

ARTICLES OF STRATA CORPORATION

STRATA TITLES ACT 1988

SCHEDULE 3

1. (1) A unit holder must-

- (a) maintain the unit in good repair;
- (b) carry out any work ordered by a council or other public authority in respect of the unit.

(2) The occupier of a unit must keep it in a clean and tidy condition.

2. A person bound by these articles-

- (a) must not obstruct the lawful use of the common property by any person; and
- (b) must not 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 strata community, their customers, clients or visitors; and
- (c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
- (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

3. A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.

4. Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.

5. A person bound by these articles-

- (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and
- (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.

6. A person bound by these articles must not, without the consent of the strata corporation-

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

7. A person bound by these articles must not-

- (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
- (b) allow refuse to accumulate so as to cause justified offence to others.

8. A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature-

- (a) on part of his or her unit so as to be visible from outside the building;
or
- (b) on any part of the common property.

9. The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.

10. The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.

11. A person bound by these articles-

- (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and
- (b) must comply with all council by-laws relating to the disposal of garbage.

12. A unit holder must immediately notify the strata corporation of-

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

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BY-LAWS

For Primary Plan

Allotments ⁷⁰¹ in CP ²⁷¹⁶⁸
709

ADDRESS: 264 MANSFIELD PARADE BLAKEVIEW SA
5114

Community Plan CP:

Developer: LEND LEASE COMMUNITIES (BLAKEVIEW) PTY
LIMITED

ABN 67 131 672 403

Susan McGrath Registered Conveyancer
Level 2/255 Pulteney Street Adelaide 5000
Certificate as to preparation of scheme description, by-laws or development contract

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

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1. Interpretation

1.1 In these By-Laws:

- 1.1.1 "Act" means the *Community Titles Act* 1996;
- 1.1.2 "Common Property" has the same meaning as set out in the Act;
- 1.1.3 "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;
- 1.1.4 "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;
- 1.1.5 "Corporation" means Community Corporation No 27168 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6 "Council" means The City of Playford;
- 1.1.7 "Develop" means:
 - 1.1.7.1 the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any site works effected in readiness for Development; and
 - 1.1.7.2 "Development" has a like meaning;
- ~~1.1.8 "Encumbrance" means Memorandum of Encumbrance No. 1.1.8. registered on Certificate of Title Register Book Volume ... 6060 ... Folio ... 461 ... in favour of the Lot Encumbrancee, a copy of which is attached hereto as Annexure A.~~
- 1.1.9 "Lot" means a community lot being part of the Community Scheme;
- 1.1.10 "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- ~~1.1.11 "Lot Encumbrancee" means LEND LEASE COMMUNITIES~~

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~~(BLAKEVIEW) PTY LIMITED (A.B.N. 67 131 672 403) of Miller's Point NSW 2000;~~

- 1.1.1⁰ "Lot Owner" means the owner of a Lot;
 - 1.1.1¹ "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;
 - 1.1.1² "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner
- 1.2 In these By-Laws except to the extent that the context otherwise requires:
- 1.2.1 words importing the singular number include the plural and vice versa;
 - 1.2.2 words importing any gender include other genders;
 - 1.2.3 references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;
 - 1.2.4 references to any of the parties hereto include references to their respective successors and permitted assigns;
 - 1.2.5 headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
 - 1.2.6 where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
 - 1.2.7 these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
 - 1.2.8 if any of the provisions of these By-Laws should be judged

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invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By- Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

1.3 Administration, management and control of Common Property

1.3.1 The Corporation is responsible for the administration, management and control of the Common Property.

1.3.2 The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:

1.3.2.1 the fixing of contribution amounts from Lot Owners;

1.3.2.2 appointment of a Manager under by-law clause 2.1.3; and

1.3.2.3 maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.

2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:

2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and

2.1.3.2. Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the

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event of default by the Manager in satisfactory performance of its duties.

2.1.4. Lot Owner Contributions

2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc.).

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

2.1.4.3. The Corporation may, by ordinary resolution-

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

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

2.2. Use and enjoyment of the Common Property

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

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

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

2.2.2.2. without the prior approval in writing of the Corporation,

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subject to Clause 2.2.3 below, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;

- 2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
- 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
- 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;
- 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose
- 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
- 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
- 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
- 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
- 2.2.2.11. sing, busk or play a musical instrument on Common Property;
- 2.2.2.12. repair, wash, paint, panel-beat or otherwise work an any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle

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breakdown;

- 2.2.2.13. preach to or harangue other people;
- 2.2.2.14. obstruct any footpath, road or walkway;
- 2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 2.2.2.16. be inadequately clothed when on Common Property;
- 2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or
- 2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.
- 2.2.3. Any Development on the Common Property owned by the Community Corporation must be approved by the Lot Encumbrancee as if the Common Property was subject to the Encumbrance registered over each Lot within the Community Division.
- 2.2.4. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
- 2.2.5. Clauses 2.2.3 and 2.2.4 of these By-Laws shall not be altered or deleted without the prior written consent of the Lot Encumbrancee.
- 2.2.6. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
- 2.2.7. The Corporation may:
 - 2.2.7.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and

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2.2.7.2. (subject to clause 10) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.3. Use and Enjoyment of Community Lots

2.3.1. The Lots are subject to the Encumbrance, in favour of the Lot Encumbrancee.

2.3.2. A Lot Owner, Occupier or Invitee must:

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

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Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);

2.3.2.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):

2.3.2.8.1. change the use or character of a Lot; or

2.3.2.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or

2.3.2.8.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or

2.3.2.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;

2.3.2.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;

2.3.2.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:

2.3.2.10.1. during development of a Lot (and then only the display of signs required under the *Building Work Contractors Act 1995*); or

2.3.2.10.2. where an advertising sign is associated with the sale of a Lot;

2.3.2.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition

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including (without limitation):

- 2.3.2.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
- 2.3.2.11.2. repainting as necessary;
- 2.3.2.11.3. replacing or repairing damaged or decaying materials; and
- 2.3.2.11.4. replacing or repairing broken or cracked windows and doors;
- 2.3.2.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
- 2.3.2.11.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
- 2.3.2.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.2.13. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the Fences Act 1975 (SA);
- 2.3.2.14. store garbage within the relevant Lot in an appropriate container which 'prevents the escape of unpleasant odours;
- 2.3.2.15. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- 2.3.2.16. comply with all statutory requirements in relation to the disposal of garbage; and

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2.3.2.17. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

2.3.3. Lot Owners may alter the landscaping on their respective Lot, subject to the following rules:

2.3.3.1. no trees will be planted which would exceed a height of five metres;

2.3.3.2. no tree shall be planted closer to a building on a Lot than its potential maximum height;

2.3.3.3. all trees, shrubs and bushes and other plants will be kept neatly trimmed so as not to appear unruly; and

2.3.3.4. dead plants or shrubs will be removed and replaced with a plant or shrub of a similar type.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;

3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and

3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

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

3.2. The Corporation must keep the common services to the Lots in a state of good

and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.

- 3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

- 4.1. A person must not without the prior approval of the Corporation:
- 4.1.1. make any structural changes or additions on or to a Lot; or
 - 4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.
- 4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.
- 4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.
- 4.4. A Lot Owner must maintain its Lot:
- 4.4.1. in accordance with the Development Plan of the local Council;
 - 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
 - 4.4.3. in accordance with the *Development Act* 1993; and
 - 4.4.4. not in breach of these By-Laws.
- 4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common

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Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

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

6. Use of Roadways and Common Area Parking

- 6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without

being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 9.6.

6.2. No Lot Owner, Occupier or Invitee may:

- 6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
- 6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);
- 6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
- 6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.

6.3. Road Traffic Act 1961

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

6.4. Use of skate boards etc

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

7. Prohibition of disturbance A Lot Owner, Occupier or Invitee must:

7.1. A Lot Owner, Occupier or Invitee must:

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

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lawfully on a Lot or the Common Property.

8. Insurance

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own furniture fittings, equipment and goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will do anything to:
 - 8.5.1. void any insurance; or
 - 8.5.2. increase the premium payable for any insurance; maintained by the Corporation.

9. General provisions

9.1. Management and Advisers

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

9.2. Easements

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

9.3. Tenants to Have Notice of these By-Laws

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

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9.4. Corporation May Inspect Lots

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

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

9.5. Changes in Ownership

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

9.6. Offences

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

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

10. Rules

10.1. The management committee of the Corporation, subject to Clause 10.2 below, has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

10.2. Clauses 2.2.3, 2.2.4 and 2.3.1 will not be altered or deleted without the prior written consent of the Lot Encumbrancee.

11. Recovery of Amounts Due

11.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier

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promptly on demand by the Corporation and will be recoverable as a debt.

- 11.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.
- 11.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.
- 11.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the *Real Property Act* 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 11.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 11.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 11, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 11.
- 11.7. Subject to the provisions of this By-Law 11, the provisions of the *Law of Property Act* 1936 will apply to this Agreement as if it were a mortgage by deed.

12. Indemnity and Release A person bound by these By-Laws will:

- 12.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or

INSTRUMENT
CHECKED BY
MUNICIPAL OFFICE

Scheme Description
Development No 292/C /11/001

injury was caused or contributed to by the negligence of the Corporation;

12.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

13. Waiver

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

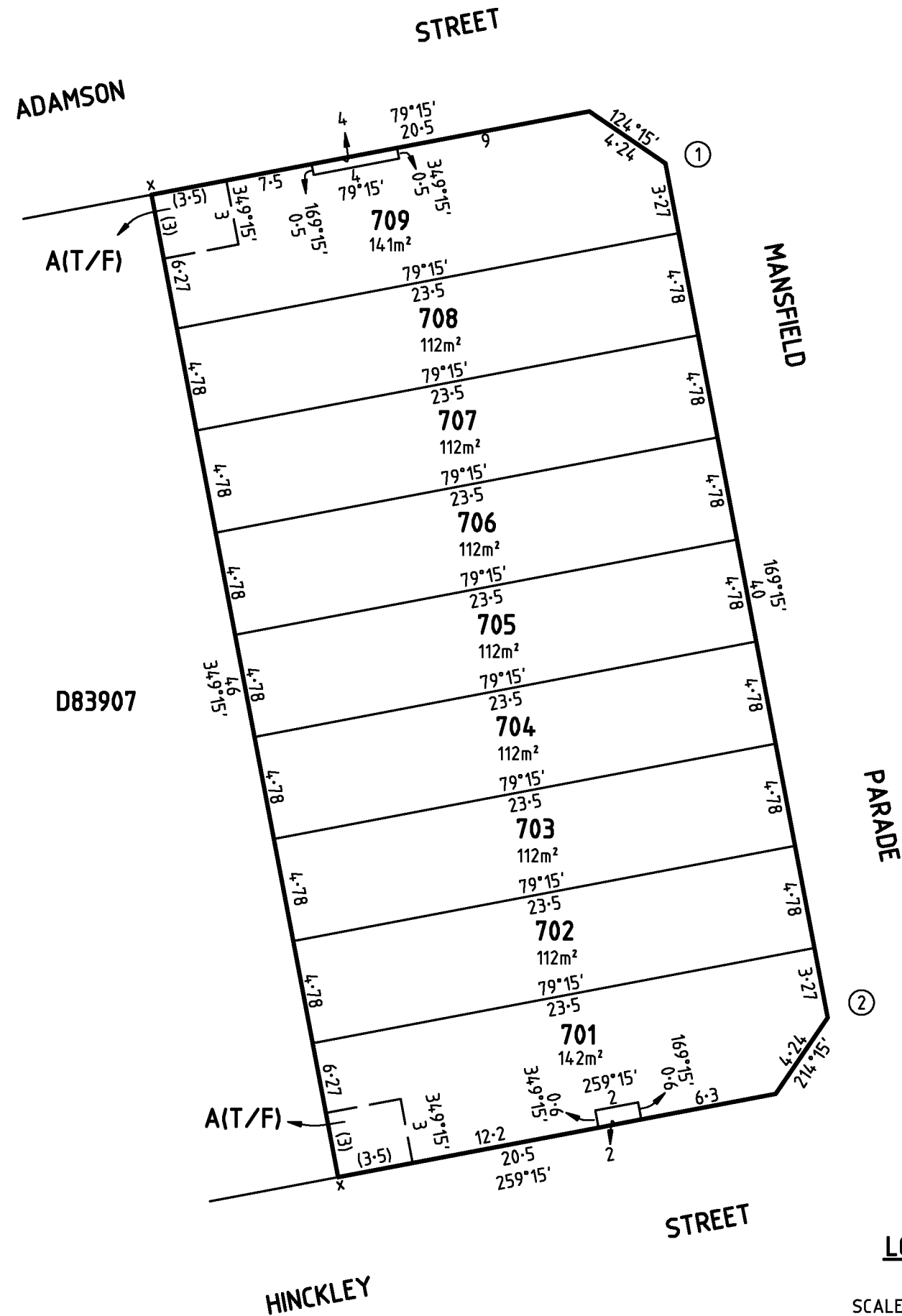
14. Notice

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

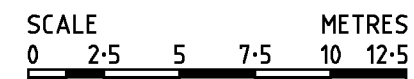
15. Severance

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

PURPOSE: PRIMARY COMMUNITY		AREA NAME: BLAKEVIEW		APPROVED: PETER STENCHLIK 13/02/2012		<div></div> <div>C27168</div> <div>SHEET 1 OF 2</div> <div>31924_text_01_v04_Version_4</div>			
MAP REF: 6628/18/J		COUNCIL: CITY OF PLAYFORD		DEPOSITED: SEAN FROST 27/02/2012					
LAST PLAN: D83907		DEVELOPMENT NO: 292/C085/11/001/31223							
AGENT DETAILS: STATE SURVEYS PTY LTD 465B SOUTH ROAD KESWICK SA 5035 PH: 82932939 FAX: 82932949		SURVEYORS CERTIFICATION:		I RUHI AFNAN , 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 8th day of February 2012 Ruhi Afnan Licensed Surveyor					
AGENT CODE: SSU9									
REFERENCE: 11308									
SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6060	461		ALLOTMENT(S)	264	D	83907 MUNNO PARA		
OTHER TITLES AFFECTED:									
EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION
EXISTING	701.709	SERVICE	EASEMENT(S)	A(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)			223LG RPA
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 24 / 10 / 2011									



LOCATION PLAN



C27168

SHEET 2 OF 2

31924_pland_1_V01_Version_4

BEARING DATUM: ① - ② 169°15'
DERIVATION: D83907 ADOPTED

TOTAL AREA: 1072m²

STATE SURVEYS PTY LTD
465 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au

REFERENCE: 11308

VERSION: 21/11/2011 DRAWN: ADL

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP27168

SHEET 1 OF 1

ACCEPTED

REGISTRAR-GENERAL 27. 2. 12

DEV. No 292 / 0085 / 11

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED
701	1150	
702	1100	
703	1100	
704	1100	
705	1100	
706	1100	
707	1100	
708	1100	
709	1150	
AGGREGATE	10000	

APPLICATION

ACT 11715767

CERTIFICATE OF LAND VALUER

I MARK ROBINS 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 22nd day of February 2012

Signature of Land Valuer

C27168

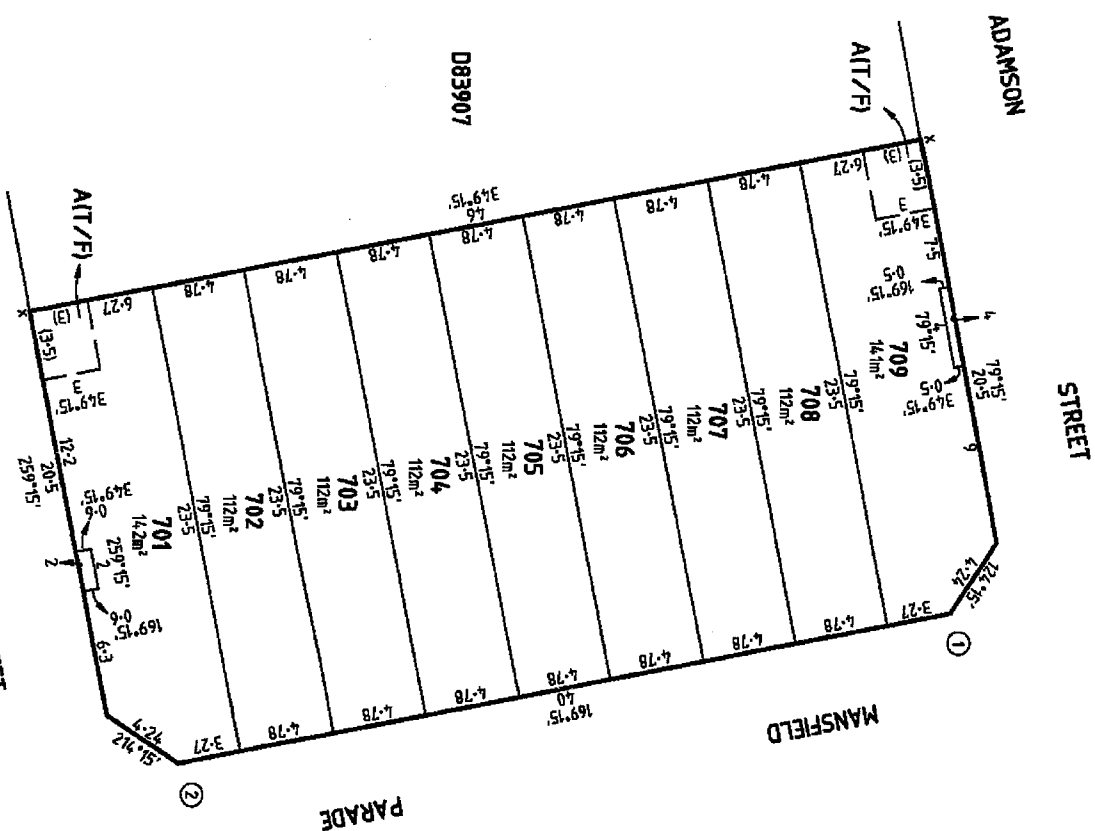
SHEET 2 OF 2

31924_pland_1_V01_Version_4

BEARING DATUM: ① - ② 169°15'

DERIVATION: D83907 ADOPTED

TOTAL AREA: 1072m²



LOCATION PLAN



STATE SURVEYS PTY LTD
465 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au
REFERENCE: 11308
VERSION: 21/11/2011 DRAWN: ADL

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description Development No 292/C /11/001
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Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

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

6. Use of Roadways and Common Area Parking

- 6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without

COMMUNITY CORPORATION NO 27168 INC.
1-17 Mansfield Parade, Blakeview SA 5114

Minutes of the Annual General Meeting held at J E Whites - 55 Woodville Road, Woodville
on Monday, 30 September 2024, commencing at 04:00 PM

1 ATTENDANCE, PROXIES, QUORUM & CHAIRPERSON

Present:

Unit 17 - Mr M England

Proxies:

Unit 1 - Mr M Cleary & Ms L Pedersen to Mr Mitch Sutcliffe of JE Whites

Unit 5 - Mr D & Mrs C Gaskin to Mr Mitch Sutcliffe of JE Whites

Unit 7 - Mr A Manuel to Mr Mitch Sutcliffe of JE Whites

Unit 13 - Mr C Ung & Ms B Anderson to Mr Mitch Sutcliffe of JE Whites

Unit 15 - Mr R Fry & Ms K Barnett to Mr Mitch Sutcliffe of JE Whites

Apologies:

Nil

Presiding Officer: Brie Anderson

PROCEEDINGS

Quorum:

Mr Mitch Sutcliffe of JE Whites welcomed the member present and declared a quorum in attendance.

Declaration of interest

All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These interests may be either direct or indirect in nature.

Members Advice

Members will find in the documentation of the Minutes several sections that are recorded at each meeting. As they are repeated from year to year, they may not be discussed in the same extent as actually recorded, but appear for the benefit of newcomers to the Corporation.

Members will find additional information attached to the final page of the minutes. This information is pertinent to the continued management of your Corporation, and is for the benefit of all Corporation Members.

ELECTION OF CHAIRPERSON

It was agreed by those Corporation members present that Mr Mitch Sutcliffe assist the Corporation in chairing the meeting.

2 CONFIRMATION OF MINUTES

The Minutes of the previous meeting dated 3/10/2023 were accepted as a true and correct account with no business arising. The Chairperson moved that the Minutes be accepted. Motion carried.

3 FINANCIALS

The financial statement dated 31/08/2024 showed a balance of \$12,261.60 Administrative Fund and \$7,626.73 Sinking Fund currently held in the Macquarie Bank, Sydney. The Chairperson tabled the statement and invited owners to comment. The financial statement was accepted. Motion carried.

Tax and Audits

Legislation requires each Corporation to lodge an annual tax return; legislation further requires that the Corporation's trust account is audited annually by an accredited auditor. The audit for 2024 was undertaken by Perks Accountants & Wealth Advisers of 8/81 Flinders St, Adelaide, and a copy of the report is available to all members and can be viewed at the JE Whites office.

DEBT COLLECTION

That, in accordance with previous instructions JE Whites is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against Owners on behalf of the Corporation when they are in arrears.

4 APPOINTMENT OF OFFICE BEARERS

Ms Brie Anderson was thanked for being the Presiding Officer, Secretary & Treasurer for the past year.

It was resolved that Ms Brie Anderson be elected for the roles of Presiding Officer, Secretary & Treasurer for the upcoming year.

5 APPOINTMENT OF MANAGEMENT/WORKS COMMITTEE

A Management Committee was not appointed.

6 APPOINTMENT OF BODY CORPORATE MANAGERS

It was resolved that JE Whites be reappointed to assist the Corporation with management services as defined in the Community Titles Act 1996 at an annual primary remuneration of \$2,205.00 inclusive of GST.

JE Whites' appointment will be for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the Community Corporation. JE Whites explained that should the Management Agreement not be returned signed within 21 days of receipt, then the Manager will stamp the Community Corporation's common seal on the Agreement on behalf of the Corporation, deeming the Agreement to be signed.

7 CORPORATION PUBLIC OFFICER

It was resolved that Mr Bryan Sutcliffe of JE Whites be empowered to act as the Public Officer of the Corporation as defined under the Income Tax Assessment Act 1936.

8 TAXATION AUTHORITY

JE Whites are authorised to represent the Corporation in all aspects of dealings with the Australian Taxation Office. The nominated representatives from JE Whites are Wendy Sly and Joanne Pearce.

9 INSURANCE REVIEW

The Chairperson advised Members present that it is a requirement of the Community Titles Act for the Corporation to insure the common property for full replacement value or reinstatement value. In the event the Corporation is insured collectively, JE Whites suggest regular insurance valuations to ensure compliance and adequate insurance cover.

Insurance renewal

The Corporation's insurance details are as follows:-

Policy No.ST503281

CHU Insurance

Type : Common Property

Premium : \$790.33

Paid on : 18/09/2024

Start : 2/10/2024

Next due : 2/10/2025

Cover	Sum Insured	Excess
Common Property	\$53,000.00	\$300.00
Public Liability	\$20,000,000.00	
Voluntary Workers	\$200,000.00	
Fidelity Guarantee	\$100,000.00	
Community Income	\$7,950.00	
Government Audit Costs	\$25,000.00	
Appeal Expenses	\$100,000.00	
Legal Defence Expenses	\$50,000.00	
Excess		\$300.00
Excess - Flood		\$300.00

The Members determined that the insurance as presented by the Body Corporate Manager is adequate for the upcoming year.

Mr England enquired if he can explore other building insurance options for his property. The Chairperson was of the opinion that the lot owner's building policy needed to be with the same underwriter as the common property insurance if wanting to be endorsed onto the Corporation's policy. The Chairperson will check with JE Whites Insurance Department and advise by post-meeting note.

Post-meeting Note

Confirmation that for a lot owner's building insurance policy to be endorsed onto the Corporation's common property insurance policy, the policy is required to be with the same underwriter as the Corporation's insurance policy. Also to note that CHU are the only underwriter that JE Whites know of, at this time, that offer this endorsement structure.

Owners are able to insure their own lot with the insurer of their choice. If owners would like a quote for their own building insurance to be endorsed onto the Corporation's common property policy, please contact the Body Corporate Manager.

Contents & Landlord Insurance

JE Whites advise all Members that the Corporation's insurance policy contains neither contents nor landlord insurance protection. It is noted that the Corporation's legal liability cover applies primarily to common property and that Members should be separately insured for cover in relation to their own premises.

Disclosure

JE Whites is an authorised representative of CHU Underwriting Agencies for QBE Insurance, Flex Insurance for QBE Insurance and authorised distributor for SCI Insurance for Allianz Australia Insurance and receives a commission of 20% of the base premium only. JE Whites is an authorised distributor of Lync Insurance Brokers Pty Ltd, and receive a commission of 17% of the base premium only.

Quotes, renewals, renewal schedules, and certificates of currency pertaining to the Corporation and received from the insurance provider after 1 July 2024 are available for Members to view at any time on the JE Whites Owner's Portal. If you require assistance accessing your Owner Portal, please contact your JE Whites Body Corporate Manager.

JE Whites act on behalf of the Corporation for a host of insurance related matters. For a full list of the insurance-related services JE Whites provide your Corporation, please refer to the additional information attached to the final page of the minutes.

General Advice Warning

Any advice provided by JE Whites is general advice only. Before acting on any advice Members should consider its appropriateness having regard to your objectives, financial situation and needs. You should obtain and consider the relevant Product Disclosure Statement and Policy Wording for a financial product before making any decision about whether to acquire or hold that product.

Insurance Valuation

Section 103 (2) of the Act imposes a duty on the Corporation to insure all building and building improvements on the common property for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence. JE Whites advise that their advice is of a general nature and not personal advice. Members are encouraged to seek independent advice, which would include a licensed valuers' opinion where applicable.

10 MAINTENANCE OF BUILDINGS AND COMMON PROPERTY

The Members present determined that no maintenance was currently required at the Corporation.

Owners are reminded that maintenance items pertaining to the Community Corporation *do not* need to wait until the Annual General Meeting to be discussed. All Owners are encouraged to contact JE Whites throughout the course of the year if they have identified maintenance items in need of addressing. Your Manager will liaise with the Presiding Officer and/or Management Committee to seek both approval, and a timely resolution to your maintenance concern. Your JE Whites Manager also proactively makes contact with your Corporation's Presiding Officer and/or Management Committee periodically throughout the year to ensure any maintenance matters are identified and resolved.

11 APPROVALS FOR INSTALLATIONS & ADDITIONS

All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.

No approvals were sought at this meeting.

Members are advised that a complete list of the Corporation's approvals can be obtained by contacting the Body Corporate Manager.

12 LEVY & BUDGET

Administrative Fund of \$ 4,500.00 and Sinking Fund \$ 4,000.00

The proposed 2024 - 2025 budget was presented by the Chairperson. It was resolved that the proposed budget be accepted with contributions being set annually at \$8,500.00.

This will be raised on unit entitlement between all owners.

If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.

Levies due: Levies will fall due on the following dates - 1 March, 1 June, 1 September, 1 December.

Special levy authority in the event of shortfall of funds

Where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise the sufficient funds to cover the shortfall in expenditure. The Manager will consult with the Corporation's Presiding Officer and/or Management Committee before raising such a levy.

13 OTHER BUSINESS

Articles & Resolutions

The Chairperson advised Members present that following the meeting, the Body Corporate Manager will proactively provide each registered property management agency with copies of the Corporation's articles & resolutions, and request that these documents are provided to all existing, and future tenants residing at the Corporation. This is done to ensure that all residents are aware of, and respect the rules put in place by the Corporation Members.

Owners who manage their investment properties privately are encouraged to contact the Body Corporate Manager for an up-to-date copy of these documents, which should then be provide to their tenants.

Agenda items

Members are reminded that they are welcome, and encouraged to contact the Body Corporate Manager at any time during the year if they wish to add items to the Agenda for the next Annual General Meeting.

Important Disclosure

JE Whites wish to disclose the following:

JE Whites has no common shareholders with insurance broking agencies, debt collection agencies, maintenance companies, or any other third parties operating within the strata management industry.

JE Whites does not receive any commission or financial benefit from maintenance work carried out at your Corporation.

14 CLOSURE OF MEETING

The Chairperson closed the meeting at 4:15pm and thanked all for their attendance or proxy submission. The next AGM for the Corporation is scheduled to be tentatively held on or around the same time, date and location in 2025.

ADDITIONAL INFORMATION

After-hours emergency maintenance: JE Whites offer a 24/7 after-hours emergency maintenance phone line to all its clients, at no extra cost. The phone line is operated by a member of the JE Whites staff with access to your Corporation's file, maintenance history, and preferred contractors. In the event of an emergency maintenance matter, simply contact the JE Whites office to be directed to the out of office hours emergency maintenance line.

Maintenance: Owners are reminded that maintenance items pertaining to the Community Corporation *do not* need to wait until the Annual General Meeting to be discussed. All Owners are encouraged to contact JE Whites throughout the course of the year if they have identified maintenance items in need of addressing. Your Manager will liaise with the Presiding Officer and/or Management Committee to seek both approval, and a timely resolution to your maintenance concern. Your JE Whites Manager also proactively makes contact with your Corporation's Presiding Officer and/or Management Committee periodically throughout the year to ensure any maintenance matters are identified and resolved.

Articles & Resolutions: JE Whites proactively provide each registered residential property management agency with copies of your Corporation's articles & resolutions, and request that these documents are referred to throughout their management of the residential property. This is done to ensure that all residents are both aware of, and respecting the rules put in place by the Corporation Members.

Duties of the appointed Body Corporate Manager:

General: To provide so far as is reasonably necessary general advice and assistance to the Corporation and its officers and to assist them in the performance of their responsibilities under the Act.

Meetings: Arrange the General and Committee meetings, prepare and distribute notices, including notices of meetings.

Attend General Meetings if needed and assist the Presiding Officer in the conduct of meetings. Assist the Secretary in the preparation of minutes of meetings and distribute such minutes.

Maintenance: Advise upon and arrange for the maintenance, repair and replacement of the common property in accordance with the Corporation's instructions. Organise emergency maintenance works.

Insurance:

- Quotation procurement, placement, and renewal services
- Obtaining and distributing insurance valuations
- Insurance claim management
- Lodging claims
- Ongoing insurance claim management
- Loss minimisation
- Liaising with loss adjusters and contractors
- Procuring and forwarding quotes to the insurer or broker
- Instructing trades to undertake approved indemnified

- Receiving and forwarding contractor invoices for approved works to the insurer or broker
- Receiving and receipting indemnification payment from the insurer and paying contractors
- Maintaining insurance records and insurance claim register
- Providing general advice
- Insurer negotiation and liaison services
- Making contest representation to the insurer if insurance claim is denied
- Providing documents required for non-property insurance claims (e.g. public liability) against the client where the insurer provides indemnity for legal costs
- Liaising with legal practitioners for non-property insurance claims
- Arranging insurance premium finance (loan/funding) if required

Accounting: Collect, bank and account for maintenance contributions, levies, interest accruing or other amounts due to the Corporation. Send notices levying maintenance or other contributions and pay accounts and outgoings. Prepare annual statements of accounts of the Corporation and arrange an annual audit of the books as required.

Secretarial: Promptly deal with the Corporation correspondence and requests for Search documents (section 139 search). Ensure that all appropriate and proper records of the Corporation are maintained and keep secure and confidential all books, records, Certificates of Title, Community Plans, Schedules and the like.

Public Officer: Act as the Corporation's Public Officer for the purpose of tax returns & other matters as required by statute.

Office Bearers

At all times a Community Corporation must have a presiding officer, a secretary and a treasurer who are appointed at the general meeting. These officers must be unit owners but one person may hold two or more of these positions. A Body Corporate Manager can assist in running the affairs of the corporation.

Presiding Officer

The Presiding Officer of the Corporation has the following functions:

- Primary contact between the Manager and the Committee
- Attend meetings as required
- Chair all general meetings and committee meetings which they attend or, delegate this responsibility to the Body Corporate Manager

Secretary

The Secretary of the Corporation has the following functions:

- Prepare and distribute minutes of meetings of the corporation (currently delegated to JE Whites)
- Submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation (currently delegated to JE Whites)

- Give the notices required to be given under the Act by the members of the corporation and the management committee (currently delegated to JE Whites)
- Answer communications addressed to the Corporation (currently delegated to JE Whites)
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to JE Whites)

Treasurer

The Treasurer of the Corporation has the following functions:

- Notify unit owners of any contributions to be raised from them in accordance with the Act (currently delegated to JE Whites)
- Receive, acknowledge, bank and account for any money paid to the corporation (currently delegated to JE Whites)
- Keep accounting records and prepare financial statements (currently delegated to JE Whites)

Please Note: Officers of the Corporation do not have the powers to:

- Authorise any dealing with or any variation of the common property or to grant exclusive rights in respect of the enjoyment and use of any part thereof
- Authorise any decision that requires special resolution or unanimous resolution
- Authorise any capital improvements to the common property
- Authorise installations or additions to lots or common property

COMMUNITY CORPORATION NO 27168 INC.
1-17 Mansfield Parade, Blakeview SA 5114

Minutes of the Annual General Meeting held at
J E Whites - 55 Woodville Road, Woodville
on Tuesday, 03 October 2023, commencing at 4:00 PM

1 ATTENDANCE, PROXIES, QUORUM & CHAIRPERSON

Present:

NIL

Proxies:

Unit 1 - Mr M Cleary & Ms L Pedersen to Mr Mitch Sutcliffe of JE Whites

Unit 5 - Mr D & Mrs C Gaskin to Mr Mitch Sutcliffe of JE Whites

Unit 7 - Mr A Manuel to Mr Mitch Sutcliffe of JE Whites

Unit 9 - X Li to Mr Mitch Sutcliffe of JE Whites

Unit 13 - Mr C Ung & Ms B Anderson to Mr Mitch Sutcliffe of JE Whites

Unit 17 - Mr M England to Mr Mitch Sutcliffe of JE Whites

Apologies:

NIL

Presiding Officer : Brie Anderson

Quorum:

Mr Mitch Sutcliffe of JE White's declared a quorum in attendance.

Members Advice

Members will find in the documentation of the Minutes several sections that are recorded at each meeting. As they are repeated from year to year, they may not be discussed in the same extent as actually recorded, but appear for the benefit of newcomers to the Corporation.

ELECTION OF CHAIRPERSON

It was agreed that Mr Mitch Sutcliffe assist the Corporation in chairing the meeting.

2 CONFIRMATION OF MINUTES

The Minutes of the previous meeting dated 10/10/2022 were accepted as a true and correct account with no business arising. The Chairperson moved that the Minutes be accepted, the motion was carried.

3 FINANCIALS

The financial statement dated 31/08/23 showed a balance of \$11,128.26 Administrative Fund and \$3,731.50 Sinking Fund currently held in the Macquarie Bank, Sydney. The Chairperson tabled the statement. The financial statement was unanimously accepted.

Tax and Audits

Legislation requires each Corporation to lodge an annual tax return; legislation further requires that our trust accounts be audited annually by an accredited auditor. The audit for 2023 was undertaken by Perks Accountants & Wealth Advisers of 8/81 Flinders St, Adelaide, a copy of the report is available to all members and can be viewed at our office.

DEBT COLLECTION

That, in accordance with previous instructions J E White's Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against Owners on behalf of the Corporation when they are in arrears.

4 APPOINTMENT OF OFFICE BEARERS

Ms Brie Anderson was thanked for being the Presiding Officer, Secretary & Treasurer for the past year.

It was resolved that Ms Brie Anderson be elected for the roles of Presiding Officer, Secretary & Treasurer for the upcoming year subject to consent.

5 APPOINTMENT OF MANAGEMENT/WORKS COMMITTEE

A committee is not required.

6 APPOINTMENT OF BODY CORPORATE MANAGERS

JE White's Pty Ltd were unanimously reappointed as Body Corporate Managers for the coming year at \$2,102.58 inc GST per annum.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the body corporate. JE Whites explained that should the management agreement not be returned, signed, within 21 days of receipt, then the agreement will be deemed as signed. JE Whites will stamp the agreement with the Body Corporate's common seal and place on file.

7 CORPORATION PUBLIC OFFICER

It was resolved that Mr Bryan Sutcliffe of JE White's be empowered to act as the Public Officer of the Corporation as defined under the Income Tax Assessment Act 1936.

8 TAXATION AUTHORITY

J E White's Pty Ltd are authorised to represent the Corporation in all aspects of dealings with the Australian Taxation Office. The nominated representatives from J E White's Pty Ltd are Wendy Sly, Joanne Pearce and Carolyn Walker.

9 INSURANCE REVIEW

9.1 INSURANCE RENEWAL

The Corporation's current Insurance details are as follows:

Policy No. ST503281

CHU Insurance

Type : Common Property

Premium : \$779.68

Paid on : 28/09/22

Start : 02/10/22

Next due : 02/10/23

Cover

Sum Insured

Excess

Common Property

\$53,000.00

\$300.00

Public Liability

\$20,000,000.00

Voluntary Workers

\$200,000.00

Fidelity Guarantee

\$100,000.00

Community Income

\$7,950.00

Government Audit Costs

\$25,000.00

Appeal Expenses

\$100,000.00

Legal Defence Expenses

\$50,000.00

Excess

\$300.00

Excess - Flood

\$300.00

The Corporation Members determined that the insurance as presented by the Body Corporate Managers is adequate for the upcoming year.

Contents & Landlord Insurance

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

Disclosure

JE White's Pty Ltd are an authorised representative of CHU Underwriting Agencies for QBE Insurance, Flex Insurance for QBE Insurance and authorised distributor for SCI Insurance for Alliance Australia Insurance and receives a commission on the base premium. The Commission received from the insurer is retained by JE Whites and is retained as a fee for service to act on behalf of the corporation to ensure insurance is current, seek quotes at renewal and request valuations. JE Whites then assists in the claims process by lodging claims, seeking quotes for various works associated with claims, liaising with the insurer and contractors to carry out works, facilitating payments to contractors and excess recoveries from owners if required. All documentation regarding the claim is filed and stored by JE Whites for future reference.

General Advice Warning

Any advice provided by JE White's is General Advice only. Before acting on any advice you should consider its appropriateness having regard to your objectives, financial situation and needs. You should obtain and consider the relevant Product Disclosure Statement and Policy Wording for a financial product before making any decision about whether to acquire or hold that product.

9.2 INSURANCE VALUATION

JE White's advise that their advice is of a general nature and not personal advice. Members are encouraged to seek independent advice, which would include a licensed valuers' opinion where applicable. The Corporation Members should read the Product Disclosure Statement before making a decision to purchase insurance.

10 MAINTENANCE OF BUILDINGS AND COMMON PROPERTY

The Members present determined that no maintenance was currently required at the Corporation.

11 LEVY & BUDGET

Administrative Fund of \$ 4,500.00 and Sinking Fund \$ 4,000.00

The proposed 2023 - 2024 budget was presented to all members present and was accepted.

This will be raised on unit entitlement between all owners.

APPROVALS FOR INSTALLATIONS & ADDITIONS

Members are advised that a complete list of the Corporation's approvals can be obtained from the Body Corporate Managers.

12 OTHER BUSINESS

Emailing Correspondence

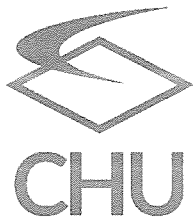
The Corporation discussed emailing all meeting minutes, quarterly levies and appropriate correspondence to the members who have an email address in our system. Should any members wish to change this process for their unit, they are encouraged to reply to our emails requesting documentation via post. Unanimously approved.

Agenda Items

Members are advised that to add items to the agenda of our Annual General Meeting, you can do this at any time during the year by contacting your body Corporate Manager.

CLOSURE OF MEETING

The Chairperson closed the meeting at 4.25pm and thanked all for their attendance or proxy submission. The Corporation members present agreed next year's meeting will be held on or about the same time, date and place.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	ST503281
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	02/10/2024 to 02/10/2025 at 4:00pm
The Insured	COMMUNITY CORPORATION NO 27168 INC
Situation	1-17 MANSFIELD PARADE BLAKEVIEW SA 5114

Policies Selected

Policy 1 – Community Property
Community property: \$53,000
Community income: \$7,950
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
Not Selected

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

18/09/2024

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.

Balance Sheet

As at 02/12/2024

Community Corporation 27168 Inc.

1-17 Mansfield Parade, BLAKEVIEW SA 5114

	Current period
Owners' funds	
Administrative Fund	
Surplus / Deficit for Year--Admin	498.03
Opening Balance--Admin	11,291.60
	11,789.63
Sinking Fund	
Surplus / Deficit for Year--Sinking	2,000.00
Opening Balance--Sinking	7,181.73
	9,181.73
Net owners' funds	\$20,971.36
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	11,287.63
Levies owed by Unit Holders--Admin	502.00
	11,789.63
Sinking Fund	
Cash at Bank--Sinking	8,736.73
Levies owed by Unit Holders--Sinking	445.00
	9,181.73
Unallocated Money	0.00
<i>Total assets</i>	20,971.36
Less liabilities	
Administrative Fund	0.00
Sinking Fund	0.00
Unallocated Money	0.00
<i>Total liabilities</i>	0.00
Net assets	\$20,971.36

Proposed Budget to apply from 01/09/2024

Community Corporation 27168 Inc

1-17 Mansfield Parade, Blakeview SA 5114

General

Administrative Fund

**Proposed
budget**

Revenue

Levies Due - Owners Insurance Endorsements	3,200.00
Levies Due--Admin	4,500.00
<i>Total revenue</i>	<u>7,700.00</u>

Less expenses

Admin--Audit/Tax & Public Officer	272.46
Admin--Management Fees--Standard	2,205.00
Admin--Meeting Fees	164.00
Admin--Technology/Communications/Compliance	423.00
Bank Management Charges	42.12
Insurance--Common Property Only	920.00
Insurance--Owners Endorsements	3,200.00
Maint Bldg--General Maintenance/Repairs	500.00
<i>Total expenses</i>	<u>7,726.58</u>

Surplus/Deficit

	<u>(26.58)</u>
Opening balance	11,291.60

Closing balance

\$11,265.02

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.45

General

Sinking Fund

Proposed
budget

Revenue

Levies Due--Sinking	4,000.00
<i>Total revenue</i>	<u>4,000.00</u>

Surplus/Deficit

Opening balance	7,181.73
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Closing balance

\$11,181.73

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.40

Proposed Levy Schedule to apply from 01/09/2024

Community Corporation 27168 Inc

1-17 Mansfield Parade, Blakeview SA 5114

General

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
701	1	1150.00	130.00	115.00	245.00	980.00
702	3	1100.00	124.00	110.00	234.00	936.00
703	5	1100.00	124.00	110.00	234.00	936.00
704	7	1100.00	124.00	110.00	234.00	936.00
705	9	1100.00	124.00	110.00	234.00	936.00
706	11	1100.00	124.00	110.00	234.00	936.00
707	13	1100.00	124.00	110.00	234.00	936.00
708	15	1100.00	124.00	110.00	234.00	936.00
709	17	1150.00	130.00	115.00	245.00	980.00
		10,000.00	\$1,128.00	\$1,000.00	\$2,128.00	\$8,512.00

Balance Sheet

As at 31/08/2024

Community Corporation 27168 Inc

1-17 Mansfield Parade, Blakeview SA 5114

Current period

Owners' funds

Administrative Fund

Surplus / Deficit for Year--Admin	773.36
Opening Balance--Admin	10,518.24
	11,291.60

Sinking Fund

Surplus / Deficit for Year--Sinking	4,001.13
Opening Balance--Sinking	3,180.60
	7,181.73

Net owners' funds

\$18,473.33

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	12,261.60
Levies owed by Unit Holders--Admin	124.00
Receivable-(to be paid)--Owners--Admin	(468.00)
	11,917.60

Sinking Fund

Cash at Bank--Sinking	7,626.73
Levies owed by Unit Holders--Sinking	110.00
	7,736.73

Unallocated Money

0.00

Total assets

19,654.33

Less liabilities

Administrative Fund

Prepaid Levies--Admin	626.00
	626.00

Sinking Fund

Prepaid Levies--Sinking	555.00
	555.00

Unallocated Money

0.00

Total liabilities

1,181.00

Net assets

\$18,473.33

Income & Expenditure for the financial year to 31/08/2024

Community Corporation 27168 Inc

1-17 Mansfield Parade, Blakeview SA 5114

Administrative Fund

Current period Annual budget

01/09/2023-31/08/2024 01/09/2023-31/08/2024

Revenue

Interest on Arrears--Admin	1.27	0.00
Levies Due - Owners Insurance Endorsements	3,137.59	3,000.00
Levies Due--Admin	4,512.00	4,500.00
<i>Total revenue</i>	7,650.86	7,500.00

Less expenses

Admin--Audit/Tax & Public Officer	272.46	272.46
Admin--Management Fees--Standard	2,085.96	2,102.63
Admin--Meeting Fees	164.00	164.00
Admin--Technology/Communications/Compliance	393.80	396.90
Bank Management Charges	42.12	42.12
Insurance--Common Property Only	781.57	920.00
Insurance--Owners Endorsements	3,137.59	3,000.00
Maint Bldg--General Maintenance/Repairs	0.00	500.00
<i>Total expenses</i>	6,877.50	7,398.11

Surplus/Deficit

	773.36	101.89
Opening balance	10,518.24	10,518.24

Closing balance

	\$11,291.60	\$10,620.13
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Sinking Fund

	Current period	Annual budget
	01/09/2023-31/08/2024	01/09/2023-31/08/2024
Revenue		
Interest on Arrears--Sinking	1.13	0.00
Levies Due--Sinking	4,000.00	4,000.00
Total revenue	4,001.13	4,000.00
Less expenses		
Total expenses	0.00	0.00
Surplus/Deficit	4,001.13	4,000.00
Opening balance	3,180.60	3,180.60
Closing balance	\$7,181.73	\$7,180.60