

10/02/25

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

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

www.whittles.com.au

Dear Sir/Madam

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

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

Lot Entitlement Value:

The Lot Entitlement Value is 161 of a total 10000.

Financial Status of the Lot Owner:

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

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

Arrears are as follows:

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

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

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

IMMEDIATELY PRIOR TO SETTLEMENT.

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

Known Extraordinary Expenses

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

**** Individual Lot water consumption paid by Lot owner ****

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

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

Special Levies

No special levies payable.

Financial Status of the Community Title

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

The fund currently stands to the credit of:

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

Enclosures

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

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

Insurance Details

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

Records

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

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

Pets

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

Special Notes

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

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

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

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

Yours faithfully



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

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 10/02/2025

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

to - info.adelaide@whittles.com.au

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

SETTLEMENT DATE: ___ / ___ / ___

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

Purchaser 1:

First Name	Surname
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Purchaser 2:

First Name	Surname
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BUSINESS NAME (If Applicable)

TELEPHONE NUMBERS : MOBILE : _____

HOME: _____ WORK: _____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :

CORRESPONDENCE TO BE FORWARDED TO :

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

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

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

Rob Penny

TAX INVOICE

10/02/2025

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

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

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

Community Corporation 28723 Inc.

FEE:	As prescribed	\$60.00	PAID
	Plus 10% GST	\$6.00	PAID
TOTAL DUE:		\$66.00	<hr/> PAID

OWNER: C A Spencer & K D Slack

With Compliments

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.28723 INC

3 Campbell Road ELIZABETH DOWNS SA 5113

1 December 2023 to 30 November 2024

Printed 18/12/24 10:07

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

Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.28723 INC

3 Campbell Road ELIZABETH DOWNS SA 5113

30 November 2024

Printed 18/12/24 10:07

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

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.28723 INC

3 Campbell Road ELIZABETH DOWNS SA 5113

1 December 2023 to 30 November 2024

Printed 18/12/24 10:07

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

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.28723 INC

3 Campbell Road ELIZABETH DOWNS SA 5113

30 November 2024

Printed 18/12/24 10:07

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

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.28723 INC

3 Campbell Road ELIZABETH DOWNS SA 5113

30 November 2024

Printed 18/12/24 10:07

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

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

Investments

Nil

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

Receivables - Owner Arrears

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

Debtors

Nil

Allocated Advance Payments

Nil

Outstanding Creditors

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

Unallocated Advance Payments

Nil

Remuneration

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

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

Summary of Significant Accounting Policies

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

Basis of Preparation

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

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

Basis of Accounting

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

Cash and cash equivalents

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

Goods and Services Tax

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

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

Income Tax

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

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

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



Strata and Community Title Services

8 March 2024

Dear Corporation Member

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

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

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

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

Yours faithfully

Rob Penny
Body Corporate Manager

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

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

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

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

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

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

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

Election of Secretary

Worksil Australia Limited has been elected unopposed as Secretary.

Election of Treasurer

M J Eylward has been elected unopposed as Treasurer.

Election of Ordinary Member/s

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

Item 6

Accredited Contractors (Advice)

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

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

Item 7

Annual Compliance Register (Advice)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUDGET

COMMUNITY CORP.28723 INC
3 CAMPBELL ROAD, ELIZABETH DOWNS

Year ending November 2024

ADMINISTRATION FUND

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

SINKING FUND

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

CASH FLOW SUMMARY

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

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 5233
Number of Lots 30

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



Strata and Community Title Services

Dear Corporation Member

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

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

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

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

Yours faithfully

Rob Penny
Body Corporate Manager

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

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

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

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

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

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

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

Election of Secretary
Mrs D Davenport-Handley has been elected unopposed as Secretary.

Election of Treasurer
Mrs D Davenport-Handley has been elected unopposed as Treasurer.

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

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

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

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

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

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

Contents Insurance

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

Building Insurance

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

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

Motion CARRIED.

Item 10

General Business

Insurer of Buildings

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

Notes

No Lot Owners attended in Person.

Motion 11

Administrative Fund Budget

Ordinary Resolution

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

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

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

Contributions will be raised in accordance with Lot Entitlement Values.

Motion CARRIED.

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

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

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

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

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

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

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

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

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

BUDGET

COMMUNITY CORP.28723 INC
3 CAMPBELL ROAD, ELIZABETH DOWNS

Year ending November 2023

ADMINISTRATION FUND

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

SINKING FUND

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

CASH FLOW SUMMARY

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

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 3966
 Number of Lots 23

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



Strata and Community Title *Services*

5 April 2024

Dear Corporation Member,

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

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

Yours faithfully
Rob Penny
Body Corporate Manager

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

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

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

Motion 2				
Acceptance of Minutes	Ordinary Resolution			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act</i> 1996 the minutes of the Reconvened Annual General Meeting held on 29 FEB 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
Motion CARRIED.				
Votes	Yes: 4	No: 0	Abs: 0	Inv: 0

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

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

Item 5		
Meeting Closure		

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

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

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

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

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

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

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

Installation of Pergola (Special Resolution)

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

orig. **LF 12353833**



11:48 28-Jun-2015
2 of 4

LF
Series No.
2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

*PINKSTERBOER &
ASSOCIATES*

PINK

Correction to:

PINK

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

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

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>MS</i>
REGISTERED <i>10/8/2015</i>	
<i>Mark McNeil</i> PRO REGISTRAR-GENERAL	



BY - LAWS

COMMUNITY PLAN NO. C 28723

ADDRESS:

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

DEVELOPER:

HPG PROJECTS PTY LTD

A.C.N: 129 334 498

PO Box 841 Prospect East SA 5082

CERTIFICATE

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

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



Gavin Scott Pinksterboer

Registered Conveyancer

141 Henley Beach Road Mile End SA 5031

COMMUNITY SCHEME BY-LAWS

PLAN NO. CP28723

1. Interpretation

1.1. In these By-Laws:

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

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

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

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

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

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

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

2.1.4.3. The Corporation may, by ordinary resolution-

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

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

2.2. Use and enjoyment of the Common Property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.4. The Corporation may:

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

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

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

2.3. Use and Enjoyment of Community Lots

A Lot Owner, Occupier or Invitee must:

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

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

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

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

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

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

4. Structural Additions, Changes and Colours on a Lot

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

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

4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.

4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.

4.4. A Lot Owner must maintain its Lot:

- 4.4.1. in accordance with the Development Plan of the local Council;
- 4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
- 4.4.3. in accordance with the Development Act 1993; and
- 4.4.4. not in breach of these By-Laws.

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

5. Limitation on Keeping Pets

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

6. Use of Roadways and Common Area Parking

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

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

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

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

6.3. Road Traffic Act 1961

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

6.4. Use of skate boards etc

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

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

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

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

8. Insurance

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

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

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

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

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

8.5.1. void any insurance; or

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

maintained by the Corporation.

9. Community Corporation To Supply Water

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

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

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

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

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

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

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

10. General provisions

10.1. Management and Advisers

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

10.2. Easements

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

10.3. Tenants to Have Notice of these By-Laws

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

10.4. Corporation May Inspect Lots

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

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

10.5. Changes in Ownership

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

10.6. Offences

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

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

11. Rules

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

12. Recovery of Amounts Due

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

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

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

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

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

13. Indemnity and Release

A person bound by these By-Laws will:

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

14. Waiver

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

15. Notice

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

16. Severance

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

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LF
Series No.
4

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

278
BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

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

PINK

PINK

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


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

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

MARK NC. C28723

CORRECTION 13/7/15	PASSED 1/4
REGISTERED 10/8/2015	
Mark McNeil  REGISTRAR-GENERAL	

SCHEME DESCRIPTION

COMMUNITY PLAN No.28723

26-34 HAMBLYNN ROAD
ELIZABETH DOWNS SA 5113

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

Form 10

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

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

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



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

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

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

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

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

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

3. Standard of Buildings and other Improvements

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

4. Improvements of the Common Property

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

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

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

These conditions are annexed.

6. Other Important Features of the Scheme

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

7. Staging of the Development

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

5/13

Terms of Instrument Not
Checked by Lands Titles Office

Scheme Description
Development No 292/C064/13

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

8. Endorsement of the City of Playford

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

Signed


For and on behalf of the City of Playford

Dated :- 17/6/15

Terms of Instrument Not
Checked by Lands Titles Office

6/13

Scheme Description
Development No 292/C064/13


9. Execution by the Developer

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

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

By the authority of


.....
Director


.....
Director / Secretary

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

DECISION NOTIFICATION FORM

Development No: 292/C-64/2013

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

OWNER: Ayles Construction Pty Ltd
LOCATION OF PROPOSED DEVELOPMENT:

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

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

In respect of this proposed development you are informed that:

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

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

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

Signed: _____

Council Chief Executive Officer or delegate

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



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

DEVELOPMENT APPLICATION NO 292/C-64/2013

Development Plan Consent Conditions of Approval

Council Conditions:

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

Development Assessment Commission conditions:

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

EPA conditions:

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

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

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

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

LAPSE OF APPROVAL

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

APPEALS

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

10/13

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



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

PLANNING CONSENT NOTIFICATION

Development No: 292/528/2013

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

OWNER: Ayles Construction Pty Ltd

LOCATION OF PROPOSED DEVELOPMENT:

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

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

From: THE CITY OF PLAYFORD

In respect of this proposed development you are informed that:

Nature of Decision	Consent Granted	No. of Conditions
Development Plan Consent	YES	7
Building Rules Consent	REQUIRED	
**Development Approval	REQUIRED	

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

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

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

Signed: 

☒ Council Chief Executive Officer or delegate

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

DEVELOPMENT APPLICATION NO. 292/528/2013

Development Plan Consent Conditions of Approval

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

Advisory Notes:

Carport enclosure

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

Human habitation

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

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

LAPSE OF APPROVAL

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

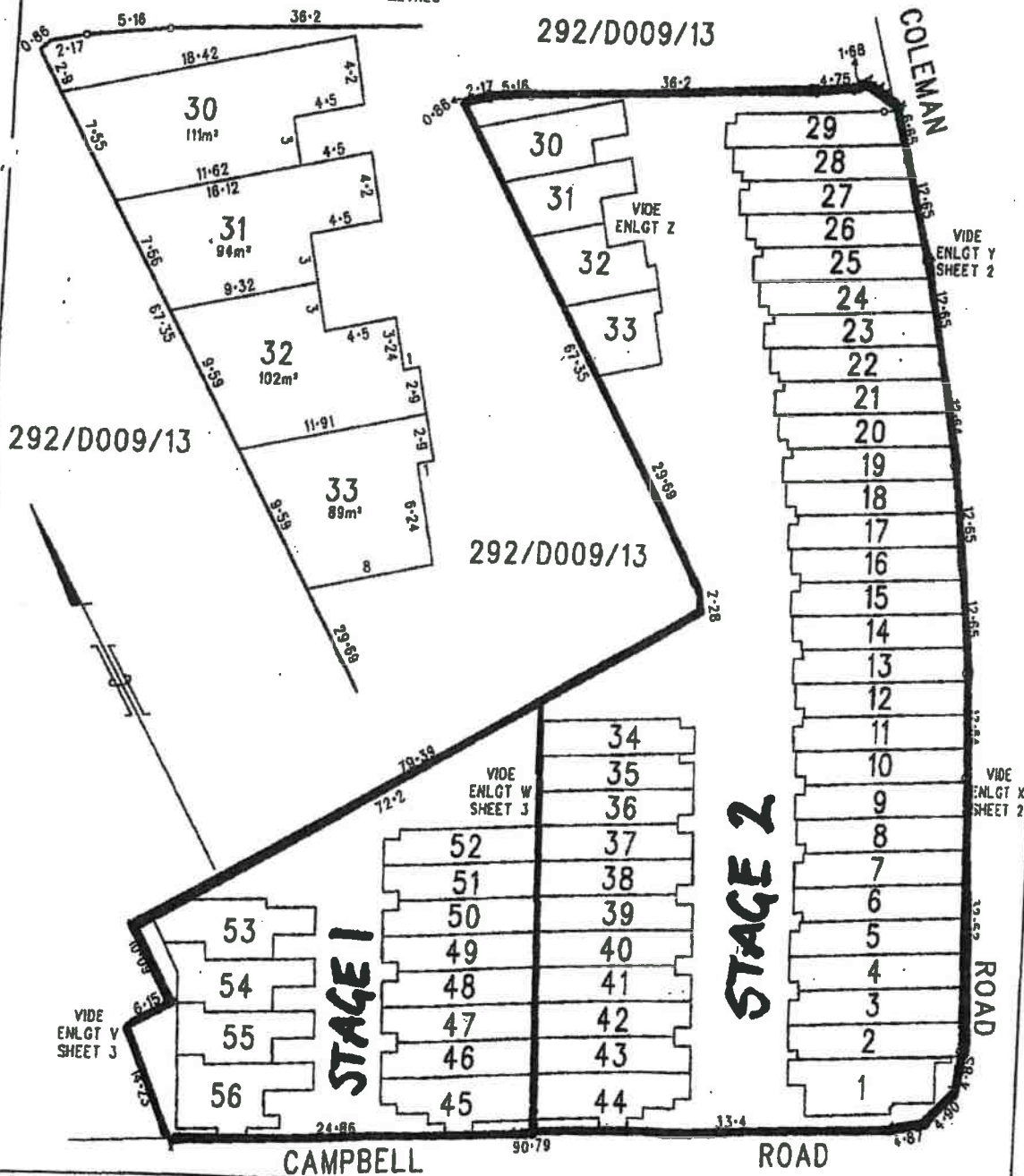
APPEALS

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

12/13

SCHEME DESCRIPTION
DEVELOPMENT NO. 292/C064/13

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



PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	ELIZABETH DOWNS	APPROVED:	SHEET 1 OF 3 46734_land_01_v01					
MAP REF:	6628/22D, 6628/19N	COUNCIL:	CITY OF PLAYFORD	DEPOSITED/FILED:						
LAST PLAN:	D95001	DEVELOPMENT NO:	292/C064/13/001							
AGENT DETAILS:	JOHN C BESTED & ASSOCIATES PTY LTD 382 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION:							
AGENT CODE:	JCBA									
REFERENCE:	17552									
SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / 1A / DIVISION	TOWN	REFERENCE NUMBER
CT	6146	698		ALLOTMENT(S)	100	D	95001	MUNNO PARA		
OTHER TITLES AFFECTED:										
EASEMENT DETAILS:										
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION	
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 20 / 03 / 15 THE COMMON PROPERTY IS DESIGNATED (C1), (C2) AND (C3) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY										



D95001

SHEET 3 OF 3

46734_pland_2_V01

ENLARGEMENT E3

0 5 10 15
SCALE - METRES

DEVELOPMENT
LOT 100

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

JOHN C BESTED & ASSOC PT LTD
SURVEYING & PLANNING CONSULTANTS
382 BASILL ROAD KENNEDY PARK QLD 4059
PHONE 081 6312 1711 FAX 081 6312 1851
Pinksterboer Development Consultants
PROPERTY DEVELOPMENT - DEVELOPMENT CONSULTANTS
151 KILBY ROAD RAILWAY STATION QLD 4000
PHONE 081 6312 1711 FAX 081 6312 1851



Certificate of Insurance

ABN 29 008 096 277

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

Date: 09.10.2024
Invoice No: I4644589

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

Class Strata/Community Corporation -
Insurer CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000
Period 30.11.2024 to 30.11.2025
Policy No. CAH0009022

Important Notice

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

Disclaimer

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

MGA Insurance Brokers Pty Ltd

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

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

COVERAGE SUMMARY

Community Corporation 28723 Inc
Strata/Community Corporation -

STRATA/COMMUNITY CORPORATION - DOMESTIC

INSURED:

Community Corporation 28723 Inc

SITUATION:

3 Campbell Road, Elizabeth Downs SA 5113

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

FLOOD COVER IS INCLUDED

Flood Cover Endorsement

Flood cover is included.

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

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

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

Policy 1 - Community Property

Standard: \$300

Other excesses payable are shown in the Policy Wording.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277

176 Fullarton Road

DULWICH

S.A. 5065

Phone: 08 8291 2300

PO Box 309

KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corporation 28723 Inc
Strata/Community Corporation -

Please refer to the Product Disclosure Statement for Policy Limitations

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy