

Date: 5 July 2024

To: Searchlight Technology

Email: searches@searchlighttechnology.com.au

Property Address: 7/2-6 ALDINGA BEACH ROAD ALDINGA BEACH, SA 5173

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

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

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- The articles in force
- By-Laws (Community Corporations)
- All Sinking Fund Reports & Asbestos Report (if on file)

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

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

Kind Regards,

Strata Data

For and on behalf of COMMUNITY CORPORATION 25869 INC

E: reception@stratadata.com.au

P: 08 8372 2777

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY: Name: Searchlight Technology

Address: searches@searchlighttechnology.com.au

REGARDING: Corporation: COMMUNITY CORPORATION 25869 INC

Unit No. & Address: 7/2-6 ALDINGA BEACH ROAD ALDINGA BEACH

Owners: Craig Noble

Michelle Noble

PART 1: FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 880 Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$204.38	30/09/2024
Sinking Fund Levy	\$44.00	30/09/2024
Current Levy	Amount	Frequency
Current Levy Admin Fund Levy	Amount \$204.38	Frequency Quarterly

1.3 Arrears

Levies	Due as at 05/07/2024	Charged but due after 05/07/2024
Amount Due	\$0.00	\$0.00

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

Advance Payments \$0.00



Biller Code: 96503

Ref: 23201195700002586978

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: \$20,553.67 comprising Admin: \$8,474.43 and Sinking: \$12,079.24
- (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: Individual Owners pay

PART 2: INSURANCE

Insurer: CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Office Bearers	\$250,000.00	ST502166	15/04/2025
Common Property	\$250,000.00	ST502166	15/04/2025
Public Liability	\$20,000,000.00	ST502166	15/04/2025
Fidelity Guarantee	\$100,000.00	ST502166	15/04/2025
Voluntary workers	\$200,000.00	ST502166	15/04/2025
Government Audit Costs	\$25,000.00	ST502166	15/04/2025
Notes			

PART 3: DOCUMENTS SUPPLIED

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

PART 4: DOCUMENT INSPECTION

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

Statement Dated 05/07/2024

Signed for and on behalf of COMMUNITY CORPORATION 25869 INC

Doug Johnston

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 ection 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 25869 INC 7/2-6 ALDINGA BEACH ROAD ALDINGA BEACH

SETTLEMENT DATE	/ / 20	0	
UNIT OWNERS NAME			
UNIT OWNERS ADDRESS			
DATE & PLACE OF BIRTH		(COMPANY TITLES ON	JLY)
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	
CORRESPONDENCE TO O	WNER / AGENT	ACCOUNTS TO OWNER / AGENT (please circle)	
Will this unit be rented Yes / No	, if Yes then please comple	ete the details below	
RENTAL MANAGER/AGENT	S		
(if applicable)			
ADDRESS			
CONTACT PERSON			
	110115		
CONTACT DETAILS	HOME	WORK	
CONTACT DETAILS	MOBILE	WORK EMAIL	
TENANT NAMES			
CONTACT DETAILS TENANT NAMES CONTACT DETAILS	MOBILE	EMAIL	
TENANT NAMES	HOME MOBILE	WORK EMAIL	

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 Adjourned Annual General Meeting

Corporation COMMUNITY CORPORATION 25869 INC

Address 2-6 ALDINGA BEACH ROAD, ALDINGA BEACH

Meeting Date 30th of March, 2023 commencing at 9:00am

Location 647 Portrush Road Glen Osmond, South Australia 5064

Present in Person

Lot: 5 Mr Lewis Birch, Ms Tara Franceschini

Lot: 7 Craig Noble, Michelle Noble

Apologies

Nil

Present by Proxy

Lot: 10 Danielle O'donnell, Lea-Ann Leonard by Proxy to Strata Data

Lot: 8 James Hunter, Julie Kimber by Proxy to Strata Data

In attendance

Doug Johnston representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 9:10am.

Chairperson

It was resolved "that Doug Johnston 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 held on 6th April 2022 be accepted as a true and correct record of that meeting." *Carried Unanimously*"

Financial Report

It was resolved "that the statement of income and expenditure for the period 15th January 2022 to the 14th January 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.

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 or at the next renewal date, an increase in the insurance sum from \$200,000.00 up to the following amounts.

It was resolved "that the sums insured be:

Common Area Insurance \$250,000.00

Public Liability Insurance \$20,000,000.00

Office Bearers Liability \$250,000.00

Catastrophe Insurance Not Included

Fidelity Guarantee \$100,000.00

Machinery Breakdown Not Selected

Excess Refer to current Certificate of Currency

Renewal Date for these sums is 15/04/2023

Last Valuation Date 07/03/2018

Last Valuation Sum \$180,000.00

Flood Cover

The policy currently includes flood cover.

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

In accordance with Community Title legislation, individual lot owners are responsible for arranging the insurance for the buildings on their lot and this is to be for the full replacement value of the buildings.

Contents and Landlords Insurance

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

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

PDS and FSG

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

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Maintenance Requirements

Stormwater Preventative Maintenance (Hydrojet Clean)

Strata Data were requested to arrange for hydrojet cleaning of all common stormwater pipes, grates and pits, once per year in April. The Presiding Officer is to be contacted prior to the stormwater cleaning taking place to advise a start date, and then again to advise once it has been completed.

Sewer Preventative Maintenance (Hydrojet Clean)

Strata Data were instructed that this service is currently not required.

Other Relevant Business

Maintenance Condition and Safety Report

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

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

Strata Data were instructed that this report is not required at this time.

Resident Engagement

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

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$10,925.00. This Budget was approved:

It was resolved "that the Annual Contributions be as follows:

Administration Fund \$8,845.00

Sinking Fund \$2,080.00

Total Contribution \$10,925.00

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 Danielle O'donnell be appointed to the positions of Presiding Officer and Secretary and that Lea Ann Leonard be appointed to the position of Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners is appointed." *Carried Unanimously*

Committee Members

All Owners

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 \$3,456.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Thursday the 22nd February 2024 @ 12:30pm via Teleconference / Zoom or 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 9:30am.



Minutes of the Annual General Meeting

Corporation COMMUNITY CORPORATION 25869 INC

Address 2-6 ALDINGA BEACH ROAD, ALDINGA BEACH

Meeting Date 22nd of February, 2024 commencing at 12:30 PM

Location 647 Portrush Road Glen Osmond, South Australia 5064

Present in Person

Lot: 3 Peter Bolton Lot: 8 James Kimber, Lot: 9 Paul Modra

Apologies

Nil

Present by Proxy

Lot: 10 Danielle Mary O'Donnell, Lea-Ann Leonard by Proxy to Strata Data.

In attendance

Doug Johnston representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 1.00pm

Minutes of the Adjourned Annual General Meeting

Corporation COMMUNITY CORPORATION 25869 INC

Address 2-6 ALDINGA BEACH ROAD, ALDINGA BEACH

Meeting Date 7th of March, 2024 commencing at 11:00 PM

Location 647 Portrush Road Glen Osmond, South Australia 5064

Present in Person

Lot: 7 Craig Noble

Apologies

Nil

Present by Proxy

Lot: 3 Peter Bolton present via proxy to Strata Data

Lot: 5 Mr Lewis Birch, Ms Tara Franceschini present via proxy to Strata Data

Lot: 8 James Kimber, Julie Kimber present via proxy to Strata Data

Lot: 10 Danielle Mary O'Donnell, Lea-Ann Leonard by Proxy to Strata Data. present via proxy to Strata Data

In attendance

Zane Reeves representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 11.30 am.

Chairperson

It was resolved "that Zane Reeves 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 the 30th of March 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*"

Financial Report

It was resolved "that the statement of income and expenditure for the period Sunday 15 January 2023 to Sunday 14 January 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

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

Review of Sums Insured General Advice Warning

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

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

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

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

It was resolved "that the sums insured be:

Common Area Insurance \$250,000.00

Public Liability Insurance \$20,000,000.00

Office Bearers Liability \$250,000.00

Catastrophe Insurance Not Included

Fidelity Guarantee \$100,000.00

Machinery Breakdown Not Selected

Excess Refer to current Certificate of Currency

Renewal Date for these sums is 15/04/2024

Last Valuation Date 07/03/2018

Last Valuation Sum \$180,000.00

Flood Cover

The policy currently includes flood cover.

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

In accordance with Community Title legislation, individual lot owners are responsible for arranging the insurance for the buildings on their lot and this is to be for the full replacement value of the buildings.

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 -

Stormwater Preventative Maintenance (Hydrojet Clean)

Strata Data were requested to arrange for hydrojet cleaning of all common stormwater pipes, grates and pits, once per year in April. The Presiding Officer is to be contacted prior to the stormwater cleaning taking place to advise a start date, and then again to advise once it has been completed.

Sewer Preventative Maintenance (Hydrojet Clean)

Strata Data were instructed that this service is not required at this time.

Community Lot Painting

A Discussion took place between the members present about the poor state of the paintwork on some of the lots, Strata Data notified the members present that as the Corporation is a Community Land Division, the responsibility for paintwork related maintenance is an owners. Units 1- 6 were identified as requiring some painting works to the Northern Aspect and an owner Peter Bolton suggested that as the responsibility for maintenance of a lot lies with the owner not the Corporation that other owners may be interested in forming a collective to repaint the units, Strata Data were requested to send a list of all owners and their contact details to Peter Bolton, Paul Modra and James Kimber. Peter Bolton will contact the owners with a view to getting as many of the units as possible re-painted in one go with individual owners paying their portion of the repairs.

Strata Data were requested to clarify if they have it on record the colours of the paint scheme of the Corporation and send this information to all owners.

Boundary Fencing

A discussion between the members present took place on the subject of boundary fences and who is responsible for them, Strata Data confirmed that as per the Corporations By Laws that owners are responsible for their fences that run between Units and that the Corporation is responsible for boundary fencing.

Other Relevant Business

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*

Pergola Approval - Approval for the Installation of a Pergola Unit 9

A discussion between the members present took place and it was resolved "that Unit 9 be permitted to install a steel pergola at the rear of their property provided it is in keeping with the colours and schemed of the Corporation, it is installed in a professional manner by a qualified and insured contractor, it satisfies all local legislative requirements and all installation costs and all future repair/replacement/maintenance is the responsibility of the individual unit owner." *Motion Failed*

Pergola Approval - Approval for the Installation of a Pergola Unit 9

It was resolved "that Unit 9 be permitted to install a wooden pergola at the rear of their property provided it is in keeping with the colours and scheme of the Corporation, it is installed in a professional manner by a qualified and insured contractor, it satisfies all local legislative requirements and all installation costs and all future repair/replacement/maintenance is the responsibility of the individual unit owner." *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.

Parking On Corporation Property

The members present discussed the parking of vehicles on Common Property, the Body Corporate Manager clarified that the By Laws state that a person must not park, service or repair a motor vehicle on the Common Property, the Common property is defined as per the Corporations Lodged Plans and consists of the driveway in its entirety. Strata Data were requested to send out a Copy of the By laws and a Copy of the Corporations plan with the minutes when distributed.

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 \$9,290.00 This Budget was not approved:

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

Administration Fund \$9,290.00

Sinking Fund \$2,000.00

Total Contribution \$11,290.00

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*

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

Election of Officers

It was resolved "that Paul Modra be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the other owners is appointed." *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 \$3720.00 including GST.

Next Annual General Meeting -

The next Annual General Meeting will be held on Wednesday the 19th of February at 4:00pm Via Zoom / Telecast or by 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 11.47 am.





Date Printed 20/01/2023

Summary Financial Statement

COMMUNITY CORPORATION 25869 INC Address: 2-6 ALDINGA BEACH ROAD ALDINGA BEACH, South Australia 5173

ABN: 15883665488

Page 1

INCOME & EXPENDITURE STATEMENT BETWEEN 15/01/2022 AND 14/01/2023

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$8,574.45	-	\$8,574.45
Interest on Overdue Levies	\$2.63	-	\$2.63
Interest Received	\$121.49	-	\$121.49
Sinking Fund Levy	-	\$2,247.79	\$2,247.79
TOTAL INCOME	\$8,698.57	\$2,247.79	\$10,946.36
OUTGOINGS			
Audit	\$157.50	-	\$157.50
Bank Charges	\$35.65	-	\$35.65
Body Corporate Management	\$3,204.00	-	\$3,204.00
Disbursements	\$621.46	-	\$621.46
Electrical Works	\$135.45	-	\$135.45
Grounds Maintenance	\$561.00	\$1,627.79	\$2,188.79
Insurance Premium	\$1,673.20	-	\$1,673.20
Letterbox Repairs & Maintenance	\$245.06	-	\$245.06
Meeting Fees	\$230.00	-	\$230.00
Plumbing Repairs & Maintenance	\$793.25	-	\$793.25
Public Officer	\$114.00	-	\$114.00
Signs	\$326.95	-	\$326.95
Tax Return	\$189.00	-	\$189.00
WHS Compliance	\$118.00	-	\$118.00
TOTAL OUTGOINGS	\$8,404.52	\$1,627.79	\$10,032.31

SUMMARY

CLOSING BALANCE AS AT 14/01/2023	\$7,386.03	\$8,974.38	\$16,360.41
TOTAL OUTGOINGS	\$8,404.52	\$1,627.79	\$10,032.31
TOTAL INCOME	\$8,698.57	\$2,247.79	\$10,946.36
OPENING BALANCE AS AT 15/01/2022	\$7,091.98	\$8,354.38	\$15,446.36



Summary Financial Statement

Version: 03.10.01

Date Printed 15/01/2024

COMMUNITY CORPORATION 25869 INC Address: 2-6 ALDINGA BEACH ROAD ALDINGA BEACH, South Australia 5173

ABN: 15883665488

Page 1

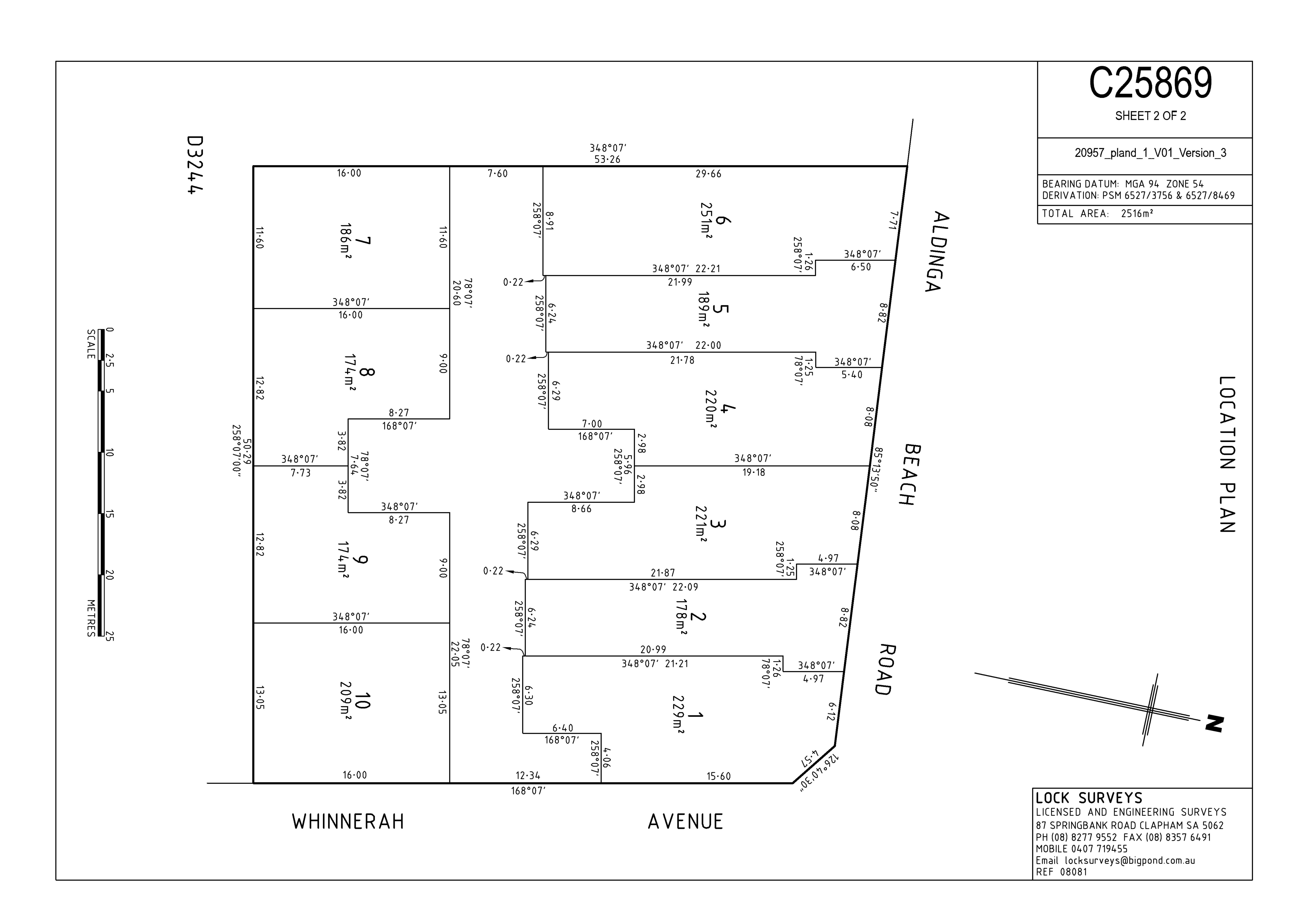
INCOME & EXPENDITURE STATEMENT BETWEEN 15/01/2023 AND 14/01/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$8,318.13	-	\$8,318.13
Interest on Overdue Levies	\$3.79	-	\$3.79
Interest Received	\$471.61	-	\$471.61
Sinking Fund Levy	-	\$1,989.49	\$1,989.49
TOTAL INCOME	\$8,793.53	\$1,989.49	\$10,783.02
OUTGOINGS			
Audit	\$172.00	-	\$172.00
Body Corporate Management	\$3,439.41	-	\$3,439.41
Disbursements	\$662.47	-	\$662.47
Insurance Premium	\$1,584.60	-	\$1,584.60
Meeting Fees	\$492.00	-	\$492.00
Plumbing Repairs & Maintenance	\$1,050.00	-	\$1,050.00
Public Officer	\$125.00	-	\$125.00
Tax Return	\$206.00	-	\$206.00
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$7,860.48		\$7,860.48

SUMMARY

OPENING BALANCE AS AT 15/01/2023	\$7,386.03	\$8,974.38	\$16,360.41
TOTAL INCOME	\$8,793.53	\$1,989.49	\$10,783.02
TOTAL OUTGOINGS	\$7,860.48	\$0.00	\$7,860.48
CLOSING BALANCE AS AT 14/01/2024	\$8,319.08	\$10,963.87	\$19,282.95
NET SURPLUS	\$933.05	\$1,989.49	\$2,922.54

PURPOSE:	PRIMARY COMMUNITY		AREA NAME:	ALD	INGA BEACH			AN	PROVED: GELA WESTTHORP 11/2009		
MAP REF:	6527/26/K		COUNCIL:	CIT	Y OF ONKAPARINGA				POSITED:	C25869	
LAST PLAN:	F52448		DEVELOPMEN	IT NO: 145	/C077/09/001/23170			JEN	NNY COTTNAM 01/2010	SHEET 1 OF 20957_text_01_v03_Version_3	2
AGENT DETAILS: AGENT CODE: REFERENCE:	LOCK SURVEYS 87 SPRINGBANK ROAD CLAPHAM SA 5062 PH: (08) 8277 9552 FAX: (08) 8357 6491 LOCK 08081CP		SURVEYORS CERTIFICATIO)N: infra		en the points m 996	narked > and <	on the plan; and (l		rtain about the location of that part of the	
SUBJECT TITLE DE PREFIX VOLUME CT 5469		PARCEL ALLOTMENT(S)		NUMBEI 24	R PLAN D	NUMBER 3244	HUNDRED WILLUNGA	/ IA / DIVISIO	N TOWN	REFERENCE	IUMBER
CT 5432	499	ALLOTMENT(S)		25	D	3244	WILLUNGA				
CT 5311	914	ALLOTMENT(S)		26	D	3244	WILLUNGA				
OTHER TITLES AFF	FECTED:										
EASEMENT DETAILS STATUS LA		FORM CATEGO	ORY IDE	NTIFIER	PURPOSE			IN FAVOUR C	F	CREAT	ION
ANNOTATIONS: TH	IE SERVICE INFRASTRUC	CTURE WAS NOT IN PLACE	E AS AT 01 / 10 / 2008								
ANNOTATIONS: TH	IE SERVICE INFRASTRUC	TURE WAS NOT IN PLACE	E AS AT 01 / 10 / 2008								



LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS					
LOT	LOT ENTITLEMENT SUBDIVIDE				
1	1080				
2	930				
3	1028				
4	1028				
5	980				
6	1370				
7	880				
8	862				
9	862				
10	980				
AGGREGATE	10000				

COMMUNITY PLAN NUMBER
C25869

THIS IS SHEET | OF | SHEETS

APPROVED DEPOSITED

5/1/2009

PRO REGISTRAR-GENERAL

APPLICATION 11318597

CERTIFICATE OF LAND VALUER

I, KOFI ADIH OF 507 SOUTH ROAD ASHFORD 5035 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 ...9th.... Day of ... November 2009.....

Signature of Land Valuer





Sinking Fund Forecast

SC 25869 Inc



Scheme Number: SC 25869 Inc

COMPILED BY Sydney Lue

On March 24 2015

15 Years Starting at : Jan 15 2015

Reference Number V10: 85589

Independent Inspections ABN 91 239 548 041 T 1300 857 149 F 1300 857 150 M 0402 259 479 E admin@iiigi.com.au W www.iiigi.com.au

FORECAST REPORT CONTENTS

INTRODUCTION	2
LOCATION OF PROPERTY	2
PROPOSED LEVIES	2
METHODOLOGY	3
ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTIONS	4
FORECAST OF SINKING FUND COSTS, INCOME AND BANK BALANCE	5
YEARLY TABLE OF EXPENDITURE	6
FORECAST EXPENDITURE BY BUILDING AREA	ϵ
REPORT NOTES	7

INTRODUCTION

In accordance with your instructions we have carried out an inspection of the property in order to determine a Forecast to assist the managers and owners in setting the appropriate fees to cover the building maintenance costs.

LOCATION OF PROPERTY

2-6 Aldinga Beach Rd, Aldinga Beach, SA 5173

PROPOSED LEVIES

We have estimated that the proposed levies in this report will be adequate to meet projected costs, not traditionly in the administration fund.

We recommend that the forecast be regularly updated to ensure that an accurate assessment of the building and facilities management and to incorporate into the forecast any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement per annum already set is :	\$0.04
Number of Lot/Unit Entitlements:	10000
Opening Balance	\$1,639
The Proposed Sinking Fund levy per entitlement per annum is :	\$0.04

METHODOLOGY

We have adopted a forecast period of this report for 15 Years. However, the items that have an effective life beyond the forecast period are taken into consideration in the calculation of the yearly estimated Sinking Fund Levy, as well as those items less than 15 Years. Sinking Fund Items that are identified in the report have been given a materially effective life at the time of inspection, that relates to it's current condition compared to being replaced or painted. We also suggest that the committee review the forecast on an annual basis to take into account changes to the configuration of the building ages.

The levy income has been determined by forecasting the expected expenditure to maintain the building and the effective life and making an allowance for those items that do not have a set lifespan. The levy income is initially adjusted to smooth the effects of major cost fluctuations given the initial fund balance and income depending on the financial position of the building. Levy income is then generally increased at a rate of 4% per annum over the remaining years of the forecast.

Interest receivable on the Sinking Fund Account has been allowed for in the calculation of funds available at a rate of 2.5%. The Interest receivable amount has been determined by using a net rate of 2.5% on the fund balance at the end of the preceding financial year and makes an allowance for charges that may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued in the forecast period.

Replacement costs have been calculated by the current cost for each item to a standard, the same or better than the original at the time of inspection. These forecast costs are increased each year at a rate of 4% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10% per annum has been applied to the forecast costs, it is applied to each item cost in the year the cost that is forecast to occur for allowance of variations from quotations obtained in advance.

The effective life for each item identified is based on its materially effective life at the time of inspection, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

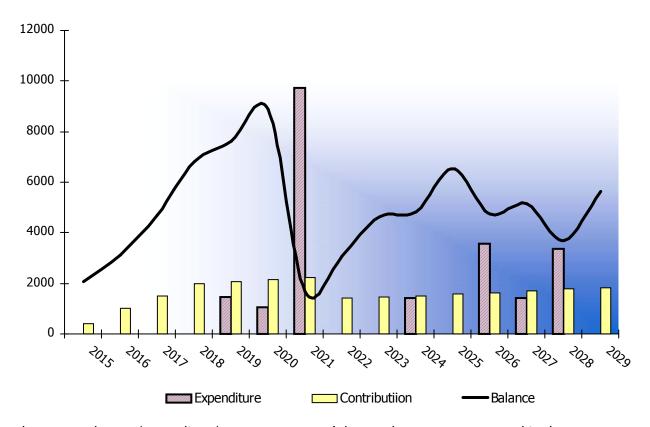
This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

GST has been incorporated to the financials

SC 25869 Inc
ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTION

Year		Costs	Inco	me	Annual Fur	Per Entitlement	
Life Years	Financial Year Starting	Estimated Expenditure (Inc GST)	Contribution Total P.A. incl 4.00% Inflation	Bank Interest at 2.50%	Opening Balance (Beginning of Year)	Closing Balance (End of Year)	Levy
1	Jan 15	\$0	\$400	41	\$1,639	\$2,080	\$.04
2	Jan 16	\$0	\$1,000	52	\$2,080	\$3,132	\$.10
3	Jan 17	\$0	\$1,500	78	\$3,132	\$4,710	\$.15
4	Jan 18	\$0	\$2,000	118	\$4,710	\$6,828	\$.20
5	Jan 19	\$1,472	\$2,080	171	\$6,828	\$7,607	\$.21
6	Jan 20	\$1,072	\$2,163	190	\$7,607	\$8,888	\$.22
7	Jan 21	\$9,712	\$2,250	222	\$8,888	\$1,648	\$.23
8	Jan 22	\$0	\$1,400	41	\$1,648	\$3,089	\$.14
9	Jan 23	\$0	\$1,456	77	\$3,089	\$4,622	\$.15
10	Jan 24	\$1,433	\$1,514	116	\$4,622	\$4,819	\$.15
11	Jan 25	\$0	\$1,575	120	\$4,819	\$6,514	\$.16
12	Jan 26	\$3,584	\$1,638	163	\$6,514	\$4,731	\$.16
13	Jan 27	\$1,410	\$1,704	118	\$4,731	\$5,143	\$.17
14	Jan 28	\$3,352	\$1,772	129	\$5,143	\$3,692	\$.18
15	Jan 29	\$0	\$1,843	92	\$3,692	\$5,627	\$.18

SC 25869 Inc
FORECAST OF COSTS,INCOME AND BANK BALANCE



The Expected Costs (Expenditure) are a summary of the Yearly Expenses expected in the Forecast Year.

The Income represents the Proposed Levies (Contribuitions) for Each Financial Year. The Closing Bank Balance is at the end of the Year, After Costs have been taken Out.

SC 25869 Inc

YEARLY PROJECTED FORECAST SUMMARY

Year Starting	Year Starting January 2019						
FIXTURES/FITTIN - Maintain S	IGS Switchboard/ Electrica	I	\$1,472				
Total Forecast Expenditure fo	r year commencing:	January 2019	\$1,472				
Year Starting	January 2	020	Expense				
FIXTURES/FITTIN - Maintain S			\$1,072				
Total Forecast Expenditure fo	r year commencing:	January 2020	\$1,072				
Year Starting DRIVEWAY /CAR - Maintain [January 2 PARK & PAVING Driveway Paving	021	Expense \$1,592				
FENCING			+ 1,5 : _				
- Maintain a	and Repaint Wall		\$7,165				
- Maintain F	encing		\$955				
Total Forecast Expenditure fo	r year commencing:	January 2021	\$9,712				
Year Starting	January 2	024	Expense				
	Orainage Grates		\$1,433				
Total Forecast Expenditure fo	r year commencing:	January 2024	\$1,433				

Year Starting	January 2	026	Expense
FIXTURES/FITTIN			ć4 027
	Switchboard/ Electrica	ı	\$1,937
- Maintain/	Repair Mail Boxes		\$1,647
Total Forecast Expenditure fo	r year commencing:	January 2026	\$3,584
Year Starting	January 2	027	Expense
FIXTURES/FITTIN - Maintain S			\$1,410
Total Forecast Expenditure fo	r year commencing:	January 2027	\$1,410
Year Starting	January 2	028	Expense
DRIVEWAY /CAR - Maintain (PARK & PAVING Oriveway Paving		\$2,095
FENCING - Maintain F	encing		\$1,257
Total Forecast Expenditure fo	r year commencing:	January 2028	\$3,352

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
DRIVEWAY /CAR PARK & PAVING																		
- Maintain Drainage Grates	\$800	2024	10										1433					
- Maintain Driveway Paving	\$1,000	2021	7							1592							2095	
FENCING																		
- Maintain and Repaint Wall	\$4,500	2021	10							7165								
- Maintain Fencing	\$600	2021	7							955							1257	
FIXTURES/FITTINGS																		
·	\$700	2020	7						1072							1410		
·	\$700 \$1,000	2020	7					1472							1937	1410		
FIXTURES/FITTINGS - Maintain Signage - Maintain Switchboard/ Electrical - Maintain/Repair Mail Boxes		2019						1472							1937 1647	1410		

FORECAST EXPENDITURE BY BUILDING AREAS

SC 25869 Inc

Independent Inspections

EXTERNAL COMMON AREAS

REPORT NOTES -

The replacement costs included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every effort has been made to accurately estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary and it is recommended that quotations are sourced as in advance of any anticipated sinking find maintenance costs as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection.

COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:

Associate Diploma (Laboratory Operations), Diploma (Civil Engineering),

Diploma (Quality Management), Diploma (Business), Diploma (Training and Assessment), Diploma (Laboratory Technology), Lead Environmental Auditor, National Association of Testing Authorities Technical Assessor for Construction Materials. Member of the Australian Organisation for Quality.

READILY ACCESSIBLE AREA INSPECTED

The inspection covered the Readily Accessible Areas of the property including:

Building Interior, Building Exterior, Roof Exterior, Driveway Areas, The grounds including, landscaping, retaining walls, fences within the property boundaries.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.

Other Comments

GENERAL CONDITIONS OF ENGAGEMENT

1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS

- 1.2 Independent Inspections Pty Ltd ("Consultant") will:
- (a) perform the services ("Services") which it has agreed to perform for its client ("Client") including any variations with due care, skill and diligence;
- (b) comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
- (c) perform the Services in a timely manner or within an agreed program for the commencement and completion of the Services to the extent that it is within the Consultant's reasonable control to do so

2 PAYMENT

- 2.1 The Client will pay to the Consultant the agreed fee for the performance of the Services plus related disbursements. If no fee or basis for calculating the fee has been agreed, then the Consultant is entitled to be paid a reasonable fee taking into consideration the Consultant's Schedule of Hourly Rates, By Category, For Fees on a Time Basis, current at the time the Services are performed, a copy of which shall be provided by the Consultant to the Client upon request.
- 2.2 Tax invoices issued by the Consultant for payment for the Services performed must be paid by the Client within 14 days of receipt, unless otherwise agreed.
- 2.3 If the Consultant's fees exclude any goods and services tax or the like tax ("GST"), the Client shall also pay to the Consultant the GST applicable to those fees.
- 2.4 Late payment of fees shall constitute a default and the client shall be a default interest on overdue amounts from the date of payment at a rate of 10% of the amount due each 7 days overdue.

3 VARIATIONS/DOCUMENTS

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required

or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change

4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

- 4.1 The Client agrees prior to placing the order that they have read and agreed to the conditions of engagement and by the placement of the order by phone, fax or email is liable for charges incurred.
- 4.2 The Client will provide the Consultant with all relevant information and documents relating to the Client's requirements;
- 4.3 promptly and satisfactorily answer all reasonable enquiries and furnish information requested by the Consultant;
- 4.4 take all reasonable steps to avoid doing or omitting anything which may delay the Consultant in performing the Services;
- 4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and

regulatory requirements such as permit or approval fees; and

- 4.6 discharge its obligations reasonably and in good faith.
- 4.7 An instruction by the Client to vary anything in drawings, specifications or other documents issued previously by the Consultant and complying with this Agreement or where amendments to such documents become necessary or desirable because of circumstances beyond the reasonable control of the Consultant, such instructions or amendments shall be considered to be a change to the Services.

 4.8 The Client accepts the risk of using drawings, specifications, reports or any other documents issued by the Consultant in electronic form without requesting

and checking them for accuracy against an original hard copy version.

5 DELAY AND EXTENSION OF TIME

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services

by an act, omission or event beyond the reasonable control of the Consultant.

5.2 If the Consultant is delayed in performing the Services by the Client or its contractors or agents, the Client will pay to the Consultant such costs, expenses,

loss or damage incurred by the Consultant or for which the Consultant is liable due to the delay

6 TERMINATION AND SUSPENSION OF SERVICES

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its

rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified

in the notice, the other party may, without further notice, suspend or terminate this Agreement.

- 6.2 Either party may suspend or terminate this Agreement by written notice to the other party:
- (a) Where a party, in the reasonable opinion of the other party suffers or may potentially suffer an adverse or potentially adverse alteration in its financial capacity to function as a solvent business or entity
- (b) In the event of any occurrence or threat made by anyone in that is connected with Terrorism or War and in connection with this Agreement.

7 LIABILITY

- 7.1 The Consultant accepts responsibility for the performance or non-performance of the Services to the extent provided in this Agreement.
- 7.2 Consultant shall have no liability to the Client for or in connection with any indirect, economic, special or consequential loss or damage including without
- limitation; loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent,

financing and holding costs in connection with the Services.

- 7.3 Notwithstanding any other provision of this Agreement,
- (a) to the extent permissible by law, the Consultant will only be liable to the Client whether under contract, in tort, under statute or otherwise for any loss, damage or injury to the extent and in the proportion to which such loss, damage or injury is caused by the fault of the Consultant; and
- (b) unless the Consultant's liability is limited under subclause 7.4, the Consultant's aggregate liability to the Client arising out of the performance or nonperformance of the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the fee payable to the Consultant under this Agreement (excluding GST and reimbursable expenses) or \$100,000, whichever is the lesser
- 7.4 This subclause 7.4 only applies if the law governing this Agreement is that of an Australian State or Territory and/or the Commonwealth of Australia. The liability of the Consultant for breach of any term, condition or warranty under or implied by the Trade Practices Act 1974 ("Act") shall be limited, at the option of the Consultant, and to the extent permitted by the Act, to:
- (i) the supplying of the Services again; or
- (ii) the payment of the cost of having the Services supplied again.
- 7.5 Any liability which the Consultant may have in connection with the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be deemed to have been discharged at the expiration of 2 years from the completion of the Services and the Client is thereafter barred from commencing any action or making any claims against the Consultant in connection with the Services, unless legal proceedings are issued and the associated formal documentation served upon the Consultant within that period

8 ASBESTOS, MOULD TERRORISM

- 8.1 Notwithstanding anything else in this Agreement or any document or representations made by anyone and to the extent permitted by law, the Consultant shall not be liable or held responsible whether under the law of contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of whatsoever nature (including personal injury and death) directly or indirectly caused by, resulting from, based upon, attributable to, in consequence of or in connection with asbestos or Mould or any act of Terrorism or War regardless of any other cause or event contributing concurrently or in any other sequence.
- 8.2 The Client releases the Consultant from all causes of action, proceedings, claims, demands, liabilities or rights which the Client has or may have had but for subclause 8.1 above and this subclause 8.2 and is barred from commencing any proceedings against the Consultant for any loss or damage caused by anything in connection with asbestos, Mould, Terrorism or War.
- 8.3 For the purposes of this clause:
- (a) "Mould" means fungi, moulds, spores or mycotoxins of any kind;
- (b) "Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; and
- (c) "War" means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of, or damage to, property by or under the order of any government or public local authority.

9 MISCELLANEOUS

- 9.1 If the Consultant began to perform the Services before this Agreement was agreed to by all the parties, the terms of this Agreement shall apply retrospectively from when the Services began to be performed.
- 9.2 If the whole or any part of a clause in this Agreement is unenforceable for any reason, it shall be severed from this Agreement so that the remaining part of the clause or Agreement continues to operate as if the severed part had never been included in this Agreement.
- 9.3 Any conditions identified as Special Conditions shall take precedence over any other clause in this Agreement.
- 9.4 The Agreement shall be governed and construed in accordance with the laws of the Country, State or Territory where the majority of the Services are performed.
- 9.5 The Consultant shall retain copyright of all the intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they were intended. The ownership of date and factual information collected by the Consultant and paid for by the client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this agreement

FORECAST EXPENDITURE BY BUILDING AREAS

Monday, 30 March 2015

2:17:06 PM

Area	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
DRIVEWAY /CAR PARK & PAVING	0	0	0	0	0	0	1592	0	0	1433	0	0	0	2095	0
FENCING	0	0	0	0	0	0	8120	0	0	0	0	0	0	1257	0
FIXTURES/FITTINGS	0	0	0	0	1472	1072	0	0	0	0	0	3584	1410	0	0
					1472	1072	9712			1433		3584	1410	3352	

By-Laws Development No. 145/C077/09 PAGE 1 OF 9

COMMUNITY TITLES ACT 1996

BY - LAWS

COMMUNITY CORPORATION NO. 25869 INC

ADDRESS: 2 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173

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

Michael George Psarros/Mark Anthony Psarros/Lina Psarros

Unit 5, 72-78 Carrington Street, Adelaide SA 5000

By-Laws Development No. 145/C077/09 PAGE 2 OF 9

COMMUNITY TITLES ACT 1996. COMMUNITY SCHEME PLAN NO. 25869

These notes **DO NOT** form part of the annexed by-laws. Note: 1.

2. These notes ARE NOT a summary of the Community Titles Act 1996. Prospective purchasers and owners of lots should read a copy of the Act. Copies can be obtained from State Information, 101 Grenfell Street, Adelaide.

Persons bound by these by-laws

- These by-laws bind
 - the owners and occupiers of the community lots in the scheme, (a)
 - the community corporation, and (b)
 - persons entering the community parcel. (See section 43). (c)

Variation of by-laws

These by-laws may be varied by a special resolution of the community corporation. (Section 39).

Insurance

- The buildings on the community lots ARE NOT insured by the 3. (a) community corporation.
 - The owners of lots who share a party wall must insure the buildings on their lots against risks that a normally prudent person would insure against for the (b) full cost of replacing the buildings with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees. Evidence of the insurance must be delivered to the community corporation. (Section 106).
 - The owners of lots should insure the buildings on their lot for their own (c) protection.
 - The community corporation must take out the insurance specified in sections (d) 103 and 104 of the Act.
 - The developer must insure and maintain that insurance for 6 months after the (e) plan is deposited. (Section 107)

Membership of community corporation

The owners of the lots are members of the community corporation and are responsible for its debts. The affairs of the community corporation must be managed 4. and conducted in accordance with the Community Titles Act 1996.

The owners of lots are responsible for the maintenance and repair of the fencing of **Fences** The Fences Act 1975 applies as between adjoining owners. 5. their lots.

COMMUNITY TITLES ACT 1996

COMMUNITY PLAN NO. 25869

INDEX TO BY-LAWS

PART 1 - PRELIMINARY

1. Interpretation	חו
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PART 2 - COMMON PROPERTY

2	Administration of common property
3	Use of common property
4	Offences on common property

5 Traffic and Parking

6 Notice of defects in common property

PART 3 - COMMUNITY PROPERTY

7	Use of lots
8	Building work on lots
9	Repair
10	Painting
11	Gardens
12	Offensive objects and rubbish
13	Garbage
4	Disturbances

PART 4 - THE CORPORATION

15 Votes of members

PART 5 - GENERAL

- Prevention of contravention of By-Laws
- 17 Offences

By-Laws Development No. 145/C077/09 PAGE 4 OF 9

COMMUNITY SCHEME PLAN NO. 25869

BY-LAWS of the community scheme in relation to the land divided by the plan of community division deposited in the Lands Titles Registration Office and numbered 25869 made pursuant to section 34 of the Community Titles Act 1996.

PART 1 - PRELIMINARY

Interpretation

- 1. (1) In these by-laws, unless the contrary intention appears
 - "the Act" means the Community Titles Act 1996;
 - "the corporation" means the community corporation established upon the deposit of the plan;
 - "the plan" means the plan of community division deposited in the Lands Titles Registration Office and numbered 25869;
 - "building" means building or other improvement;
 - "the common property" means the common property created by the plan and includes the driveway (if any) and the service infrastructure (except any part of the service infrastructure that provides a service to only one lot or that is vested in a Minister of the Crown or other authority or person) and any other common property described in section 28 (1) of the Act;
 - "the community parcel" means the land divided by the plan except any street, road, thoroughfare, reserve or other similar open space that is vested in a council or a prescribed authority or that reverts to the Crown under section 26 of the Act;
 - "lots" means a lot created by the division of the land divided by the plan and includes any building on the lot;
 - "occupier" in relation to a lot means the occupier of the lot and, if the lot is not occupied, means the owner of the lot;
 - "service infrastructure" means any cables, wires, pipes, sewers, drains, ducts, plant or equipment by which lots or common property are provided with water, gas or electricity supply or reticulation, telephone services, sewer systems or drainage or other systems or services designed to improve the amenity, or enhance the enjoyment, of lots or common property;
 - "visitor" means any person who is on the community parcel at the invitation, by the licence, or with the permission, of the owner or occupier of a lot.

- (2) Any term defined in the Act and used in these by-laws has the meaning stated in the Act unless the contrary intention appears.
- (3) Notes to provisions of these by-laws or attached to these by-laws do not form part of these by-laws.

PART 2 - COMMON PROPERTY

Administration of common property

- 2. The corporation shall administer, manage and control the common property.
 - (a) The Corporation shall maintain repair and replace all of the improvements and service infrastructure in or forming part of the common property,
 - (b) without limiting the effect of By-Law 2 (a) the community corporation shall regularly service and clean all storm water silt traps situated in any roadway or driveway forming part of the common property,
 - (c) the corporation shall ensure that all public lighting within the common property is in good working order and the corporation shall maintain repair and replace the public lighting as and when required,
 - (d) the corporation shall irrigate and properly maintain all lawns gardens and trees situated on the common property,

Use of common property

- 3. (1) Subject to the Act, these by-laws and any rights that may be granted by the corporation, the owners and occupiers of lots in the community parcel and their visitors may, jointly with the owners and occupiers of the other lots in community parcel and their visitors, use and enjoy the common property for the purposes for which it is provided.
 - Owners and occupiers of lots must comply with these by-laws and any rules made, or conditions imposed, by the corporation from time to time relating to the use or enjoyment of the common property.
 - (3) Owners and occupiers of lots must not, without the prior consent in writing of the corporation, construct any building fence pergola or other structure on the common property.
 - (4) The corporation may withdraw any consent given under this by-law at any time unless the consent specifies a period of notice that must be given before the consent with withdrawn.

Offences on common property

- 4. A person must not without the prior consent in writing of the corporation -
 - (a) enter upon the common property or use the common property in any manner or for any purpose provided that this clause does not apply to the owners and occupiers of lots or their visitors,
 - (b) obstruct, or unreasonably interfere with, the lawful use of the common property by the owner or occupier of any lot or his or her visitors,
 - (c) damage or interfere with any building, tree, plant or garden on the common property, or
 - (d) deposit any rubbish, waste or other material (whether of a similar nature or not) on the common property.

Traffic and Parking

- 5. (1) A person must not drive a motor vehicle on the common property except on a roadway provided by the corporation for use by motor vehicles.
 - (2) A person must not obstruct vehicular or pedestrian traffic on the common property.
 - (3) Subject to clause (4) of this by-law, a person must not park, service or repair a motor vehicle on the common property.
 - Owners and occupiers of lots and their visitors may park motor vehicles in any area provided by the corporation for the parking of motor vehicles by owners and occupiers and their visitors subject to compliance with these by-laws and any rules made, or conditions imposed, by the corporation from time to time.
 - (5) A person must not ride a skate board, roller skates, roller blades, or any other similar device on the common property.

Notice of defects in common property

6. Owners and occupiers of lots must give the corporation notice of any damage to, or defect in, the common property immediately they become aware of the damage or defect.

By-Laws Development No. 145/C077/09 PAGE 7 OF 9

PART 3 - COMMUNITY LOTS

Use of lots

- 7. (1) Lots may be used for residential purposes and for purposes that are normally incidental or ancillary to the use of land for residential purposes but must not be used for any other purpose.
 - (2) A person must not use, or suffer or permit a lot to be used, for any unlawful purpose.

Building work on lots

- 8. The owner or occupier of a lot must not, without the corporation's approval:-
 - (1) Erect any further buildings or structural improvements on a lot which may be visible from a portion of the common property which comprises the driveway, or
 - (2) alter the external appearance of their lot in such a manner as to be visible from the driveway, or
 - (3) effect any penetration whatsoever of any acoustic or fire rated party wall.

Repair

- 9. (1) The owner of a lot must
 - (a) maintain and keep the lot and any buildings on the lot in good order and condition, and
 - (b) carry out any work ordered by a council or public authority in respect of the lot.
 - (2) Without limiting the effect of clause (1) of this by-law, if any building on a lot is destroyed or damaged by any cause whatsoever, within three months after the damage or destruction, the owner of the lot must
 - (a) repair the building and restore it to its state and condition before the damage or destruction occurred, or
 - (b) replace the building with a new building of similar construction and appearance to the building that was damaged or destroyed.
 - (3) The occupier of a lot must keep the lot and any buildings on the lot in a clean and tidy condition at all times.

Painting

- A person must not, without the prior consent in writing of the corporation paint or decorate the façade, verandah or any other external part of any building on a lot (1) 10. with colours different to the existing colours thereof.
 - Subject to clause (1) of this by-law, a person may paint or redecorate the exterior of (2) any building on a lot at any time.

Gardens

The owner and the occupier of each lot must establish, cultivate, and keep the garden and grounds of the lot and all lawns, plants, trees and shrubs on the lot in good order 11. and condition and properly tended and cultivated and must replace any plants, trees or shrubs which may perish.

Offensive objects and rubbish

- A person must not -12.
 - bring on to the community parcel any object or material of a kind that is likely to cause justified offence to the owner or occupier of any lot or his or her visitors; or (a)
 - allow refuse to accumulate on the community parcel so as to cause justified offence to the owner or occupier of any lot or his or her visitors. (b)

Garbage

- The owner and the occupier of a lot -13.
 - must maintain on the lot a receptacle for garbage properly covered; and (a)
 - must comply with all by-laws relating to the disposal of garbage. (b)

Disturbances

A person must not engage in conduct that unreasonably disturbs the occupier of a lot or his or her visitors on the lot or the common property. 14.

By-Laws Development No. 145/C077/09 PAGE 9 OF 9

PART 4 - THE CORPORATION

Votes of Members

15. One vote maybe cast in respect of each Community Lot on any matter arising for decision at a general meeting of the corporation.

PART 5 - GENERAL

Prevention of Contravention of By-Laws

- Owners and occupiers of lots must not authorize or suffer or permit it any person to contravene, or fail to comply with, any provision of these by-laws.
 - (2) Owners and occupiers of lots must take all reasonable steps to ensure that their visitors do not contravene, or fail to comply with, any provision of these by-laws.

Offences

17. A person who contravenes, or fails to comply with, any provision of these by-laws is guilty of

Maximum penalty: \$500.00

LANDS TITLES REGISTRATION **OFFICE** SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix		
LF		
Series No.		

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

PSARROS & ALLEN CONVEYANCERS PSAL67

Correction to:

PSARROS & ALLEN CONVEYANCERS PSAL67

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

1

2

3

PICK-UP NO.	
СР	

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

UNDERMENTIONED AGENT(S) AGENT CODE ITEM(S)

CORRECTION	PASSED
FILED	
	REGISTRAR-GENERAL

R-G 010107

RESOLUTIONS AFFECTING STRATA CORPORATION 25869 INC

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

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

DATE RESOLUTION

03/03/11 Corporation's Right to Recover Money

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

Water Consumption

Strata Data informed the meeting that the corporation has independent water meters for this complex

Junk Mail Management

All owners are requested to ensure that junk mail and local news papers are removed on a daily basis. If these items are not desired by the resident, it is recommended that a No Junk mail sign be placed on the letterbox.

14/03/13 Interest Applied on Overdue Levies

That, in accordance with Section 114 (4) (b) of the Community Titles Act 1996, the Corporation resolve to fix (in accordance with the regulations) interest payable in respect of a contribution, or an installment of a contribution, that is in arrears, at a rate of 10% per annum.

03/04/14 <u>Insurance Excess & Liability</u>

That any insurance claim that is to do with the property of the owners, the owner will pay the insurance excess. Any claim related to the common property, the Corporation would pay the excess. The unit owner has a right of written appeal to the Management Committee.

08/03/16 Sinking Fund Analysis

That the Body Corporate resolves to adopt the "Sinking Fund Forecast" prepared by Independent Inspections as discussed at this meeting. Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every third year. A copy of the Sinking Fund Analysis is to be sent to all owners along with the Minutes of this meeting.

24/09/19 Approval for the Installation of Solar Panels – Lot 5

That approval be granted for the installation of Solar panels on the roof of Lot 5 subject to the following conditions being met and adhered to; that all costs for the installation be borne by the respective Lot owner, that they are installed in a professional manner by a qualified and fully insured contractor, that they satisfy all local legislative requirements and that all costs for ongoing maintenance be borne by the respective Lot owner.

06/04/22 Related Costs for Recovery of Outstanding Money

That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.

Approval for the Installation of Security Door

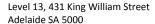
That all units be permitted to install Solar panels provided their roof can hold such a structure, they are as unobtrusive as possible, they are installed in a professional manner by a qualified and insured contractor, they satisfy all local legislative requirements and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual unit owner.

Approval for the Installation of a Pergola – Unit 10

That Unit 10 be permitted to install a steel pergola at the rear of their property provided it is in keeping with the colours and schemed of the Corporation, it is installed in a professional manner by a qualified and insured contractor, it satisfies all local legislative requirements and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual unit owner.

07/03/24 Pergola Approval - Approval for the Installation of a Pergola Unit 9

That Unit 9 be permitted to install a wooden pergola at the rear of their property provided it is in keeping with the colours and scheme of the Corporation, it is installed in a professional manner by a qualified and insured contractor, it satisfies all local legislative requirements and all installation costs and all future repair/replacement/maintenance is the responsibility of the individual unit owner.





Certificate of Currency

CHU Community Association Insurance Plan

Policy No ST502166

Policy Wording CHU COMMUNITY ASSOCIATION INSURANCE PLAN

Period of Insurance 15/04/2024 to 15/04/2025 at 4:00pm

The InsuredCOMMUNITY CORPORATION NO. 25869 INC.Situation2 ALDINGA BEACH ROAD ALDINGA BEACH SA 5173

Policies Selected

Policy 1 – Community Property

Community property: \$250,000 Community income: \$37,500 Common area contents: \$0

Policy 2 – Liability to Others Limit of liability: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee Sum Insured: \$100,000

Policy 5 - Office Bearers' Legal Liability

Limit of liability: \$250,000

Policy 6 - Machinery Breakdown

Not Selected

Policy 7 - Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000

Part B: Appeal expenses – common property health & safety breaches: \$100,000

Part C: Legal Defence Expenses: \$50,000



Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

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

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

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

Date Printed 21/03/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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

ST502166 Page 2 of 2