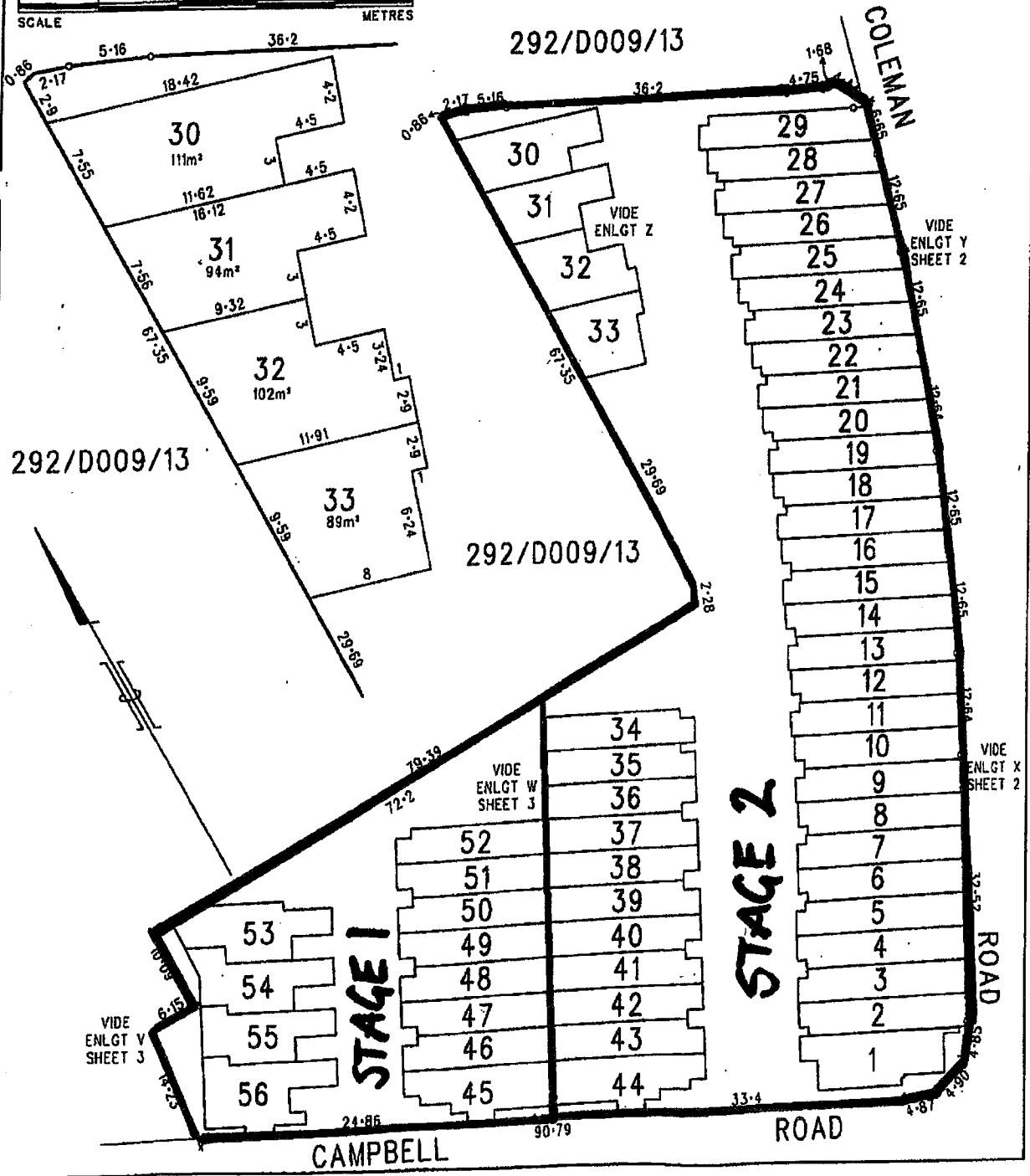
COUNCIL..... CITY OF PLAYFORD

LOCATION PLAN

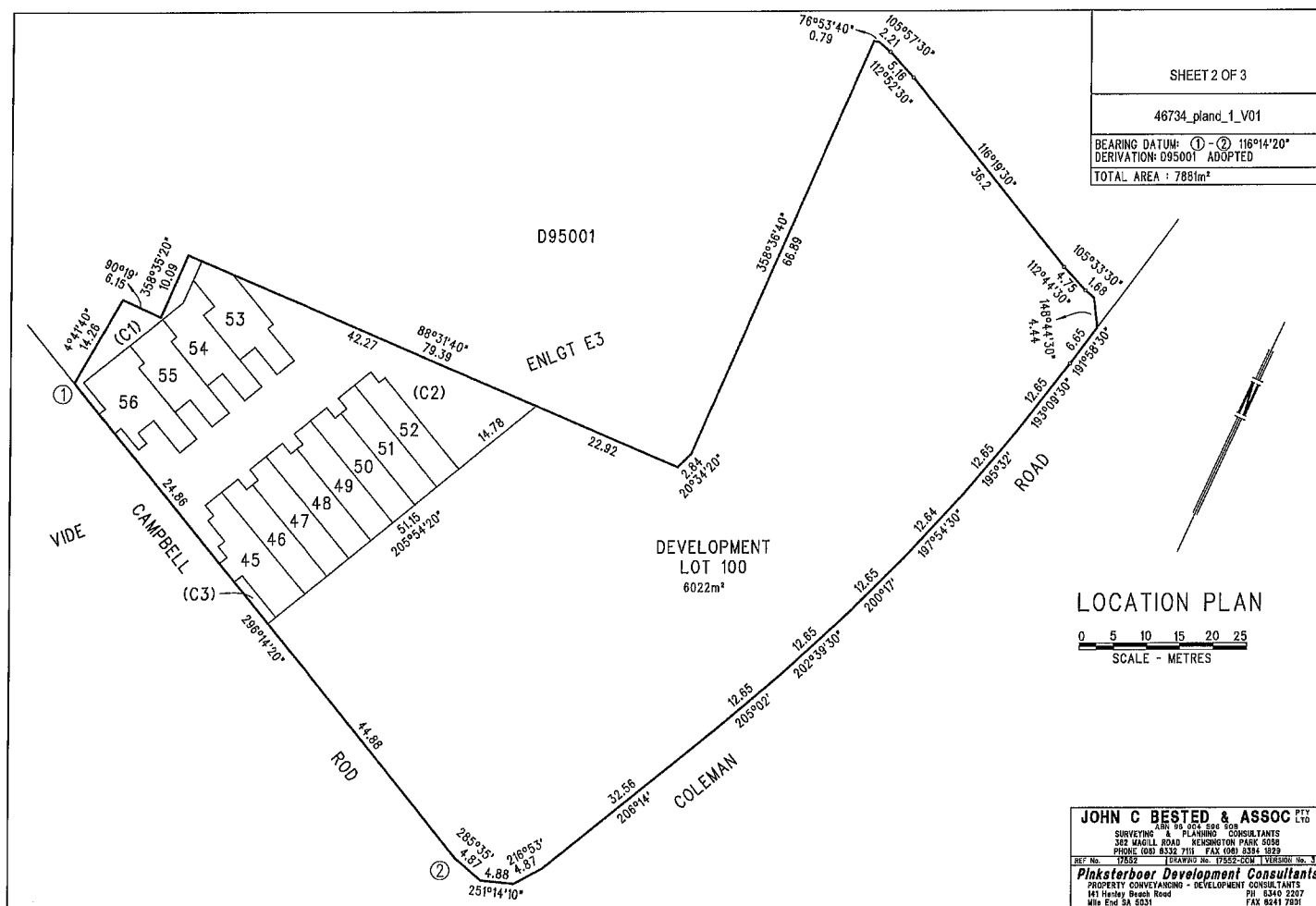


STAGING PLAN

ENLARGEMENT Z



PURPOSE:	PRIMARY COMMUNITY		AREA NAME:	ELIZABETH DOWNS		APPROVED:	SHEET 1 OF 3 46734_text_01_v01
MAP REF:	6628/22/D, 6628/19/N		COUNCIL:	CITY OF PLAYFORD		DEPOSITED/FILED:	
LAST PLAN:	D95001		DEVELOPMENT NO:	292/C064/13/001			
AGENT DETAILS:	JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829			SURVEYORS CERTIFICATION:			
AGENT CODE:	JCBA						
REFERENCE:	17552						
SUBJECT TITLE DETAILS:							
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION
CT	6149	699		ALLOTMENT(S)	100	D	95001 MUNNO PARA
OTHER TITLES AFFECTED:							
EASEMENT DETAILS:							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 20 / 03 / 15 THE COMMON PROPERTY IS DESIGNATED (C1), (C2) AND (C3) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY							



88°31'40"
49.27

46734_pland_2_V01

(C2)

(C1)

ENLARGEMENT E3

0 5 10 15
SCALE - METRES

DEVELOPMENT
LOT 100

NOT YET APPROVED
Data subject to acceptance
by the Lands Titles Office

JOHN C BESTED & ASSOC PTY LTD
 AGN 96 ODA 596 906
 SURVEYING & PLANNING CONSULTANTS
 382 MAGILL ROAD KENSINGTON PARK 5008
 PHONE (08) 8332 7111 FAX (08) 8334 1829
 REF No. 17552 DRAWING No. 17552-CON | VERSION No. 3
Pinksterboer Development Consultants
 PROPERTY DEVELOPING - DEVELOPMENT CONSULTANTS
 11 Valley Road
 Wile End, SA 5031
 PH 8341 7807
 FAX 8341 7801



Certificate of Insurance

ABN 29 008 096 277

Rob Penny
Community Corporation 28723 Inc
C/- Whittles Strata Management
P.O. Box 309
KENT TOWN SA 5071

Date: 09.10.2024
Invoice No: I4644589

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Strata/Community Corporation -

Insurer CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000

Period 30.11.2024 to 30.11.2025

Policy No. CAH0009022

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 28723 Inc
Strata/Community Corporation -

STRATA/COMMUNITY CORPORATION - DOMESTIC

INSURED:

Community Corporation 28723 Inc

SITUATION:

3 Campbell Road, Elizabeth Downs SA 5113

POLICY (1)	COMMUNITY PROPERTY	\$	100,000
	COMMUNITY INCOME	\$	15,000
	COMMON AREA CONTENTS	\$	0
POLICY (2)	LIABILITY TO OTHERS - Limit of Liability	\$	20,000,000
POLICY (3)	VOLUNTARY WORKERS - Refer to Table of Benefits		
	Death	\$	200,000
	Total Disablement (per week)	\$	2,000
POLICY (4)	FIDELITY GUARANTEE	\$	100,000
POLICY (5)	OFFICE BEARER'S LEGAL LIABILITY	\$	1,000,000
POLICY (6)	MACHINERY BREAKDOWN		Not Selected
POLICY (7)	CATASTROPHE		Not Selected
POLICY (8)	GOVERNMENT AUDIT COSTS & LEGAL EXPENSES		
	Part A - Government Audit Costs	\$	25,000
	Part B - Appeal Expenses - common property		
	health & safety breaches	\$	100,000
	Part C - Legal Defence Expenses	\$	50,000

FLOOD COVER IS INCLUDED

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

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

Policy 1 - Community Property

Standard: \$300

Other excesses payable are shown in the Policy Wording.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277

176 Fullarton Road

DULWICH

S.A. 5065

Phone: 08 8291 2300

PO Box 309

KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 28723 Inc
Strata/Community Corporation -

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

Residential Strata Insurance Plan



Product Disclosure Statement
and Policy Wording



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Date of preparation: 19 April 2021

Date effective: 1 May 2021

QM562-0521

Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different excess payments that can apply. The below tables show a summary of any of these limits and excesses.

This summary does not include all details of the limits that apply and you must refer to each limit or excess individually for the full details.

Sub-limit (\$) table

POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Insured Property	Emergency and temporary protection costs Reasonable cost of temporary protection and safety or emergency repairs to avoid further losses	No more than \$7,500
Policy 1 – Insured Property	Unauthorised use of gas, water and similar charges The cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water you are required to pay following damage to your insured property admitted under Policy 1	Up to \$2,000 in any one Period of Insurance
Policy 1 – Insured Property	Special Benefits, (1)e. Cost of reletting When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose	Up to \$1,500 per Lot/Unit or Common Area
Policy 1 – Insured Property	Special Benefits, (1)f. Meeting room hire For the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property	Up to \$5,000 for the cost of hiring temporary meeting room facilities
Policy 1 – Insured Property	Special Benefits, (1)g. Lot Owners contributions and fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property	Up to \$2,000 per Lot/Unit, for contributions, levies, maintenance and other fees
Policy 1 – Insured Property	Special Benefits, (1)i. Lot Owners travel costs For reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers	Up to \$250 per Lot/ Unit for reasonable travel costs
Policy 1 – Insured Property	Special Benefits 2. Emergency accommodation The reasonable cost of emergency accommodation You necessarily incur if Your Lot/ Unit is made unfit to be occupied for its intended purpose	Up to \$2,500 per Lot/Unit for the reasonable cost of emergency accommodation
Policy 1 – Insured Property	Special Benefits 3. Alterations/additions When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance	Up to \$250,000 for Damage to such alterations, additions or renovations
Policy 1 – Insured Property	Special Benefits 6. Electricity, gas, water and similar charges – unauthorised use In any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use	Up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water
Policy 1 – Insured Property	Special Benefits 7. Fusion of Motors Replacing an electric motor forming part of Your Insured Property damaged by Fusion	Up to \$5,000 for the cost of repairing or replacing an electric motor
Policy 1 – Insured Property	Special Benefits 8. Environmental improvements For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$20,000 for the cost of additional environmental improvements
Policy 1 – Insured Property	Special Benefits 9. Exploratory costs, Replacement of defective parts <ul style="list-style-type: none"> repairing or replacing the defective part or parts of such tanks, apparatus or pipes rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid 	<ul style="list-style-type: none"> to a limit of \$1,000 to a limit of \$1,000
Policy 1 – Insured Property	Special Benefits 11. Funeral Expenses For funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property	Up to \$5,000 per Lot/Unit
Policy 8 – Catastrophe	Special Benefits Total amount payable under Policy 8 for Special Benefits 1 to 4	a. Temporary accommodation/rent: 15% b. Escalation in costs: 5% c. Removal storage and cost of evacuation: 5%
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Additional Benefit 1. Record Keeping Audit Professional Fees you reasonably incur with Our written consent, which we will not unreasonably withhold in connection with a Record Keeping Audit.	Up to \$1,000 in any one Period of Insurance for Professional Fees

Residential Strata Insurance Plan



Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
Policy 1 – Insured Property	Special Benefit 1b – Rent The cost necessarily incurred to abate the Rent of Your Tenant	Not exceeding a maximum of three (3) months
Policy 1 – Insured Property	Special Benefits, (1)c. Disease, murder and suicide If You are not permitted to occupy Your Lot/Unit or Common Area by order of the Police, a Public or Statutory Authority, other body, entity or person so empowered by law, due to: <ul style="list-style-type: none"> the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like; a human infectious or contagious disease, except for communicable disease; murder or suicide; occurring at Your Situation. 	Not exceeding a maximum of thirty (30) days
Policy 1 – Insured Property	Special Benefits, (1)d. Failure of supply services If Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1	Provided the failure of services extends for more than forty eight (48) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days
Policy 7 – Machinery Breakdown	Special Benefit Where your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose	Breakdown of plant and equipment must extend for more than seven (7) days Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of thirty (30) days and up to a maximum of twenty percent (20%) of the amount shown in the Schedule

Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Additional Excess This excess applies to each and every Claim made under Policy 9 Part C	\$1,000

Product Disclosure Statement (PDS)

This PDS was prepared on 19 April 2021.

Important Information and Notices

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

We may need to update information in this PDS. If We need to do this, We will either send You a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited (ABN 78 003 191 035 AFSL 239545) (QBE) of Level 5, 2 Park Street Sydney. QBE Insurance (Australia) Limited is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE).

We have authorised the information contained in this PDS.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is a specialist strata and community title insurance intermediary and holds an Australian Financial Services licence (AFS Licence No: 243261) to issue and advise on general insurance products.

CHU is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (SGL).

Authority to act on Our behalf

We have given CHU a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to CHU. The contact details for CHU are shown on the back cover of this document.

Under the terms of this binding authority CHU acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

For more information or to make a claim

Please contact CHU to make a claim. They also have an After Hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims section at the end of this booklet sets out the full details of what You need to do in the event of a claim.

Your duty of disclosure

Before You enter into an insurance contract, You have a duty of

disclosure under the *Insurance Contracts Act 1984* to tell Us anything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer;
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may in accordance with the law cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

Claims made and Notified Insurance

Policy 6 – Office Bearers' Legal Liability and Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a claims made and notified basis. This means that this Policy only covers claims first made against You during the period this Policy is in force and notified to the Insurer as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that where You gave notice in writing to the Insurer of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Privacy

In this Privacy Notice, the use of 'We', 'Our' or 'Us' means QBE and CHU unless specified otherwise.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit qbe.com.au/privacy

or contact QBE Customer Care. You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's / Steadfast's Privacy Officer on +61 2 9307 6656 or by writing to

PO Box A2016, Sydney South NSW 1235 or email privacyofficer@steadfastagencies.com.au.

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.



What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 8. It tells You about:
 - what makes up the insurance i.e. Your contract with Us which We call a Policy;
 - important definitions that set out what We mean by certain words;
 - the cover We can provide (see Policies 1 to 10);
 - what Excesses You may have to pay;
 - when You are not insured (see General exclusions and other exclusions under Policies 1 to 10);
 - what You and We need to do in relation to claims;
 - Yours and Our cancellation rights.
- the relevant quote/ proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Policy is provided only if specified as applicable in the Schedule.

Policy 1 – Insured Property for Damage to Your Insured Property (Building and Common Area Contents)

We insure You up to the Sum Insured shown in the Schedule for Policy 1 for Damage to Your Insured Property (Building and Common Area Contents) that occurs during the Period of Insurance not otherwise excluded in the Policy.

If Your Sum insured is not exhausted, We will also pay for the costs or fees incurred as a result of damage to Your Insured Property under Policy 1. Details of the costs and fees We pay are set out under the heading 'Additional Benefits' in Policy 1 of the Policy.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 1. The combined total amount We will pay under Special Benefits arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

Policy 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Policy 2 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Your

Insured Property that happens during the Period of Insurance.

We also pay the costs of defending a claim in connection with a claim under this Policy.

Policy 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Policy 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

Policy 4 – Workers Compensation

If Your Insured Property is situated in Australian Capital Territory, Tasmania or Western Australia, and You select Workers Compensation cover We will insure You for all amounts You become legally liable to pay to Your employees under the Workers Compensation Legislation in the State or Territory in which Your Insured Property is situated.

The cover under Policy 4 does not include claim preparation, costs and fees.

Policy 5 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Policy 5 for the fraudulent misappropriation of Your funds committed during the Period of Insurance.

Policy 6 – Office Bearers' Legal Liability

We will respond to any claim first made against an Office Bearer in respect of legal liability for any claim made against them.

The amount payable in respect of all Claims under Policy 6 will not exceed the Limit of Liability shown on the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Policy 7 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 7 against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 7.

We also provide cover for Special Benefits in addition to Your Sum Insured for Policy 7. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 7.

Policy 8 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 8 for any increase in the Replacement cost of Your Insured Property following a loss which occurs during the Period of Insurance:

- due to the happening of an Event for which the Insurance Council of Australia issues a catastrophe code or other Event which occurs no later than sixty (60) days after the Catastrophe; and
- the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.



Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Policy 9 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Policy 10 – Lot Owners’ Fixtures and Improvements

We insure the cost of replacing Lot Owners’ Fixtures and Improvements in their Lot/Unit provided that the Sum Insured under Policy 1 is exhausted. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Policy 1.

Important information you should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

For example, We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

- a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;
- b. the actual or alleged use or presence of asbestos;
- c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when you renew Your insurance if You do not pay the amount by the due date your Policy may be cancelled and We will write to let you know when this will happen.
4. When renewing Your insurance with Us, You have a duty of disclosure under the *Insurance Contracts Act 1984*. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

The cost of this insurance

The amount that We charge You for this insurance when You first acquire the Policy and when You renew the Policy is called the Premium. In order to calculate Your Premium, We take various factors into consideration, including, but not limited to:

- the Sum(s) Insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes such as Stamp Duty, GST, any Fire Service Levy (where applicable).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out in the Schedule.

Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of the Policy include:

Administration Fee

An administration fee is payable by You for each policy issued or renewed to cover CHU’s administration cost of preparing and distributing the Policy. Any administration fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation. For more information on the administration fee please refer to the CHU Financial Services Guide or contact CHU directly.

Refund of Premium

You may cancel the Policy at any time. If You choose to cancel the Policy We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no event has occurred where liability arises under the Policy.

Commissions

SGL or CHU may receive a commission payment from Us when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or CHU directly.

Confirming transactions

You may contact CHU in either writing, email or by phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

Receiving Your Policy documents

You may choose to receive Your Policy documents:

- a. electronically, including but not limited to email; or
- b. by post.

If You tell CHU to send Your Policy documents electronically, CHU will send them to the email address that You have provided. This will



continue until You tell CHU otherwise or until CHU advises that this method is no longer suitable. Each electronic communication will be deemed to be received by You twenty-four (24) hours after it leaves CHU's information system. If You do not tell CHU to send Your Policy documents electronically, the Policy documents will be sent to the mailing address that You have provided.

You are responsible for ensuring that the email and mailing address that CHU has is up to date. Please contact CHU to change Your email or mailing address.

How to make a claim

Please contact CHU to make a claim. They also have an After Hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise them as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, You will allow Us or our appointed representative to inspect Your Insured Property and take possession of any damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the damage or loss and prevent further loss or damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where practical and reasonable not dispose of any damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

Cooling-off information

If You want to return Your Policy after Your decision to buy it, You may cancel it and receive a full refund. To do this We must receive Your request either in writing or via email within twenty-one (21) days of You receiving the Schedule.

This cooling-off right does not apply if You have made or are entitled to make a claim. Even after the cooling-off period ends You still have cancellation rights. Please see General Conditions.

Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice. The aims of this Code are fully supported by CHU.

The Code aims to:

- a. commit Us to high standards of service;
- b. promote better, more informed relations between Us and You;
- c. maintain and promote trust and confidence in the general insurance industry;
- d. provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You;
- e. promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from CHU or from www.codeofpractice.com.au.

Resolving Complaints and Disputes

At QBE and CHU, we are committed to providing You with quality products and delivering the highest level of service. QBE and CHU also do everything we can to safeguard Your privacy and the confidentiality of Your personal information.

Something not right?

QBE and CHU know sometimes there might be something You are not totally happy about, whether it be about our staff, representatives, products, services or how we've handled Your personal information.

Step 1 – Talk to CHU

If Your complaint relates to a claims decision or CHU service provider, please initially contact the CHU Claims Handler who is handling the Claim. If Your complaint relates to an underwriting decision (or anything else), please contact the CHU representative who originally assisted You. When You make Your complaint please provide as much information as possible. CHU are ready to help You resolve your issue, aiming to resolve all complaints within fifteen (15) business days.

Step 2 – Escalate Your complaint

If CHU haven't responded to Your complaint within fifteen (15) days, or if You're not happy with how CHU tried to resolve it, You can ask for Your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist. The Dispute Resolution Specialist will provide CHU's final decision within fifteen (15) business days of Your complaint being escalated, unless You have agreed to CHU's request to be given more time.

Step 3 – Still not resolved?

If You're not happy with the final decision, or if CHU have taken more than forty-five (45) days to respond to You from the date You first made Your complaint, You can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to You. CHU is bound by AFCA decisions - but You're not. You can contact AFCA directly and they'll advise You if Your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If Your dispute doesn't fall within the AFCA Rules, or You are not satisfied with CHU's decision then You may wish to seek independent legal advice.

Privacy complaints

If You are not satisfied with CHU's final decision and it relates to Your privacy or how CHU has handled Your personal information, You can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays) Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	<ul style="list-style-type: none"> complaints@qbe.com, to make a complaint privacy@qbe.com, to contact Us about privacy or Your personal information customercare@qbe.com, to give feedback or pay a compliment
Post	Customer Care, GPO Box 219, Parramatta NSW 2124
How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Request for Information

You may request copies of information We have relied upon to arrive at Our decision(s) in the Complaint Handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

Contact CHU

Phone: 1300 361 263

Email: info@chu.com.au

Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria. More information may be obtained from the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone: 1300 558 849 (Phone calls from mobiles, public telephones or hotel rooms may attract additional charges).

Online: www.fcs.gov.au

Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

You should also advise CHU of any changes in the details of the information You have given us, otherwise Your insurance may not be sufficient. Changes might include alterations to Your Insured Property.

Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your Claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

- the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by CHU;
- the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.



Policy Wording

Our Agreement

The agreement between You and Us consists of:

- a. the PDS and Policy Wording;
- b. the Schedule; and
- c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim You make under this Policy;
- General conditions, which set out Your responsibilities under this Policy;
- Claims conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You're claiming under, less any Excess.

General Definitions

The words listed below have been given a specific meaning in this Policy Wording and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Policies. These words will be defined in those Policies.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

Body Corporate

means the owner(s) of Your Insured Property and Common Area

incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit. Where the Strata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Communicable Disease

means:

- a. Rabies;
- b. Cholera;
- c. Highly Pathogenic Avian Influenza;
- d. Any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
- e. Any disease determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the *Biosecurity Act 2015* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation. A reference to Listed Human Disease shall have the meaning found in any replacement definition, in any amendment, re-enactment or successor legislation.

Computer System

means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

Cyber Incident

means:

- a. Unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;
- b. Malware or Similar Mechanism;
- c. Programming or operator error, whether by the insured or any other person or persons;
- d. Any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

Damage, Damaged

means any partial or total accidental physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by this Policy.



Earth Movement

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

Electronic Data

means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/or processing by electronic, and/or electromechanical data processing and/or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of data and/or the direction and/or manipulation of such equipment.

Endorsement

means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event, Events

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage or series of Damage happening from that one Event, that is claimable under this Policy.

Excess

means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Floating Floors

means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better

nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the indemnity value and will provide You with details of Our calculation if requested by You.

Insured Property

a. Building:

means building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

- i. outbuildings;
 - ii. fixtures and structural improvements, gates and fences;
 - iii. in-ground swimming pools and spas;
 - iv. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
 - v. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
 - vi. underground and overhead services;
 - vii. Stratum Lot or Volumetric Lot;
- that You own or have legal responsibility for at, in or adjacent to Your Situation

b. Common Area Contents: means:

- i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
 - ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;
 - iii. carpets (whether fixed or unfixed), floor rugs;
 - iv. swimming pools or spas that are not in-ground;
 - v. swimming pool or spa covers and accessories;
 - vi. wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;
- that You own or have legal responsibility for:
- at, in or adjacent to Your Situation, or
 - temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Policy 1 – Insured Property;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 13 – Landscaping of Policy 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/Unit (if Your Situation is in Queensland).

Residential Strata Insurance Plan



Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

Limit of Liability

means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Policy 2 – Liability to Others and Policy 6 – Office Bearers' Legal Liability.

Lot/Unit

means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

Lot Owner

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

- a. built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- b. computers, electronic and electrical equipment, garden equipment;
- c. Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Malware or Similar Mechanism

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to a virus, trojan horse, worm, logic bomb or denial of service attack.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated. Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners' or Shareholders' interest or liability as an owner and/or occupier of a Lot/Unit is not included.

Period of Insurance

means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

Policy

means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Premium

means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST) as applicable.

Rainwater

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land

Rent

means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement

means:

- a. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- b. the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements, but does not include:
 - i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
 - ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed.

Schedule

means the most recent current attachment to the Policy that specifies the Situation, those Policies and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

- a. the Policy Schedule;
- b. the renewal notice You have paid;
- c. the Endorsement(s) sent to You.

Senior Counsel

means a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior courts in Australia or New Zealand.

Situation

means the land at the address(es) shown in the Schedule where Your Insured Property is situated.

Storm

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

Storm Surge

means the abnormal rise of the sea caused by storm's winds pushing the ocean surface onshore. Storm Surge does not include predicted astronomical tides.



Strata Legislation

means the respective State Legislation applying where Your Building is situated and includes the following Acts or similar legislation:

- a. *Strata Schemes Management Act 2015* (NSW)
- b. *Strata Scheme Development Act 2015* (NSW)
- c. *Owners Corporation Act 2006* (VIC)
- d. *Community Title Act 2001* (ACT)
- e. *Strata Titles Act 1998* (TAS)
- f. *Body Corporate and Community Management Act 1997* (QLD)
- g. *Strata Titles Act 1985* (WA)
- h. *Strata Titles Act 1988* (SA)
- i. *Unit Titles Scheme Act 2009* (NT)

Stratum or Volumetric Lot

means an area or lot forming part of the Building required to form part of this insurance Policy excluding a Lot /Unit.

Stratum Lot or Volumetric Lot only extends to Policy 1 and Policy 8.

Stratum Lot Owner or Volumetric Lot Owner

means a person, persons or other entity registered as a proprietor or owner of a Stratum Lot or Volumetric Lot in Your Building as named in the Schedule.

Sum Insured

means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for Policy 1 – Insured Property, Policy 3 – Voluntary Workers, Policy 4 – Workers Compensation, Policy 5 – Fidelity Guarantee, Policy 7 – Machinery Breakdown and Policy 8 – Catastrophe Insurance, Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Policy 10 – Lot Owners' Fixtures and Improvements.

Temporary Accommodation

means, as regards to any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have applied immediately prior to the Damage.

Tenant

means any person authorized under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

Tsunami

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Vehicle, Vehicles

means:

- a. any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines; and
- b. which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Voluntary Worker

means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear and Tear

means Damage or a reduction in value through age, ordinary use or lack of maintenance.

We, Our, Us, the Insurer

means QBE Insurance (Australia) Limited ABN 78 003 191 035.

You, Your, Yours

means:

a. in respect of Policies 1, 8, and 10:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- i. the interest therein of Members;
- ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Policy 1 – Insured Property;
- iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Policy 8 – Catastrophe Insurance.

b. in respect of Policy 2 – Liability to Others:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:

- i. the interest therein of Members;
- ii. the organisers of recreational activities in respect of item 5 of Policy 2;
- iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

c. in respect of Policy 3 – Voluntary Workers:

a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.

d. in respect of Policies 4, 5, 7, and 9:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.

e. in respect of Policy 6 – Office Bearers' Legal Liability:

the past, present or future Office Bearers or committee members of the Body Corporate, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

- i. estate, heirs, legal representative or assigns;
- ii. legal representative or assigns if he/she is incompetent, insolvent or bankrupt;
- iii. but does not include a Body Corporate Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.



General conditions

These General Conditions apply to all Policies. In addition to these General Conditions, each Policy will be subject to specific conditions.

If any of the General Conditions or specific conditions applicable to each Policy are not met We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Policy or claiming under it must also comply with these conditions.

1. Acts or omissions of Your Body Corporate Manager/Agent

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Body Corporate Manager/Agent while acting on Your behalf.

2. Alteration of risk

In accordance with Your duty of disclosure under the *Insurance Contracts Act 1984*, You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Your Insured Property is changed in such a way as to increase the risk of Damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

3. Cancellation - how Your Policy may be cancelled Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes, administration fees or charges.

Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the *Insurance Contracts Act 1984* (Cth), whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You.

4. Goods and Services Tax – how it affects any payments We make

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay. When You are:

- a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.
- b. registered for GST:
 - i. and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or
 - ii. when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
 - iii. where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in

A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

5. Joint insureds

When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

6. Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

With the exception of the Earthquake Excess as shown below, should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

The Excess You have to pay or contribute to earthquake or seismological disturbance as shown in the Schedule applies for an Event that occurs during any one period of seventy-two (72) consecutive hours.

7. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

- a. when We pay a total loss;
- b. when We pay the full Sum Insured;

- c. to Policy 6 – Office Bearers’ Legal Liability
- d. to Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 23 of Policy 1 – Insured Property.

8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

- a. one and the same act error or omission; or
- b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source; will be deemed to be one claim.

11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party:

- a. failed to comply with the duty of disclosure; or
- b. made a misrepresentation to Us before the Policy was entered into;

this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

- i. You were not aware of the failure or misrepresentation;
- ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and
- iii. the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

12. You must disclose all previous claims

Whether You are entering into a new insurance contract or renewing Your insurance with Us, You have a duty of disclosure under the *Insurance Contracts Act 1984*. When We ask You questions relevant to Our decision to insure You and on what terms, you have a duty to tell us anything that You know and what a reasonable person in the circumstances would know.

If You do not tell Us anything You are required to tell Us, We may

cancel Your insurance or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell us is fraudulent, We may reduce or refuse to pay a claim and treat the insurance as if it never existed.

You are asked at the time You take out or renew this insurance to give Us full and correct details concerning any:

- a. renewal or insurance policy declined, cancelled or refused, or where any Excess was imposed;
 - b. claim refused by an insurer;
 - c. claim made; in relation to You;
- because any of these may affect the Premium and extent of insurance.

CHU will notify You in writing of any effect a change may have on Your insurance.

For example We may be entitled to:

- i. charge You an applicable additional Premium;
- ii. impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- iii. decline to insure You;
- iv. refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history .

General Exclusions

These General Exclusions apply to all Policies. In addition to these General Exclusions, each Policy will be subject to specific Exclusions.

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. Act of Terrorism

any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

2. Asbestos

liability to pay for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged Office Records, under Policy 1.

4. Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

5. Nuclear

ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

6. War, expropriation

war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion,



revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

7. Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

8. Communicable diseases

We will not pay for any loss, damage, liability, claim, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, regardless of any other contributing cause or event.

9. Cyber Incident

We will not pay for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed by, resulting from, arising out of or in connection with any Cyber Incident.

Claims Conditions

1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- a. take all reasonable steps to reduce the damage and to prevent any further damage;
- b. inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property.

2. What You must not do

Whatever the circumstances You must not:

- a. admit guilt or fault (except in court or to the Police);
- b. offer or negotiate to pay a claim;
- c. admit or deny liability;
- d. dispose of any damaged items without first seeking Our approval.

If You do then We will reduce our liability to the extent of any prejudice caused by Your acts.

3. How to make a claim

When You make a claim You may reasonably be required to:

- a. promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- c. provide written statements under oath if We reasonably require it;

d. be interviewed about the circumstances of the claim;

e. allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;

f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Claim preparation costs and fees

We will pay up to \$30,000 for the reasonable cost of fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 - Claim preparation costs and fees does not apply to Policy 4 - Workers Compensation and Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 - Emergency and temporary protection costs of Policy 1 – Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate damaged Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

7. You must assist Us

Before We will pay anything under this Policy, where reasonable You must:

- a. comply with all the requirements of this Policy; and
- b. give Us all information and assistance which We reasonably require in relation to the claim and any proceedings.

8. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the Police for further investigation.

9. Salvage value

We are entitled to any salvage value on recovered items and damaged items that have been replaced.

10. Other insurance

If at the time any claim arises under this Policy there is any other insurance in force covering the same liability, in part or in full, You must notify Us as soon as practical of full details of such other insurance, including the identity of the insurer(s) and the policy number(s), and such further information as We may reasonably require.

Subject to the *Insurance Contracts Act 1984* (Cth), We reserve the right to seek a contribution from the other insurer(s).

Policy 1 - Insured Property

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Policy 1 in the Schedule against Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When Your Sum Insured under Policy 1 is not otherwise expended We will pay the following incurred as a result of Damage to Your Insured Property that is admitted as a claim under Policy 1 for:

1. Architects' and professional fees, removal of debris

- a. the cost of architects' fees, surveyors' fees and other professional fees;
- b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), Damaged Lot Owners' and occupiers' Contents and of anything which caused the Damage;
- c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- d. the cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority.

You necessarily incur in the Replacement of Your Insured Property.

2. Emergency and temporary protection costs

reasonable cost of temporary protection and safety or emergency repairs in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than \$7,500 for this Additional Benefit unless You first obtain Our written consent prior to You incurring costs in excess of this amount, which will not unreasonably be withheld.

3. Government fees, contributions or imposts

fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

4. Legal fees

legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

5. Emergency services

Damage to Your Insured Property caused by emergency services such as Police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.

6. Lot/Unit Internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and Your Sum Insured under Policy 1 is not otherwise expended in respect of any one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are

Damaged by an Event claimable under Policy 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

Special Benefits

The following Special Benefits are included in addition to Your Sum Insured for Policy 1.

1. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- ii. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause a.i. from the time of the Event until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement; and
- under Clause a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity;
- iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause b.i. from the time of the Event until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant; and
- under Clause b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- under Clause b. iii, the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three (3) months.

c. Disease, murder and suicide

We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Rent You lose;



if You are not permitted to occupy Your Lot/Unit or Common Area by order of the Police, a Public or Statutory Authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease, except for Communicable Disease;
- murder or suicide; occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.

d. Failure of supply services

We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than forty eight (48) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

e. Cost of reletting

When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs up to \$1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose by:

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; and
- ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

f. Meeting room hire

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property by Damage to Your Insured Property that is admitted as a claim under Policy 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

g. Lot Owners' contributions and fees

We will pay, up to \$2,000 per Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Policy 1.

h. Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

- i removing undamaged Lot Owners' Contents to the nearest place of safe keeping;

- ii storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- iii returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;
- iv insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

i. Lot Owners' travel costs

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Policy 1, We will pay up to \$250 per Lot/Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent to incur such travel costs which will not unreasonably be withheld.

The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / rent / contributions / storage - a. to i. arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

2. Emergency accommodation

When You occupy Your Lot/Unit for residential purposes We will pay up to \$2,500 a Lot/Unit for the reasonable cost of emergency

accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

- a. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

3. Alterations/additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will during the construction period pay up to \$250,000 for Damage to such alterations, additions or renovations by an Event claimable under Policy 1 – Insured Property provided:

- i. the value of such work does not exceed that amount; or
 - ii. You notify Us and We otherwise agree in writing before the commencement of such work;
- but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

4. Arson reward

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Damage to Your Insured Property is claimable under Policy 1. We will pay the reward to the person or persons providing



such relevant information or in such other manner as We may reasonably decide.

5. Electricity, gas, water and similar charges – excess costs

We will pay up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Policy 1.

6. Electricity, gas, water and similar charges – unauthorised use

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent.

We will not pay unless all practical steps are taken to terminate such unauthorised use as soon as possible after You become aware of it.

7. Fusion of motors

We will pay up to \$5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in replacing with an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. other parts of any electrical appliance nor for any software;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. contact at which sparking or arcing occurs in ordinary working

How We will settle Your Fusion claim

If Your Claim is accepted we will settle your claim reasonably in one of the following ways:

- a. repairing the Insured Property;
- b. replacing the Insured Property; or
- c. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 and the cost to rebuild, replace or repair the Damaged portion is

more than twenty-five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Your Insured Property Damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of \$1,000;
- c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

11. Funeral expenses

When a Lot/Unit is occupied by the Lot Owner We will pay up to \$5,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

12. Keys, lock replacement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

- i. any building forming part of such property;
- ii. the premises of a keyholder; or
- iii. during the hold-up of a person who normally has the keys in their possession.



We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

13. Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$5,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to \$25,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a. any person in Your employment;
- b. a Lot Owner, including any family member permanently residing with them; or
- c. a proxy of a Lot Owner.

16. Mortgage discharge

We will pay up to \$5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Policy 1.

17. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Policy 1 while in Your physical or legal control.

18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to \$1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Policy 1 and Temporary Accommodation does not allow pets or security dogs.

19. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in accordance with the terms and conditions of Policy 1 when the purchaser has signed an agreement to buy part of or all of such property.

20. Damaged Office Records

We will pay up to \$50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by an Event claimable under Policy 1, while anywhere in Australia.

21. Removal, storage costs

We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring Your undamaged Insured Property during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1.

22. Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees which We will not unreasonably withhold.

23. Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Policy 1, while anywhere in Australia.

24. Water removal from basement

We will pay up to \$2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1.

Exclusions

1. We will not pay for Damage caused by or arising directly or indirectly from:

- a. Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;
- b. lack of maintenance, rust, oxidation, corrosion, mould, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- c. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However We will pay if the Damage is due to:
 - i. Fusion of electric motors as covered under Special Benefit 7;



- ii. lightning;
- iii. power surge when such Event is confirmed by the supply authority; or
- iv. resulting fire damage;
- d. any action of the sea, high water or high tide or tidal wave. However We will pay if the Damage is due to Tsunami;
- e. Storm Surge;
- f. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However We will pay if the Damage is due to:
 - i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
 - ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;
- g. underground (hydrostatic) water; however We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- h. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;
- i. inherent defect or latent defect
- j. vermin, mice, rats, termites, insects, mildew, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 – Insured Property such as fire or glass breakage;
- k. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;
- l. water in swimming pools, spas or water tanks;
- m. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;
- n. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);
- o. any process involving the application of heat being applied directly to any part of Your Insured Property. However We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.

2. We will not pay for Damage to:

- a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- b. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1 – Insured Property;
- c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
- d. Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition which will not unreasonably be withheld ;

- e. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not unreasonably be withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Policy 1.

3. We will not pay for:

- a. demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
- b. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;
- c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
- d. consequential loss, including but not limited to any:
 - i. loss of use;
 - ii. loss of contract;
 - iii. loss of profit/revenue;
 - iv. loss of opportunity;
 - v. loss of goodwill and/or reputational damage; or
 - vi. special damages;
 other than specifically provided under an operative Additional Benefit or Special Benefit.
- e. Wear and Tear.

Claims - how We will settle Your claim

1. Rebuilding, replacement or repair

If Your Insured Property is Damaged, and Your claim is accepted, after consultation with you, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Policy 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
 - b. where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
 - c. if it is lawful, and with Our prior written consent which will not unreasonably be withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.
- Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;



- e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
 - i. reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
 - ii. not pay in excess of Indemnity Value of Your Insured Property; and
 - iii. seek release from further liability under this Policy.

We will not pay under Policy 1 as part of the cost of Replacement for the cost to:

- i. rebuild or replace Your undamaged Insured Property;
- ii. rebuild, replace or repair illegal installations.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is Damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is Damaged and Replacement is limited or restricted by any Public or Statutory Authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
 - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
 - ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
 - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
 - ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
 - iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied

4. Land Value

We will pay the difference between Land Value before and after Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Electronic data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Special Provisions

1. Under Clauses 2, 3. and 4. above, Our liability is limited to the extent to which the Sum Insured for Policy 1 is not otherwise expended.
2. Under Clauses 2. and 4. above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.



Policy 2 – Liability to Others

What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Policy 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent which we will not unreasonably withhold at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 2;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown in the Schedule for Policy 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Policy 2 for:

1. Bridges, roadways, kerbing, footpaths, services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2. Car park liability

compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Insured Property.

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the Service or Services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight (8) metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

8. Wheelchairs, garden equipment, other vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

9. Court appearance

We will pay compensation of \$250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Policy 2.

Exclusions

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.
2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.
3. in respect of:
 - a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Policy 2;
 - b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
 - c. injury to or death of animals on Your Common Area;
 - d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.



4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
 - a. made prior to the commencement of Policy 2;
 - b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Policy 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

- a. liability assumed by You under any contract or lease of real or personal property;
- b. liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:
 - i. any act of negligence on their part; or
 - ii. by their default in performing their obligations under such agreement.
11. arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
13. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.

14. made or actions instituted:

- a. outside Australia;
- b. which are governed by the laws of a foreign country.

Definitions

The words listed below have been given a specific meaning and apply to Policy 2 when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- a. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- b. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- c. wrongful entry or eviction or other invasion of the right of privacy;
- d. a publication or utterance of defamatory or disparaging material;
- e. assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property; which happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- a. physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

Policy 3 – Voluntary Workers

What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

- whilst voluntarily engaged in work on Your behalf; and
- caused solely and directly by accidental, external and visible means; and
- which, independently of any other cause results in the following insured events.

Table of Benefits

Insured event	Benefit
1. Death	\$200,000
2. Total and irrecoverable loss of all sight in both eyes	\$200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$200,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5. Total and irrecoverable loss of all sight in one eye	\$100,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$2,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,000
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$500 up to a maximum of:	\$5,000
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:	\$2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250 up to a maximum of:	\$2,500
10. The reasonable cost of burial or cremation of a Voluntary Worker up to maximum of:	\$5,000

Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits above:

- arising out of intentional self-injury or suicide, or any attempted threat;
- attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- to children under the age of twelve (12) years;
- for bodily injury that does not manifest itself within twelve (12) months of sustaining such bodily injury;
- arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;
- which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth);
- For more than one of insured events 6.a. and 6.b. in respect of the same period of time.
- Under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Conditions

The following conditions apply:

- If a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to one hundred percent (100%) of the benefit payable for insured event 1.
- After the occurrence of any one of the insured events 2 to 5 there will be no further liability under Policy 3 for these insured events in respect of the same Voluntary Worker.
- In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

Definitions

The words listed below have been given a specific meaning and apply to Policy 3 when they begin with a capital letter.

Partial Disablement

means partial disablement **which entirely** prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

Total Disablement

means total disablement **which entirely** prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.



Policy 4 – Workers Compensation

The Schedule will show if You are insured for worker's compensation for employees in the state or territory where Your Insured Property is situated.

When You are covered for worker's compensation for employees We will insure You for all amounts You become legally liable to pay to Your employees under the worker's compensation legislation in the state or territory in which Your Insured Property is situated.

Claims Conditions 4 – Claim preparation costs and fees, does not apply to this Policy 4.



Policy 5 – Fidelity Guarantee

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Exclusions

We will not pay for:

1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Policy 5;
4. any claims arising out of losses discovered more than twelve (12) months after the expiry of Policy 5, or any renewal thereof.

Definitions

The word listed below has been given a special meaning and applies to Policy 5 when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.



Policy 6 – Office Bearers’ Legal Liability

What We insure

If selected and shown in the Schedule, We will subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law, arising from any Claim:
 - a. first made against:
 - i. You, individually or otherwise; or
 - ii. Your Body Corporate Manager/Agent while acting as an Office Bearer; during the Period of Insurance; and b. reported to Us during the Period of Insurance or within thirty (30) days thereafter.

Provided that Claims which do not comply with all of Clause a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Policy 6 – Office Bearers’ Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 6 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant’s costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Policy 6:

- a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;
- b. where indemnity has not been confirmed by Us in writing, We will:
 - i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 6 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period

of Insurance of Policy 6 or under an earlier Office Bearers’ Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Policy 6.

Provided always that:

- a. We have continuously been the Insurer under an Office Bearers’ Legal Liability Insurance Policy between the date when such

notification should have been given and the date when such notification was in fact given; and

- b. the terms and conditions applicable to this Special Benefit 2 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 6 under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of thirty (30) days following the expiry date of Policy 6 and Your renewal instructions have not been received We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Policy 6.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 6 during the immediate prior Period of Insurance.

Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 6 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;
2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including Communicable Disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;
8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;
9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;
11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in Special Benefit 2 – Continuous Cover of Policy 6;

12. Claims first notified to Us after the expiry of Policy 6, except as otherwise provided in Insuring Clause b. of Policy 6;
13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a. ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

Conditions

Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- a. the amount for which the claimants offer to settle the Claim; or
- b. the amount assessed by a Senior Counsel, taking into account:
 - i. the economics of the matter;
 - ii. the damages and costs which are likely to be recovered from the claimants;
 - iii. the likely defence costs; and
 - iv. your prospects of successfully defending the claim.

If you and we cannot agree on the Senior Counsel, we will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in your defence costs.

Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- b. at the time You first give written notice to Us:
 - i. having the potential of giving rise to a Claim being made against You;
 - ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

Definitions

The words listed below have been given a specific meaning and apply to Policy 6 when they begin with a capital letter.

Claim, Claims

means:

- a. a written or verbal allegation of any Wrongful Act; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or

- c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- a. a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- b. a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;
- c. a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- a. of You serving as an Office Bearer or committee member or director of the Body Corporate; or
- b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.



Policy 7 – Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 7 shown in the Schedule against Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 7 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under Policy 7.

We will pay for the reasonable cost of:

1. the cost of Temporary Accommodation You necessarily incur;
2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an Event claimable under Policy 7 provided the breakdown of plant and equipment extends for more than seven (7) days We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of twenty percent (20%) of the amount shown in the Schedule as applying to Policy 7, and not exceeding a maximum of thirty (30) days following the breakdown of plant and equipment.

Exclusions

We will not pay for:

1. Damage caused by:
 - a. Wear and Tear;
 - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
 - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
 - d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
 - e. the tightening of loose parts, recalibration or adjustments;
 - f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
 - a. glass or ceramic components;
 - b. defective tube joints or other defective joints or seams;
 - c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
 - d. foundations, brickwork, and refractory materials forming part of an Insured Item;
 - e. television, video or audio equipment other than security system equipment;
 - f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
 - g. computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
 - h. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.

6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims - how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Policy 7 when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- a. which is covered under Policy 1 – Insured Property; or
- b. which is not claimable under Policy 7 – Machinery Breakdown.

Insured Item

means:

- a. lifts, elevators, escalators and inclinator provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant; that forms part of Your Insured Property or its services.



Policy 8 – Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown for Policy 8 in the Schedule, against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or
 - b. other Event which occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for Policy 8.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Policy 8 is limited to the percentages shown hereunder of the Sum Insured for Policy 8 or such other percentage as We may agree in writing.

- a. **Special Benefit 1.** Fifteen percent (15%);
- b. **Special Benefit 2.** Five percent (5%);
- c. **Special Benefit 3. and 4.** combined Five percent (5%);

1. Temporary Accommodation / Rent - extended period of cover

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Policy 1 – Insured Property is expended until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Policy 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is relet following completion of rebuilding,

repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new tenant.

2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation In The Cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- d. insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure';
- and the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Policy 1 – Insured Property.

4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incur following an order issued by a Public or Statutory Authority, Body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Policy 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

Claims - how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and



- b. the greater of either:
 - i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Policy 1 – Insured Property immediately prior to the Catastrophe; or
 - ii. the Sum Insured in force under Policy 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'.

Special Provisions

1. No payment will be made under Policy 8 until such time as the greater amount determined in accordance with the provisions of Clause b. of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under Policy 8 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
 - a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - b. any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
 - c. architects' fees, surveyors' fees and any other professional fees;
 - d. legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;
 - e. fees, contributions or imposts payable to any Public or Statutory Authority to obtain consent to rebuild, replace or repair Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Policy 8 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Conditions

Policy 8 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property and except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to Policy 8 when they begin with a capital letter.

Catastrophe

means an Event which is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Escalation in the Cost of Temporary Accommodation

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

- a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We insure'; and
- b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.



Policy 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 9 is issued on a Claims made basis. This means Parts A, B and C of Policy 9 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Policy 9 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within thirty (30) days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

- a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- b. all Claims reported in any one Period of Insurance.

Additional benefit

1. Record Keeping Audit

We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold in connection with a Record Keeping Audit.

Exclusions

1. We will not pay for Professional Fees:
 - a. if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - i. received any notice of a proposed Audit;
 - ii. had information that an Audit was likely to take place;
 - iii. had information that would indicate to a reasonable person that an Audit was likely to take place.
 - b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - i. at all;
 - ii. properly;
 - iii. by the due date.
 - c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - i. any act or omission by You; or
 - ii. any failure, act or omission arising from or in connection with Your statutory obligations.
 - d. charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.
 - e. relating to the Audit of Your taxation and financial affairs

unless the return is first lodged:

- i. during the Period of Insurance; or
- ii. not more than twelve (12) months prior to the original inception date of Policy 9; or
- iii. relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.

- f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
- g. if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a claim or You make a claim.

2. We will not under any circumstances pay for the cost of:

- a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
- b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
- c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Conditions

1. We require You to:
 - a. make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
 - b. lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
 - c. upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
 - d. obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.
2. An Audit commences:
 - a. at the time You first receive notice that an Auditor proposes to conduct an Audit; and
 - b. is completed when:
 - i. the Auditor has given written notice to that effect; or
 - ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.

Part B: Appeal Expenses - common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Policy 9 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

- a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- b. the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within thirty (30) days thereafter;
- b. more than the Sum Insured for Part B for:
 - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
 - ii. all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Policy 9 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- a. in connection with the ownership of Your Common Area and Insured Property;
- b. under the *Competition and Consumer Act 2010* (Cth) or under any other consumer protection legislation;
- c. arising out of any dispute with an employee, former employee or prospective employee:
 - i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - ii. leading to civil or criminal proceedings under any racial or sexual discrimination Legislation.

We will not pay:

- a. unless:
 - i. any such Claim is first made or first brought against You

during the Period of Insurance;

- ii. You report it to Us during that Period of Insurance or within thirty (30) days thereafter;
 - iii. there are reasonable grounds for the defence of any such Claim.
- b. more than the Sum Insured for Part C: Legal Defence Expenses for:
 - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
 - ii. all Claims reported in any one Period of Insurance.

Excess

For each and every Claim You must, pay or contribute a minimum amount of \$1,000 unless otherwise shown in the Policy Schedule.

Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

- a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;
- b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;
- c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 6 – Office Bearers’ Legal Liability or would have been provided Policy 2 – Liability to Others and Policy 6 – Office Bearers’ Legal Liability were operative;
- d. arising from circumstances that You knew of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
- e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
- f. between You and Us including Our directors, employees or servants;
- g. which involves a conflict of duty or interest of Yours;
- h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 Continuous Cover;
- i. first notified to Us more than thirty (30) days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous Cover.

2. We will not be liable for:

- a. the cost of litigation or proceedings initiated by You;
- b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.



Conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five (5) business days prior to the expiry of the time for instituting an appeal; or
- b. if the time allowed by law to appeal is less than five (5) business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided always that:

- a. We have continuously been the insurer between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to Condition 4 – Continuous Cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will give a complete and truthful account of the facts of

the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this nomination.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as possible if You receive an offer to settle a Claim.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

Definitions

The words listed below have been given a specific meaning and apply to Policy 9 when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements

necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Policy.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe

Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Claim, Claims

means:

- a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c. a criminal proceeding commenced by a summons or charge against You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

- a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- c. legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal

from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

- a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- a. form part of an annual or fixed fee or cost arrangement; or
- b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.



Policy 10 - Lot Owners' Fixtures and Improvements

What We insure

If selected and shown in the Schedule and You have exhausted the Sum Insured under Policy 1 - Insured Property We insure You up to the Sum Insured shown for Policy 10 in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Policy 1 and must occur during the Period of Insurance.

Policy 10 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property as they may be expressly varied herein.

Claims - how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under Policy 10 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;
- b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- c. where materials used in the original construction are not readily available We will use the nearest equivalent available;
- d. when We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

We will not pay for the cost to:

- i. replace undamaged Lot Owners' Fixtures and Improvements;
- ii. replace or repair illegal installations.

Definition

The word listed below has been a specific meaning and applies to Policy 10 when it begins with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

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Residential Strata Insurance Plan
Product Disclosure Statement and Policy Wording



Phone: 1300 361 263

Email: info@chu.com.au

www.chu.com.au

102520-05/2021

Account Number 32 45286 31 1	L.T.O Reference CT6273205	Date of issue 10/2/2025	Agent No. 7953	Receipt No. 2646278
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CONVEYANCING SOLUTIONS PTY LTD
OFFICE 3/20-24 METRO PARADE
MAWSON LAKES SA 5095
admin@cs-sa.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: C A SPENCER & K D SLACK
Location: U9 5 CAMPBELL RD ELIZABETH DOWNS LT36 C28723
Description: 4H CP **Capital Value:** \$ 275 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2024

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/2022	Water rates	: 157.20
Sewer main available:	1/7/2022	Sewer rates	: 173.90
		Water use	: 58.89
		SA Govt concession	: 0.00
		Recycled Water Use	: 0.00
		Service Rent	: 0.00
		Recycled Service Rent	: 0.00
		Other charges	: 0.00
		Goods and Services Tax	: 0.00
		Amount paid	: 389.99CR
		Balance outstanding	: 0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 12/2/2025

This account has no meter of its own but is supplied from account no 32 45284 51 9.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 1.78%.

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

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



**Government of
South Australia**

South Australian Water Corporation
250 Victoria Square/Tampanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ASN 69 334 525 019
sawater.com.au

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

South Australian Water Corporation

Name:

C A SPENCER & K D SLACK

Water & Sewer Account

Acct. No.: 32 45286 31 1

Amount: _____

Address:U9 5 CAMPBELL RD ELIZABETH DOWNS
LT36 C28723

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	3245286311

**Bill code: 8888****Ref: 3245286311**

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: 3245286311

**Government of
South Australia**

South Australian Water Corporation
250 Victoria Square/Tampanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ASN 69 334 525 019
sawater.com.au



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: 2646278

CONVEYANCING SOLUTIONS SA PTY LTD
OFFICE 3, 19-21 METRO PARADE
MAWSON LAKES SA 5095

DATE OF ISSUE

07/02/2025

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

19377799

OWNERSHIP NAME

K SLACK & C SPENCER

PROPERTY DESCRIPTION

U9 5 CAMPBELL RD / ELIZABETH DOWNS SA 5113 / LT 36 C28723

ASSESSMENT NUMBER

3245286311

TITLE REF.

(A "+" indicates multiple titles)

CT 6273/205

CAPITAL VALUE

\$275,000.00

AREA / FACTOR

R4

1.000

LAND USE / FACTOR

RE

0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

\$

50.00

+ VARIABLE CHARGE

\$

103.60

- REMISSION

\$

63.80

- CONCESSION

\$

0.00

+ ARREARS / - PAYMENTS

\$

-89.80

= AMOUNT PAYABLE

\$

0.00

Please Note:

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

EXPIRY DATE

08/05/2025



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: 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: 2646278

DATE OF ISSUE

07/02/2025

CONVEYANCING SOLUTIONS SA PTY LTD
OFFICE 3, 19-21 METRO PARADE
MAWSON LAKES SA 5095

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

K SLACK & C SPENCER

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

U9 5 CAMPBELL RD / ELIZABETH DOWNS SA 5113 / LT 36 C28723

ASSESSMENT NUMBER

3245286311

TITLE REF.

(A "+" indicates multiple titles)

CT 6273/205

TAXABLE SITE VALUE

\$91,000.00

AREA

0.0080 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 08/05/2025



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

Orig. **LF 12353833**



11:48 29-Jun-2015
2 of 4

LF

Series No.

2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: *PINKSTERBOER & ASSOCIATES* AGENT CODE *PINK*
Correction to: *PINK*

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 <i>134</i>
REGISTERED <i>10/8/2015</i>	
<i>Mark McNeil</i> PRO REGISTRAR-GENERAL	



BY - LAWS

COMMUNITY PLAN NO. C 28723

ADDRESS:

**26-34 Hamblynn Road Elizabeth Downs SA 5113
(Allotment 100 in DP95001)**

DEVELOPER:

HPG PROJECTS PTY LTD

A.C.N: 129 334 498

PO Box 841 Prospect East SA 5082

CERTIFICATE

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

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



Gavin Scott Pinksterboer

Registered Conveyancer

141 Henley Beach Road Mile End SA 5031

COMMUNITY SCHEME BY-LAWS

PLAN NO. CP28723

1. Interpretation

1.1. In these By-Laws:

- 1.1.1. "Act" means the Community Titles Act 1996;
- 1.1.2. "Common Property" has the same meaning as set out in the Act;
- 1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5. "Corporation" means Community Corporation No. 28723 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6. "Develop" means:
 - 1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and
 - 1.1.6.2. "Development" has a like meaning;
- 1.1.7. "Lot" means a community Lot being part of the Community Scheme;
- 1.1.8. "Lot Owner" means the owner of a Lot;
- 1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- 1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
- 1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

- 1.2.1. words importing the singular number include the plural and vice versa;
- 1.2.2. words importing any gender include other genders;
- 1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;

- 1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- 1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- 1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - 2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- 2.1.4. Lot Owner Contributions
 - 2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes,

2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.

2.1.4.3. The Corporation may, by ordinary resolution-

2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and

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

2.2. Use and enjoyment of the Common Property

2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.

2.2.2. Lot Owners, Occupiers, and Invitees must not:

2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;

2.2.2.2. without the prior approval in writing of the Corporation mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;

2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;

2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;

2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;

2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;

2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;

2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;

2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;

2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;

2.2.2.11. sing, busk or play a musical instrument on Common Property;

2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs

- 2.2.2.13. preach to or harangue other people;
- 2.2.2.14. obstruct any footpath, road or walkway;
- 2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.16. be inadequately clothed when on Common Property;
- 2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.
- 2.2.3. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
- 2.2.4. The Corporation may:
 - 2.2.4.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and
 - 2.2.4.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.
- 2.2.5. No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or around the common property.

2.3. Use and Enjoyment of Community Lots

A Lot Owner, Occupier or Invitee must:

- 2.3.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;
- 2.3.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
- 2.3.3. use the Lot in accordance with the Development Act 1993;
- 2.3.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
- 2.3.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;
- 2.3.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or
- 2.3.7. not bring objects or materials onto a Lot of a kind which are likely to cause

- on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
- 2.3.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):
- 2.3.8.1. change the use or character of a Lot; or
- 2.3.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
- 2.3.8.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
- 2.3.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
- 2.3.10.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
- 2.3.10.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
- 2.3.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
- 2.3.11.2. repainting as necessary;
- 2.3.11.3. replacing or repairing damaged or decaying materials; and
- 2.3.11.4. replacing or repairing broken or cracked windows and doors;
- 2.3.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
- 2.3.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.13. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;
- 2.3.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.15. comply with all statutory requirements in relation to the disposal of garbage; and
- 2.3.16. ensure that their invitees are aware of these By-Laws and ensure that their invitees do not engage in (or desist from) any conduct which is in

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

- 3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;
- 3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
- 3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

- 3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.
- 3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

4.1. A person must not without the prior approval of the Corporation:

- 4.1.1. make any structural changes or additions on or to a Lot; or
- 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.

4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.

4.4. A Lot Owner must maintain its Lot:

- 4.4.1. in accordance with the Development Plan of the local Council;
- 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
- 4.4.3. in accordance with the Development Act 1993; and
- 4.4.4. not in breach of these By-Laws.

- 4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

- 5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.
- 5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.
- 5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.
- 5.7. Clauses 5.1, 5.2, 5.3 and 5.4 shall not apply to Occupiers, Proprietors or other persons lawfully upon the Common Property or the Lots, who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

6. Use of Roadways and Common Area Parking

- 6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 10.6.
- 6.2. No Lot Owner, Occupier or Invitee may:
- 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;

- 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);
- 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
- 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

8.1. The Corporation will effect and maintain insurances as required by the Act.

8.2. A Lot Owner, Occupier or Invitee will be required at all times throughout their ownership of the Lot, to take out and maintain insurance for their respective rights and interests (and to produce the policies for inspection by the Corporation in accordance with Clause 8.4 as and when required) in the building and contents of the relevant Lot which includes but is not limited to any furniture fittings, equipment and goods on and in the Lot AND such insurance policy will provide for the full insurable value of any furniture fittings, equipment and goods, and will insure against loss or damage by fire theft lightning explosion tempest riot impact of vehicles earthquake damage by aircraft or articles dropped therefrom water damage flood and rainwater damage and such other risks as the Corporation may specify from time to time and in the event of any claim apply the proceeds of such policy towards reinstatement.

8.3. Each Lot Owner, Occupier or Invitee will also be required to take out and maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover amount as the Corporation may determine from time to time) AND such policy shall indemnify the Corporation against any action suit claim or demand of any kind arising from the use by the Lot Owner, Occupier or Invitee of their respective Lots.

- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner, Occupier or Invitee of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will do anything to:
 - 8.5.1. void any insurance; or
 - 8.5.2. increase the premium payable for any insurance, however in the event that a Lot Owner or Occupier ;maintained by the Corporation.

9. Community Corporation To Supply Water

- 9.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.
- 9.2. The potable metered water connection will be connected to private water reticulation systems installed within the Common Property and will provide water supply to each Community Lot.
- 9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.
- 9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.
- 9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.
- 9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the lot owners.
- 9.7 Supply contracts will be put in place between the community corporation and the lot owners/occupiers.

10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Offences

10.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.

10.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

11. Rules

The management committee of the Corporation has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

12. Recovery of Amounts Due

12.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.

12.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.

12.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.

12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.

- 12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.
- 12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

- 13.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

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

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

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Orig. **LF 12353834**11:48 29-Jun-2015
3 of 4LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIALODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
3

278

BELOW THIS LINE FOR AGENT USE ONLYAGENT CODE

Lodged by:

{ PINKSTADT &
ASSOCIATES

PINK

Correction to:

PINK

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

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PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

MARK MC. C28723	
CORRECTION 12/7.	PASSED 144
REGISTERED 10/8/2015	
Mark McNeil PRO REGISTRAR-GENERAL	

DEVELOPMENT CONTRACT

Allotment 100 in DP 95001

26-34 Hamblynn Road Elizabeth Downs SA 5113

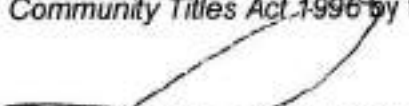
COMMUNITY PLAN NO 28723

Developer: H.P.G. PROJECTS PTY LTD ACN 129 334 498
of PO Box 841, Prospect East SA 5082

CERTIFICATE

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

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


Gavin Scott Pinksterboer
141 Henley Beach Road Mile End SA 5031

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1. Interpretation

In this Development Contract:

- 1.1. *Act* means the Community Titles Act 1996;
- 1.2. *By-laws* means the By-laws filed with Community Plan;
- 1.3. *Common Property* means the Common Property defined in the Community Plan;
- 1.4. *Community Lot* means the lots created as Community Lots upon the deposit of the Community Scheme;
- 1.5. *Community Plan* means the primary community division plan deposited at Lands Titles Office in relation to the Land;
- 1.6. *Community Scheme* means the community titles scheme comprised in and established by the Community Plan;
- 1.7. *Corporation* means the Community Corporation to be established when the Community Plan is deposited by the Registrar General in the Lands Titles Registration Office;
- 1.8. *Council* means The City of Salisbury;
- 1.9. *Developer* means H.P.G. PROJECTS PTY LTD ACN 129 334 498 of PO Box 841, Prospect East SA 5082 and also includes any subsequent owner(s) of the Land prior to deposit of the Community Plan, and after the deposit of the Community Plan also includes the owner or owners of any Community Lot or Development Lot to which this development contract relates;
- 1.10. *Development Approval* means the full Community Division Development Approval for Development Application No 292/C064/13 issued by the Council under the Development Act 1993 a copy of which is attached hereto as Annexure A;
- 1.11. *Land* means land at 26-34 Hamblynn Road Elizabeth Downs SA 5113 being the whole of the land comprised in Certificate of Title Register Book Volume 6149 Folio 699;
- 1.12. *Scheme Description* means the Scheme Description filed with the Community Plan;
- 1.13. words importing the singular number include the plural and vice versa;
- 1.14. words importing any gender include other genders;
- 1.15. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
- 1.16. references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.17. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of this Development Contract;
- 1.18. where a word or phrase is given a defined meaning in this Development Contract, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- 1.19. this Development Contract will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia; and
- 1.20. if any of the provisions of this Development Contract should be judged invalid,

jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of this Development Contract with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from this Development Contract.

2. Preliminary Matters

- 2.1. This Development Contract contains details of the Community Scheme which is proposed to be developed on the Land.
- 2.2. The obligations contained in this Development Contract may only be varied or cancelled in accordance with the provisions of Sections 50, 69(8) or 70(8) of the Act.
- 2.3. This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the Community Scheme. In particular this Development Contract should be read in conjunction with the Scheme Description and the By-laws.
- 2.4. The terms of this Development Contract are binding on the Developer and any subsequent purchaser of a Community Lot.
- 2.5. Attention is drawn in particular to the By-laws which:
 - 2.5.1. describe the proposed community development;
 - 2.5.2. set out the management rules governing the Community Scheme; and
 - 2.5.3. provide details of the rights and obligations of Community Lot owners under this Community Scheme.
- 2.6. Further particulars about details of the Community Scheme are available at:
 - 2.6.1. the Council, and
 - 2.6.2. the Development Assessment Commission (see Approval No. 292/C64/13 - Development Approval by Council dated 27 March 2014).

3. Description of development

- 3.1. The land to be developed under this Development Contract comprises the Community Lots and the Common Property described in the Community Plan being property situated at 26-34 Hamblynn Road Elizabeth Downs SA 5113 in South Australia and which is currently comprised as the whole of the land comprised in Certificate of Title Register Book Volume 6149 Folio 699.
- 3.2. The Land is to be developed in more than one stage:
 - 3.2.1. the division of the Land into 56 Community Lots as shown in the plan attached to the scheme description;
 - 3.2.2. Details concerning the Staging of the development are set out in the Scheme Description
- 3.3. The development when completed will comprise:
 - 3.3.1. 56 vacant community lots may be sold as house and land packages on which residences will be built by the Lot purchasers;
 - 3.3.2. Community property (the Common Property) which will be used for vacant space, driveway access and services infrastructure.
- 3.4. This Development Contract does not oblige the Developer to build a dwelling or other improvements on any of the Community Lots in the Primary Plan (although the

4. Development Authorisation

- 4.1. The proposed development has, at the date of signing, received full Development Approval under the Development Act 1993 ("Development Approval") subject to various conditions.
- 4.2. The Development Approval involves the community division of the Land into:
 - 4.2.1. fifty six (56) Community Lots; and
 - 4.2.2. Common Property
as shown in the Community Plan and setout in the development approval 292/C064/13
- 4.3. The Developer will develop the roadway and services infrastructure on the Common Property, but will not be obliged to erect any dwelling or other improvements on any Community Lot as a part of its development.

5. The Developer's obligations in respect of the Common Property

- 5.1. The Developer will construct improvements on the Common Property in accordance with the conditions contained in Development Application No. 292/C064/13 and 292/528/13, except as varied by the conditions of the Development Approval.
- 5.2. The improvements to be constructed by the Developer on the Common Property will comprise:
 - 5.2.1. a paved roadway and shared (to engineer's specifications based on which materials are used) with concrete kerbing or edging;
 - 5.2.2. letterboxes and collection area for rubbish bins;
 - 5.2.3. a storm water drainage system designed and constructed to the reasonable satisfaction of the Council; and
 - 5.2.4. infrastructure which will enable Lot Owners to connect power, water, sewerage and telephone services to the boundary of each Community Lot and;
 - 5.2.5. all as described in the plans and details on which the Development Approval is based and;
 - 5.2.6. as set out in the scheme description.
- 5.3. The Developer will perform the work required in respect of the Common Property to a minimum average quality standard required by Council or such higher standard as the Developer may in the Developer's absolute discretion decide.

6. Services

- 6.1. Electricity and Telephone
 - 6.1.1. Electricity and telephone infrastructure and wiring is to be provided and installed by the Developer so that each Community Lot is capable of being connected by Lot Owners to electricity and telephone.
 - 6.1.2. Electricity and telephone wiring conduits are to be constructed underground within the Common Property.
 - 6.1.3. Electricity meter boxes for each Community Lot will be housed in the common

6.1.4. Lighting will be provided and installed by the Developer along the access road in order to properly light that area.

6.2. Water and Sewerage

6.2.1. Water sewerage and storm water services will be constructed by the Developer underground within the Common Property so that each Community Lot is capable of being connected by Lot Owners to these services.

6.2.2. The Developer will provide and install sewerage services connected to SA Water's sewerage scheme.

6.2.3. Grates and silt traps for storm water will be provided and installed by the Developer as necessary

6.2.4. Grates and inspection pits for sewerage will be provided and installed by the Developer as necessary.

6.3. Fire Fighting Services

The Developer will provide for such fire fighting services on the Common Property if required by the Metropolitan Fire Service

6.4. The developer will install any other services that are required to comply with the conditions of the development approval

7. Development authorisation

7.1. Development authorisation under the Development Act has already been applied for to enable the Developer to perform the work set out in this Development Contract, and Development Approval has been obtained.

7.2. If development which is contrary to the Development Approval becomes necessary, the Developer may need to obtain a further development authorisation before proceeding further.

8. Developer's undertakings

8.1. The Developer undertakes that in carrying out the Developer's obligations under this Development Contract, the Developer will interfere as little as is reasonably practicable with the use and enjoyment of the Community Lots and Common Property.

8.2. The Developer undertakes to repair, or to pay the costs of repairing any damage caused by the Developer to the Common Property or to a lot or to any building or other improvement on the Common Property or a Community Lot.

9. Access to the Common Property or Community Lot

9.1. The Developer proposes to obtain access to the Common Property and to the Community Lots by utilisation of the Common Property for that purpose, and by direct access to each Community Lot from the Common Property.

9.2. The Developer reserves the right for himself, his agents, contractors, and employees to:

9.2.1. pass over the Common Property by any means including vehicles to gain access during construction to carry out construction, repair or maintenance; and

9.2.2. to temporarily use Common Property for parking of vehicles and storage of materials during the building development period.

10. Obligations of the Community Corporation and owners and occupiers of Community Lots

The owners and occupiers of a Community Lot and the Corporation must allow the Developer;

- 10.1. reasonable access over adjoining Community Lots or the Common Property to enable the Developer to fulfil the Developer's obligations under this Development Contract; and
- 10.2. allow the Developer to erect the necessary signs, fencing and anything else required under any statutory obligation to enable the Developer to complete the Developer's obligations under this Development Contract.

11. Timing of development work

- 11.1. The Developer must cause the building work to be carried out on the Community Lots and the Common Property by the Developer's workers and contractors between Monday to Saturday (inclusive) of each week between the hours of 7 am. and 8.00 pm.

- 11.2. The Developer anticipates fulfilment of the Developer's obligations under this development ~~within 12 months after deposit of the Community Plan at Lands Titles Office.~~ *for stage 1 pursuant to clause 7.3 in the Development Contract and stage 2 pursuant to clause 7.5 in the Development Contract.*


12. Other information required by the Regulations

No other information is required by the Regulations under the Act.

DATED the 29th day of JUNE 2015

EXECUTED by
H.P.G. PROJECTS PTY LTD
by authority of the ~~sole~~ Director(s)

Delete "sole" if more than one director
(Executed under Section 127(1) Corporations Act)


.....
(s/s) Director/Secretary
.....
Director/Secretary

TERMS OF INSTRUMENT NOT
CHECKED BY LAND TITLES OFFICE

DEVELOPMENT CONTRACT
DEVELOPMENT NO. 292/C064/13

ANNEXURE A

Development Approval 292/C064/13

Enquiries: Mr J Leverington
Telephone: 8256 0359
Facsimile: 8256 0374
E-mail: J.Leverington@playford.sa.gov.au

DECISION NOTIFICATION FORM

Development No: 292/C-64/2013

Weber Frankiw & Assoc Pty Ltd
The Centre
178 Main Road
MCLAREN VALE SA 5171

OWNER: Ayles Construction Pty Ltd
LOCATION OF PROPOSED DEVELOPMENT:

26 Hamblynn Road, ELIZABETH DOWNS SA 5113
Lot 2 Sec 3152 DP 14661 Hd of Munno Para
CT-6072/662

Nature of Proposed Development: Community Division (1 into 56).
From: THE CITY OF PLAYFORD

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable
Development Plan Consent	✓	12		
Land Division	✓			
Land Division (Strata)				✓
Building Rules Consent				✓
Public Space				✓
Other				✓
Development Approval	✓	12		

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

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

Signed: _____

Council Chief Executive Officer or delegate

Date of Decision: 27 March 2014

Date: 27 March 2014



City of Playford
Civic Centre
10 Playford Boulevard
ELIZABETH
Mailing Address:
12 Bishopstone Road
DAVOREN PARK SA 5113

DEVELOPMENT APPLICATION NO 292/C-64/2013

Development Plan Consent Conditions of Approval

Council Conditions:

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in the development application.
2. Driveways shall conform to AS2890 including opposite road junctions.
3. All crossovers/driveways shall be a minimum of 1m away from all street infrastructure including street trees.
4. Any costs associated with service relocations/tree removals, etc. shall be borne by the developer and approval of which is at Councils discretion.
5. The driveway gates shall be recessed into property to ensure vehicles do not encroach into the carriageway.
6. The developer shall provide a street tree every 5.0m along the length of development adjacent the public realm or a negotiated bond amount for this work.

Development Assessment Commission conditions:

7. The financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water H0009853). The developer must inform potential purchasers of the community lots in regards to the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.
SA Water also advise that for further processing of this application by SA Water, to establish the full requirements and costs of this development, the developer will need to advise SA of their preferred servicing option. Information of our servicing options can be found at:
<http://www.sawater.com.au/SAWater/DevelopersBuilders/ServicesForDevelopers/Customer+Connections+Centre.htm>.
For further information or queries please contact SA Water Land Developments on 7424 1119.
8. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

EPA conditions:

9. The detailed design of the stormwater management system (including the bio retention basins and re-use) must be established in accordance with the treatment train proposed in the Ayles Constructions Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013 and must:
 - a. Ensure runoff is maintained at pre-development levels
 - b. Ensure groundwater resources are not impacted
 - c. Mitigate food risk
 - d. Meet the following quality targets :

Suspended solids (SS)	80% retention of the typical urban annual load with no treatments
Total Phosphorus (TP)	45% retention of the typical urban annual load with no treatment
Total Nitrogen (TN)	45% retention of the typical urban annual load with no treatment.

10. The detailed design of the stormwater management system must incorporate the outcomes as those modelled in the concept design outlined in Ayles Constructions, Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013.
11. Maintenance for the components of the stormwater system must occur as per the description outlined in Ayles Constructions, Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013.
12. A Soil Erosion and Drainage Management Plan (SEDMP) must be prepared and implemented in accordance with the Code of Practice for the building and construction industry to prevent soil and pollutants leaving the site or entering watercourses during development of the site and construction of dwellings. This plan should include measures proposed in Ayles Constructions, Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013 being:
 - a. The installation of a shaker pad or temporary wheel wash at the entrance/exit to the development site.
 - b. Avoiding unnecessary cut and fill and unnecessary clearing of vegetation
 - c. Protecting exposed soil through temporary vegetation or jute matting, silt fences, and fencing and containing of stockpiles.

Should there be Council conditions, the applicant must seek clearance from Council.

LAPSE OF APPROVAL

The Development Approval is valid for a period of 12 months from the Date of Decision (or date any Appeal is determined). It will LAPSE and become void if the development is not substantially commenced before that time. Further, it should be completed within three (3) years from the Date of Decision or action may be taken by Council, at the owners cost, to either remove or complete the development.

APPEALS

If you are aggrieved by the decision or any condition imposed you may appeal to the Environment Resources and Development Court within two months of receipt of the Decision Notification for the Consent.

TERMS OF INSTRUMENT NOT
CHECKED BY LAND TITLES OFFICE

Page 12 of 15

DEVELOPMENT CONTRACT
DEVELOPMENT NO 292/C064/13

ANNEXURE B

Development Approval 292/528/2013

Enquiries: Mr J Hanlon
Telephone: 8256 0327
Facsimile: 8256 0374
E-mail: jhanlon@playford.sa.gov.au

CITY OF



City of Playford
Civic Centre
10 Playford Boulevard
ELIZABETH
Mailing Address:
12 Bishopstone Road
DAVOREN PARK SA 5113

PLANNING CONSENT NOTIFICATION

Development No: 292/528/2013

Ayles Construction Pty Ltd
69 Warri Parri Drive
FLAGSTAFF HILL SA 5159

OWNER: Ayles Construction Pty Ltd

LOCATION OF PROPOSED DEVELOPMENT:

26 Hamblynn Road, ELIZABETH DOWNS SA 5113
Lot 2 Sec 3152 DP 14661 Hd of Munno Para
CT-6072/662

Nature of Proposed Development: Two Storey Residential Flat Buildings - 56 Units

From: THE CITY OF PLAYFORD

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Development Approval	YES	7
Development Approval	REQUIRED	
Development Approval	REQUIRED	

****Development Approval**

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

****This is NOT full Development Approval**

No work can commence on this development unless a development approval has been issued by Council. If one or more consents have been granted on this notification form, you must not start any site works or building work or change the use of the land until you have also received notification of a development approval.

Signed: 

☒ Council Chief Executive Officer or delegate

Date of Decision: 21-Oct-2013
Date: 31-Oct-2013

DEVELOPMENT APPLICATION NO. 292/528/2013

Development Plan Consent Conditions of Approval

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in the development application.
2. To achieve maximum pedestrian safety, convex mirrors or other suitable viewing devices shall be fitted to each access point to a public road. To the satisfaction of Council each mirror/device shall be adjusted to ensure that all vehicles entering the cross-over will have clear views of public footpaths.
3. Gates or fences shall be fitted between the shopping centre and the rear fence of the development to prevent public access to this area.
4. Bio-retention basins shall be detail designed and constructed according principles of Water Sensitive Urban Design (WSUD), based on the DBN Consulting Engineers stormwater reports.
5. Five (5) trees will be planted in accordance with the "2297. Fitzsimons Coleman Rd WD Tree Location" tree replacement plan dated 13 August 2013 by the next planting period (autumn/winter 2014), and shall thereafter be nurtured and maintained to the reasonable satisfaction of Council, with any diseased, dying or deceased plants being replaced in accordance with the plan.
6. As soon as practicable after removal of the regulated and significant tree stumps, the site shall be cleared and the area made safe.
7. Openable windows shall be included on the ground floor plan of each dwelling to Council's satisfaction.
REASON: To ensure energy efficiency through cross ventilation.

Advisory Notes:

Carport enclosure

Carports shall not be enclosed without prior written consent from Council.

Human habitation

Garages shall not be used for human habitation without prior written consent from Council.

This approval refers only to Development Plan Consent, Building Rules Consent must be obtained prior to commencement of work.

LAPSE OF APPROVAL

The Development Approval is valid for a period of 12 months from the Date of Decision (or date any appeal is determined). It will LAPSE and become void if the development is not substantially commenced before that time. Further, it should be completed within three (3) years from the Date of Decision, or action may be taken by Council, at the owners cost, to either remove or complete the development.

APPEALS

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

If you are aggrieved by the decision or any condition imposed, you may appeal to the Environment, Resources and Development Court within two (2) months of receipt of the Decision Notification for the Consent.

Orig. **LF 12353835**



11:48 29-Jun-2015
4 of 4

LF
Series No.
4

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**

278
BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: } **PINKSTERBOER. &
ASSOCIATES**

PINK

Correction to:

PINK

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

MARK MC. C28723

CORRECTION 13/7/15	PASSED 14
REGISTERED 10/15/2015	
Mark McNeil PRO REGISTRAR-GENERAL	



SCHEME DESCRIPTION

COMMUNITY PLAN No.28723

**26-34 HAMBLYNN ROAD
ELIZABETH DOWNS SA 5113**


**Developer
HPG Projects Pty Ltd
PO Box 841
Prospect East SA 5082**

Form 10

Sections 30(1)(ia),31(3)(ab),34(2)(e),39(5a),47(2)(ka),50(7)(a)

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

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



Gavin Scott Pinksterboer
Registered Conveyancer
141 Henley Beach Road Mile End SA 5031

INDEX

1. Identification of Community Parcel, Lots and Common Property
2. Purposes for which the Lots and Common Property may be used
3. Standard of Buildings and other improvements
4. Improvements of the Common Property
5. Conditions of Development Imposed pursuant to the Development Act 1993
6. Other Important Features of the Scheme
7. Staging of the Development
8. Council Endorsement
9. Execution by the Developer

1. Identification of the Community Parcel, Lots and Common Property

- 1.1 The community Parcel to be divided is the land comprised in Certificate of Title Volume 6107 Folio 421 situated at 26-34 Hamblynn Road, Elizabeth Downs.
- 1.2 The original owner of the land (for the purposes of section 11 of the *Community Titles Act 1996*) is Ayles Construction Pty Ltd.
- 1.3 Ayles Constructions Pty Ltd has transferred its interest in the land and all approvals to HPG Projects Pty Ltd hereinafter referred to as the 'developer'
- 1.4 The Community Plan is a primary plan to divide the community parcel into fifty six (56) community lots and common property in accordance with the plan of community division filed with this Scheme Description.

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

- 2.1 Lots 1-56 both inclusive shall be used exclusively for residential purposes.
- 2.2 The common property shall be used as a driveway, landscaped areas, letterboxes and service infrastructure in accordance with Development Approval 292/C064/13 & 292/528/2013.

3. Standard of Buildings and other improvements

- 3.1 The development of the community lots and common property will be undertaken in accordance with the development approval no 292/C064/13 and 292/528/2013 subject to such amendments as may be agreed by the relevant planning authority.
- 3.2 The standard of building work to be performed and the materials to be used in the construction of the approved development of the community parcel will be a minimum average standard required by Council or such higher standard as the developer in its absolute discretion may determine. Such work will be undertaken prior to the expiry of the development approval or granted extensions thereof.
- 3.3 Any additional buildings or improvements or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on the Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

4. Improvements of the Common Property

The Developer is to surface the driveways with bitumen, install the service infrastructure, lighting on common property, landscaping and letterboxes.

5. Conditions of Development Imposed pursuant to the Development Act 1993

The division of the community parcel and the erection of buildings are subject to conditions imposed by the City of Playford pursuant to development approvals numbered 292/528/2013 (development) and 292/C064/12 (land division)

These conditions are annexed.

6. Other Important Features of the Scheme

- 6.1 The community parcel is to be fully fenced with an electronic gated entrance in accordance with Development Approval 292/528/2013.
- 6.2 The common property is to be well lit by the installation of suitable public lighting in accordance with Development Approval 292/528/2013.
- 6.3 This scheme description does not require the developer to construct any improvements on the community lots except where required in accordance with Development Approval 292/C064/13.

7. Staging of the Development

- 7.1 The developer will complete the development of the Community Lots and Common property in two stages;
- 7.2 Stage 1 will create Community Lots 45 to 56 inclusive and common property adjacent to these Lots as shown in the staging plan attached.
- 7.3 Stage 1 including the construction of the respective common property will be completed before 31 October 2015 and prior to the occupation of a dwelling house on any of the respective lots and;
- 7.4 Stage 2 will create Community Lots 1 to 44 inclusive and the remainder of the common property in the community scheme as shown in the staging plan attached.
- 2 7.5 Stage 2 including the construction of all the common property in the scheme will be completed before 31 October 2018 and prior to the occupation of any dwelling house on any of the respective lots.

Terms of Instrument Not
Checked by Lands Titles Office

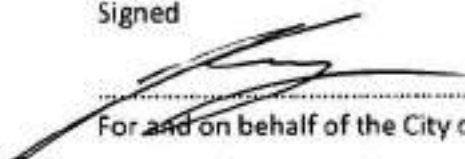
Scheme Description
Development No 292/C064/13

- 7.6 The developer will enter into a development contract to complete its obligations in accordance with the development approval 292/C064/12 and this scheme description.
- 7.7 The developer will create the titles in two stages by amending the primary community plan.

8. Endorsement of the City of Playford

- 8.1 All consents and approvals required under the *Development Act 1993* in relation to the division of land in accordance with his Scheme Description and the relevant plan of community division under the *Community Titles Act 1996* have been granted for the community title division of the Community Parcel into 56 community lots and common property.
- 8.2 However, this endorsement does not limit the right of a relevant authority under *Development Act 1993* to refuse, or place conditions on, development approvals under that Act in relation to other development envisaged by the Scheme or other authorisations still required.
- 8.3 In this regard you are reminded that development plan consent, building rules consent and development approval is still required for improvements and the use of each community lot and other forms of development (as defined in the *Development Act 1993*) that have not to date received all required authorisations. Similarly, other forms of development (as defined in the *Development Act 1993*) that have not been referred to in this Scheme Description will require an application to be lodged with the relevant authority for the necessary authorisations.

Signed



For and on behalf of the City of Playford

Dated :-

17/6/15

9. Execution by the Developer

Executed by the Developer this ^{29th} Day of June 2015

HPG PROJECTS PTY LTD
A.C.N. 129 334 498

By the authority of


.....
Director


.....
Director / Secretary

Enquiries: Mr J Leverington
Telephone: 8258 0359
Facsimile: 8258 0374
E-mail: J.Leverington@playford.sa.gov.au

DECISION NOTIFICATION FORM

Development No: 292/C-64/2013

Weber Frankiw & Assoc Pty Ltd
The Centre
178 Main Road
MCLAREN VALE SA 5171

OWNER: Ayles Construction Pty Ltd
LOCATION OF PROPOSED DEVELOPMENT:

26 Hamblynn Road, ELIZABETH DOWNS SA 5113
Lot 2 Sec 3152 DP 14661 Hd of Munno Para
CT-6072/662

Nature of Proposed Development: Community Division (1 into 56).
From: THE CITY OF PLAYFORD

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable
Development Plan Consent	✓	12		
Land Division	✓			
Land Division (Strata)				✓
Building Rules Consent				✓
Public Space				✓
Other				✓
Development Approval	✓	12		

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

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Signed: 

Council Chief Executive Officer or delegate

Date of Decision: 27 March 2014
Date: 27 March 2014



City of Playford
Civic Centre
10 Playford Boulevard
ELIZABETH
Mailing Address :
12 Bishopstone Road
DAVOREN PARK SA 5113

DEVELOPMENT APPLICATION NO 292/C-64/2013

Development Plan Consent Conditions of Approval

Council Conditions:

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in the development application.
2. Driveways shall conform to AS2890 including opposite road junctions.
3. All crossovers/driveways shall be a minimum of 1m away from all street infrastructure including street trees.
4. Any costs associated with service relocations/tree removals, etc. shall be borne by the developer and approval of which is at Council's discretion.
5. The driveway gates shall be recessed into property to ensure vehicles do not encroach into the carriageway.
6. The developer shall provide a street tree every 5.0m along the length of development adjacent the public realm or a negotiated bond amount for this work.

Development Assessment Commission conditions:

7. The financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water H0009853). The developer must inform potential purchasers of the community lots in regards to the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.
S A Water also advise that for further processing of this application by SA Water, to establish the full requirements and costs of this development, the developer will need to advise SA of their preferred servicing option. Information of our servicing options can be found at:
<http://www.sawater.com.au/SAWater/DevelopersBuilders/ServicesForDevelopers/Customer+Connections+Centre.htm>.
For further information or queries please contact SA Water Land Developments on 7424 1119.
8. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

EPA conditions:

9. The detailed design of the stormwater management system (including the bio retention basins and re-use) must be established in accordance with the treatment train proposed in the Ayles Constructions Campbell Road, Elizabeth Downs Stormwater Management Plan dated 4 April 2013 and must:
 - a. Ensure runoff is maintained at pre-development levels
 - b. Ensure groundwater resources are not impacted
 - c. Mitigate flood risk
 - d. Meet the following quality targets :

Suspended solids (SS)	80% retention of the typical urban annual load with no treatments
Total Phosphorus (TP)	45% retention of the typical urban annual load with no treatment
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LAPSE OF APPROVAL

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APPEALS

If you are aggrieved by the decision or any condition imposed you may appeal to the Environment Resources and Development Court within two months of receipt of the Decision Notification for the Consent.

Enquiries: Mr J Harlan
Telephone: 8258 0327
Facsimile: 8258 0374
E-mail: jharlan@playford.sa.gov.au



City of Playford
Civic Centre
10 Playford Boulevard
ELIZABETH
Mailing Address:
12 Bishopstone Road
DAVOREN PARK SA 5113

PLANNING CONSENT NOTIFICATION

Development No: 292/528/2013

Ayles Construction Pty Ltd
69 Warri Parri Drive
FLAGSTAFF HILL SA 5159

OWNER: Ayles Construction Pty Ltd

LOCATION OF PROPOSED DEVELOPMENT:

26 Hamblynn Road, ELIZABETH DOWNS SA 5113
Lot 2 Sec 3152 DP 14661 Hd of Munno Para
CT-6072/662

Nature of Proposed Development: Two Storey Residential Flat Buildings - 56 Units

From: THE CITY OF PLAYFORD

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Development Plan Consent	YES	7
Planning Scheme Consent	REQUIRED	
**Development Approval	REQUIRED	

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

****This is NOT full Development Approval**

No work can commence on this development unless a development approval has been issued by Council. If one or more consents have been granted on this notification form, you must not start any site works or building work or change the use of the land until you have also received notification of a development approval.

Signed: 

☒ Council Chief Executive Officer or delegate

Date of Decision: 21-Oct-2013
Date: 31-Oct-2013

DEVELOPMENT APPLICATION NO. 292/528/2013

Development Plan Consent Conditions of Approval

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in the development application.
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3. Gates or fences shall be fitted between the shopping centre and the rear fence of the development to prevent public access to this area.
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5. Five (5) trees will be planted in accordance with the "2297. Fitzsimons Coleman Rd WD Tree Location" tree replacement plan dated 13 August 2013 by the next planting period (autumn/winter 2014), and shall thereafter be nurtured and maintained to the reasonable satisfaction of Council, with any diseased, dying or deceased plants being replaced in accordance with the plan.
6. As soon as practicable after removal of the regulated and significant tree stumps, the site shall be cleared and the area made safe.
7. Openable windows shall be included on the ground floor plan of each dwelling to Councils satisfaction.
REASON: To ensure energy efficiency through cross ventilation.

Advisory Notes:

Carport enclosure

Carports shall not be enclosed without prior written consent from Council.

Human habitation

Garages shall not be used for human habitation without prior written consent from Council.

This approval refers only to Development Plan Consent, Building Rules Consent must be obtained prior to commencement of work.

LAPSE OF APPROVAL

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If you are aggrieved by the decision or any condition imposed, you may appeal to the Environment, Resources and Development Court within two (2) months of receipt of the Decision Notification for the Consent.

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT NUMBER
292/C064/13

TITLE REFERENCE
CT TO ISSUE

O.B./LAST PLAN REF. TOTAL AREA

COMMUNITY DIVISION

ALLOTMENT 100 IN DN 292/D009/13

HUNDRED MUNNO PARA

AREA ELIZABETH DOWNS

COUNCIL CITY OF PLAYFORD

ENLARGEMENT Z

SCALE 0 5 10 15 20 25 METRES



13/13

DEVELOPMENT No 252/C064/13
SCHEME DESCRIPTION

DEVELOPMENT NO 252/C064/13

VEICER TRADING AND RESOURCES PTY. LTD.

Surveying Consultants

Cad Ref: 6499-01com

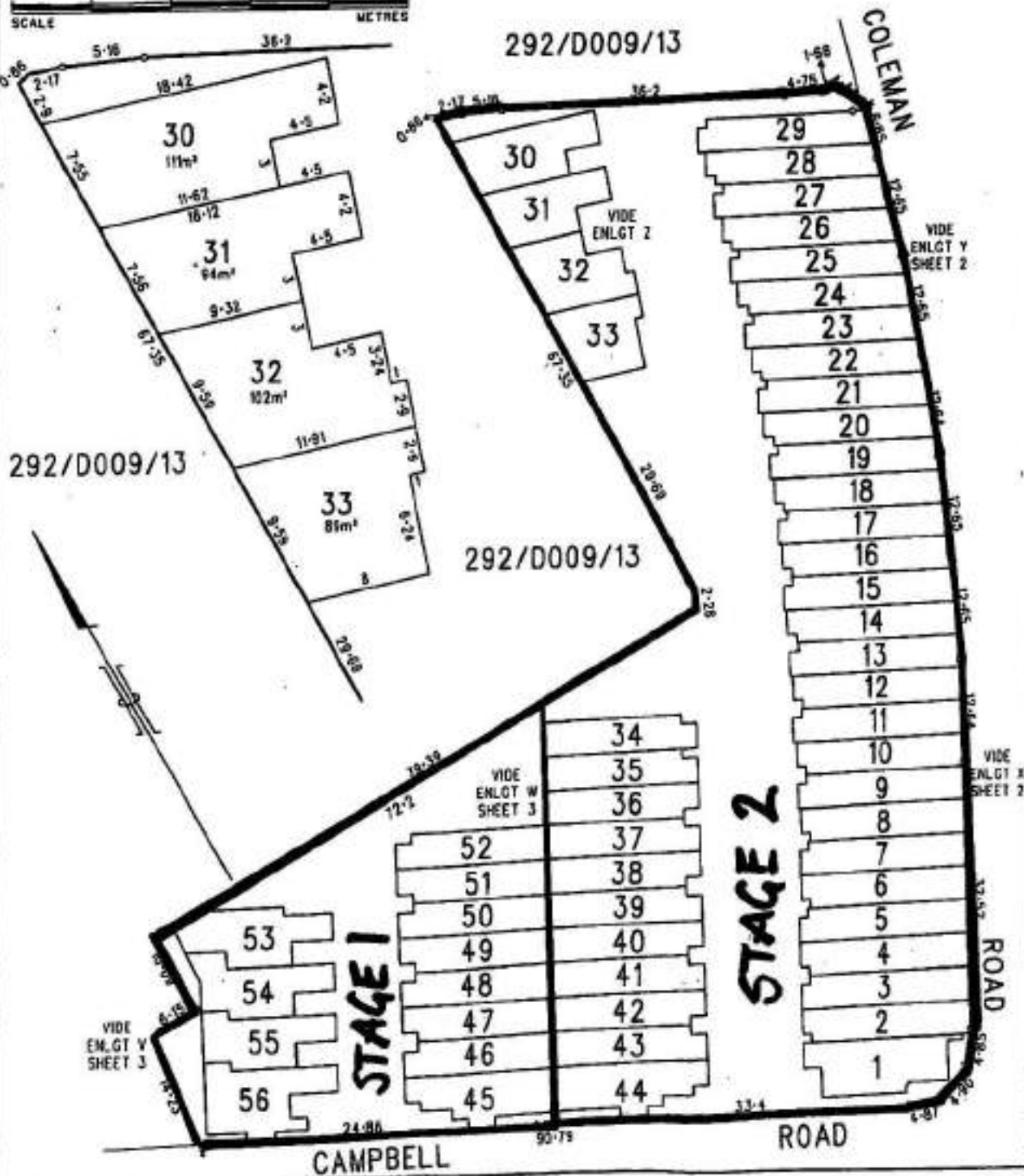
178 Main Road, Milnera Vale South Australia 5171
Telephone (08) 8333 8881 Facsimile (08) 8333 8888
Email: survey@veicertres.com.au
ACR 505 171 857

PAGE 1 OF 3

LOCATION PLAN

SCALE 0 10 20 30 40 50 METRES

STAGING PLAN



**NOTICE TO TENANT OF LEASE EXTENSION**

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: Sukhpreet Kaur Mandal Tenant 2:

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 9/5 Campbell Road

Street 2:

Suburb: Elizabeth Downs State: SA Postcode: 5113

I give you notice that your current lease expires on 04 / 09 / 2024

(insert date)

Your current rent is \$ 375.00 per week

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further ~~12~~ months 52 weeks.

(Strike out whichever is not appropriate)

The lease extension will expire on 03 / 09 / 2025

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~.

(Strike out whichever is not applicable)

The new rent will be \$ 405.00 per week with the first payment due on 30 / 09 / 2024

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

☒ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 31 / 07 / 2024 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

**NOTICE TO TENANT OF LEASE EXTENSION**

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1

Handwritten signature of Sukhpreet Kaur Mandal in black ink.

Date: 18/06/2024

Tenant Name

Sukhpreet Kaur Mandal

Signed by Tenant 2

Date:

Tenant Name

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

Handwritten signature of the Landlord in black ink.

Date: 18/06/2024

☒ Agent as authorised ☐ Landlord