

REAL PROPERTY ACT, 1886



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 6263 Folio 960

Parent Title(s) CT 6246/18
Creating Dealing(s) ACT 13682189
Title Issued 17/12/2021 **Edition** 2 **Edition Issued** 29/12/2021

Diagram Reference

Estate Type

FEE SIMPLE

Registered Proprietor

MARYANNE CARMEL RULE
MARTIN JAMES RULE
OF APT 13 328 ESPLANADE MOANA SA 5169
AS JOINT TENANTS

Description of Land

LOT 13 PRIMARY COMMUNITY STRATA PLAN 42654
IN THE AREA NAMED MOANA
HUNDRED OF WILLUNGA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
15/12/2021	13682190	BY-LAWS	FILED
15/12/2021	13682191	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

LOCAL GOVERNMENT RATES SEARCH

TO: Eckermann Vendor Statements
 PO Box 191
 CAMPBELLTOWN SA 5074

13 February 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 84164
 Valuer General No : 8614316161
 Valuation : \$510,000.00
 Owner : Mrs Maryanne Carmel Rule & Mr Martin James Rule
 Property Address : 13/328 Esplanade MOANA SA 5169
 Volume/Folio : CT-6263/960
 Lot/Plan No : Community Plan Parcel 13 CP 42654
 Ward : 01 South Coast Ward

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

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

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

Total Rates Levied 2024-2025 **\$1,759.81**

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

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year Overpayment	-\$879.81
	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$880.00
Property Related Debts	\$0.00

BPAY Biller Code: 421503 **TOTAL BALANCE**
Ref: 1543490841643 **\$880.00**

AUTHORISED OFFICER
 Jessica Dahlitz

This statement is made the 13 February 2025

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

For your information:

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

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

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

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

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

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

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

How to advise us of change of ownership?

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

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

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

Electronic settlement of funds is still preferred.

IMPORTANT INFORMATION REGARDING SEARCHES

Eckermann Vendor Statements
PO Box 191
CAMPBELLTOWN SA 5074

Attention Conveyancers

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

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

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

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

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

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S70823/2025

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Eckermann Vendor Statements
PO Box 191
CAMPBELLTOWN SA 5074

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	120268
VALUER GENERAL NO	:	8614316161
VALUATION	:	\$510,000.00
OWNER	:	Mrs Maryanne Carmel Rule & Mr Martin James Rule
PROPERTY ADDRESS	:	13/328 Esplanade MOANA SA 5169
VOLUME/FOLIO	:	CT-6263/960
LOT/PLAN NUMBER	:	Community Plan Parcel 13 CP 42654
WARD	:	01 South Coast Ward

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

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

Application Number	145/409/2019
Description	Construction of a three storey mixed use building comprising a shop on ground level and 20 apartments, carparking and landscaping - Stage 1: All works excluding the external store rooms & canopy
Decision	Approved
Decision Date	06 November 2020

Development Plan Consent Conditions

1. All development shall be completed in accordance with and maintained in accordance with the plan(s) Future Urban Planning Report dated 21 February 2019 Aplin Cook Gardner drafted drawings SK002 SK013 dated 19 February 2019 and documents submitted with and forming part of the development application, except where varied by the following condition(s).
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. The cafe and dwellings shall not be occupied until all necessary infrastructure has been provided to the site, including but not limited to a formed and sealed driveway, water supply and sewerage services, drainage/stormwater disposal and electricity services.
4. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times and established prior to occupation of the development. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
5. The driveway and car parking areas shall be paved or surfaced, drained and marked to accepted engineering standards prior to the occupation of the development and shall be maintained in good condition at all times.
6. For compliance with the Coast Protection Boards coastal flooding risk standard, minimum building site and finished floor levels of 2.9 metres and 3.15 metres, relative to the Australian Height Datum, respectively, are required.
7. The ground floor apartments shall be constructed to the relevant Building Code of Australia standards to reasonably enable a change of use and classification to a Class 6 shop.
8. The dwellings/ apartments are to be used as permanent residential dwellings and/or short-term tourist accommodation, and constructed to Class 2 standards under the Building Code of Australia.
9. Graffiti shall be removed from any structure on the site at the cost of the applicant or owner within 2 business days of the graffiti being placed on the structure.
10. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

Planning Act 1982 (repealed)

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

Building Act 1971 (repealed)

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

Planning and Development Act 1966 (repealed)

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

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Tourism Development (TD)

Subzones

No

Zoning overlays

Overlays

Hazards (Bushfire - General) (General)

The Hazards (Bushfire - General) Overlay seeks to ensure development responds to the general level of bushfire risk by siting and designed buildings to mitigate threat and impact of bushfires on life and property and facilitate access for emergency service vehicles.

Native Vegetation

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

Prescribed Water Resources Area

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

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 designated State Heritage Place/Area? NO

Is the land designated as a Local Heritage Place? NO

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

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

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

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

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

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

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

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

Section 127

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

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

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

Section 50(2)

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

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84

Enforcement notice NO

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

Enforcement Order NO

Part 11 Division 2

Proceedings NO

Fire and Emergency Services Act 2005

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

Notice NO

Section 56 (repealed)

Notice issued NO

Food Act 2001

Section 44

Improvement notice <i>issued against the land</i>	NO
<i>Section 46</i> Prohibition order	NO
Housing Improvement Act 1940 (repealed)	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
Land Acquisition Act 1969	
<i>Section 10</i> Notice of intention to acquire	NO
Local Government Act 1934 (repealed)	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Local Government Act 1999	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	
Local Nuisance and Litter Control Act 2016	
<i>Section 30</i> Nuisance or litter abatement notice <i>issued against the land</i>	NO
Planning, Development and Infrastructure Act 2016	
<i>Section 139</i> Notice of proposed work and notice may require access	NO
<i>Section 140</i> Notice requesting access	NO
<i>Section 141</i> Order to remove or perform work	NO
<i>Section 142</i> Notice to complete development	NO
<i>Section 155</i> Emergency order	NO
<i>Section 157</i> Fire safety notice	NO
<i>Section 192 or 193</i> Land Management Agreements	NO
<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO

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

Public and Environmental Health Act 1987 (repealed)

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

South Australian Public Health Act 2011

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

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

<i>Further information held by council</i> Does the council hold details of any development approvals relating to: (a) commercial or industrial activity at the land; or (b) a change in the use of the land or part of the land (within the meaning of the <i>Development Act 1993</i>) or the <i>Planning, Development and Infrastructure Act 2016</i> ?	YES
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145/409/2019 – Construction of a three storey mixed use building comprising a shop on ground level and 20 apartments carparking and landscaping.

Note –

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

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

It should be noted that –

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

General

Easement

NO

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

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

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

NO

Caveat

NO

Other

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

NO

PLEASE NOTE:

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

This statement is made the 12 February 2025

Cherie Bonham
Team Leader for Development Support
AUTHORISED OFFICER

Property Interest Report

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

Title Reference	CT 6263/960	Reference No. 2647594
Registered Proprietors	M C & M J*RULE	Prepared 12/02/2025 15:11
Address of Property	Apartment 13, 328 ESPLANADE, MOANA, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

also

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

also

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

also

Contact the vendor for these details |

6. Repealed Act conditions

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

also

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

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

7. Emergency Services Funding Act 1998

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

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

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. **Land Tax Act 1936**

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

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

20. **Local Government Act 1934 (repealed)**

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

21. **Local Government Act 1999**

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

22. **Local Nuisance and Litter Control Act 2016**

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

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

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

24. **Mining Act 1971**

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

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

Code Amendment

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

Code Amendment

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

Code Amendment

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

Code Amendment

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

752 664.

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

order

also

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

30. *Plant Health Act 2009*

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

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

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

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

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

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

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

also

The Office of the Technical Regulator in DEM will respond with details relevant to this item

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

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

36. Other charges

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

Other Particulars

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

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) 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.

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY: **Name:** Eckermann
Address: charis.lynch@eckermanns.com.au

REGARDING: **Corporation:** Community Corporation 42654 Inc.
Unit No. & Address: 13/328 Esplanade Moana
Owners: Martin James Rule
Maryanne Carmel Emily Rule

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 320

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$886.97	31/03/2025
Sinking Fund Levy	\$40.00	31/12/2024
Current Levy	Amount	Frequency
Admin Fund Levy	\$886.97	Quarterly
Sinking Fund Levy	\$40.00	Quarterly

1.3 Arrears

Levies	Due as at 13/02/2025	Charged but due after 13/02/2025
Sinking Fund Levy	\$0.97	\$0.00
Amount Due	\$0.97	\$0.00

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



Biller Code: 96503
Ref: 23201195700042654132

1.4 Lot Expenditure by the Strata Corporation

- (a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings
-
- (b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings
-

1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$55,071.14 comprising Admin: \$43,329.45 and Sinking: \$11,741.69
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings
- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :

Refer to minutes of meetings

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

Refer to minutes of meetings

Water Payment Method:

PART 2 : INSURANCE

Insurer : SCI (Allianz)

Type of Cover	Sum Insured	Policy Number	Expiry Date
Fidelity Guarantee	\$250,000.00	HU0006074685	30/11/2025
Lot Owners fixtures and improvements	\$250,000.00	HU0006074685	30/11/2025
Building	\$8,000,000.00	HU0006074685	30/11/2025
Government Audit Costs	\$25,000.00	HU0006074685	30/11/2025
Voluntary workers	\$200,000.00	HU0006074685	30/11/2025
Public Liability	\$30,000,000.00	HU0006074685	30/11/2025
Common contents	\$80,000.00	HU0006074685	30/11/2025
Office Bearers	\$1,000,000.00	HU0006074685	30/11/2025
Machinery breakdown	\$100,000.00	HU0006074685	30/11/2025

Notes

PART 3 : DOCUMENTS SUPPLIED

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

PART 4 : DOCUMENT INSPECTION

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

Statement Dated 13/02/2025

Signed for and on behalf of Community Corporation 42654 Inc.



Stephen Lobo

BODY CORPORATE MANAGER

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

The Community Titles Act requires that :

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

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

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777
Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED
ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE (to be filled in only for new owners)

Community Corporation 42654 Inc.
13/328 Esplanade Moana

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

CORRESPONDENCE TO OWNER / AGENT _____ ACCOUNTS TO OWNER / AGENT (please circle) _____

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

RENTAL MANAGER/AGENTS _____
(if applicable) _____
ADDRESS _____

CONTACT PERSON _____
CONTACT DETAILS HOME _____ WORK _____
MOBILE _____ EMAIL _____

TENANT NAMES _____
CONTACT DETAILS HOME _____ WORK _____
MOBILE _____ EMAIL _____

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

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

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

Minutes of the Annual General Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **20th of February 2024 commencing at 4:00 PM**
Location **Via Video/Conference by Zoom, South Australia**

Present in Person

Lot: 1 Adleon Investments Pty Ltd
Lot: 5 Peter Newbold Trethewey (by Zoom)
Lot: 16 Ms Anastasia Michos
Lot: 17 Holland Property Trust and JN Macris Pty Ltd
Lot: 19 C&D Family Trust
Lot: 20 Giuseppe Angeli
Lot: 21 Ben Bowering (by Zoom)

Apologies

Nil.

Present by Proxy

Lot: 3 John Kenneth Heywood by Proxy to Strata Data
Lot: 4 Rosalynd Vivienne Schmidt by Proxy to Doug Schmidt
Lot: 6 Zachary Kalamboyas by Proxy to Strata Data
Lot: 9 Anthony James Russ by Proxy to Strata Data

In attendance

Carman Adams representing Strata Data
David Weber representing Lot 1
Doug Schmidt representing Lot 4
Sasha Proudlock representing Lot 17
Craig Mcrostie representing Lot 19

Quorum - 9

The Body Corporate Manager advised that the Corporation had currently 4 un-financial lots with the payments due \$7,590.65 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4.04 pm.

Chairperson

It was resolved "that Carman Adams of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 28th March 2023 and 29th September 2023, be accepted as a true and correct records of those meetings." *Carried Unanimously*"

Financial Report

It was resolved “that the statement of income and expenditure for the period Wednesday 21 December 2022 to Wednesday 20 December 2023 was reviewed, received and accepted as an accurate record of the corporation’s current financial standing.” *Carried Unanimously*

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

Financial Statement Audit

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

Review of Sums Insured

General Advice Warning

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

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

The Body Corporate declined to have an insurance valuation, but resolved to endorse **with immediate effect**, an increase in the insurance sum from \$6,500,000.00 up to the following amounts.

It was resolved “that the sums insured be:

Building Insurance	\$8,000,000.00
Common Area Insurance	\$80,000.00
Public Liability Insurance	\$20,000,000.00 – Unless at no additional fee then remain as \$30,000,000.00
Office Bearers Liability	\$500,000.00 – Unless at no additional fee then remain as \$1,000,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$250,000.00
Machinery Breakdown	\$100,000.00
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	30/11/2024
Last Valuation Date	None on File
Last Valuation Sum	None on File

Flood Cover

The policy currently includes flood cover.

Craig Mcrostitie advised the members present that they would speak with PSC Brokers to arrange quotations for the insurance, at renewal and Strata Data is appointed to place this with the company as advised by the Presiding Officer on behalf of the corporation. Where instruction is not provided prior to expiry of the existing policy, the policy will be renewed with the current insurer” *Carried Unanimously*

Contents and Landlords Insurance

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

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

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non-Approved Contractors

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

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to arrange the cleaning of gutters, box gutters and re-silicone of any roof penetrations showing signs of deterioration, once per year in April by Maintenance Matters.

Common Cleaning- Review of Current Schedule

The members present agreed to continue with Laurinex Services for the common cleaning twice a week in line with the current scope of works:

Weekly Scope of Works

- Spot clean wall marks (as required)
- Dust and remove cobwebs in hallways/foyer/entrance (as required)
- Vacuum Carpet Hallway (First Floor)
- Vacuum Carpet Hallway (Second Floor)
- Vacuum & Mop - Entrance (Ground Foyer)
- Vacuum & Mop - First & Second Floor (Foyers)
- Spot clean entry doors (weekly)
- Detail clean of lifts, all stainless steel to be polished and streak free (all levels)
- Ensure bin area is tidy (as required)
- Report any graffiti, damage, vandalism, or hazards (each visit)

Fortnightly Scope of Works

- Blow carpark area (quarterly - check area fortnightly)
- Stairwell Vacuum/Sweep Southern End (fortnightly)
- Stairwell Vacuum/Sweep Northern End (fortnightly)

It was noted that the management committee was seeking additional tenders to ensure the above contractor is remaining competitive and were authorised to change contractors if required.

Grounds Maintenance – Review of Current Schedule

It was resolved “that Currensea would be contracted to attend to grounds maintenance on a quarterly basis (i.e. 2hrs) in line with the following scope of works.” *Carried Unanimously*

Scope of Works

- Weed control
- Prune and shape trees
- Supply and install fertiliser
- Water management and general tidy up
- General rubbish removal

Foyer Painting Update

The Body Corporate Manager advised the members present that the Foyer Painting commenced the day of the meeting and encouraged owners that if they had not booked in their access for their doors to be painted to arrange this immediately with the painter to ensure they do not incur additional fee call outs if the painter is required to return to paint their doors.

Change Gate Code

After discussions, it was resolved “that the gate code would be changed every six (6) months when the gate is serviced. The contractor would be instructed to provide the new code to Strata Data as soon as the code has been updated so they can arrange for the new code can be sent to all owners, agents, and current and once off contractors for their reference.” *Carried Unanimously*

Painting of Concrete Stoppers

The Body Corporate Manager advised the members present that an owner’s agent had raised concerns that the concrete stoppers in the car park could pose a tripping hazard and they recommended the concrete stoppers be painted yellow to highlight this said hazard.

After discussions, it was resolved “that the members present did not feel any action was required at this time.” *Motion Carried with 10 FOR & 1 AGAINST*

Waste Bins – Additional Bin over Christmas and New Year

The members present advised the meeting that over the Christmas break and New Years period an additional pick up of the waste bins were required.

Strata Data was requested to ensure an additional pick up would be arranged over the above period every year or if the contractor does not service over the public holidays that an additional waste bin be dropped off over this period to handle the additional needs of the corporation and returned after this period.

Bird Monitoring

Peter Newbold Trethewey advised the members present that some of the birds had returned and additional cleaning was required.

After discussions, it was resolved “that:

- Peter Newbold Trethewey would provide Strata Data with photos of the concerned areas for the contractor’s reference and would continue to monitor the area moving forward.
- Strata Data was requested to have all the areas with bird faeces pressured cleaned by Laurinex Services once Peter has provided photos as featured above.

- The Management Committee were appointed to proceed with the bird deterrent should the monitoring of the situation prove the problem is growing and becoming a health and safety concern.” *Carried Unanimously*

Signage to Stairs

Peter Newbold Trethewey advised the members present that residents were become confused as to which door they need to open to access the common property and were sometimes accessing their apartment on the occasions the door was left open.

After discussions, it was resolved “that Peter Newbold Trethewey would provide a photo of the best location for a sign to be install to direct residents to the correct door. Once the photo is available Strata Data would then arrange for a sign to be created and installed in the location provided by Peter Newbold Trethewey.” *Carried Unanimously*

Other Relevant Business

Sinking Fund Analysis

Section 113 of the Community Titles Act places an obligation on the Body Corporate where there are 7 Lots or more, or where insurance upon the common property exceeds \$100,000.00, to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

It was resolved “that Craig Mcrostie would complete a Sinking Fund Analysis that would provide a five (5) year forecast that would to be tabled at the next Annual General Meeting”. *Carried Unanimously*

Maintenance Condition and Safety Report

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

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

It was resolved “that completion of a Maintenance Condition and Safety Report is not required at this time.” *Carried Unanimously*

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

Statutory Warranty Limitations (Building Defects)

It was resolved "that a Statutory Warranty Limitations report was not required at this time.” *Carried Unanimously*

Individual Lock Box Installation Approvals (Special Resolution)

It was resolved “that Lot owners may install their own individual lock box to the common external walls either above or to the side of the top right of their air conditioner condensers (as per the photo that accompanied the agenda notice) depending on existing services with a lock box similar to the model shown in the supporting document that accompanied this agenda notice provided they are installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.” *Carried Unanimously*

Recovery of Costs (Unanimous Resolution)

It was resolved “that in the event that the Corporation takes action against a unit owner in respect of unpaid levies or breaches of any By-Law, that unit owner is liable for all costs incurred in relation to any action, including (but not limited to) any debt collector commission, legal fees and disbursements.” *Carried Unanimously*

Lockbox Approval for Lot 18

It was resolved “that Lot 18 be permitted to install two (2) lockboxes on the side back wall of the parking area as per the photo that accompanied the agenda notice provided, they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.” *Carried Unanimously*

Subsidiaries Parking Numbers (Special Resolution)

It was resolved “that Lot Owners are permitted to install apartment number (letterbox numbers) to their parking concrete stopper subsidiary provided they are in keeping with the colours and schemes of the ones already installed, they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.” *Carried Unanimously*

Strata Data was requested to write to Apartment 9 to see where they purchased their sticker/signage for the concrete stopper so this information could be noted to the corporation’s resolution document and provided to all owners for their future reference.

It was resolved “that Lot Owners are permitted to blacken their parking space subsidiary number and repaint with their apartment number provided the paint markings are in keeping with the colours and schemes of the ones already installed, they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.” *Failed Unanimously*

It was noted the reason the above motion failed was because the corporation was concerned that the parking spaces could end up with multiple parking spaces labeled with the same numbers, which would create more confusion. For example, Parking space 4 may be for Apartment 12 and then if apartment 4 changed their number, there would be two (2) parking spaces labelled 4.

Repainting all Parking Subsidiaries with the Apartment Number

After the above two (2) discussions, member present advised the above option was not required at this time.

Door Smart Locks

“that Lot Owners are permitted to Door Smart Locks (the exact style that accompanied the agenda notice as this meets with the fire door specifications) they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.” *No vote was taken as after discussion the following amended motion was put forward:*

It was resolved “that Lot Owners are permitted to install Door Smart Locks to their front apartment doors (the exact style that accompanied the agenda notice as this meets with the fire door specifications) in the colour **Brushed Metal Only (not Black)**, provided they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.” *Carried Unanimously*

Lot 3 Proxy Instructions

The Body Corporate Manager read Lot 3's proxy instructions out to all members present that raised concerns about some items that had been raised previously or discussed at committee level (painting, interior design options and vending machine) and that some of these items were being financed from the sinking fund.

The Body Corporate Manager noted the instructions in the previously minutes for all members present reference and why these items had been re-raised and then confirmed a voted had then taken place by all owners.

The Body Corporate Manager further advised the members present that any owner can add previously voted on items to the corporation's agendas at any time, as often members do change their minds once additional information has been provided that addressed concerns raised in first or second discussions or when new members commence in the corporation, as they too can bring a different point of view that can change the outcome/s.

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$120,371.00. This Budget was not approved, as the sinking fund report was not required.

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

Administration Fund	\$110,871.00
Sinking Fund	\$ 5,000.00
Total Contribution	\$115,871.00

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

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

It was resolved "That A special levy totalling \$3,000.00 would be raised to cover the cost of the insurance premium. That the levy would be due and payable on the 1/09/2024 by entitlement mode of division with the levy to be sent with the minutes." *Carried Unanimously*

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

Election of Officers

It was resolved "that Mr Craig McRostie be appointed to the position of Presiding Officer; Sasha Holland be appointed to the position of Secretary and Giuseppe Angeli be appointed to the position of Treasurer for the forthcoming year. That the Secretary be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation and be the main contact point between Strata Data and the corporation. That a committee comprising of the following owners is appointed." *Carried Unanimously*

Committee Members

Lot: 1 Anastasia Michos and David Webber acting as Anastasia Proxy.

Lot: 3 Giuseppe Angeli

Lot: 4 Doug Schmidt

Lot: 17 Sasha Holland

Lot:19 Craig McRostie

After discussions, it was resolved “that even though Doug Schmidt was not an owner (which is a legislative requirement to become a committee member unless the property is owned by a commercial lot) that his nomination to become a committee member would be accepted as he represents Lot 4.” *Carried Unanimously*

Appointment of Body Corporate Manager

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

The agreed management fee for the coming year is \$5,148.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 19th February 2025 at 3.00 pm by Zoom or RSVP at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 6.30 pm.



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

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

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

How can I access the Portal?

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

Minutes of the Annual General Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **28th of March, 2023 commencing at 4:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot 1 Adleon Investments Pty Ltd
Lot: 3 John Kenneth Heywood & Helen Haywood (via Teleconference)
Lot: 4 Rosalynd Vivienne Schmidt
Lot: 7 Jennifer Clark & Matthew Ian Clark (via Teleconference)
Lot: 8 Trevor Alan Fudge
Lot: 10 Rachel Louise White (via Teleconference)
Lot: 13 Martin James Rule & Maryanne Carmel Emily Rule (via Teleconference)
Lot: 16 Ms Anastasia Michos
Lot: 17 Holland Property Trust and JN Macris Pty Ltd (via Teleconference)
Lot: 19 C & D Family Trust (via Teleconference)
Lot: 20 Giuseppe Angeli (via Teleconference)
Lot: 21 Ben Bowering (via Teleconference)

Apologies

Nil

Present by Proxy

Lot: 9 Anthony James Russ by Proxy to Strata Data

In attendance

Lauren Zebian representing Strata Data
Ms Anastasia Michos representing Lot 1
John Kenneth Heywood & Helen Haywood (via Teleconference) representing Lot 3
Susan Linley Nerlich representing Lot 12
David Weber representing Lot 16
Sasha Proudlock representing Lot 17
Craig Mcrostitie representing Lot 19

Quorum

The Body Corporate Manager advised that the Corporation had currently 2 un-financial lots with the payments due 1/02/2023 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4:00 pm.

Chairperson

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

Confirmation of Minutes

It was resolved “that the minutes of the previous General Meeting(s), held on 21 February 2022 and 29th September 2022 be accepted as a true and correct records of those meetings with the exception of the following amendment.” *Carried Unanimously*

Amendment to Extraordinary General Meeting

- The quorum section should have read fees due by 1st July 22 and not 1st July 23.

Financial Report

It was resolved “that the statement of income and expenditure for the period Tuesday 21 December 2021 to Tuesday 20 December 2022 was reviewed, received and accepted as an accurate record of the corporation’s current financial standing.” *Carried Unanimously*

The members present raised concerns around the cost of the waste collection and after discussion, it was resolved “that Strata Data would contact Remondis to determine if they could remove one (1) of the waste bins or change the bin frequency, to assist in reducing the monthly costs. Once the information is available, it would be sent to the Management Committee who were appointed to make the necessary changes to save overall costs.” *Carried Unanimously*

Strata Data was requested to investigate the cost of \$1,717.36 for the gate repairs and to confirm if the maintenance should have been covered under warranty of works, as there have been continuous issues for a newly installed gate and to provide the outcome of the investigation in a post meeting note.

Post Meeting Note: Hutchinson Builders advised Strata Data that there is an extended warranty on the gate motor to the 16/05/2023. Strata Data have notified Automatic Solutions to seek reimbursement of the cost that the Body Corporate have incurred.

Strata Data was requested to investigate the gate repair invoice of \$459.80 and provide findings to the Management Committee.

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

Review of Sums Insured

General Advice Warning

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

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

The Body Corporate declined to have an insurance valuation and resolved “that the Body Corporate thought it would be appropriate that Craig McRostie and David Weber given their combined building experience investigate the current construction costs and present their recommendations as to the Building Sum Insured to the Management Committee for their formal instructions.” *Carried Unanimously*

It was resolved "that the sums insured be:	
Building Insurance	To be Advised
Common Area Insurance	To be Advised
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$250,000.00
Machinery Breakdown	\$100,000.00
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	30/11/2023
Last Valuation Date	None on File
Last Valuation Sum	None on File

Flood Cover

The policy currently includes flood cover.

Once formal instructions have been received by the Management Committee, Strata Data would be appointed to place this insurance with CHU through PSC Wright Fahey Pty Limited on behalf of the Corporation." *Carried Unanimously*

It was noted that the investigation of constructions costs would be provided four (4) prior to renewal of the insurance policy.

Contents and Landlords Insurance

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

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<https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

PDS and FSG

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

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non-Approved Contractors

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

Maintenance Requirements

Common Cleaning- Review of Current Schedule

The Body Corporate Manager advised the members present that Laurinex Cleaning advised that the property had been much dirtier than usual over the last month, and they recommended the body corporate increase the cleaning frequency from twice (2) a week to three (3) times a week. The cost of each service would be \$120 per service excluding GST.

The members present agreed to continue with Laurinex Services for the common cleaning twice a week in line with the current scope of works:

Weekly Scope of Works

- Spot clean wall marks (as required)
- Dust and remove cobwebs in hallways/foyer/entrance (as required)
- Vacuum Carpet Hallway (First Floor)
- Vacuum Carpet Hallway (Second Floor)
- Vacuum & Mop - Entrance (Ground Foyer)
- Vacuum & Mop - First & Second Floor (Foyers)
- Spot clean entry doors (weekly)
- Detail clean of lifts, all stainless steel to be polished and streak free (all levels)
- Ensure bin area is tidy (as required)
- Report any graffiti, damage, vandalism, or hazards (each visit)

Fortnightly Scope of Works

- Blow carpark area (quarterly - check area fortnightly)
- Stairwell Vacuum/Sweep Southern End (fortnightly)
- Stairwell Vacuum/Sweep Northern End (fortnightly)

Grounds Maintenance – Review of Current Schedule

The Body Corporate Manager tabled the quotation from Currensea to continue with their quarterly services (scope of works included are Weed control, prune and shape trees, supply and install fertiliser, water management, general tidy up, general rubbish removal) that accompanied the agenda notice for the cost of \$1,160.00 annually.

After discussion, it was resolved “that Currensea services would be terminate as the corporation no longer requires the ongoing maintenance, and that Strata Data would arrange this termination.” *Carried Unanimously*

It was noted that the irrigation out the front of apartment 3 had been split and the water had currently been turned off. It was agreed that Strata Data was to arrange for a contractor to attend and investigate the issue and provide the contractors findings to the Management Committee for further instructions.

Anchor Point Installation

The Body Corporate Manager tabled the quotations for the anchor point installations that accompanied the agenda notice from:

Sky High Access	\$5,685.00 plus GST
Walkway Systems	\$14,685.00 including GST (rope access system)
Walkway Systems	\$2,970.00 including GST (hatch access system)

The Body Corporate Manager tabled the quotations for the window cleaning that accompanied the agenda notice from:

Sky High Access	\$1,985.00 plus GST (boom lift – recommended by contractor as best method)
	\$3,845.00 plus GST (utilising temporary edge protection)

After discussion, it was resolved “that Sky High Access would be contracted to undertake the window cleaning with a small boom for access (so anchor points don’t need to be installed) for \$1,985.00 + GST with works to be financed from the Administration Fund. It was noted that accessible sliding doors and windows leading to the balconies would be cleaned by the individual owners. The Management Committee was appointed to provide further instructions.” *Carried Unanimously*

It was noted that warranty of the windows was discussed, and it was agreed that the window cleaning schedule would be implemented to meet the warranty guidelines.

Barrel Locks on Doors

The Body Corporate Manager advised that Strata Data had attempted to obtain a quotation from the locksmith however, there had been no further responses to their requests.

The members present agreed that no action on the above item was required at this time.

Timber Fence Painting

The Body Corporate Manager tabled the quotations for the preparation and painting of the timber fence that accompanied the agenda notice from:

ProBuild Australia	\$10,348.80
Bradley Trade Services	\$16,333.35

After discussion, it was resolved “that Mr David Weber would source another quotation to ensure best value is being achieved. Once the quotation is available, it would be forwarded to the Management Committee to provide their formal instructions.” *Carried Unanimously*

Hose Reel Defect

The Body Corporate Manager tabled the hose reel defect from FESSA that accompanied the agenda notice for \$1,320.00.

After discussion, it was resolved “that Strata Data would confirm if the above maintenance falls under the building warranty or deemed the body corporates expense. Once a response is available, it would be forwarded to the Management Committee for their formal instructions.” *Carried Unanimously*

Post Meeting Note: Strata Data contacted the Hutchinson Builders, and they have advised that they would forward the enquiry onto the contractor who undertook the works to the hose reel to repair.

Fire Evacuation Diagrams

The Body Corporate Manager tabled the quotation for the fire evacuation plans from FESSA that accompanied the agenda notice for \$2,833.60.

The members present advised the meeting that the above item was not required at this time.

CCTV Installation Update

The members present asked the Body Corporate Manager on an update on the CCTV installation.

The Body Corporate Manager advised the members present that the CCTV contractor had not provided their building licencing status to gain LinkSafe approval for a formal work order to be sent and whilst the special levy was raised the corporation did not have adequate funds in the administration fund due to Lot 2 debt.

It was resolved "that that should the approved contractor be unable to undertake the job immediately following Easter that the Management Committee would source an alternative quotation and be appointed to provide further instructions." *Carried Unanimously*

It was noted that the quotation originally approved for the CCTV would be sent to Martin James Rule

Common Interiors

Interior design proposal

A discussion to took place regarding the interior design proposal that included the installing of seating space, wall art etc. to the foyer area, Level 1 and Level 2 including the spreadsheet of special levy costs that accompanied the agenda notice as proposed by the Management Committee.

It was resolved "that Level 2 Lots could proceed with the common interior design improvements at their own cost, with the Management Committee being appointed to make the judgement of what quality and what items are to be installed, ensuring the items are low maintenance and that any wall art installed would be screwed in tightly to ensure the items do not get stolen. Once costs have been confirmed, a Special Levy for Level 2 Lot owners would be raised by entitlement mode of division with a due and payable date of 21 days into the Sinking Fund." *Carried Unanimously*

It was noted that majority of owners objected to the common interior improvements to the common Ground Foyer and Level 1 floors at this time due to security concerns but would reconsider the improvements in the future once the CCTV has been installed to give owners additional peace of mind.

Foyer Painting & Cladding

The Body Corporate Manager tabled the quotations for the foyer painting and cladding works that accompanied the agenda notice for the following contractors:

Bradley Trade Services	\$24,172.00 (painting all floors)	\$12,879.51 (cladding)
ProBuild Australia	\$7,003.92 (foyer and level 1)	\$8,186.64 (only lift cladding)

After discussions, it was noted that the painting quotations obtained were very expensive and it was resolved "That the Body Corporate would proceed with painting of the common walls only and the emergency exit doors (there are two) in the foyer area, Level 1, and Level 2, excluding cladding and painting of the ceilings and apartment doors. The scope of works would include two (2) coats of wash and wear paint in the existing body corporate colour scheme. The Management Committee was appointed to obtain alternative quotations and once quotations have been approved by the Management Committee that the special levy breakdown analysis (that accompanied the agenda notice) would be updated and special levies for each lot would be raised into the Sinking Fund by entitlement mode division with a due and payable date of four (4) weeks of the levy being struck." *Carried Unanimously*

Other Relevant Business

Statutory Warranty Limitations (Building Defects)

Strata Data advised that Section 32 (5) and (6) of the Building Work Contractors Act 1995 places a limitation of the time (5 years) permitted to commence proceedings against a builder relating to building defects. The time prescribed by this legislation may not be extended.

Strata Data recommended that the Body Corporate obtain a Building Diagnostic Audit within the first 18 months of the buildings completion/handover to ensure the following.

- > Building work has been performed in a proper manner to an acceptable trade standard in accordance with the plans and specifications agreed to by both parties
- > All materials supplied by the contractor for use in the building work are good and proper
- > The building work was performed in accordance with all statutory requirements
- > The building work will be performed with reasonable diligence
- > The dwelling will be reasonably fit for human habitation

After discussion, it was resolved that this item be placed on the agenda of the next Annual General Meeting for discussion. *Carried Unanimously*

Special Levy Refund

It was resolved "That any Special levies raised to fund the debt recovery and legal action in regard to the owner of Lot 2 be refunded to all owners via lot entitlement." *Motion Failed Unanimously as members present put forward the following amendment.*

Special Levy Refund Amendment

It was resolved "That any Special levies raised to fund the debt recovery and legal action in regard to the owner of Lot 2 be accumulated and kept in the sinking fund to save for major works." *Motion Failed with 1 FOR, 10 AGAINST & 2 ABSTAINED*

Special Levy Refund

It was resolved "That upon instruction from the Management Committee that any Special levies raised to fund the debt recovery and legal action in regard to the owner of Lot 2 be refunded to all owners via lot entitlement if and when funds permit." *Motion Carried with 11 FOR, 0 AGAINST & 2 ABSTAINED*

Post Meeting Note: The Body Corporate Manager investigated the shortfalls in the administration fund and the main reasons for this shortfall was due to Lot 2 not paying their levies, but also unforeseen costs that could not be seen due to increased costs that are incurring in the economy and due to the building being new and new expenses occurring. It was noted that the levy that was raised to finance this shortfall after the meeting was labelled CCTV Install was incorrect and should have advised Shortfall in Administration Funds as the original special levy for CCTV had been raised into the sinking fund and had not been used to fund these shortfalls as indicated above. When these works took place after Easter, this invoice was paid from the sinking fund as per the Extraordinary General Meeting Minutes.

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$76,442.00 This Budget was approved:

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

Administration Fund	\$71,442.00
Sinking Fund	\$ 5,000.00
Total Contribution	\$76,442.00

This contribution is payable quarterly and divided by entitlement on 1st July 2023.

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

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

Election of Officers

It was resolved “that Mr Craig McRostie be appointed position as Presiding officer, Sasha Holland as Secretary and Giuseppe Angeli as Treasurer for the forthcoming year and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners was appointed.” *Carried Unanimously*

Committee Members

Lot: 1 Anastasia Michos
Lot: 3 Giuseppe Angeli
Lot: 8 Trevor Alan Fudge
Lot: 12 Susan Nerlich
Lot: 17 Sasha Holland
Lot:19 Craig McRostie

Appointment of Body Corporate Manager

After discussion, it was resolved “That Strata Data be re-appointed as body corporate manager for a period of 3 months, with the contract being extended by majority decision of the Management Committee. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate.” *Carried Unanimously*

Next Annual General Meeting

The next Annual General Meeting will be held on 20th of February 2024 at 4pm at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 7:30 pm.



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

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

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

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



Summary Financial Statement

Community Corporation 42654 Inc.
Address: 328 Esplanade Moana, South Australia 5169
ABN: 72710310775

Version: 03.10.01

Date Printed 09/01/2024

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STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 21/12/2022 AND 20/12/2023

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$731.65	-	\$731.65
Admin Fund Levy	\$64,109.23	-	\$64,109.23
Interest on Overdue Levies	\$363.48	-	\$363.48
Interest Received	\$345.81	-	\$345.81
Sinking Fund Levy	-	\$3,820.72	\$3,820.72
Special Levy (Admin Fund)	\$12,030.60	-	\$12,030.60
Special Levy (Sinking Fund)	-	\$23,705.27	\$23,705.27
TOTAL INCOME	\$77,580.77	\$27,525.99	\$105,106.76
OUTGOINGS			
Audit	\$845.20	-	\$845.20
Bank Charges	\$7.37	-	\$7.37
Body Corporate Management	\$5,049.00	-	\$5,049.00
Cleaning Common Areas	\$13,882.85	\$1,046.19	\$14,929.04
Community App Subscription	\$306.46	-	\$306.46
Debt Recovery Fees	\$243.87	-	\$243.87
Disbursements	\$1,501.12	-	\$1,501.12
Door & Lock Repairs & Maintenance	\$533.00	-	\$533.00
Electrical Works	-	\$5,797.97	\$5,797.97
Electricity	\$3,317.36	-	\$3,317.36
Fire Equipment Contract	\$6,133.49	-	\$6,133.49
Fire Equipment Repairs & Maintenance	\$5,050.10	-	\$5,050.10
Fobs, Swipe Cards, Remotes, Keys	\$80.00	-	\$80.00
Gate Repairs & Maintenance	\$157.30	-	\$157.30
General Repairs & Maintenance	\$971.21	-	\$971.21
Grounds Maintenance	\$580.00	-	\$580.00
Insurance Premium	\$26,318.92	-	\$26,318.92
Irrigation Repairs & Maintenance	\$330.00	-	\$330.00
Legal Fees	\$424.71	-	\$424.71
Lift Phone	\$599.94	-	\$599.94
Lift Repairs & Maintenance	\$36.72	-	\$36.72
Lift Service Contract	\$5,181.76	-	\$5,181.76
Meeting Fees	\$1,283.67	-	\$1,283.67
Painting	-	\$7,920.00	\$7,920.00
Pest Control	\$275.00	-	\$275.00
Public Officer	\$125.00	-	\$125.00



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STRATA DATA

Roof Repairs & Maintenance	\$617.10	-	\$617.10
Rubbish Removal	\$8,179.00	-	\$8,179.00
Security Contracts	\$572.00	-	\$572.00
Signs	\$478.08	-	\$478.08
Tax Return	\$206.00	-	\$206.00
Transfer Between Funds	(\$4,170.00)	\$4,170.00	-
Window Cleaning	\$2,183.50	-	\$2,183.50
TOTAL OUTGOINGS	\$81,299.73	\$18,934.16	\$100,233.89

SUMMARY

OPENING BALANCE AS AT 21/12/2022	\$5,243.44	\$6,978.67	\$12,222.11
TOTAL INCOME	\$77,580.77	\$27,525.99	\$105,106.76
TOTAL OUTGOINGS	\$81,299.73	\$18,934.16	\$100,233.89
CLOSING BALANCE AS AT 20/12/2023	\$1,524.48	\$15,570.50	\$17,094.98
NET SURPLUS	(\$3,718.96)	\$8,591.83	\$4,872.87



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STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 21/12/2023 AND 20/12/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$102,383.51	-	\$102,383.51
Interest on Overdue Levies	\$258.00	-	\$258.00
Interest Received	\$838.10	-	\$838.10
Sinking Fund Levy	-	\$5,474.60	\$5,474.60
Special Levy (Admin Fund)	\$3,112.96	-	\$3,112.96
Special Levy (Sinking Fund)	-	\$1,554.84	\$1,554.84
TOTAL INCOME	\$106,592.57	\$7,029.44	\$113,622.01
OUTGOINGS			
Audit	\$375.90	-	\$375.90
Body Corporate Management	\$5,086.63	-	\$5,086.63
Building Repairs & Maintenance	\$1,354.47	-	\$1,354.47
Ceiling Repairs & Maintenance	(\$1,354.47)	-	(\$1,354.47)
Cleaning Common Areas	\$13,480.58	-	\$13,480.58
Community App Subscription	\$277.20	-	\$277.20
Debt Recovery Fees	(\$468.87)	-	(\$468.87)
Disbursements	\$1,506.06	-	\$1,506.06
Door & Lock Repairs & Maintenance	\$1,376.51	-	\$1,376.51
Electrical Works	\$265.19	\$860.52	\$1,125.71
Electricity	\$4,179.44	-	\$4,179.44
Fire Equipment Contract	\$5,925.65	-	\$5,925.65
Fire Equipment Repairs & Maintenance	\$713.90	-	\$713.90
Gate Repairs & Maintenance	\$1,643.62	-	\$1,643.62
General Repairs & Maintenance	\$570.11	-	\$570.11
Grounds Maintenance	\$957.00	-	\$957.00
Gutter Cleaning	\$2,194.50	-	\$2,194.50
Insurance Premium	\$17,814.98	-	\$17,814.98
Legal Fees	(\$424.71)	-	(\$424.71)
Lift Phone	\$148.50	-	\$148.50
Lift Service Contract	\$1,208.63	-	\$1,208.63
Meeting Fees	\$675.00	-	\$675.00
Painting	-	\$10,499.50	\$10,499.50
Pest Control	\$440.00	-	\$440.00
Plumbing Repairs & Maintenance	\$1,170.65	-	\$1,170.65
Public Officer	\$130.00	-	\$130.00
Rubbish Removal	\$9,775.78	-	\$9,775.78



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STRATA DATA

Security Contracts	\$572.00	-	\$572.00
Tax Return	\$215.00	-	\$215.00
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$69,938.25	\$11,360.02	\$81,298.27

SUMMARY

OPENING BALANCE AS AT 21/12/2023	\$1,524.48	\$15,570.50	\$17,094.98
TOTAL INCOME	\$106,592.57	\$7,029.44	\$113,622.01
TOTAL OUTGOINGS	\$69,938.25	\$11,360.02	\$81,298.27
CLOSING BALANCE AS AT 20/12/2024	\$38,178.80	\$11,239.92	\$49,418.72
NET SURPLUS	\$36,654.32	(\$4,330.58)	\$32,323.74

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **28th of September 2023 commencing at 10:30 AM**
Location **Postal Vote, South Australia**

Present in Person

Nil.

Apologies

Nil.

Present by Proxy

Lot: 1 Adleon Investments Pty Ltd
Lot: 3 John Kenneth Heywood
Lot: 4 Rosalynd Vivienne Schmidt
Lot: 5 Terese Jan Moore
Lot: 6 Zachary Kalamboyas
Lot: 7 Jake Ryan Trethewey
Lot: 9 Anthony James Russ
Lot: 13 Martin James Rule
Lot: 14 Mark Frahn
Lot: 16 Ms Anastasia Michos
Lot: 17 Holland Property Trust and JN Macris Pty Ltd
Lot: 19 C&D Family Trust
Lot: 20 Giuseppe Angeli
Lot: 21 Ben Bowering

In attendance

Carman Adams representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 4 un-financial lots with the payments due \$5,651.03 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10.30 am

Chairperson

It was resolved "that Carman Adams of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Painting of Internal Foyers – As agreed at the 2023 AGM - Special Resolution

It was resolved "that Adelaide Painting Services would be contracted to undertake the new two (2) tone painting of all three (3) internal foyers levels in Dulux Bosco Blue from floor to 1100 height and the remaining to be in line with current colour scheme in line with their quotation 12 for \$10,499.50 and S & H Painting be contracted to undertake the exterior timber and door painting in line with their quotation for \$7,920.00. A special levy of \$18,419.50 in total would be raised to finance these said

works by entitlement mode of division with a due and payable date of 16th October 2023. The management Committee would be appointed to provide further instructions." *Motion Carried with 10 FOR & 4 AGAINST*

Wall Hangings Interiors - Ordinary Resolution

It was resolved "that the management committee would arrange for wall hangings for all three (3) internal foyers levels in line with the committee meeting minutes and budget of \$10,000.00 in total. A special levy of \$10,000.00 in total would be raised to finance these said works by entitlement mode of division with a due and payable date of 1st February 2024. The management Committee would be appointed to provide further instructions." *Motion Failed with 5 FOR & 9 AGAINST*

Lot 1 Signage Approval - Special Resolution

It was resolved "that Lot 1 be permitted to installed a sign at the frontage of their lot in line with the photo that accompanied this said agenda notice provided it is installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/maintenance is the responsibility of the individual unit owner and when the tenancy changes hands that this said sign be removed and the frontage restored to its original condition." *Motion Carried with 12 FOR, 1 AGAINST & 1 ABSTAINED*

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 11.24 am.

Minutes of the Committee Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **5th of September 2023 commencing at 3:00 PM**
Location **Via Video / Teleconference by Zoom**

Present in Person

Lot: 17 Holland Property Trust and JN Macris Pty Ltd
Lot: 19 C&D Family Trust
Lot: 20 Giuseppe (Joe) Angeli

Apologies

Nil.

Present by Proxy

Lot: 1 Adleon Investments Pty Ltd by Proxy to David Webber

In attendance

Carman Adams representing Strata Data
David Webber representing Lot 1
Craig Mcrostie representing Lot 19
Sasha Holland representing Lot 17

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 3.04 pm.

Chairperson

It was resolved "that Carman Adams of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Financials

The Body Corporate Manager tabled financials from the period of 21.12.2021 to 31.08.2023 so the Committee could review all incoming and outgoing expenses since handover to gain a stronger understanding of the corporation's financial position.

The Body Corporate Manager noted that the corporation would have benefited from having an immediate special levy raised at settlement so the corporation would have had the recommended funds in their administration fund for 21 LOTS when commencing the corporation's funds. The recommended amount is \$1,000 per Lot each year upon closing each year.

The Treasurer advised the members present that he had reviewed, received, and accepted to be an accurate record of the corporation's current financial standing.

David Webber kindly offered to see if the tenant in Lot 1 would monitor the general waste usage once the peak season commences to ensure the current schedule meets the corporations needs and report back each month or quarter depending on the tenants flexibly to assist.

Maintenance Items

Foyer and Cladding Painting

The Body Corporate Manager tabled the supporting documents and quotations that accompanied the agenda notice:

AFD Interior Design	\$23,340.00
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Internal Painting – Two Tone Colours

Bradley Trade Services	\$24,172.00
S & H Painting	\$20,900.00
Adelaide Painting Services	\$ 9,545.00

External Painting

Pro Build	\$10,349.00
S & H Painting	\$ 7,920.00
Adelaide Painting Services	\$11,676.00

After discussions, it was agreed that the full furniture interior design expenses were not a priority at this time with consideration of owner's concerns around cost at the Annual General Meeting. It was agreed that only wall hanging costs would be put forward at this time and the additional furniture would be considered at another time. Sasha Holland kindly offered to review her own stock levels in wall hangings and source cheaper options and the committee would work together to undertake the installs of the frames in bid to keep costs to the minimum.

It was resolved "that the following quotations for the internal and external painting would be put forward to all owners at an Extraordinary General Meeting (EGM) once pricing has been confirmed for the wall hangings:

- Adelaide Painting Services for the internal painting in two (2) tone colours.
- S & H Painting for the external painting.

A special levy over two (2) payments would be put forward to raise funds in total to finance these works. The first payment would be due and payable on the 16th of October 2023, which would finance the painting works so these can take place prior to Christmas and the peak season. The second payment would be due and payable 1st February 2024, and this would finance the wall hangings.

It was noted that the internal painting would take approximately five (5) days to complete.

Foyer Door Closer – Update

The Body Corporate Manager advised the members present that the contractor attended to the foyers doors in June and to date the feedback on site has been positive indicating the service resolved the problem and was not closing.

Sound Engineer for Level 1 Noise Concerns – Outcome of Letters Update

The Body Corporate Manager advised the members present that a letter had been sent to all owners on Level 1 on the 26th of June 2023 to determine where and what was causing the noise on this floor and owners had to the 14th of July to provide their responses to the Body Corporate Manager to determine if an engineer was required and if yes provide the information necessary to the engineer.

It was noted that two (2) owners advised they had not incurred any noise issues on level 1 and only 1 response from owner advising they incur noise all the time. No other owners responded, indicating they too had not experienced the noise concerns raised.

After discussions, it was resolved "that a noise engineer was not required at this time until appropriate evidence was provided to the body corporate that the noise being experienced is deemed a body corporate responsibility and justifies the additional cost from the Administration Fund. Strata Data was requested to research additional sound proofing methods that owners could use to add additional sounding proofing to their lots if felt the need to reduce general noise levels. Once the research is available it would be sent to all owners for their reference." *Carried Unanimously*

Non-Slip Mats and Carpet Clean – Levels 1 & 2

The Body Corporate Manager tabled the quotation from cleaner for non-slip mats for \$87.50 each x 5, totals \$437.50 + GST and \$585.00 + GST for the steam cleaning of the carpets on levels 1 & 2.

The members present agreed that black non-slips mats would not suit the new colour and design of entry foyer. It was further agreed that the Management Committee would continue to source visually appealing non-slip mats to match the new colour scheme.

Strata Data was requested to confirm if any logos for the corporation were created as part of the selling process that could be used to print onto the entry mats. Once this information is available, it would be sent to the Committee and would be discussed further at the next Committee General Meeting.

It was resolved “that the carpet cleaning would proceed after the painting works have been completed.” *Carried Unanimously*

The Body Corporate Manager advised the members present that while conducting a site visit, they saw outdoor mats by each apartment door and advised as this is common property these items should be removed.

Strata Data was requested to write to all owners and agents to advise that residents must not house outdoor mats on the common property and to advise if they wish to use door mats that they house these inside their apartments. Appropriate indoor door mats are available at a variety of stores.

Window Cleaning

The Body Corporate Manager advised the members present that they were awaiting the window warranty information to determine the frequency of the window cleaning. It was noted that the cleaning was to include the cleaning of the window frames as this was a high priority to meet the warranty conditions as the cleaning protects the frames from salt corrosion.

Strata Data was requested to arrange Sky High Access to clean the windows by boom lift as agreed at the AGM in October until the frequency schedules could be confirmed as they were last cleaned early in the year. It was noted that accessible sliding doors and windows leading to the balconies would be cleaned by the individual owners.

Review of Security – CCTV (management of footage collections) & Automatic Gate (closing times)

The Body Corporate Manager advised the members present that for Impact Electrical to attend site to review and collect footage is \$110 +GST per hour, minimum 2-hour charge per visit. It was noted that Impact Electrical had also provided the corporation with procedure on how to download this footage for Committee Members.

After discussions, it was resolved “that only the Management Committee (when available) and Impact Electrical would be able to retrieve the CCTV footage when required. When owners require the footage urgently, they would need to email the Body Corporate Manager who would then provide authorisation to Impact Electrical who would then contact the owner directly to arrange payment of the above costs and delivery of the footage.” *Carried Unanimously*

The Body Corporate Manager advised the members present that the automatic gate takes about 15 minutes to self-close. Giuseppe (Joe) Angeli kindly offered to inspect the said gate and confirm the time required to improve security and provide instructions to the Body Corporate Manager who would arrange for the gate contractor to attend immediately to reduce the time limit improving overall security at the complex.

Security of the Common Power Points

Sasha Holland advised the members present that they had witnessed the resident using the common power to charge their vehicle.

Strata Data was requested to arrange for lockable covers to be placed over all the common PowerPoints and for two (2) keys to be provided. One (1) key would be placed in the key safe for contractors use and second (2) would be provided to Strata Data to house in the corporation's assets.

Other Business

Refund of Special Levy

The Body Corporate Manager advised the Committee against refunding the special levy that was used to top up the Administration Fund at the AGM for the reasons stated above under financials. It was noted that refunding this levy would deplete the administration fund and another levy would be required to replenish.

After discussions, it was resolved "that the special levy that was raised at the AGM in March would not be refunded back to the owners for the reasons stated above under the financial sections."

Carried Unanimously

Resident Handbook

It was resolved "that the resident handbook that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information."

Carried Unanimously

It was noted that the Retrieval of the CCTV footage motion above would be added to the resident handbook for owner's easy reference.

Short Stay Handbook

It was resolved "that the short stay handbook that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information."

Carried Unanimously

Internal Leak Policy

It was resolved "that the Internal Leak Policy that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information."

Carried Unanimously

Breach Procedure Policy

It was resolved "that the Breach Procedure Policy that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information." *Carried Unanimously*

Signage from Lot 1

The Body Corporate Manager table the photo provided by Lot 1 showing the position of where they would like to install additional signage. The Body Corporate Manager advised the members present that this proposal is deemed a special resolution and would require all owner's permission to install and recommended this item be added to the EGM once a signage proof is available to accompany the agenda notice.

Extended Appointment of Strata Data

After discussion, it was resolved "That Strata Data would be re-appointed as body corporate manager once the current agreement expires for 12 months on the condition that the current body corporate manager continues to manage the corporation. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate." *Carried Unanimously*

Next Committee Meeting

The next Committee General Meeting will be held on Tuesday 23rd of January 2024 at 3pm by Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 5.30 pm.

Minutes of the Committee Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana South Australia 5169*
Meeting Date **12th of December 2023 commencing at 3:00 PM**
Location **Via Video / Teleconference by Zoom, South Australia**

Present in Person

Lot: 1 Adleon Investments Pty Ltd
Lot: 17 Holland Property Trust and JN Macris Pty Ltd
Lot: 19 C&D Family Trust
Lot: 20 Giuseppe Angeli

Apologies

Nil.

Present by Proxy

Nil.

In attendance

Carman Adams representing Strata Data
David Webber representing Lot: 1
Craig McRostie representing Lot:19
Sasha Holland representing Lot:17

Quorum

The Chairperson declared that a quorum was not in attendance and the meeting was adjourned at 3.06 pm.

Chairperson

It was resolved "that Carman Adams of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Confirmation of Minutes

It was resolved "that the minutes of the previous Committee General Meeting, held on 5th September 2023 be accepted as a true and correct records of that meeting." *Carried Unanimously*

Review of Financials – 21/12/2022 to 31/11/2023

It was resolved "that the statement of income and expenditure for the period 21 December 2022 to 31 November 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

It was noted that Lot 11 was with credit recovery for their significant debt and the matter was pursuing to the courts.

Pigeon and defecation issue and potential Special Levy

The Body Corporate Manager tabled a quotation to supply and install anti-bird devices to the carpark for \$3,520.00.

It was resolved "that the above device was not required at this time, as the problem only appears to occur during spring. It was noted the corporation would budget for ongoing additional cleaning in the spring season and the situation would continue to be monitored." *Carried Unanimously*

Entry Mats and Rug for the Foyer

David Webber and Sasha Holland advised the members present of an update on the Mats and Rug for the Foyer. David Webber advised the Foyer Matt would be around \$300 each plus extra for logo and they are lifetime mats. He would also arrange for five (5) mats for the apartment's doors in the parking area (\$30.00 each), that are suitable for common property and won't cause a tripping hazard. They all would be the same colour (black) and provide the consistency required for the presentation of the corporation.

After discussion, it was resolved "that both options would be suitable for the mats and the rug, and both parties would confirm costs and send their proposals to the Body Corporate Manager once available to accompany the next Committee Meeting agenda notice in January." *Carried Unanimously*

Alternative Pricing for Artwork

Sasha Holland advised the members present that she was able to arrange an alternative solution to the decorating of the foyer and floors which would cheaper than the artwork.

After discussions, it was resolved "that Sasha Holland would arrange a new proposal after Christmas that would be sent with the next Committee Meeting's agenda notice and if approved would be added to the Annual General Meeting agenda for further discussions." *Carried Unanimously*

It was noted that Craig McRostie would confirm the turning circles for disability access along the wall way.

Vending Machine

The Body Corporate Manager tabled the vending machine proposal from Sasha Holland that accompanied the agenda notice. Sasha advised the members present of her direct pecuniary interest with the company of the vending machine providing full disclosure.

After discussion, it was resolved "that the members present advised they were in favour of the machine in general principle, but wanted a formal proposal of all costs that includes the wrapping and delivery of the machine for \$1,100.00, which would be paid off gradually from the income being earned (ten (10) percent of the earnings) and once paid off the income would then be paid into the corporation's sinking fund. Once the proposal is available in the new year it would be sent with the next Committee Meeting's agenda notice for further discussions." *Carried Unanimously*

Giuseppe Angeli kindly offered to confirm the appropriate locations in the foyer to ensure it would fit once Sasha Holland confirms the dimensions of the machines available. It was noted a power point would be required at the cost of the Body Corporate.

Logos

The Body Corporate Manager table the logos that accompanied the agenda notice and it was agreed that the light colour logo would be used for the foyer entry mat.

Lockable Covers

The Body Corporate Manager tabled the information that accompanied the agenda notice from Maintenance Matters of their findings when on site, noting the approximate cost of lockable covers would be \$500 to \$600.

It was resolved "that once funds are available that the lockable covers would be installed to the irrigation box PowerPoint, to restrict residents access this power point, which disturbs the irrigation programming." *Carried Unanimously*

Treatment of the Timber Works

Sasha Holland advised the members present that the painting of the timbers was taking place tomorrow and that it would cost approximately \$350.00 to paint the meter box doors that had deteriorate.

Strata Data was requested to send a work order to the painter to proceed with these extra works (meter box doors) and text the owners (Lots 1 to 5) providing them with the painter's contact details to provide them with an opportunity to have their decking repainted at their own costs if they wanted as these terraces were also showing signs of deteriorated.

Foyer Painting

David Webber advised the members present that the internal painting would commence approximately on the 1st of February 2024 once the peak traffic had slowed down.

It was noted that Sasha Holland would advise the Body Corporate Manager of the chosen colours to provide to the painter in preparation for these works.

Air Conditioner Condenser

David Webber tabled photos of their air conditioner that was starting to deteriorate (rust) due to being so close to the ocean and asked if these repairs would be covered under warranty.

The Body Corporate Manager and Craig McRostie advised the members present that these kinds of repairs are considered wear n tear and not covered under warranty. Craig McRostie advised the meeting that they had invested in the inside of the air conditioners being coated to withstand the impact of corrosion, but this wasn't available for the outer shell of the air conditioners.

David Webber offered to investigate the maintenance requirements to reduce or slow down this corrosion so this could be provided to all owners to assist them with this ongoing maintenance.

Next Committee Meeting

The next Committee General Meeting will be held on Tuesday 23rd of January 2024 at 3pm by Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4.15 pm.

Minutes of the Committee Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **23rd of January 2024 commencing at 3:00 PM**
Location **Via Video / Teleconference by Zoom, South Australia**

Present in Person

Lot: 1 Adleon Investments Pty Ltd
Lot: 17 Holland Property Trust and JN Macris Pty Ltd
Lot: 19 C&D Family Trust

Apologies

Nil.

Present by Proxy

Nil.

In attendance

Carman Adams representing Strata Data
David Webber and Anastasia Michos representing Lot: 1
Craig McRostie representing Lot:19
Sasha Holland representing Lot:17

Quorum

The Chairperson declared that a quorum was in attendance and the meeting commenced at 3.25 pm.

Chairperson

It was resolved "that Carman Adams of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Confirmation of Previous Minutes

It was resolved "that the minutes of the previous Committee General Meeting, held on 12th December 2023 be accepted as a true and correct records of that meeting." *Carried Unanimously*

Review and Update on Financials

It was resolved "that the statement of income and expenditure for the period 21 December 2022 to 31 December 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

It was noted that Lot 11 was with credit recovery for their significant debt and the matter was pursuing to the courts.

Entry Mats and Rug for the Foyer

David Webber and Sasha Holland advised the members present of an update on the Mats and Rug for the Foyer. David Webber advised he had not had a chance to arrange the sample for the Foyer Mat and order the five (5) apartment mats.

After discussion, it was resolved "that David Webber and Sasha Holland would confirm the costs of the foyer mat/rug and once available would email the Committee for the formal instructions to proceed. Once approved these works would be financed from the Sinking Fund once funds are available." *Carried Unanimously*

Decorating Foyer

Sasha Holland advised the members present that she was able to arrange an alternative solution to the decorating of the foyer and floors did not work out cheaper, so she explored large prints instead recommending one for each floor.

After discussions, it was resolved "that Sasha Holland would confirm the costs of the large prints and once available would email the Committee for the formal instructions to proceed. Once approved these works would be financed from the Sinking Fund once funds are available." *Carried Unanimously*

Vending Machine

Sasha Holland tabled the licence agreement and a sample of what the wrapping of the machine would look like for the vending machine for the Committee's review.

After discussion, it was resolved "that the members present advised they would review the agreement in more detailed and would email the Committee with their decision. When approval is granted, these works would be financed from the Sinking Fund once funds are available." *Carried Unanimously*

Strata Data was requested to have the PowerPoint installed on the wall where the vending machine will be installed. A photo of the location would accompany the work order for the contractor's reference.

Subsidiaries Parking Numbers

The members present discussed the confusion that is occurring with residents using the wrong parking spaces. Strata Data was requested to add the following special resolutions to the Annual General Meeting agenda:

"that Lot Owners are permitted to install apartment number (letterbox numbers) to their parking concrete stopper subsidiary provided they are in keeping with the colours and schemes of the ones already installed, they are installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner."

"that Lot Owners are permitted to blacken their parking space subsidiary number and repaint with their apartment number provided the paint markings are in keeping with the colours and schemes of the ones already installed, they are installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner."

Strata Data was requested to place the following agenda item on the Annual General Meeting agenda notice under other business:

- Repainting all Parking Subsidiaries with the Apartment Number

Proposed Budget for Annual General Meeting

The Body Corporate Manager tabled the proposed budget for 2024/2025 that would accompany the Annual General Meeting agenda.

After discussion, it was resolved "that proposed budget was reviewed, received and accepted as the increase was required to improve the corporation's financial standings and would accompany the Annual General Meeting agenda." *Carried Unanimously*

Strata Data was requested to arrange two (2) tenders for the cleaning and fire services, to ensure the current supplies are competitive. Once they are available, they would be sent to the Committee for their review and formal instructions.

Next Meeting

The next Committee General Meeting would be advised at a later date.

It was noted that the next Annual General Meeting was Tuesday 20th February 2024 at 4.00pm by Zoom and RSVP at Strata Data Offices.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4.17 pm.

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. LF 13682190

11:58 15-Dec-2021 2 of 3

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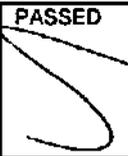
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SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
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CORRECTION	PASSED 
FILED	16 DEC 2021  REGISTRAR-GENERAL

PRO



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

Terms of Instrument not
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BY-LAWS
Development No. 145/C497/21/001

BY-LAWS

COMMUNITY PLAN NO. 42654

FOR

328 Esplanade Apartments

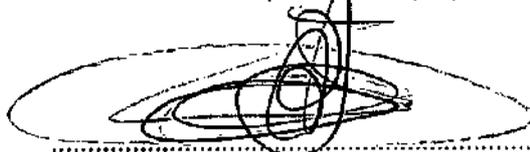
328 Esplanade Moana SA 5169

Form 10

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

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

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

A handwritten signature in black ink, consisting of several overlapping loops and a vertical stroke, positioned above a horizontal dotted line.

Rui Li of Athena Enterprises

Registered Conveyancer

109A Archer Street North Adelaide SA 5006

BY-LAWS

COMMUNITY PLAN NO. 42654

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BY-LAWS OF COMMUNITY CORPORATION NO. 42654 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

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

PART 1 - DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act shall apply to these by-laws and unless the context requires, the expressions:

Act means *Community Titles Act 1996 (SA)* as amended;

Building means the four (4) level residential apartment building together with ground floor commercial space, Common Property, car parking and storage areas to be constructed within the Proposed Apartment Site together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

Community Lot means any lot within the Building;

Common Property means the common property created by the Community Plan;

Community Parcel means the whole of the land comprised in the Community Plan and includes each distinct part or section of such land and all improvements thereon;

Community Plan means Community Corporation Plan No. 42654

Company (Kite Property) means Kite Enterprises Pty Ltd (RLA 204004) and their respective consultants, employees and agents;

Corporation means Community Corporation No. 42654 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Developer means 328 Esplanade Pty Ltd ACN 630 509 278, and includes any related body corporate (as defined by the *Corporations Act 2001 (Cth)*) of that entity that is or becomes involved in the Development;

Development means the construction of a residential apartment building on the Community Parcel comprised of two and three bedroom apartments together with ground floor commercial space, Common Property, car parking and storage areas and known as "328 Esplanade Apartments".

Lot or lot has the meaning given to it in the Act;

Lotholder means the owner of a Lot from time to time;

Lot Subsidiary has the meaning given to it in the Act;

Management Agreement means any agreement appointing the Managing Agent pursuant to Section 75(5) of the Act and Regulation 14 to the Act;

Management Committee means the management committee of the Corporation established pursuant to the Act (if one is established);

Managing Agent means the company for the time being appointed by the Corporation as its managing agent and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

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

owner or owners means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

Scheme Description means the scheme description to be prepared and lodged by the Developer in relation to the Development and in accordance with the Act;

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;

Sign means an advertisement, notice, sign or hoarding; and

Proposed Apartment Site means being portion of the land in Certificate of Title Volume 6246 Folio 18.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- a. A reference to an instrument includes any variation or replacement of it.
- b. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- c. The word "person" includes a firm, a body corporate, an association or an authority.
- d. A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.
- e. The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or

privileges shall prevail over these by-laws in respect of the person or persons to whom they are given.

- f. Without limiting the foregoing, these by-laws shall be read subject to the right of the Company (Kite Property) to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
 - i. allowing invitees to have access to the Common Property in the company of a representative of the Company (Kite Property);
 - ii. placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and
 - iii. the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development.
- g. Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:
 - i. any surveying, engineering and construction works on the Community Parcel;
 - ii. any repair, rectification or modification works; and
 - iii. any other works associated with the construction and completion of the Development.
- h. If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 – MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

- a. The Corporation is responsible for the administration, management and control of the Common Property.
- b. The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
 - i. the appointment of a Managing Agent pursuant to by-law 2.c;
 - ii. maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000.00; and
 - iii. the Corporation's obligations regarding insurance under the Act.
- c. The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common

Property on such terms and conditions as the Managing Agent considers reasonably appropriate.

- d. The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their visitors and invitees.

PART 3 – COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- a. hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- b. make or allow his or her visitors to make undue noise in or about the Community Parcel;
- c. interfere or allow his or her visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- d. be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- e. use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- f. damage or deface any building or sign or structure on the Community Parcel;
- g. disobey reasonable directions or requests from an officer of the Corporation;
- h. unless the Scheme Description or these by-laws prescribe or allow otherwise, operate a business of any kind or carry on or conduct any form of commercial activity from any portion of the Community Parcel or otherwise use any portion of the Community Parcel with the exception of the ground floor commercial space for such purposes without the consent of the Corporation;
- i. carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- j. obstruct any person's lawful access to any Lot or to the Common Property;

- k. park or stand a motor vehicle in a parking space allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- l. permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose (if any) and fitted with bicycle racks;
- m. rollerblade, rollerskate or ride a skateboard;
- n. ride any bicycles or drive any motorised vehicles (other than wheelchairs or vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- o. erect or fix any sign, notice, antenna or other communication equipment to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- p. allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- q. perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- r. paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- s. store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property or a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor chairs and tables;
- t. subject to any lease, licence or other right granted under by-law 30, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
 - i. extends outside the boundaries of a Lot; or
 - ii. is located on any balcony; or
 - iii. protrudes from any building or balcony forming part of a Lot,

- without first obtaining the written consent of the Corporation;
- u. use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
 - v. without the prior written consent of either the Corporation or the Managing Agent, have a party or event for more than 15 people in their Lot and/or the Common Property, excluding the ground floor Commercial / Retail tenancy. The owner or Occupier acknowledges that if the Corporation or the Managing Agent does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonable expenses incurred by the Corporation in relation to or in consequence of the party/event;
 - w. dispose or permit the disposal of cigarette ash, cigarette butts or any other material out any window, over any balcony or in Common Property;
 - x. the Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:
 - i. the Community Corporation and
 - ii. any relevant government authority.
 - y. Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s);
 - z. the Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law x shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.
 - aa. Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.
 - bb. It shall be a condition of any consent of the Corporation pursuant to by-law x that any Sign shall be produced by a sign-writer approved by the Corporation;
 - cc. The following are strictly prohibited:
 - i. paper or cardboard signs;
 - ii. transfers or stickers;
 - iii. exposed fixings;
 - iv. exposed wiring, ballasts;
 - v. moving or flashing signs;

- vi. animated signs or models;
- vii. "A" frames or similar signs; and
- viii. static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

5. Storage of Flammable Liquids

A Lotholder or Occupier must not:

- a. except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- b. do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

6. Disposal of Garbage

- a. A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
- b. A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- c. The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law 18:
 - i. the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (**Refuse Area**);
 - ii. all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;
 - iii. polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;
 - iv. paper is to be placed in the bins with yellow lids only; and
 - v. hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Area(s), the Building, Common Areas or disposed of in waste bins. The cost of removal and disposal of any hard rubbish, crates or unwanted furnishings

shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

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

8. Use of Community Lots

- a. A Lotholder or Occupier must not without the consent of the Corporation operate any business of any kind:
 - i. on any Community Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or
 - ii. unless the Scheme Description or these by-laws expressly state that the Lot may be used for such purposes; and
- b. unless such Lot situated within the ground floor commercial space and/or such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

PART 4 – COMMON PROPERTY

9. Corporation to Keep Common Property in Good Repair

- 9.1 The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

10. Prohibited Activities

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

- i. camp or sleep overnight;
- ii. play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- carry on any business except with the consent of the Corporation;
- iv. sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
- v. carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- vi. obstruct any corridor, hallway, passage or other access way;
- vii. obstruct the lawful use of the Common Property by any person;
- viii. use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- ix. smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- x. mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the consent of the Corporation;
- xi. damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;
- xii. use any portion of the Common Property for his or her own purposes as a garden;
- xiii. consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
- xiv. throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

11. Security of Common Property

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

12. Notification of Defects

12.1 A Lotholder or Occupier must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

13. Compensation to Corporation

13.1 A Lotholder or Occupier will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or his or her respective tenants, licensees or invitees or caused by any pets owned by, cared for or associated in any way whatsoever with that Lotholder or Occupier.

14. Restricted Use of Common Property

The Corporation may take all reasonable steps to ensure the security and to preserve the safety of the Common Property from fire or other hazards and without limitation may:

- a. close off any part of the Common Property not required for access to a Lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- b. permit, to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person, firm or company as a means of monitoring the security and general safety of the Lots, either solely or in conjunction with other Lots; and
- c. restrict, by means of a Security Key, the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

PART 5 – USE OF COMMUNITY LOTS

15. Good Repair

A Lotholder must:

- a. maintain the Lot in good repair;
- b. carry out any work ordered by a council or other public authority in respect of the Lot;
- c. carry out work required by the Corporation in respect of the Lot;
- d. maintain and repair any tiling on the Lot balcony and, if applicable, any tiling in the bathroom and kitchen of the Lot; and

- e. keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including all parts of the balcony that comprise Common Property, unless:
 - i. the Corporation resolves that it will keep the glass or specified party of glass clean; or
 - ii. that glass or part of the glass cannot be accessed by the Lotholder safely or at all.

16. Use of Lot

A person bound by these by-laws:

- a. must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- b. must not do, permit or cause on or about the Lot, any act, matter or thing whatsoever which is or may, in the opinion of the Corporation, be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- c. must allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- d. must pay all rates, taxes, charges, outgoings and assessments in respect of his or her Lot as they become due and payable;
- e. must, subject to the Act and these by-laws, notify the Corporation of any repairs and maintenance required to his or her Lot;
- f. must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- g. must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- h. must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if the Lotholder is absent or unable to do so for more than 7 days. If the Lotholder fails to comply with this by-law, the Corporation may remove such material;
- i. must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 17;
- j. must not do or omit any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and, without limiting the generality of the foregoing, the Lotholder or Occupier shall ensure that all fire, security and garage

doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

- k. must take every reasonable precaution when watering plants or flower boxes on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot Subsidiary or the Common Property;
- l. must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- m. must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- n. must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- o. must ensure compliance with fire laws in respect of the Lot; and
- p. must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

17. Renovation and Refurbishment of Lots

- a. A Lotholder or Occupier shall not perform or carry out any external refurbishment, renovation, alterations or additions and works to internal party walls to or upon the Lot unless:
 - i. such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to a consultant of its choosing;
 - ii. such person has consulted with the consultant appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such consultant;
 - iii. such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
 - iv. such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions; and
 - v. such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

- b. The Lotholder shall ensure that:
- i. all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
 - ii. all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - iii. all work is undertaken only between the hours of 8:00 am and 5:30 pm on Mondays to Saturdays other than public holidays;
 - iv. adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - v. any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
 - vi. all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - vii. all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
 - viii. all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions is effected and shall upon request from the Corporation, provide the Corporation with a copy of such insurance policy or cover;
 - ix. the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
 - x. all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
 - xi. where such person proposes to remove and replace the floor covering to the floor of any part of a Lot, and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must install an acoustic underlay, which has been approved by the Corporation, between the floor and the hard floor covering.
- c. For the purpose of this by-law, "refurbishment, renovation, alterations or additions" in relation to a Lot shall, without limiting their generality, include the following:
- i. the erection, alteration, demolition or removal of a building or structure;

- ii. the alteration of the external appearance of a building or structure;
 - iii. the removal of or addition to any structural or Common Property brick or any structural or Common Property concrete wall or slab construction;
 - iv. the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of the Lot;
 - v. the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of the Lot; and
 - vi. alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.
- d. Save and except for any refurbishment, renovation, alterations or additions expressly authorised pursuant to by-law 15 or by-law 17 hereof and performed or carried out in accordance with by-law c, a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Corporation.

18. Moving Articles to and from Lots

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

- a. goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation;
- b. goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;
- c. the approval of the Corporation referred to in by-laws a and b must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Community Lot. Approval is to be sought by contacting the Corporation's representative Community as otherwise notified by the Corporation in writing;
- d. delivery or movement of goods and/or furniture to and from a Community Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays, Sundays or public holidays;
- e. goods and/or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder and the Occupier;

- f. the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;
- g. care must be taken to ensure that any fire detector or sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;
- h. moving trucks are permitted to park in the zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture (subject to availability);
- i. if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation prior to the date of engagement. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;
- j. the Lotholder or Occupier must advise the removalist of the following requirements:
 - i. vehicles must be parked in the zone designated by the Corporation and must not block any road way; and
 - ii. furniture or goods must not be stacked or placed against in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;
 - iii. where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;
 - iv. the entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;
 - v. care must be taken to ensure that any fire detector or sprinkler heads are not struck by any object; and
 - vi. nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

19. Pets and Animals

- a. A Lotholder or Occupier may keep up to one small household animals in his or her Lot without the consent of the Corporation provided always that the Lotholder or Occupier must:

- i. do all things as is reasonably necessary to care and provide for the animal;
 - ii. keep the animal under control at all times and minimise any noise made by the animal; and
 - iii. must comply with all statutory requirements and regulations in respect of the animal.
- b. A Lotholder or Occupier must not keep any animal in his or her Lot (other than an animal which is permitted by the Act or by-law a) unless the written consent of the Corporation has been obtained.
- c. If any animal causes a nuisance, the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.
- d. A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.
- e. Nothing in this by-law shall:
- i. prevent or prohibit a Lotholder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lotholder or Occupier in respect of that disability; nor
 - ii. prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability,
- f. Nothing in this by-law shall permit a Lotholder or Occupier to keep an animal in his or her Lot which is a "guard dog" or a "prescribed dog" pursuant to the *Dog & Cat Management Act 1995 (SA)* (as may be amended from time to time).
- g. For the purposes of this by-law:
- i. **assistance animal** has the same meaning as in the *Equal Opportunity Act 1984 (SA)*;
 - ii. **relevant animal** means an assistance animal and a therapeutic animal;
 - iii. **small household animal** shall mean and include (but is not limited to) household dogs and cats (of such breed which is unlikely to exceed 15kg once fully grown), household birds, fish and reptiles; and
 - iv. **therapeutic animal** has the same meaning as in section 88A of the *Equal Opportunity Act 1984 (SA)*.

20. Leasing

20.1 Where a Lotholder leases a Lot, the Lotholder must, upon request inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease. A Lotholder must not lease his or her Lot for commercial purposes (excluding the ground floor commercial / retail lots) and must, at its own cost and expense, effect all insurance policies as may be reasonably required as a result of the Lotholder leasing the Lot.

21. Change in Ownership

21.1 A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, any change in address of a Lotholder or any change in the occupancy of the Lot.

22. Sale of Lot

A person bound by these by-laws:

- a. shall ensure that, in the event that a Lot is to be sold by auction, that the auction must take place outside the Community Parcel or wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- b. must not display or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- c. must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

23. Right to enter a Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right between 9am and 5pm on any business day and upon giving the Lotholder or the Occupier not less than seven (7) days notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

- a. to inspect a Lot;
- b. to carry out maintenance repairs or work; and

to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

24. Observance of By-laws

- a. Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- b. A Lotholder or Occupier shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

24.4 The Lotholder of a lot which is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lotholder shall take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:

24.4.1 ensure that it shall be a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;

24.4.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease, licence or other agreement shall be in writing that a copy of these by-laws is annexed thereto; and

24.4.3 provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

25. Indemnity and Release

A person bound by these by-laws shall:

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

26. Corporation may make Rules

26.1 The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and his or her tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

27. Removal of Persons

27.1 The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

28. Letting Services

28.1 The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or licence such letting service business to any third party at its discretion).

29. Window Coverings

a. A Lotholder or Occupier may install window furnishings to the interior of any windows or balconies in accordance with any one of the following three (3) specifications or equivalent material without the need to obtain the consent of the Corporation:

- i. Internal Sunscreen Roller Blind: Shaw Blind Fabrics, Duo Screen – White Grey.
- ii. Internal Blackout Roller Blinds: Shaw Blind Fabrics, Duo Block – Dove.
- iii. Balcony Blinds: Ricky Richards, Outlook Mode 553 – Blackstone
Headbox and side rails: Shale Grey

Lot holders are responsible for any authority approvals associated with external blinds.

b. Window treatments which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so.

30. Lease of Common Property

30. Subject to the provisions of the Act, the Corporation may grant a lease, licence or permit of a portion of, or grant or extinguish easements, easements of support, rights of way, encumbrances or the like, and enter into management agreements or other agreements over the Common Property on such terms and conditions as the

Corporation deems appropriate in favour of one or more Lotholders, Occupiers or other businesses and members of the public including without limitation other occupiers of the Proposed Apartment Site.

PART 6 – GENERAL

31. Insurance

- a. Each Lotholder must effect their own third party property, bodily injury and public risk insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- b. The policy of insurance to be effected by each Lotholder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- c. Each Lotholder must supply the Corporation with proof of insurance by providing a copy of the Lotholder's current receipted insurance schedule or policy on request.
- d. The Corporation shall effect such insurance of the Common Property as is required under the Act including:
 - i. building and other improvements on the Common Property for their full replacement value; and
 - ii. public liability in the sum of no less than \$10,000,000.00 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- e. Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.
- f. Each Lotholder must not permit any of their invitees to do anything that may prejudice, void or increase any premium payable under insurance effected by the Corporation.
- g. The Corporation will ensure that sufficient funds are obtained for the contributions payable by the Lotholders to enable payment of the premium for the policy of insurance effected by the Corporation.

32. Corporation's Rights and Powers – Unpaid Levies

- a. A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
 - i. the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws; and
 - ii. any costs that are ordered to be paid by the Lotholder to the Corporation by any court, tribunal or body with authority to order the payment of costs.
- b. If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any court of competent jurisdiction provided that, in respect of the Corporation and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 32.a against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- c. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- d. If, when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with that other person for the payment of the interest.
- e. The amount of any interest is recoverable by the Corporation as a liquidated debt.
- f. If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder, the Corporation may recover the amount spent as a debt in an action in any court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

33. Services

- 30.1 Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of

any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

34. Sinking Fund

- a. The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- b. The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.
- c. The following provision shall apply to any Sinking Fund established under this by-law 34:
 - i. the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;
 - ii. that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
 - iii. any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

35. Complaints and Applications

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

36. Security Keys

- a. The Corporation will determine the number of Security Keys it provides to each Lot free of charge, if any.
- b. The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- c. A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must take all reasonable precautions, including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier, to ensure the return of the Security Key to the Lotholder or the Corporation.
- d. A Lotholder or Occupier in possession of a Security Key must not, without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated

and must take all reasonable precautions to ensure that the Security Key is not lost and is not disposed of otherwise than by returning it to the Corporation.

- e. A Lotholder or Occupier must promptly notify the Corporation if a Security Key issued is lost or destroyed.

37. Permits

- a. In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- b. The Corporation shall have the power to grant permits in its absolute discretion (unless any by-laws provide to the contrary) to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- c. The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- d. The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- e. A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.
- f. A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.
- g. Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

38. Provision of amenities or services

- a. The Corporation may by Special Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or Occupiers of one or more of the Lots or to the Corporation:
 - i. cleaning;
 - ii. garbage disposal and recycling services;
 - iii. security services;
 - iv. communications;
 - v. telecommunication services (for example, cable television);

- vi. technology; and
- vii. intranet and internet services.

b. If the Corporation makes a Special Resolution referred to in by-law a to provide a service or amenity to a Lot or to the owner or Occupier of a Lot or to the Corporation, it must indicate in the Special Resolution the amount for which, or the conditions which, it will provide the service or amenity.

39. Elevators

39.1 Without limiting the provisions of by-law 18, elevators installed within the Building must be used only in accordance with the size and weight specifications displayed on the elevator walls by the manufacturer and no Occupier, owner or visitor to the Building may use such elevator contrary to those specifications.

40. Offences

40.1 A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. The maximum penalty for the breach of any of these by-laws is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34(3)(e) of the Act.

41. Breach

41.1 Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

42. Waiver

42.1 No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

43. Notice

43.1 Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if sent by email to the email address of the Lotholder as advised by that Lotholder in writing or hand delivered or sent by prepaid post to the address of the Lotholder as advised by that Lotholder in writing and shall be deemed to be sufficiently given:

- i. in the case of email on the date of transmission by the sender provided that the sender shall not receive a message indicating non receipt of the email;
- ii. in the case of hand delivery on the date of delivery; or

- iii. in the case of prepaid post two (2) business days after being sent by prepaid post.

In the event that the Lotholder has not provided an email or postal address to the Corporation, then notice shall be deemed to be sufficient given if left on the Lot addressed to the Lotholder.

44. Voting at General Meetings by Lotholders

- 44.1 Subject to the Act, each Lotholder holds 1 vote on any matter arising for decision at a general meeting of the Corporation.

ORIGINAL NOTES AVAILABLE

Orig. **LF 13682191**



11:58 15-Dec-2021
3 of 3

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
3	LF

AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED
16 DEC 2021	
FILED	
 REGISTRAR-GENERAL	

pro



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

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

COMMUNITY PLAN No. 42654

FOR

328 Esplanade Apartments

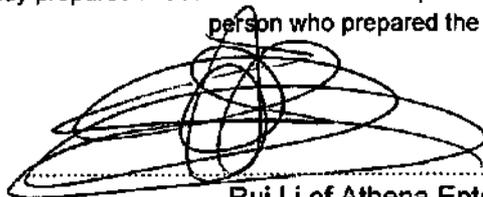
328 Esplanade Moana SA 5169

Form 10

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

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

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



Rui Li of Athena Enterprises
Registered Conveyancer
109A Archer Street North Adelaide

**COMMUNITY SCHEME DESCRIPTION
COMMUNITY PLAN NO. 42654**

INDEX

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1. Definitions/Interpretation

In this Scheme Description:

- 1.1 A term which is defined by the Act has the definition given to it in the Act;
- 1.2 **Act** means the *Community Titles Act 1996*;
- 1.3 **Building** means the three (3) level building comprising apartments together with any associated balconies, car courtyards and common property;
- 1.4 **Common Property** means the Common Property created by the Community Plan;
- 1.5 **Community Parcel** means the portion of the land comprised in Certificate of Title Register Book Volume 6246 Folio 18;
- 1.6 **Community Plan** means Community Plan No. 42654;
- 1.7 **Corporation** means Community Corporation No. 42654 Incorporated;
- 1.8 **Developer** means 328 Esplanade Pty Ltd ACN 630 509 278 and includes any related body corporate (as defined by the Corporations Act 2001) of the foregoing entity that is or becomes involved in the Development and/or the Project, as the case may be;
- 1.9 **Development** means the development of Community Lots in accordance with clause 5 of this Scheme Description and development of the Common Property in accordance with clause 6 of this Scheme Description;
- 1.10 **Development Approval** means the approval as amended or varied from time to time granted under the *Planning, Development and Infrastructure Act 2016* by the Development Assessment Commission as the relevant development authority pursuant to Development No. 145/C497/21/001;
- 1.11 singular includes plural and plural includes singular; and
- 1.12 headings do not affect interpretation.

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

- 2.1 The Community Parcel and the Community Lots and Common Property into which the parcel is to be divided the portion of the land in Certificate of Title Volume 6246 Folio 18 being the property located at 328 Esplanade Moana SA 5169 and known as "328 Esplanade Apartments".
- 2.2 The community plan is a plan to divide the Community Parcel into 21 community lots (**Community Lots**) comprising 1 commercial lot, 20 residential lots and Common Property.
- 2.3 There are no development lots.

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

3.1 The Community Lots shall be used for residential purposes and storage and car parking associated with residential use.

3.2 The Common Property is intended to be used for the purpose of providing:

- (a) access to the Community Lots and lot subsidiaries including entrance areas, walkways, ramps, driveways, passages and stairways;
- (b) lobby;
- (c) elevators and elevator shafts;
- (d) loading facilities;
- (e) garbage disposal and recycled green waste facilities;
- (f) storage areas and mail boxes;
- (g) car parks;
- (h) fire control;
- (i) airlocks and ducts;
- (j) communications and service infrastructure;
- (k) signage;
- (l) service areas including a storm water system;
- (m) services including meter reading, repairs and maintenance; and
- (n) for other uses approved by the Corporation from time to time.

4. Standard of Buildings and Other Improvements

4.1 For the standard of buildings and other improvements to be erected or made by the Developer, refer to clauses 5 and 6 of this Scheme Description.

4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Community 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.

5. Development of Community Lots

- 5.1 The Developer has developed a four (4) level building on the Community Parcel and developed the Common Property in accordance with the Development Approval.
- 5.2 The standard of the work performed and the materials used on the Community Lots is of a fair average standard with a higher standard of internal apartment finishes as the Developer, using reasonable endeavors, has determined.

6. Development of the Common Property

- 6.1 It is intended that the Common Property will be comprised of any one or more of the following:
- (a) the external structures of the Building constructed on the Community Parcel;
 - (b) walkways, stairways, driveways, pathways, passages, mail boxes, carpark, storage areas and entrance areas for access to the Community Lots and lot subsidiaries;
 - (c) elevators and elevator shafts;
 - (d) garbage disposal and recycled facilities and other waste facilities;
 - (e) a stormwater system and pump out system;
 - (f) signage;
 - (g) hot water system(s);
 - (h) storage areas including but not limited to storage for services, plant and equipment;
 - (i) communications area on the ground floor;
 - (j) main switchboard area on the ground floor;
 - (k) lobby area on the ground floor;
 - (l) common landscape areas;
 - (m) provision for service infrastructure including but not limited to fire hydrant, fire stairs, fire panel and water meter; and
 - (n) lighting on the Common Property.
- 6.2 The Developer has constructed the improvements referred to in clause 6.1 on the Common Property. Any such construction shall be in accordance with the Development Approval.

6.3 The standard of the work to be performed and the materials to be used on the Common Property are of a fair average standard with a higher standard of internal apartment finishes as the Developer, using reasonable endeavors, has determined and such works (if undertaken by the Developer) will be undertaken prior to the expiry of the Development Approval or granted extensions thereof.

6.4 The Developer shall be under no obligation to further develop the Lots or Common Property once the Development has been substantially completed.

7. Conditions of Development Imposed Pursuant to the Planning, Development and Infrastructure Act 2016

The division of the Community Parcel and construction of the building are subject to conditions imposed by the relevant development authority pursuant to the Development Approval.

These conditions are annexed.

8. Other Important Features of this Scheme

8.1 Telecommunications Leases

A portion of the roof may be leased to:

- (a) owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating communications equipment, telecommunications equipment and/or television receiving devices that the Lotherder and/or occupier may require. Any installed device must not be visible from street level.

8.2 General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Community Lots.

8.3 Air conditioning Units

Air conditioning units are proposed to be located on certain section of the common property and must not be located on roofs or balconies.

9. Apportionment of contributions

Any costs imposed by the Corporation which are attributable to or in respect of services, parts or facilities of the Common Property that are not for the benefit of or used by all Lots, but are used exclusively for the benefit of particular owners or occupiers of Lots shall be imposed on the owners or levied upon the Lots that have the use or benefit of those particular services, parts or

facilities of the Common Property in such proportions as the Corporation shall determine (acting reasonably).

10. Other Information Required by the Regulations to the Community Titles Act 1996

No other information is required by the regulations.

Terms of Instrument not
checked by Lands Titles Office

SCHEME DESCRIPTION
Development No. 145/C497/21/001

Endorsement by Relevant Development Authority

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

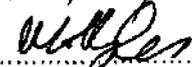
1. All the consents or approvals required under the *Planning, Development and Infrastructure Act 2016* in relation to the division of the land (and a change in use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division have been granted.
2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the *Planning, Development and Infrastructure Act 2016* in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the City of Onkaparinga.

Signed

 KYLE TAPSLOTT - SENIOR DEVELOPMENT OFFICER (PLANNING)

Witness



Date

7/12/21

Terms of Instrument not
checked by Lands Titles Office

SCHEME DESCRIPTION
Development No. 145/C497/21/001

**Annexure A – Land Division (Community Title) Approval Development No.
145/C497/21/001**

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DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Dock One Pty Ltd
Postal address: C/- Alexander Symonds Pty Ltd, PO Box 1000 Kent Town SA 5071
Email: dmaasdorp@alexander.com.au

IN REGARD TO:

Development application no.: 21027817	Lodged on: 16 Sep 2021
Nature of proposed development: 20A2252.PCCOM Community Title creating 20 additional allotments. Building Approval issued and buildings nearing completion.	

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 328 ESPLANADE MOANA SA 5169		
Title ref.: CT 6246/18	Plan Parcel: D3752 AL353	Council: CITY OF ONKAPARINGA

DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	23 Nov 2021	1	0	Assessment Manager at City of Onkaparinga
Land Division Consent	Granted	23 Nov 2021	3	0	Assessment Manager at City of Onkaparinga
Development Approval - Planning Consent; Land Division Consent	Granted	23 Nov 2021	4	0	City of Onkaparinga

FROM THE RELEVANT AUTHORITY: City of Onkaparinga
Date: 23 Nov 2021

CONDITIONS

Planning Consent

All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).

Land Division Consent

Condition 1

The common property area(s) and relevant services including:

- electricity
- water

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TO THE APPLICANT(S):

Name: Dock One Pty Ltd
Postal address: C\ - Alexander Symonds Pty Ltd, PO Box 1000 Kent Town SA 5071
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FROM THE RELEVANT AUTHORITY: City of Onkaparinga
Date: 23 Nov 2021

CONDITIONS

Planning Consent

All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).

Land Division Consent

Condition 1

The common property area(s) and relevant services including:

- electricity
- water

- drainage/stormwater
- effluent
- driveway and car parking areas
- telecommunications
- gas (if relevant)

shall be established in accordance with recognised engineering practice in accordance with the plan(s) submitted in the application (145/reference here) and prior to the occupation of the relevant dwellings relying on these services. Together with the landscaping, the common property and services shall be maintained in good condition at all times. If the developer does not complete the common property, this work and expense will become the responsibility of the subsequent purchasers of the community allotments.

Conditions Imposed by SPC Planning Services under Section 122 of the Act

Condition 2

Payment of \$158,160.00 into the Planning and Development Fund (20 allotment/s @ \$7,908.00 /allotment). Payment may be made via credit card (Visa or MasterCard) online at plan.sa.gov.au, over the phone on 7109 7018, or cheques may be made payable to the State Planning Commission, marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001.

Condition 3

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

ADVISORY NOTES

General Notes

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. 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 Consent

Advisory Note 1

Whilst not administered by Council, the provisions of the Fences Act 1975 may apply to any works proposed affecting boundary fences, including requirements for consultation and notification of adjoining owners. It is recommended that your obligations under the Fences Act are confirmed prior to any works affecting boundary fences (existing or proposed).

Advisory Note 2

Conditions of previous consents continue to apply to the subject land, unless expressly varied by this consent.

Advisory Note 3

The land owner/developer is responsible for ensuring that building work is sited in the approved position. This may necessitate a survey being carried out by a licensed land surveyor. Allotment boundaries will not be certified by council staff; however council may enforce removal of any encroachments over council land.

Land Division Consent

Please note this division will result in changes to current property addresses. Please contact a Business Support officer on 8384 0666 for confirmation.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: City of Onkaparinga	Type of consent: Planning and Land Division
Telephone: 0883840666	Email: pdiapplications@onkaparinga.sa.gov.au
Postal address: PO Box 1, Noarlunga Centre SA 5168	

RESOLUTIONS AFFECTING STRATA CORPORATION 42654 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 16/12/2021

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

DATE RESOLUTION

21/02/2022 Skylight Installation

That Lot owners are permitted to install skylights provided they are installed in a professional manner by a qualified and insured contractor and all installation costs, future repair/replacement/ maintenance is the responsibility of the individual Lot owner. Any damages as a result of the installation to common property be rectified by the Lot holder to the satisfaction of the Corporation.

Legal Recoveries – Corporations Right to Recover Money

That the Corporation may recover any money owing to it under the Community Titles Act s114 (7), (8) or the by-laws as a debt. An owner of a Community lot must pay or reimburse the corporation on demand, the costs, charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers the Body Corporate Manager to act on its behalf in the recovery of monies owed to it and to take the necessary steps to ensure that this motion is complied with.

Interest Applied on Overdue Levies

That if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum.

Sinking Fund Analysis

Section 113 of the Community Titles Act places an obligation on the Body Corporate to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

It was resolved “that the Body Corporate NOT obtain a Sinking Fund Analysis at this time and resolved to discuss obtaining the report at the next Annual General Meeting.

Insurance Excess

That the cost of the insurance excess be borne by the Lot from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a Lot owner’s alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that Lot owner.

20/09/2022 Security Cameras

That the Impact Electrical Quotation Number 11277 for the installation of 6 dome security cameras and digital video recorder totaling \$5,855.17 (GST inclusive) be accepted and that a special levy of \$5,855.00 be raised by lot entitlement with a due and payable date of 30 October 2022.

Water Usage Allocation

That SA Water usage be charged to owners via division of the SA water account by lot entitlement.

Shade Sails

That Permission be given for a shade sail be installed over carpark 4 and carpark 5, as per quotation QU6090, provided that the structure is installed by a suitably licensed and qualified contractor and satisfies all local government approvals and that the colour of the shade sails and structure is in keeping with the Corporation's colour scheme. The cost is to be incurred by the lot owners of carpark 4 and 5 and all future maintenance of the shade sail structure is the responsibility of lot 20 and lot 21.

External Awnings

As per quotation Q20378 from Shadeform that Lot 1 be given permission to install an External Awning to the Lot 1 (shop) frontage, as per the artist's impression of the building, when marketed For Sale. The awning is to be in keeping with the Corporations colour scheme and is to be installed in a professional manner by a suitably qualified and insured contractor and all future maintenance and replacement of the awnings will be the responsibility of lot 1. The installation is to satisfy all local government approvals where necessary.

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	MOANA	APPROVED:	15/12/2021
MAP REF:	6527/16/P	COUNCIL:	CITY OF ONKAPARINGA	DEPOSITED:	16/12/2021
LAST PLAN:	F257396	DEVELOPMENT NO:	145/C497/21/001/638	110023_text_01_v05_Version_5	



C42654

SHEET 1 OF 6

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

AGENT CODE: ALSY

REFERENCE: 20A2252LTOCOM(A)

SURVEYORS CERTIFICATION:
 I Mark Antony Peter Williams , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
 15th day of December 2021 Mark Antony Peter Williams Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6246	18		ALLOTMENT(S)	353	D	3752	WILLUNGA		

OTHER TITLES AFFECTED: CT 5264/865 , CT 5985/694

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXTINGUISH	CT 6246/21	SHORT	FREE AND UNRESTRICTED RIGHT(S) A OF WAY	A		1-21	TG 13383901
EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) A OF WAY	A		COMMON PROPERTY	TG 13383901

ANNOTATIONS: ENCROACHMENT OF BALCONY OCCURS OVER ESPLANADE
 ENCROACHMENT OF ROOF OCCURS OVER ESPLANADE
 ENCROACHMENT OF ROOF OCCURS OVER MOANA CRESCENT
 PLAN PURPOSE INCORRECT SHOULD BE COMMUNITY STRATA
 PLAN PURPOSE UPDATED BY ANNOTATION NOTE VIDE PR 13685306 PRO RG -17/12/2021

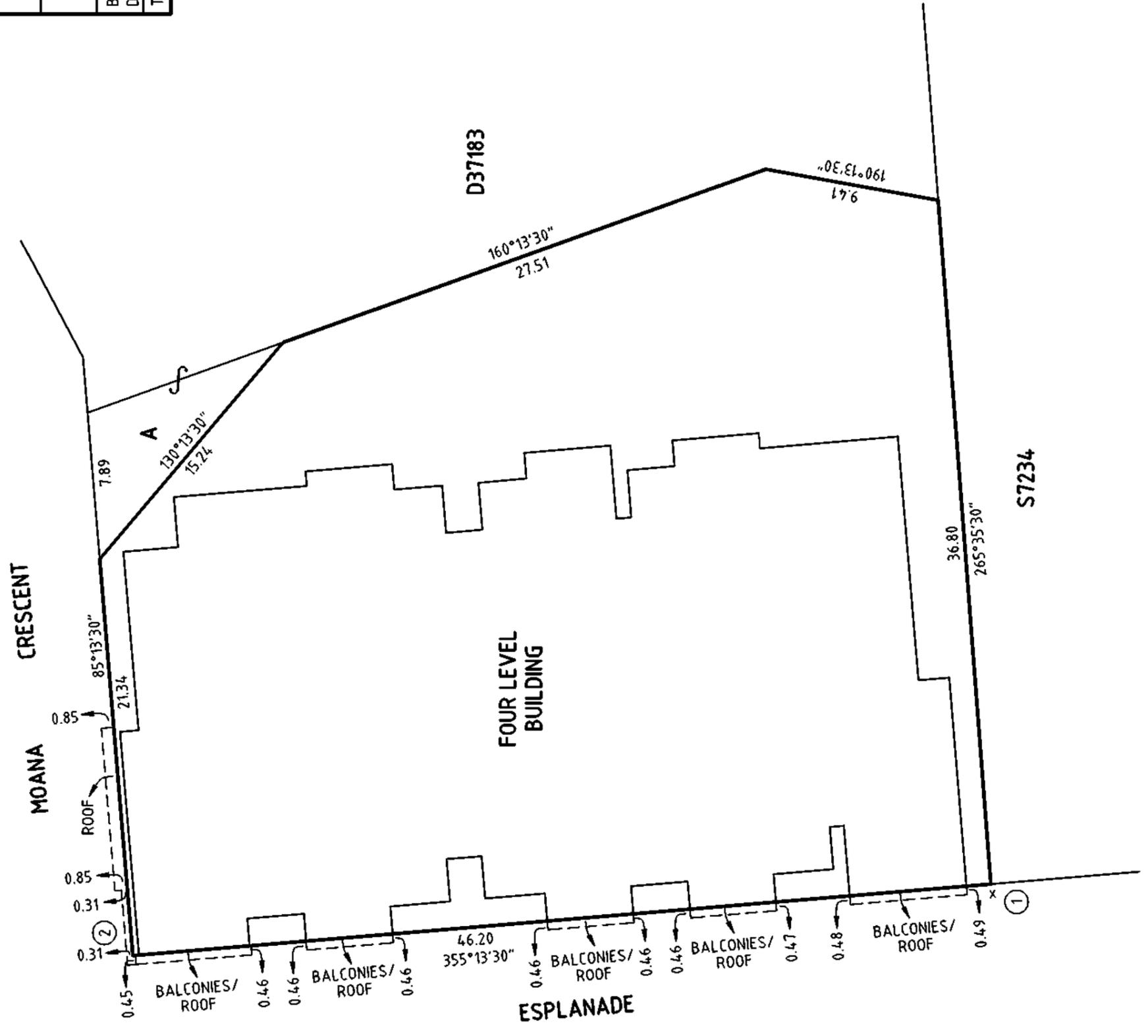
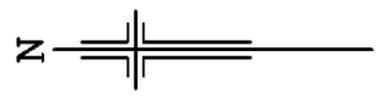
C42654

SHEET 2 OF 6

110023_pland_1_V01_Version_5

BEARING DATUM: ① - ② 355°13'30"
DERIVATION: FX257396 ADOPTED

TOTAL AREA: 1577m²



SITE PLAN



Alexander & Symonds Pty.Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
REFERENCE 20A2252LT0-COMIA HAMPTONS APARTMENTS
KJD 07/12/2021 MOANA

C42654

SHEET 3 OF 6

110023_pland_2_V01_Version_5

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

STORES ARE COVERED

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

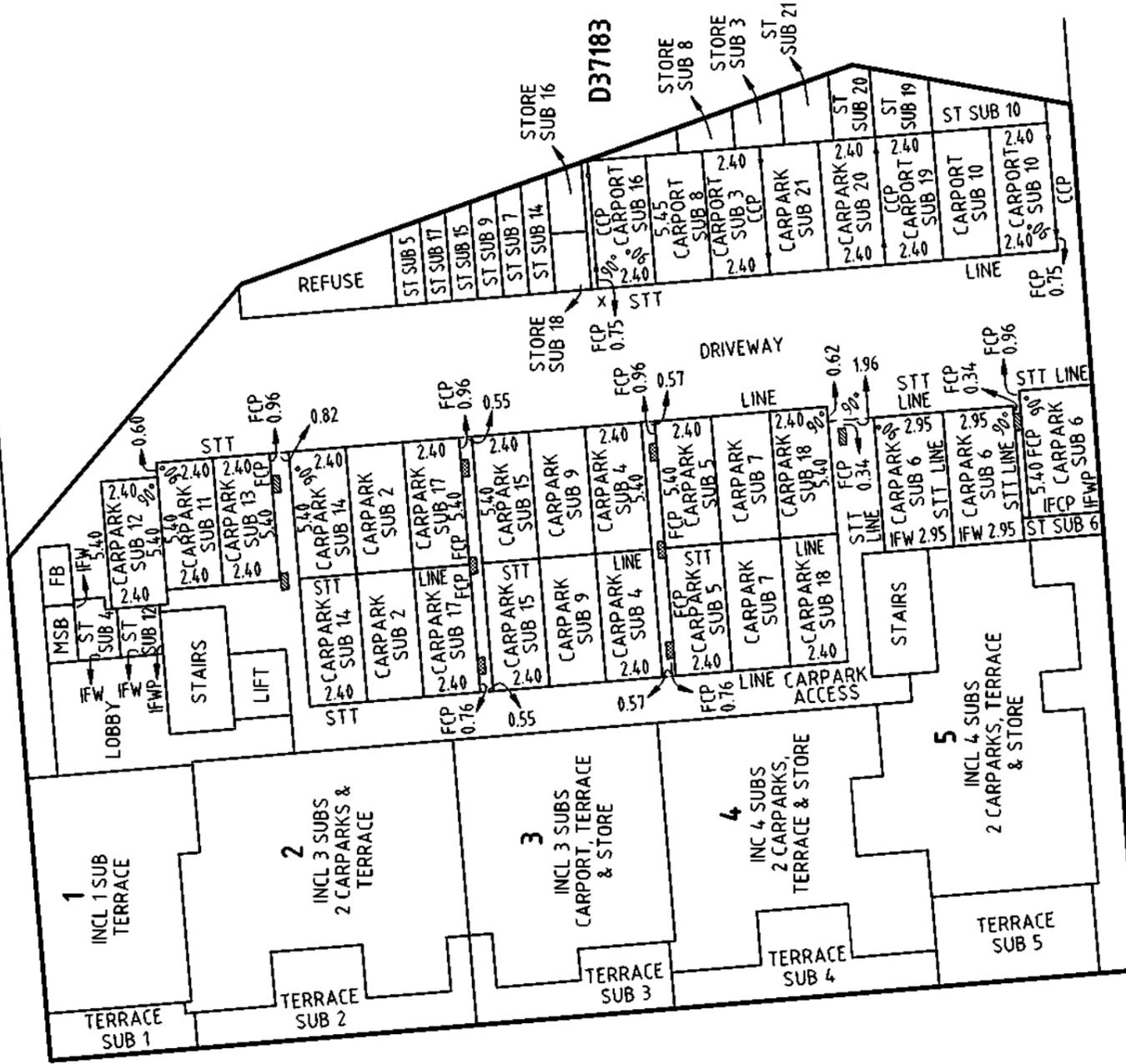
BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS TERRACE ARE WALL.

UNLESS SHOWN OTHERWISE STORES ARE DEFINED BY INSIDE FACE OF COLOURBOND CLADDING.

LEGEND	
FB	FIRE BOOSTER
MSB	MASTER SWITCHBOARD
STT	STRAIGHT
FCP	FACE OF COLUMN PRODUCED
CCP	CENTRILINE OF COLUMN PRODUCED
ST	STORE
IFW	INSIDE FACE OF WALL
IFWP	INSIDE FACE OF WALL PRODUCED
IFC	INSIDE FACE OF CLADDING
IFCP	INSIDE FACE OF CLADDING PRODUCED
☐	DENOTES COLUMN

CRESCENT

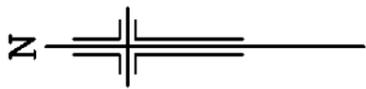
MOANA



S7234

ESPLANADE

GROUND FLOOR PLAN



Alexander & Symonds Pty.Ltd.

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

REFERENCE 20A2252LT0-COMIA HAMPTONS APARTMENTS

KJD 07/12/2021 MOANA

C42654

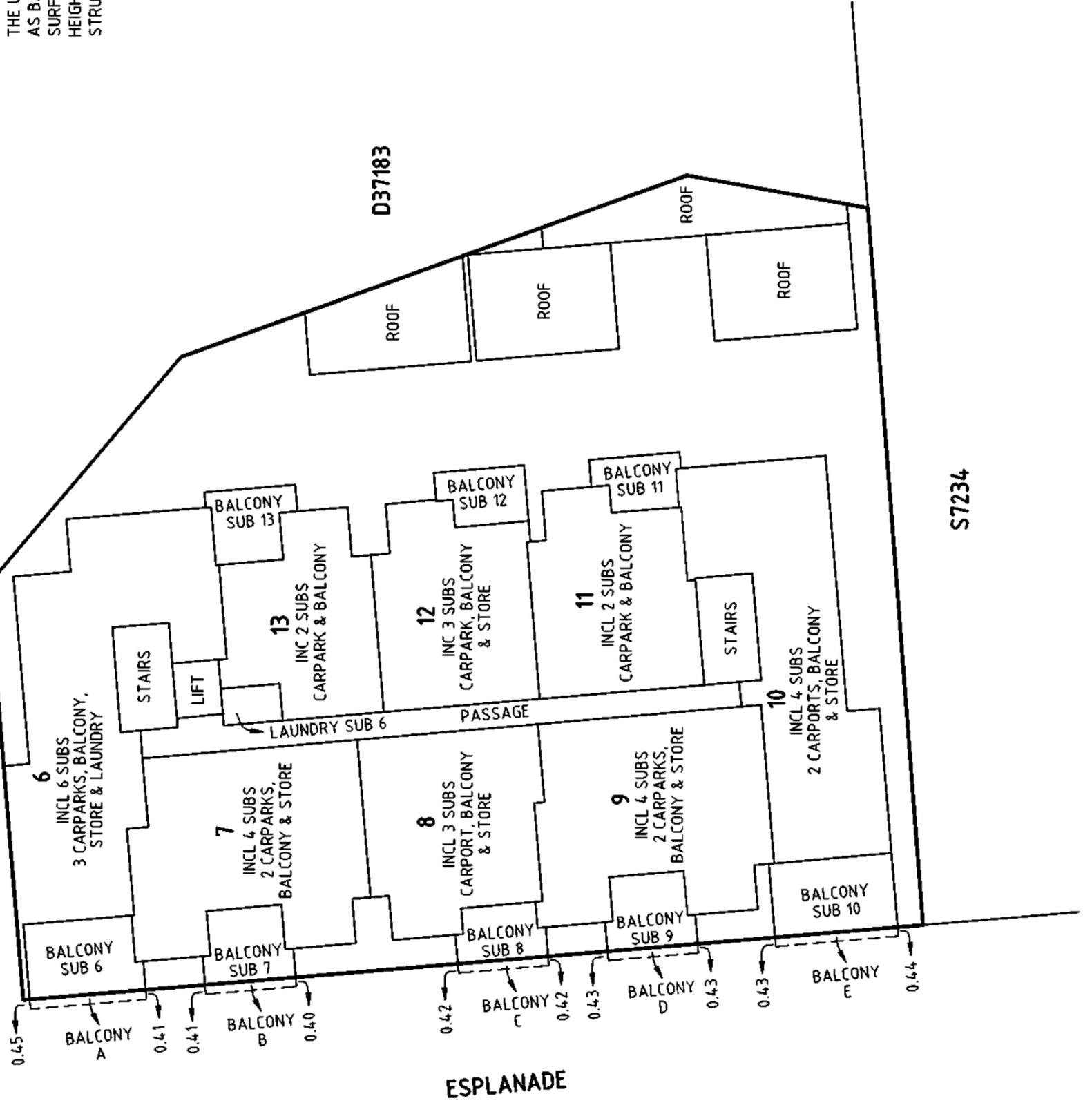
SHEET 4 OF 6

110023_pland_3_V01_Version_5

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



MOANA
CRESCENT



FIRST FLOOR PLAN



Alexander & Symonds Pty. Ltd.

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

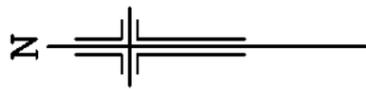
REFERENCE 20A2252LT0-COMIA HAMPTONS APARTMENTS
KJD 07/12/2021 MOANA

C42654

SHEET 5 OF 6

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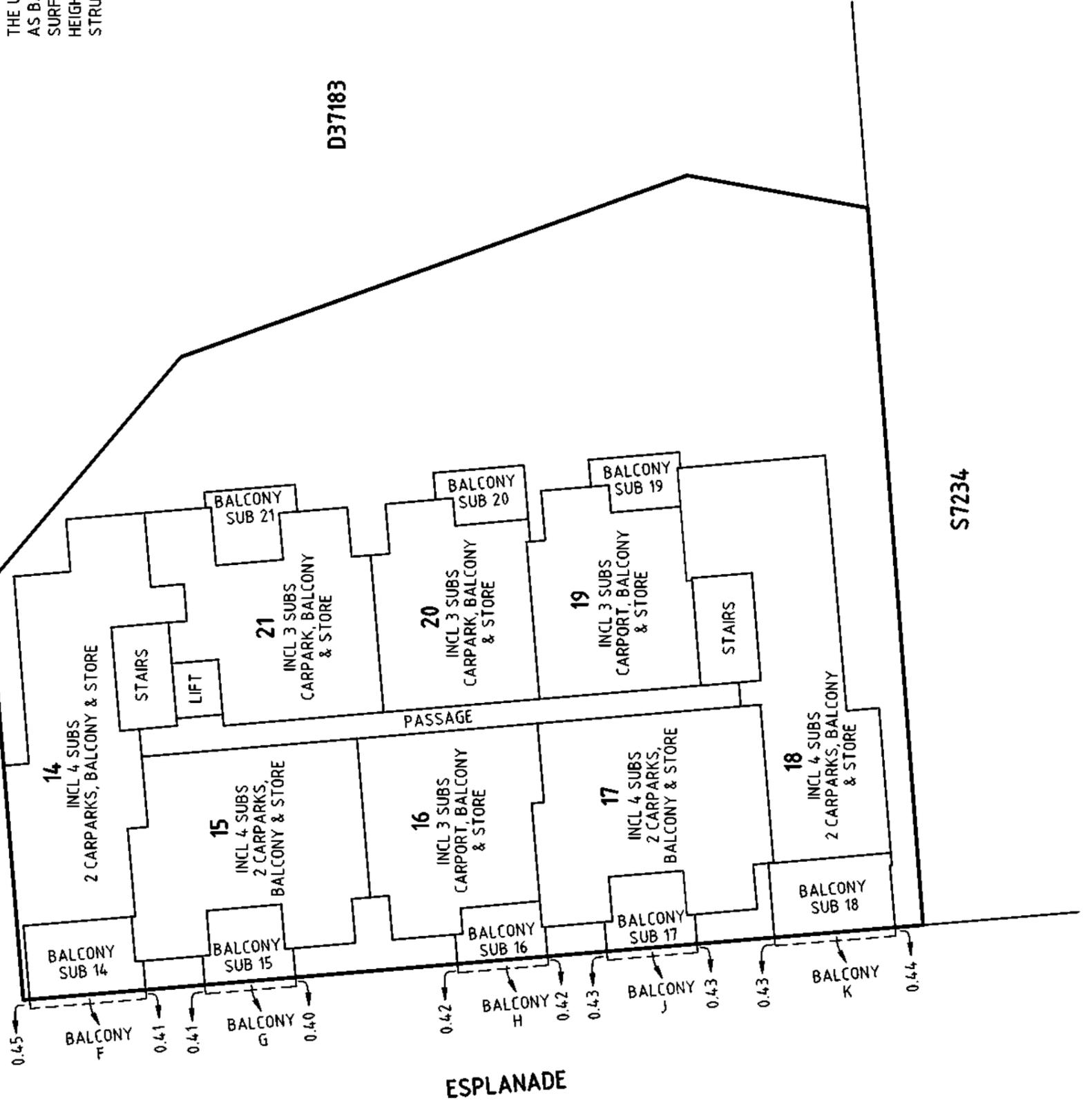
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



MOANA
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ESPLANADE

SECOND FLOOR PLAN



Alexander & Symonds Pty.Ltd.

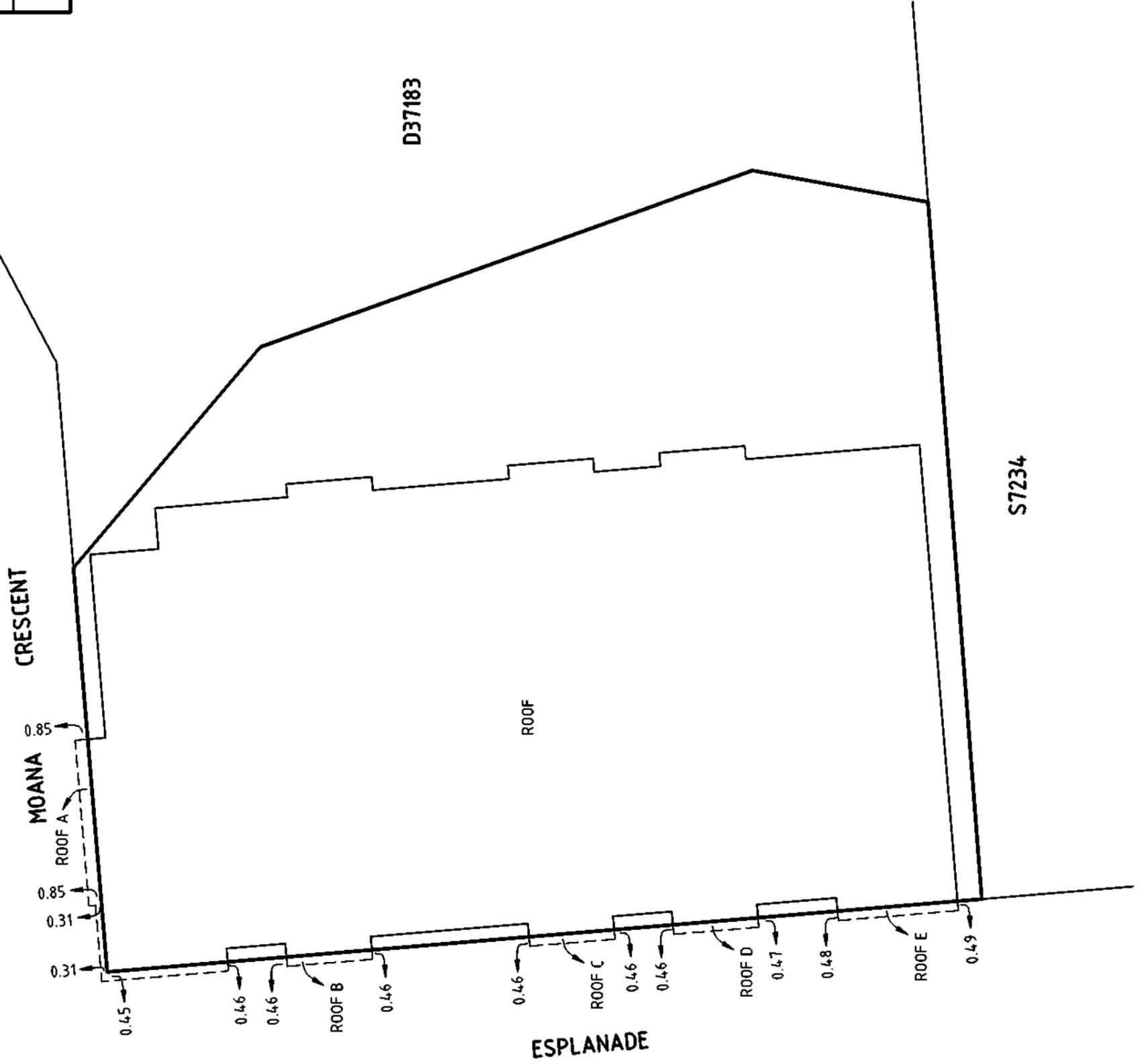
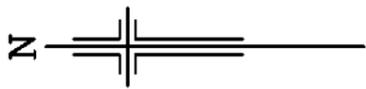
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE 20A2252LT0-COMIA HAMPTONS APARTMENTS
KJD 07/12/2021 MOANA

C42654

SHEET 6 OF 6

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ROOF PLAN



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

REFERENCE 20A2252LT0-COMIA	HAMPTONS APARTMENTS
KJD 07/12/2021	MOANA

LOT ENTITLEMENT SHEET

C42654

SHEET 1 OF 1

ACCEPTED 16.12.2021



PRO REGISTRAR-GENERAL

DEV No. 14516497121

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	275	
2	520	
3	400	
4	465	
5	505	
6	755	
7	550	
8	440	
9	535	
10	580	
11	335	
12	330	
13	320	
14	650	
15	565	
16	465	
17	565	
18	620	
19	350	
20	355	
21	420	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, **Fred Taormina**.....being
 a Land Valuer within the meaning of the Land Valuers Act
 1994 certify that this schedule is correct for the purposes
 of the Community Titles Act 1996

Dated the.....15th.....day of.....December, 2021



Signature of Land Valuer



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11098807
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Community Corporation No. 42654 328 Esplanade, Moana, SA, 5169
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/11/2024 Expiry Date: 4:00pm on 30/11/2025
INTERMEDIARY ADDRESS	PSC Insurance Brokers (Adelaide) Level 2, 257 Melbourne Street, North Adelaide, SA, 5006
DATE OF ISSUE	02/12/2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$8,000,000
		Common Area Contents	\$80,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$1,200,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

FORM LFR (REVISED)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. LF 13682190

11:58 15-Dec-2021 2 of 3

SERIES NO	PREFIX
2	LF

AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED 
FILED	16 DEC 2021  REGISTRAR-GENERAL

pro 

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

Terms of Instrument not
checked by Lands Titles Office

BY-LAWS
Development No. 145/C497/21/001

BY-LAWS

COMMUNITY PLAN NO. 42654

FOR

328 Esplanade Apartments

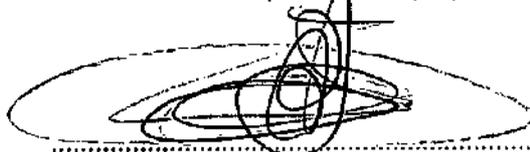
328 Esplanade Moana SA 5169

Form 10

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

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

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

A handwritten signature in black ink, consisting of several overlapping loops and a vertical stroke, positioned above a horizontal dotted line.

Rui Li of Athena Enterprises

Registered Conveyancer

109A Archer Street North Adelaide SA 5006

BY-LAWS

COMMUNITY PLAN NO. 42654

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BY-LAWS OF COMMUNITY CORPORATION NO. 42654 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

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

PART 1 - DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act shall apply to these by-laws and unless the context requires, the expressions:

Act means *Community Titles Act 1996 (SA)* as amended;

Building means the four (4) level residential apartment building together with ground floor commercial space, Common Property, car parking and storage areas to be constructed within the Proposed Apartment Site together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

Community Lot means any lot within the Building;

Common Property means the common property created by the Community Plan;

Community Parcel means the whole of the land comprised in the Community Plan and includes each distinct part or section of such land and all improvements thereon;

Community Plan means Community Corporation Plan No. 42654

Company (Kite Property) means Kite Enterprises Pty Ltd (RLA 204004) and their respective consultants, employees and agents;

Corporation means Community Corporation No. 42654 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Developer means 328 Esplanade Pty Ltd ACN 630 509 278, and includes any related body corporate (as defined by the *Corporations Act 2001 (Cth)*) of that entity that is or becomes involved in the Development;

Development means the construction of a residential apartment building on the Community Parcel comprised of two and three bedroom apartments together with ground floor commercial space, Common Property, car parking and storage areas and known as "328 Esplanade Apartments".

Lot or lot has the meaning given to it in the Act;

Lotholder means the owner of a Lot from time to time;

Lot Subsidiary has the meaning given to it in the Act;

Management Agreement means any agreement appointing the Managing Agent pursuant to Section 75(5) of the Act and Regulation 14 to the Act;

Management Committee means the management committee of the Corporation established pursuant to the Act (if one is established);

Managing Agent means the company for the time being appointed by the Corporation as its managing agent and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

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

owner or owners means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

Scheme Description means the scheme description to be prepared and lodged by the Developer in relation to the Development and in accordance with the Act;

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property;

Sign means an advertisement, notice, sign or hoarding; and

Proposed Apartment Site means being portion of the land in Certificate of Title Volume 6246 Folio 18.

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- a. A reference to an instrument includes any variation or replacement of it.
- b. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- c. The word "person" includes a firm, a body corporate, an association or an authority.
- d. A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including without limitation persons taking by notation) and assigns.
- e. The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or

privileges shall prevail over these by-laws in respect of the person or persons to whom they are given.

- f. Without limiting the foregoing, these by-laws shall be read subject to the right of the Company (Kite Property) to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
 - i. allowing invitees to have access to the Common Property in the company of a representative of the Company (Kite Property);
 - ii. placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and
 - iii. the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development.
- g. Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:
 - i. any surveying, engineering and construction works on the Community Parcel;
 - ii. any repair, rectification or modification works; and
 - iii. any other works associated with the construction and completion of the Development.
- h. If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 – MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

- a. The Corporation is responsible for the administration, management and control of the Common Property.
- b. The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
 - i. the appointment of a Managing Agent pursuant to by-law 2.c;
 - ii. maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000.00; and
 - iii. the Corporation's obligations regarding insurance under the Act.
- c. The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common

Property on such terms and conditions as the Managing Agent considers reasonably appropriate.

- d. The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

3. Use and Enjoyment of the Common Property

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their visitors and invitees.

PART 3 – COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- a. hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- b. make or allow his or her visitors to make undue noise in or about the Community Parcel;
- c. interfere or allow his or her visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- d. be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- e. use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- f. damage or deface any building or sign or structure on the Community Parcel;
- g. disobey reasonable directions or requests from an officer of the Corporation;
- h. unless the Scheme Description or these by-laws prescribe or allow otherwise, operate a business of any kind or carry on or conduct any form of commercial activity from any portion of the Community Parcel or otherwise use any portion of the Community Parcel with the exception of the ground floor commercial space for such purposes without the consent of the Corporation;
- i. carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- j. obstruct any person's lawful access to any Lot or to the Common Property;

- k. park or stand a motor vehicle in a parking space allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- l. permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose (if any) and fitted with bicycle racks;
- m. rollerblade, rollerskate or ride a skateboard;
- n. ride any bicycles or drive any motorised vehicles (other than wheelchairs or vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- o. erect or fix any sign, notice, antenna or other communication equipment to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- p. allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- q. perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- r. paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- s. store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property or a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor chairs and tables;
- t. subject to any lease, licence or other right granted under by-law 30, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
 - i. extends outside the boundaries of a Lot; or
 - ii. is located on any balcony; or
 - iii. protrudes from any building or balcony forming part of a Lot,

- without first obtaining the written consent of the Corporation;
- u. use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
 - v. without the prior written consent of either the Corporation or the Managing Agent, have a party or event for more than 15 people in their Lot and/or the Common Property, excluding the ground floor Commercial / Retail tenancy. The owner or Occupier acknowledges that if the Corporation or the Managing Agent does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonable expenses incurred by the Corporation in relation to or in consequence of the party/event;
 - w. dispose or permit the disposal of cigarette ash, cigarette butts or any other material out any window, over any balcony or in Common Property;
 - x. the Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:
 - i. the Community Corporation and
 - ii. any relevant government authority.
 - y. Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s);
 - z. the Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law x shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.
 - aa. Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.
 - bb. It shall be a condition of any consent of the Corporation pursuant to by-law x that any Sign shall be produced by a sign-writer approved by the Corporation;
 - cc. The following are strictly prohibited:
 - i. paper or cardboard signs;
 - ii. transfers or stickers;
 - iii. exposed fixings;
 - iv. exposed wiring, ballasts;
 - v. moving or flashing signs;

- vi. animated signs or models;
- vii. "A" frames or similar signs; and
- viii. static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

5. Storage of Flammable Liquids

A Lotholder or Occupier must not:

- a. except with the written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- b. do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation.

6. Disposal of Garbage

- a. A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
- b. A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- c. The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law 18:
 - i. the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (**Refuse Area**);
 - ii. all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;
 - iii. polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;
 - iv. paper is to be placed in the bins with yellow lids only; and
 - v. hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Area(s), the Building, Common Areas or disposed of in waste bins. The cost of removal and disposal of any hard rubbish, crates or unwanted furnishings

shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

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

8. Use of Community Lots

- a. A Lotholder or Occupier must not without the consent of the Corporation operate any business of any kind:
 - i. on any Community Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or
 - ii. unless the Scheme Description or these by-laws expressly state that the Lot may be used for such purposes; and
- b. unless such Lot situated within the ground floor commercial space and/or such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

PART 4 – COMMON PROPERTY

9. Corporation to Keep Common Property in Good Repair

- 9.1 The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

10. Prohibited Activities

- 10.1 A person shall not undertake any of the following activities or do any of the following things on the Common Property:
- i. camp or sleep overnight;
 - ii. play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- carry on any business except with the consent of the Corporation;
- iv. sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
 - v. carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
 - vi. obstruct any corridor, hallway, passage or other access way;
 - vii. obstruct the lawful use of the Common Property by any person;
 - viii. use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
 - ix. smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
 - x. mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the consent of the Corporation;
 - xi. damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;
 - xii. use any portion of the Common Property for his or her own purposes as a garden;
 - xiii. consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
 - xiv. throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

11. Security of Common Property

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

12. Notification of Defects

12.1 A Lotholder or Occupier must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

13. Compensation to Corporation

13.1 A Lotholder or Occupier will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or his or her respective tenants, licensees or invitees or caused by any pets owned by, cared for or associated in any way whatsoever with that Lotholder or Occupier.

14. Restricted Use of Common Property

The Corporation may take all reasonable steps to ensure the security and to preserve the safety of the Common Property from fire or other hazards and without limitation may:

- a. close off any part of the Common Property not required for access to a Lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;
- b. permit, to the exclusion of Lotholders and Occupiers, any designated part of the Common Property to be used by any security person, firm or company as a means of monitoring the security and general safety of the Lots, either solely or in conjunction with other Lots; and
- c. restrict, by means of a Security Key, the access of Lotholders or Occupiers of one level of the Community Parcel to any other level of the Community Parcel.

PART 5 – USE OF COMMUNITY LOTS

15. Good Repair

A Lotholder must:

- a. maintain the Lot in good repair;
- b. carry out any work ordered by a council or other public authority in respect of the Lot;
- c. carry out work required by the Corporation in respect of the Lot;
- d. maintain and repair any tiling on the Lot balcony and, if applicable, any tiling in the bathroom and kitchen of the Lot; and

- e. keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including all parts of the balcony that comprise Common Property, unless:
 - i. the Corporation resolves that it will keep the glass or specified party of glass clean; or
 - ii. that glass or part of the glass cannot be accessed by the Lotholder safely or at all.

16. Use of Lot

A person bound by these by-laws:

- a. must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- b. must not do, permit or cause on or about the Lot, any act, matter or thing whatsoever which is or may, in the opinion of the Corporation, be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- c. must allow the Corporation access to the Lot for the purpose of carrying out maintenance;
- d. must pay all rates, taxes, charges, outgoings and assessments in respect of his or her Lot as they become due and payable;
- e. must, subject to the Act and these by-laws, notify the Corporation of any repairs and maintenance required to his or her Lot;
- f. must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- g. must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- h. must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if the Lotholder is absent or unable to do so for more than 7 days. If the Lotholder fails to comply with this by-law, the Corporation may remove such material;
- i. must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 17;
- j. must not do or omit any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and, without limiting the generality of the foregoing, the Lotholder or Occupier shall ensure that all fire, security and garage

doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

- k. must take every reasonable precaution when watering plants or flower boxes on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot Subsidiary or the Common Property;
- l. must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- m. must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- n. must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- o. must ensure compliance with fire laws in respect of the Lot; and
- p. must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

17. Renovation and Refurbishment of Lots

- a. A Lotholder or Occupier shall not perform or carry out any external refurbishment, renovation, alterations or additions and works to internal party walls to or upon the Lot unless:
 - i. such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to a consultant of its choosing;
 - ii. such person has consulted with the consultant appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such consultant;
 - iii. such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
 - iv. such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions; and
 - v. such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

- b. The Lotholder shall ensure that:
- i. all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
 - ii. all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - iii. all work is undertaken only between the hours of 8:00 am and 5:30 pm on Mondays to Saturdays other than public holidays;
 - iv. adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - v. any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
 - vi. all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - vii. all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
 - viii. all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions is effected and shall upon request from the Corporation, provide the Corporation with a copy of such insurance policy or cover;
 - ix. the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
 - x. all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
 - xi. where such person proposes to remove and replace the floor covering to the floor of any part of a Lot, and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must install an acoustic underlay, which has been approved by the Corporation, between the floor and the hard floor covering.
- c. For the purpose of this by-law, "refurbishment, renovation, alterations or additions" in relation to a Lot shall, without limiting their generality, include the following:
- i. the erection, alteration, demolition or removal of a building or structure;

- ii. the alteration of the external appearance of a building or structure;
 - iii. the removal of or addition to any structural or Common Property brick or any structural or Common Property concrete wall or slab construction;
 - iv. the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of the Lot;
 - v. the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of the Lot; and
 - vi. alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.
- d. Save and except for any refurbishment, renovation, alterations or additions expressly authorised pursuant to by-law 15 or by-law 17 hereof and performed or carried out in accordance with by-law c, a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written consent of the Corporation.

18. Moving Articles to and from Lots

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

- a. goods or furniture may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation;
- b. goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;
- c. the approval of the Corporation referred to in by-laws a and b must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Community Lot. Approval is to be sought by contacting the Corporation's representative Community as otherwise notified by the Corporation in writing;
- d. delivery or movement of goods and/or furniture to and from a Community Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays, Sundays or public holidays;
- e. goods and/or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder and the Occupier;

- f. the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;
- g. care must be taken to ensure that any fire detector or sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;
- h. moving trucks are permitted to park in the zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture (subject to availability);
- i. if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation prior to the date of engagement. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;
- j. the Lotholder or Occupier must advise the removalist of the following requirements:
 - i. vehicles must be parked in the zone designated by the Corporation and must not block any road way; and
 - ii. furniture or goods must not be stacked or placed against in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;
 - iii. where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;
 - iv. the entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;
 - v. care must be taken to ensure that any fire detector or sprinkler heads are not struck by any object; and
 - vi. nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

19. Pets and Animals

- a. A Lotholder or Occupier may keep up to one small household animals in his or her Lot without the consent of the Corporation provided always that the Lotholder or Occupier must:

- i. do all things as is reasonably necessary to care and provide for the animal;
 - ii. keep the animal under control at all times and minimise any noise made by the animal; and
 - iii. must comply with all statutory requirements and regulations in respect of the animal.
- b. A Lotholder or Occupier must not keep any animal in his or her Lot (other than an animal which is permitted by the Act or by-law a) unless the written consent of the Corporation has been obtained.
- c. If any animal causes a nuisance, the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.
- d. A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.
- e. Nothing in this by-law shall:
- i. prevent or prohibit a Lotholder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lotholder or Occupier in respect of that disability; nor
 - ii. prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability,
- f. Nothing in this by-law shall permit a Lotholder or Occupier to keep an animal in his or her Lot which is a "guard dog" or a "prescribed dog" pursuant to the *Dog & Cat Management Act 1995 (SA)* (as may be amended from time to time).
- g. For the purposes of this by-law:
- i. **assistance animal** has the same meaning as in the *Equal Opportunity Act 1984 (SA)*;
 - ii. **relevant animal** means an assistance animal and a therapeutic animal;
 - iii. **small household animal** shall mean and include (but is not limited to) household dogs and cats (of such breed which is unlikely to exceed 15kg once fully grown), household birds, fish and reptiles; and
 - iv. **therapeutic animal** has the same meaning as in section 88A of the *Equal Opportunity Act 1984 (SA)*.

20. Leasing

20.1 Where a Lotholder leases a Lot, the Lotholder must, upon request inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease. A Lotholder must not lease his or her Lot for commercial purposes (excluding the ground floor commercial / retail lots) and must, at its own cost and expense, effect all insurance policies as may be reasonably required as a result of the Lotholder leasing the Lot.

21. Change in Ownership

21.1 A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, any change in address of a Lotholder or any change in the occupancy of the Lot.

22. Sale of Lot

A person bound by these by-laws:

- a. shall ensure that, in the event that a Lot is to be sold by auction, that the auction must take place outside the Community Parcel or wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- b. must not display or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- c. must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

23. Right to enter a Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right between 9am and 5pm on any business day and upon giving the Lotholder or the Occupier not less than seven (7) days notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

- a. to inspect a Lot;
- b. to carry out maintenance repairs or work; and

to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

24. Observance of By-laws

- a. Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- b. A Lotholder or Occupier shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

24.4 The Lotholder of a lot which is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lotholder shall take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:

- 24.4.1 ensure that it shall be a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;
- 24.4.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease, licence or other agreement shall be in writing that a copy of these by-laws is annexed thereto; and
- 24.4.3 provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

25. Indemnity and Release

A person bound by these by-laws shall:

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

26. Corporation may make Rules

26.1 The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and his or her tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Corporation.

27. Removal of Persons

27.1 The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

28. Letting Services

28.1 The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or licence such letting service business to any third party at its discretion).

29. Window Coverings

a. A Lotholder or Occupier may install window furnishings to the interior of any windows or balconies in accordance with any one of the following three (3) specifications or equivalent material without the need to obtain the consent of the Corporation:

- i. Internal Sunscreen Roller Blind: Shaw Blind Fabrics, Duo Screen – White Grey.
- ii. Internal Blackout Roller Blinds: Shaw Blind Fabrics, Duo Block – Dove.
- iii. Balcony Blinds: Ricky Richards, Outlook Mode 553 – Blackstone
Headbox and side rails: Shale Grey

Lot holders are responsible for any authority approvals associated with external blinds.

b. Window treatments which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so.

30. Lease of Common Property

30. Subject to the provisions of the Act, the Corporation may grant a lease, licence or permit of a portion of, or grant or extinguish easements, easements of support, rights of way, encumbrances or the like, and enter into management agreements or other agreements over the Common Property on such terms and conditions as the

Corporation deems appropriate in favour of one or more Lotholders, Occupiers or other businesses and members of the public including without limitation other occupiers of the Proposed Apartment Site.

PART 6 – GENERAL

31. Insurance

- a. Each Lotholder must effect their own third party property, bodily injury and public risk insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- b. The policy of insurance to be effected by each Lotholder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- c. Each Lotholder must supply the Corporation with proof of insurance by providing a copy of the Lotholder's current receipted insurance schedule or policy on request.
- d. The Corporation shall effect such insurance of the Common Property as is required under the Act including:
 - i. building and other improvements on the Common Property for their full replacement value; and
 - ii. public liability in the sum of no less than \$10,000,000.00 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- e. Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.
- f. Each Lotholder must not permit any of their invitees to do anything that may prejudice, void or increase any premium payable under insurance effected by the Corporation.
- g. The Corporation will ensure that sufficient funds are obtained for the contributions payable by the Lotholders to enable payment of the premium for the policy of insurance effected by the Corporation.

32. Corporation's Rights and Powers – Unpaid Levies

- a. A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
 - i. the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws; and
 - ii. any costs that are ordered to be paid by the Lotholder to the Corporation by any court, tribunal or body with authority to order the payment of costs.
- b. If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any court of competent jurisdiction provided that, in respect of the Corporation and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 32.a against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- c. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- d. If, when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with that other person for the payment of the interest.
- e. The amount of any interest is recoverable by the Corporation as a liquidated debt.
- f. If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder, the Corporation may recover the amount spent as a debt in an action in any court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

33. Services

- 30.1 Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of

any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

34. Sinking Fund

- a. The Corporation may establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- b. The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.
- c. The following provision shall apply to any Sinking Fund established under this by-law 34:
 - i. the Corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund;
 - ii. that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
 - iii. any amounts paid by the Corporation to the credit of that fund, and the net interest earned by the Corporation on that fund, will not be applied by the Corporation for any purpose other than payment of outgoings for which the fund was established.

35. Complaints and Applications

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

36. Security Keys

- a. The Corporation will determine the number of Security Keys it provides to each Lot free of charge, if any.
- b. The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- c. A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must take all reasonable precautions, including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier, to ensure the return of the Security Key to the Lotholder or the Corporation.
- d. A Lotholder or Occupier in possession of a Security Key must not, without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated

and must take all reasonable precautions to ensure that the Security Key is not lost and is not disposed of otherwise than by returning it to the Corporation.

- e. A Lotholder or Occupier must promptly notify the Corporation if a Security Key issued is lost or destroyed.

37. Permits

- a. In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- b. The Corporation shall have the power to grant permits in its absolute discretion (unless any by-laws provide to the contrary) to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- c. The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- d. The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- e. A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.
- f. A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.
- g. Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

38. Provision of amenities or services

- a. The Corporation may by Special Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or Occupiers of one or more of the Lots or to the Corporation:
 - i. cleaning;
 - ii. garbage disposal and recycling services;
 - iii. security services;
 - iv. communications;
 - v. telecommunication services (for example, cable television);

- vi. technology; and
- vii. intranet and internet services.

b. If the Corporation makes a Special Resolution referred to in by-law a to provide a service or amenity to a Lot or to the owner or Occupier of a Lot or to the Corporation, it must indicate in the Special Resolution the amount for which, or the conditions which, it will provide the service or amenity.

39. Elevators

39.1 Without limiting the provisions of by-law 18, elevators installed within the Building must be used only in accordance with the size and weight specifications displayed on the elevator walls by the manufacturer and no Occupier, owner or visitor to the Building may use such elevator contrary to those specifications.

40. Offences

40.1 A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. The maximum penalty for the breach of any of these by-laws is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34(3)(e) of the Act.

41. Breach

41.1 Where a person bound by these by-laws has acted in breach thereof and the Corporation has incurred expense in remedying such breach, the Corporation shall be entitled to recover such expense from such person.

42. Waiver

42.1 No waiver by the Corporation of one breach of any rule, covenant, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other rules, covenants, obligations or provisions herein contained or implied.

43. Notice

43.1 Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if sent by email to the email address of the Lotholder as advised by that Lotholder in writing or hand delivered or sent by prepaid post to the address of the Lotholder as advised by that Lotholder in writing and shall be deemed to be sufficiently given:

- i. in the case of email on the date of transmission by the sender provided that the sender shall not receive a message indicating non receipt of the email;
- ii. in the case of hand delivery on the date of delivery; or

- iii. in the case of prepaid post two (2) business days after being sent by prepaid post.

In the event that the Lotholder has not provided an email or postal address to the Corporation, then notice shall be deemed to be sufficient given if left on the Lot addressed to the Lotholder.

44. Voting at General Meetings by Lotholders

- 44.1 Subject to the Act, each Lotholder holds 1 vote on any matter arising for decision at a general meeting of the Corporation.

ORIGINAL NOTES AVAILABLE

Orig. **LF 13682191**



11:58 15-Dec-2021
3 of 3

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
3	LF

AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED
16 DEC 2021	
FILED	
REGISTRAR-GENERAL	

pro



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

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

COMMUNITY PLAN No. 42654

FOR

328 Esplanade Apartments

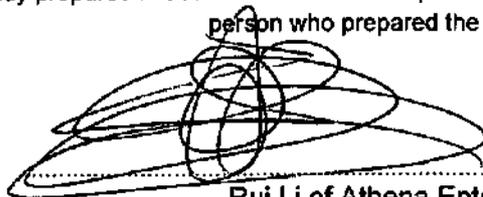
328 Esplanade Moana SA 5169

Form 10

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

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

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

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom, positioned above a dotted line.

Rui Li of Athena Enterprises
Registered Conveyancer
109A Archer Street North Adelaide

**COMMUNITY SCHEME DESCRIPTION
COMMUNITY PLAN NO. 42654**

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1. Definitions/Interpretation

In this Scheme Description:

- 1.1 A term which is defined by the Act has the definition given to it in the Act;
- 1.2 **Act** means the *Community Titles Act 1996*;
- 1.3 **Building** means the three (3) level building comprising apartments together with any associated balconies, car courtyards and common property;
- 1.4 **Common Property** means the Common Property created by the Community Plan;
- 1.5 **Community Parcel** means the portion of the land comprised in Certificate of Title Register Book Volume 6246 Folio 18;
- 1.6 **Community Plan** means Community Plan No. 42654;
- 1.7 **Corporation** means Community Corporation No. 42654 Incorporated;
- 1.8 **Developer** means 328 Esplanade Pty Ltd ACN 630 509 278 and includes any related body corporate (as defined by the Corporations Act 2001) of the foregoing entity that is or becomes involved in the Development and/or the Project, as the case may be;
- 1.9 **Development** means the development of Community Lots in accordance with clause 5 of this Scheme Description and development of the Common Property in accordance with clause 6 of this Scheme Description;
- 1.10 **Development Approval** means the approval as amended or varied from time to time granted under the *Planning, Development and Infrastructure Act 2016* by the Development Assessment Commission as the relevant development authority pursuant to Development No. 145/C497/21/001;
- 1.11 singular includes plural and plural includes singular; and
- 1.12 headings do not affect interpretation.

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

- 2.1 The Community Parcel and the Community Lots and Common Property into which the parcel is to be divided the portion of the land in Certificate of Title Volume 6246 Folio 18 being the property located at 328 Esplanade Moana SA 5169 and known as "328 Esplanade Apartments".
- 2.2 The community plan is a plan to divide the Community Parcel into 21 community lots (**Community Lots**) comprising 1 commercial lot, 20 residential lots and Common Property.
- 2.3 There are no development lots.

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

3.1 The Community Lots shall be used for residential purposes and storage and car parking associated with residential use.

3.2 The Common Property is intended to be used for the purpose of providing:

- (a) access to the Community Lots and lot subsidiaries including entrance areas, walkways, ramps, driveways, passages and stairways;
- (b) lobby;
- (c) elevators and elevator shafts;
- (d) loading facilities;
- (e) garbage disposal and recycled green waste facilities;
- (f) storage areas and mail boxes;
- (g) car parks;
- (h) fire control;
- (i) airlocks and ducts;
- (j) communications and service infrastructure;
- (k) signage;
- (l) service areas including a storm water system;
- (m) services including meter reading, repairs and maintenance; and
- (n) for other uses approved by the Corporation from time to time.

4. Standard of Buildings and Other Improvements

4.1 For the standard of buildings and other improvements to be erected or made by the Developer, refer to clauses 5 and 6 of this Scheme Description.

4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Community 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.

5. Development of Community Lots

- 5.1 The Developer has developed a four (4) level building on the Community Parcel and developed the Common Property in accordance with the Development Approval.
- 5.2 The standard of the work performed and the materials used on the Community Lots is of a fair average standard with a higher standard of internal apartment finishes as the Developer, using reasonable endeavors, has determined.

6. Development of the Common Property

- 6.1 It is intended that the Common Property will be comprised of any one or more of the following:
- (a) the external structures of the Building constructed on the Community Parcel;
 - (b) walkways, stairways, driveways, pathways, passages, mail boxes, carpark, storage areas and entrance areas for access to the Community Lots and lot subsidiaries;
 - (c) elevators and elevator shafts;
 - (d) garbage disposal and recycled facilities and other waste facilities;
 - (e) a stormwater system and pump out system;
 - (f) signage;
 - (g) hot water system(s);
 - (h) storage areas including but not limited to storage for services, plant and equipment;
 - (i) communications area on the ground floor;
 - (j) main switchboard area on the ground floor;
 - (k) lobby area on the ground floor;
 - (l) common landscape areas;
 - (m) provision for service infrastructure including but not limited to fire hydrant, fire stairs, fire panel and water meter; and
 - (n) lighting on the Common Property.
- 6.2 The Developer has constructed the improvements referred to in clause 6.1 on the Common Property. Any such construction shall be in accordance with the Development Approval.

6.3 The standard of the work to be performed and the materials to be used on the Common Property are of a fair average standard with a higher standard of internal apartment finishes as the Developer, using reasonable endeavors, has determined and such works (if undertaken by the Developer) will be undertaken prior to the expiry of the Development Approval or granted extensions thereof.

6.4 The Developer shall be under no obligation to further develop the Lots or Common Property once the Development has been substantially completed.

7. Conditions of Development Imposed Pursuant to the Planning, Development and Infrastructure Act 2016

The division of the Community Parcel and construction of the building are subject to conditions imposed by the relevant development authority pursuant to the Development Approval.

These conditions are annexed.

8. Other Important Features of this Scheme

8.1 Telecommunications Leases

A portion of the roof may be leased to:

- (a) owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating communications equipment, telecommunications equipment and/or television receiving devices that the Loholder and/or occupier may require. Any installed device must not be visible from street level.

8.2 General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of owners of Community Lots.

8.3 Air conditioning Units

Air conditioning units are proposed to be located on certain section of the common property and must not be located on roofs or balconies.

9. Apportionment of contributions

Any costs imposed by the Corporation which are attributable to or in respect of services, parts or facilities of the Common Property that are not for the benefit of or used by all Lots, but are used exclusively for the benefit of particular owners or occupiers of Lots shall be imposed on the owners or levied upon the Lots that have the use or benefit of those particular services, parts or

facilities of the Common Property in such proportions as the Corporation shall determine (acting reasonably).

10. Other Information Required by the Regulations to the Community Titles Act 1996

No other information is required by the regulations.

Terms of Instrument not
checked by Lands Titles Office

SCHEME DESCRIPTION
Development No. 145/C497/21/001

Endorsement by Relevant Development Authority

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

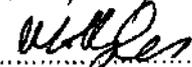
1. All the consents or approvals required under the *Planning, Development and Infrastructure Act 2016* in relation to the division of the land (and a change in use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division have been granted.
2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the *Planning, Development and Infrastructure Act 2016* in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the City of Onkaparinga.

Signed

 KYLE TAPSLOTT - SENIOR DEVELOPMENT OFFICER (PLANNING)

Witness



Date

7/12/21

Terms of Instrument not
checked by Lands Titles Office

SCHEME DESCRIPTION
Development No. 145/C497/21/001

**Annexure A – Land Division (Community Title) Approval Development No.
145/C497/21/001**

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DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Dock One Pty Ltd
Postal address: C/- Alexander Symonds Pty Ltd, PO Box 1000 Kent Town SA 5071
Email: dmaasdorp@alexander.com.au

IN REGARD TO:

Development application no.: 21027817	Lodged on: 16 Sep 2021
Nature of proposed development: 20A2252.PCCOM Community Title creating 20 additional allotments. Building Approval issued and buildings nearing completion.	

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 328 ESPLANADE MOANA SA 5169		
Title ref.: CT 6246/18	Plan Parcel: D3752 AL353	Council: CITY OF ONKAPARINGA

DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	23 Nov 2021	1	0	Assessment Manager at City of Onkaparinga
Land Division Consent	Granted	23 Nov 2021	3	0	Assessment Manager at City of Onkaparinga
Development Approval - Planning Consent; Land Division Consent	Granted	23 Nov 2021	4	0	City of Onkaparinga

FROM THE RELEVANT AUTHORITY: City of Onkaparinga
Date: 23 Nov 2021

CONDITIONS

Planning Consent

All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).

Land Division Consent

Condition 1

The common property area(s) and relevant services including:

- electricity
- water

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DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Dock One Pty Ltd
Postal address: C\ - Alexander Symonds Pty Ltd, PO Box 1000 Kent Town SA 5071
Email: dmaasdorp@alexander.com.au

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FROM THE RELEVANT AUTHORITY: City of Onkaparinga
Date: 23 Nov 2021

CONDITIONS

Planning Consent

All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).

Land Division Consent

Condition 1

The common property area(s) and relevant services including:

- electricity
- water

- drainage/stormwater
- effluent
- driveway and car parking areas
- telecommunications
- gas (if relevant)

shall be established in accordance with recognised engineering practice in accordance with the plan(s) submitted in the application (145/reference here) and prior to the occupation of the relevant dwellings relying on these services. Together with the landscaping, the common property and services shall be maintained in good condition at all times. If the developer does not complete the common property, this work and expense will become the responsibility of the subsequent purchasers of the community allotments.

Conditions Imposed by SPC Planning Services under Section 122 of the Act

Condition 2

Payment of \$158,160.00 into the Planning and Development Fund (20 allotment/s @ \$7,908.00 /allotment). Payment may be made via credit card (Visa or MasterCard) online at plan.sa.gov.au, over the phone on 7109 7018, or cheques may be made payable to the State Planning Commission, marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001.

Condition 3

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

ADVISORY NOTES

General Notes

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. 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 Consent

Advisory Note 1

Whilst not administered by Council, the provisions of the Fences Act 1975 may apply to any works proposed affecting boundary fences, including requirements for consultation and notification of adjoining owners. It is recommended that your obligations under the Fences Act are confirmed prior to any works affecting boundary fences (existing or proposed).

Advisory Note 2

Conditions of previous consents continue to apply to the subject land, unless expressly varied by this consent.

Advisory Note 3

The land owner/developer is responsible for ensuring that building work is sited in the approved position. This may necessitate a survey being carried out by a licensed land surveyor. Allotment boundaries will not be certified by council staff; however council may enforce removal of any encroachments over council land.

Land Division Consent

Please note this division will result in changes to current property addresses. Please contact a Business Support officer on 8384 0666 for confirmation.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: City of Onkaparinga	Type of consent: Planning and Land Division
Telephone: 0883840666	Email: pdiapplications@onkaparinga.sa.gov.au
Postal address: PO Box 1, Noarlunga Centre SA 5168	

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	MOANA	APPROVED:	15/12/2021
MAP REF:	6527/16/P	COUNCIL:	CITY OF ONKAPARINGA	DEPOSITED:	16/12/2021
LAST PLAN:	F257396	DEVELOPMENT NO:	145/C497/21/001/638	110023_text_01_v05_Version_5	



C42654

SHEET 1 OF 6

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

AGENT CODE: ALSY

REFERENCE: 20A2252LTOCOM(A)

SURVEYORS CERTIFICATION:
 I Mark Antony Peter Williams , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
 15th day of December 2021 Mark Antony Peter Williams Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6246	18		ALLOTMENT(S)	353	D	3752	WILLUNGA		

OTHER TITLES AFFECTED: CT 5264/865 , CT 5985/694

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXTINGUISH	CT 6246/21	SHORT	FREE AND UNRESTRICTED RIGHT(S) A OF WAY	A		1-21	TG 13383901
EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) A OF WAY	A		COMMON PROPERTY	TG 13383901

ANNOTATIONS: ENCROACHMENT OF BALCONY OCCURS OVER ESPLANADE
 ENCROACHMENT OF ROOF OCCURS OVER ESPLANADE
 ENCROACHMENT OF ROOF OCCURS OVER MOANA CRESCENT
 PLAN PURPOSE INCORRECT SHOULD BE COMMUNITY STRATA
 PLAN PURPOSE UPDATED BY ANNOTATION NOTE VIDE PR 13685306 PRO RG 17/12/2021

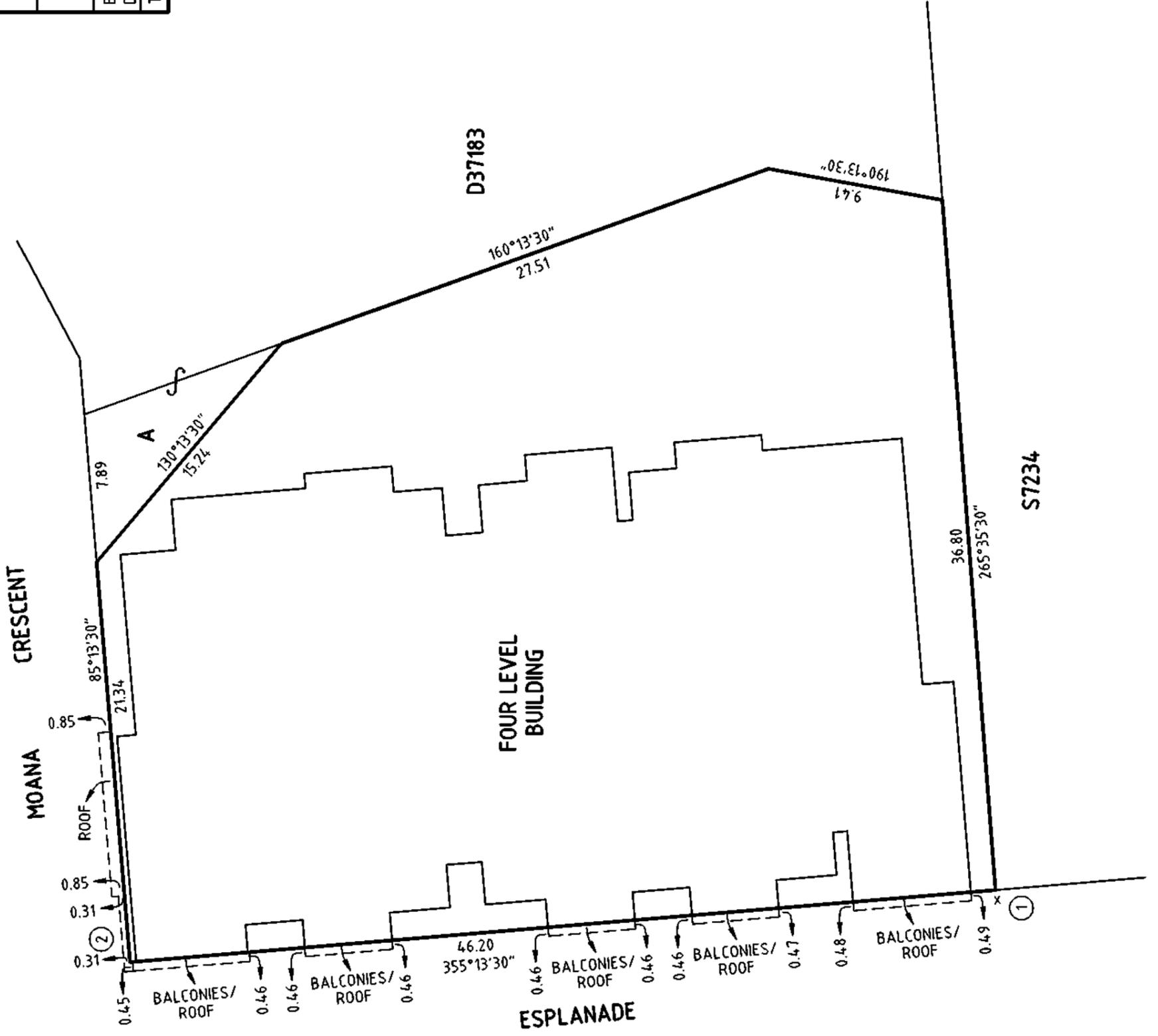
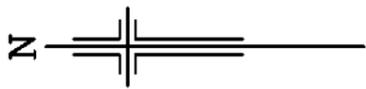
C42654

SHEET 2 OF 6

110023_pland_1_V01_Version_5

BEARING DATUM: ① - ② 355°13'30"
DERIVATION: FX257396 ADOPTED

TOTAL AREA: 1577m²



SITE PLAN



Alexander & Symonds Pty.Ltd.	
11 KING WILLIAM STREET, KENT TOWN P.O. BOX 1000 KENT TOWN 5071 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988	
REFERENCE 20A2252LT0-COMIA	HAMPTONS APARTMENTS
KJD 07/12/2021	MOANA

C42654

SHEET 3 OF 6

110023_pland_2_V01_Version_5

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

STORES ARE COVERED

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

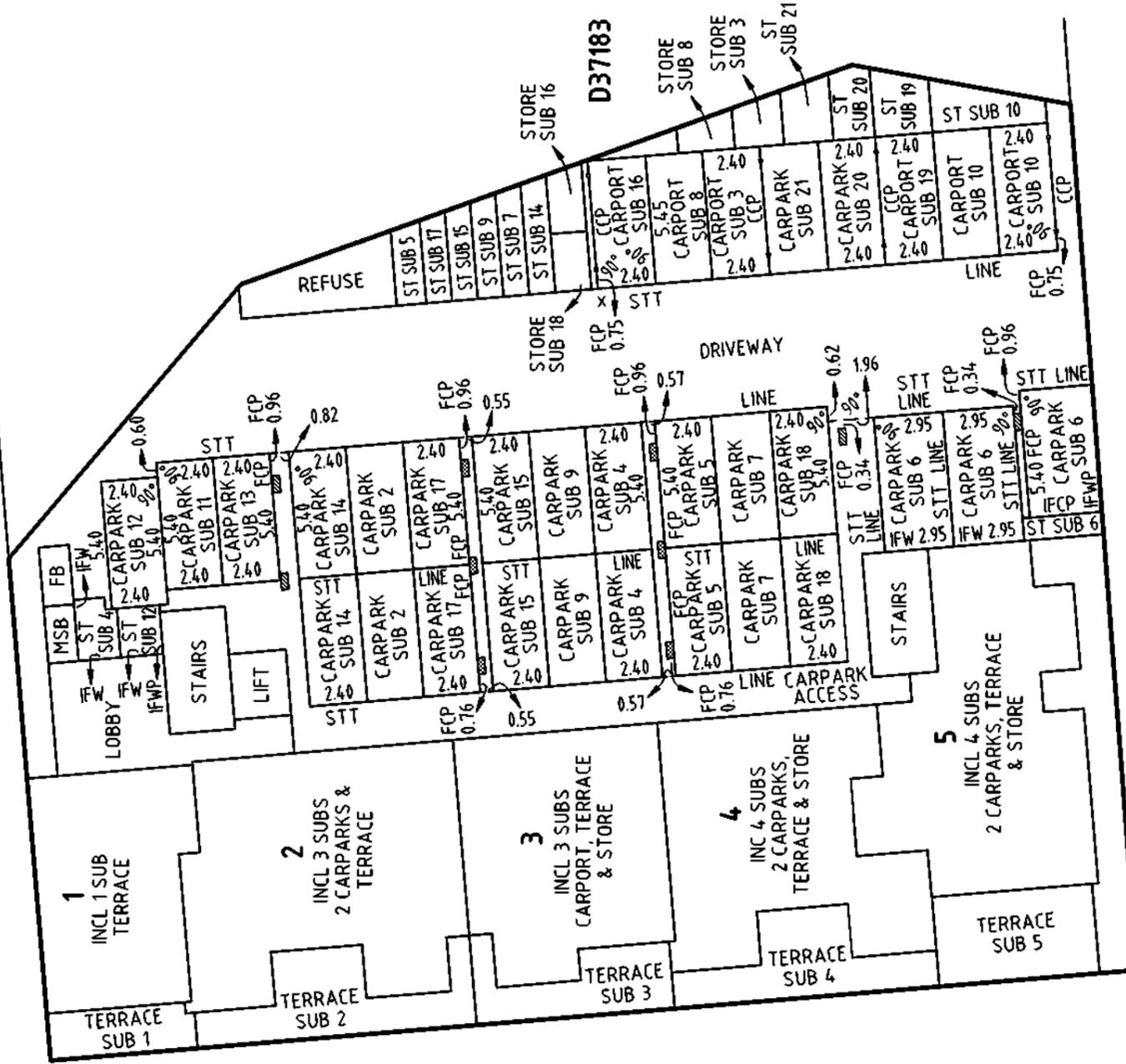
BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS TERRACE ARE WALL.

UNLESS SHOWN OTHERWISE STORES ARE DEFINED BY INSIDE FACE OF COLOURBOND CLADDING.

LEGEND	
FB	FIRE BOOSTER
MSB	MASTER SWITCHBOARD
STT	STRAIGHT
FCP	FACE OF COLUMN PRODUCED
CCP	CENTRILINE OF COLUMN PRODUCED
ST	STORE
IFW	INSIDE FACE OF WALL
IFWP	INSIDE FACE OF WALL PRODUCED
IFC	INSIDE FACE OF CLADDING
IFCP	INSIDE FACE OF CLADDING PRODUCED
☐	DENOTES COLUMN

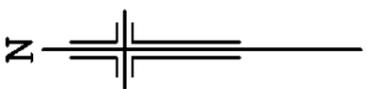
CRESCENT

MOANA



S7234

GROUND FLOOR PLAN



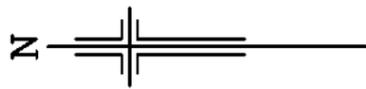
Alexander & Symonds Pty.Ltd.
 11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 5071
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE 20A2252LT0-COMIA HAMPTONS APARTMENTS
 KJD 07/12/2021 MOANA

C42654

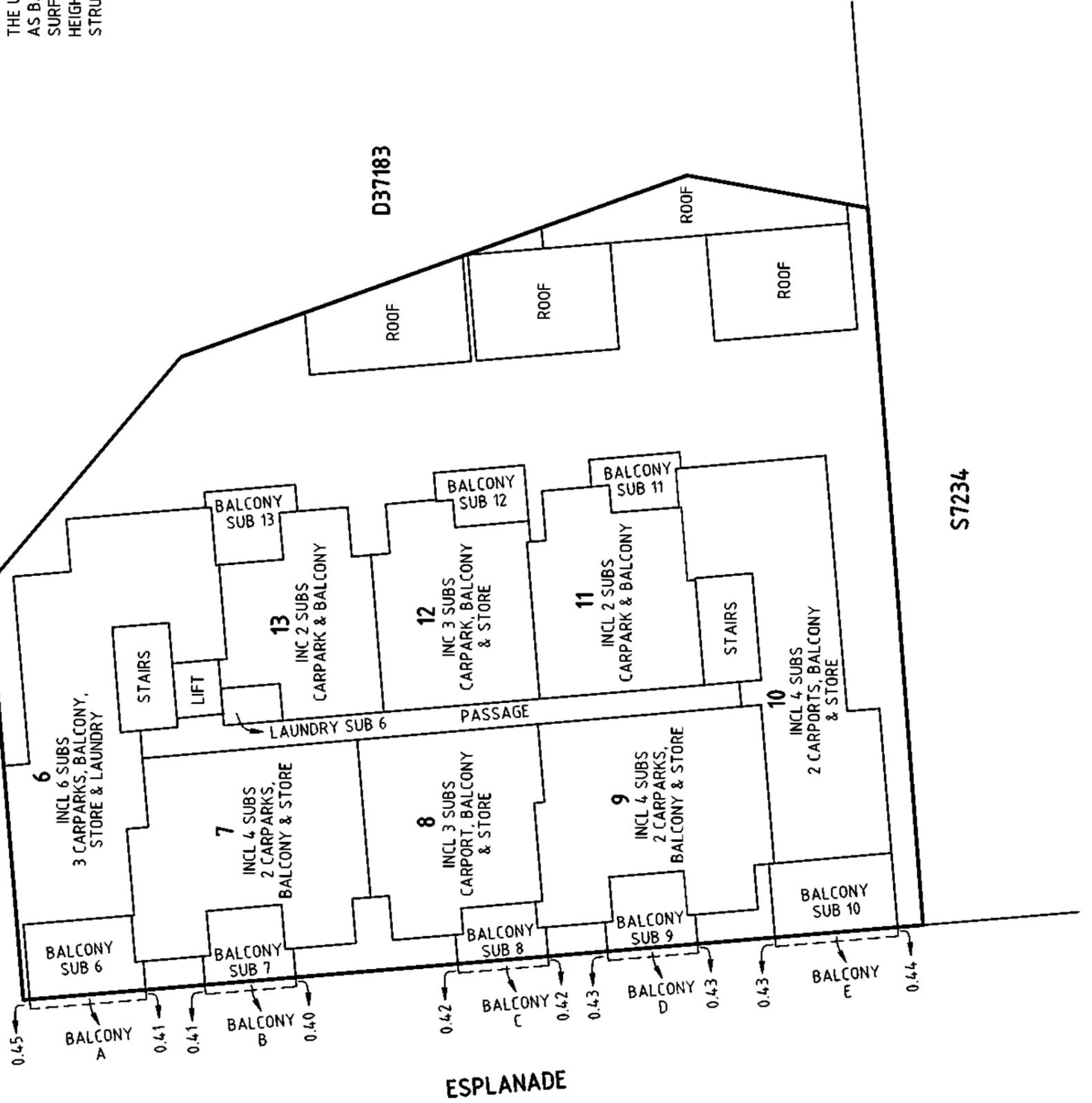
SHEET 4 OF 6

110023_pland_3_V01_Version_5

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



MOANA
CRESCENT



FIRST FLOOR PLAN



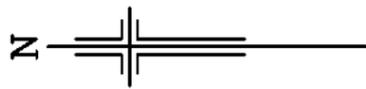
Alexander & Symonds Pty. Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
REFERENCE 20A2252LT0-COMIA HAMPTONS APARTMENTS
KJD 07/12/2021 MOANA

C42654

SHEET 5 OF 6

110023_pland_4_V01_Version_5

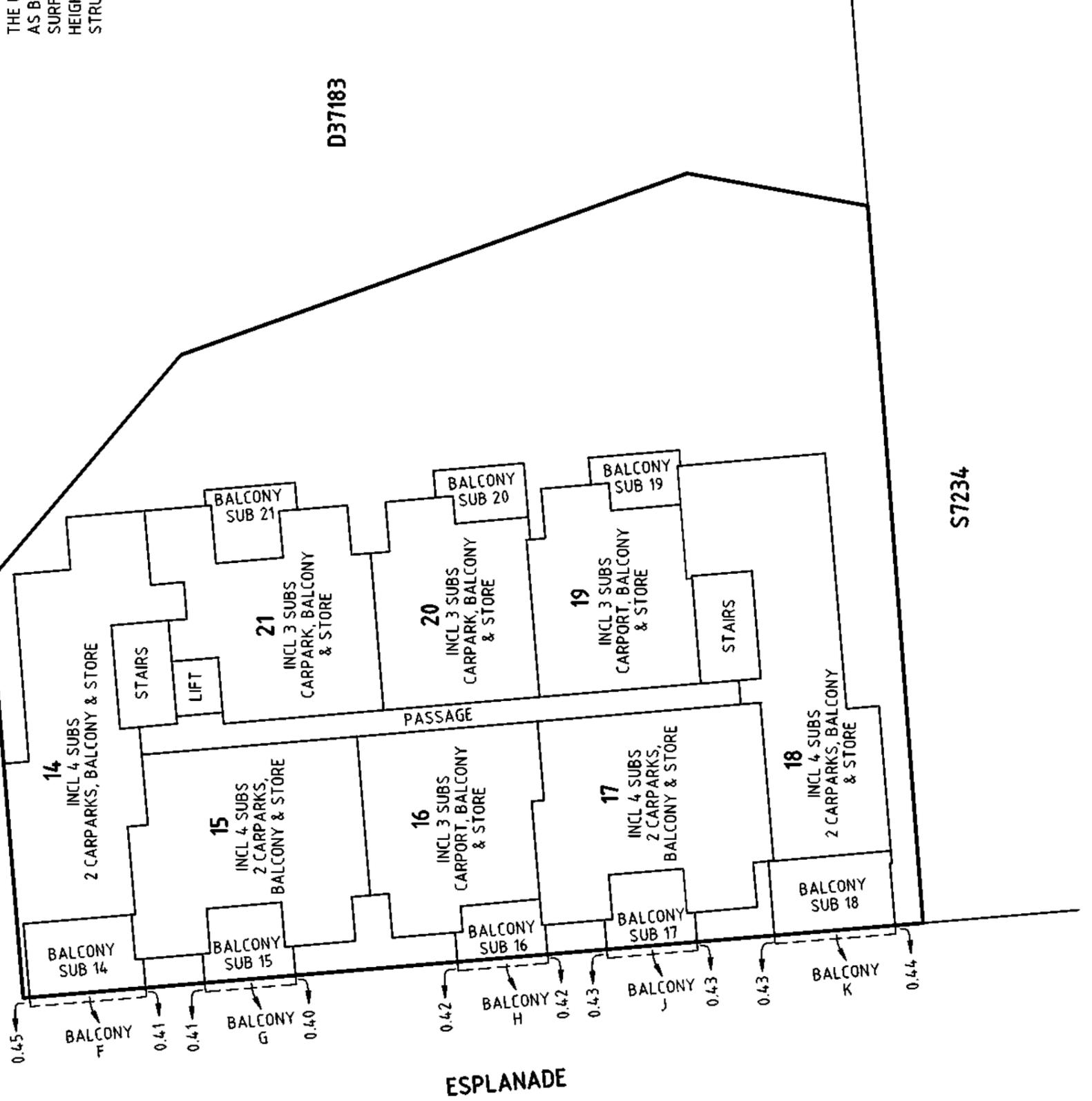
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



MOANA
CRESCENT

D37183

S7234



ESPLANADE

SECOND FLOOR PLAN



Alexander & Symonds Pty.Ltd.

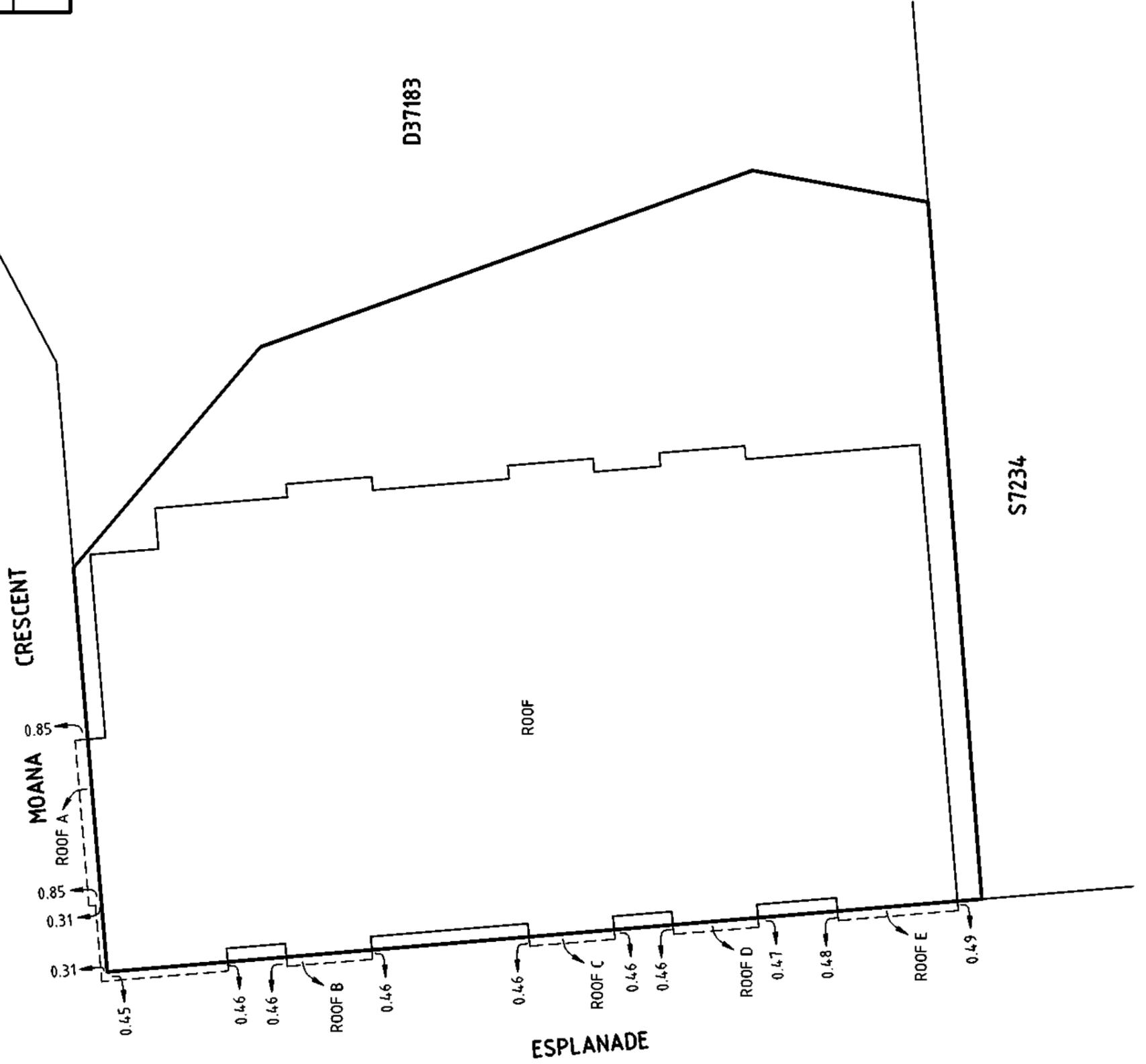
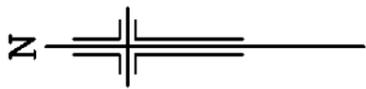
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE 20A2252LT0-COMIA HAMPTONS APARTMENTS
KJD 07/12/2021 MOANA

C42654

SHEET 6 OF 6

110023_pland_5_V01_Version_5



ROOF PLAN



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

REFERENCE 20A2252LT0-COMIA	HAMPTONS APARTMENTS
KJD 07/12/2021	MOANA

LOT ENTITLEMENT SHEET

C42654

SHEET 1 OF 1

ACCEPTED 16.12.2021



PRO REGISTRAR-GENERAL

DEV No. 14516497121

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	275	
2	520	
3	400	
4	465	
5	505	
6	755	
7	550	
8	440	
9	535	
10	580	
11	335	
12	330	
13	320	
14	650	
15	565	
16	465	
17	565	
18	620	
19	350	
20	355	
21	420	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, **Fred Taormina**.....being
a Land Valuer within the meaning of the Land Valuers Act
1994 certify that this schedule is correct for the purposes
of the Community Titles Act 1996

Dated the.....15th.....day of.....December, 2021



.....
Signature of Land Valuer

Certificate of Title

Title Reference: CT 6263/960
Status: CURRENT
Parent Title(s): CT 6246/18
Dealing(s) Creating Title: ACT 13682189
Title Issued: 17/12/2021
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
22/12/2021	29/12/2021	13691435	TRANSFER	REGISTERED	MARYANNE CARMEL RULE, MARTIN JAMES RULE
22/12/2021	29/12/2021	13691434	DISCHARGE OF MORTGAGE	REGISTERED	13483639
16/03/2021	19/03/2021	13483639	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)



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: 2647594

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

13/02/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
19115596	M C & M J RULE			
PROPERTY DESCRIPTION				
A13 328 ESPLANADE / MOANA SA 5169				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
8614316161	CT 6263/960	\$510,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	192.15	
FINANCIAL YEAR	- REMISSION	\$	118.35	
2024-2025	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-123.80	
	= 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 14/05/2025



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



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2647594

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

13/02/2025

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

OWNERSHIP NAME M C & M J RULE		FINANCIAL YEAR 2024-2025	
PROPERTY DESCRIPTION A13 328 ESPLANADE / MOANA SA 5169			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
8614316161	CT 6263/960	\$100,000.00	0.0000 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 0.00		
- PAYMENTS	\$ 0.00		
= AMOUNT PAYABLE	\$ 0.00		

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

ON OR BEFORE 14/05/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
86 14316 16 1	CT6263960	13/2/2025	7793	2647594

ECKERMANN FORMS
 PO BOX 191
 CAMPBELLTOWN SA 5074
 searches@eckermannforms.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: M C & M J RULE
 Location: U13 328 ESPLANADE MOANA LT13 C42654
 Description: 3HUNIT CP Capital Value: \$ 510 000
 Rating: Residential

Periodic charges

Raised in current years to 31/12/2024

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available:	1/1/2022	Water rates	157.20
Sewer main available:	1/1/2022	Sewer rates	173.90
		Water use	48.84
		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	379.94CR
		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: 5/3/2025

This account has no meter of its own but is supplied from account no 86 14315 99 4.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 3.20%.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

South Australian Water Corporation

Name: M C & M J RULE Water & Sewer Account Acct. No.: 86 14316 16 1 Amount: _____

Address:
U13 328 ESPLANADE MOANA LT13
C42654

Payment Options

EFT

EFT Payment

Bank account name: SA Water Collection Account
BSB number: 065000
Bank account number: 10622859
Payment reference: 8614316161



Bill code: 8888
Ref: 8614316161

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: 8614316161