

REAL PROPERTY ACT, 1886



South Australia

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6173 Folio 723

Parent Title(s) CT 6173/594
Creating Dealing(s) ACT 12517505
Title Issued 09/05/2016 **Edition** 2 **Edition Issued** 16/06/2016

Estate Type

FEE SIMPLE

Registered Proprietor

WILLIAM GRAHAM KEITH BANKS
SHARON VICKI BANKS
OF 131 BRISBANE STREET BERWICK VIC 3806
AS JOINT TENANTS

Description of Land

LOT 1011 SECONDARY COMMUNITY STRATA PLAN 40460
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED B ON C40460

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
28/04/2016	12517506	SCHEME DESCRIPTION	FILED
28/04/2016	12517507	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C40472

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 6173/723	Reference No. 2733918
Registered Proprietors	W G & S V*BANKS	Prepared 25/11/2025 09:52
Address of Property	Apartment 1011 FL 12, 180 MORPHETT STREET, ADELAIDE, SA 5000	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

also

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

also

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

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|--|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item

also

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

7. Emergency Services Funding Act 1998

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

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

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. **Land Tax Act 1936**

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

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

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

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

21. **Local Government Act 1999**

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

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

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

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

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

24. **Mining Act 1971**

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. ***Phylloxera and Grape Industry Act 1995***

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

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item**
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

29.14 section 214(6), 214(10) or 222 - Enforcement order

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

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

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- 32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**
also
The Office of the Technical Regulator in DEM will respond with details relevant to this item
also
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
also
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
also
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

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

36. **Other charges**

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

Other Particulars

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

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | A building on the land has been identified as part of the South Australian Building Cladding Audit initiated in 2017. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.
These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | | |
|-----|--|--|
| 1. | Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. | State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. | SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. | South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. | Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. | ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. | Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. | Dog Fence (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Certificate of Title

Title Reference	CT 6173/723
Status	CURRENT
Easement	YES
Owner Number	17083279
Address for Notices	131 BRISBANE ST BERWICK, VIC 3806
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

WILLIAM GRAHAM KEITH BANKS
SHARON VICKI BANKS
OF 131 BRISBANE STREET BERWICK VIC 3806
AS JOINT TENANTS

Description of Land

LOT 1011 SECONDARY COMMUNITY STRATA PLAN 40460
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12534843
Dealing Date	26/05/2016
Sale Price	\$399,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0201231307	CURRENT	Apartment 1011 FL 12, 180 MORPHETT STREET, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
28/04/2016 14:39	12517506	SCHEME DESCRIPTION	FILED
28/04/2016 14:39	12517507	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY C40472

Administrative Interests

NIL

Valuation Record

Valuation Number	0201231307
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2016
Property Location	Apartment 1011 FL 12, 180 MORPHETT STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	WILLIAM GRAHAM KEITH BANKS SHARON VICKI BANKS
Owner Number	17083279
Address for Notices	131 BRISBANE ST BERWICK, VIC 3806
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1329 - Ninth Floor Or Above Home Unit
Description	APT CP STORE
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C40460 LOT 1011	CT 6173/723

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$30,000	\$405,000			

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$30,000	\$360,000			

Building Details

Valuation Number	0201231307
Building Style	High Rise Home Units (lifts)
Year Built	2015
Building Condition	Very Good
Wall Construction	Concrete
Roof Construction	Galvanised Iron
Equivalent Main Area	62 sqm
Number of Main Rooms	4

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

Certificate of Title

Title Reference: CT 6173/723
Status: CURRENT
Edition: 2

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
28/04/2016	09/05/2016	12517506	SCHEME DESCRIPTION	FILED	C40460
28/04/2016	09/05/2016	12517507	BY-LAWS	FILED	C40460

Registrar-General's Notes

AFFECTED BY C40472

Certificate of Title

Title Reference: CT 6173/723
Status: CURRENT
Parent Title(s): CT 6173/594
Dealing(s) Creating Title: ACT 12517505
Title Issued: 09/05/2016
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
26/05/2016	16/06/2016	12534843	TRANSFER	REGISTERED	WILLIAM GRAHAM KEITH BANKS, SHARON VICKI BANKS
26/05/2016	16/06/2016	12534842	DISCHARGE OF MORTGAGE	REGISTERED	11027578
02/09/2008	15/09/2008	11027578	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.

PURPOSE: SECONDARY COMMUNITY STRATA MAP REF: 6628/41/M LAST PLAN: C40472	AREA NAME: ADELAIDE COUNCIL: THE CORPORATION OF THE CITY OF ADELAIDE DEVELOPMENT NO: 020/C031/16/001/47467, 020/C037/14/001/44985	APPROVED: STEVE ANDREWS 22/03/2017 DEPOSITED: JOHN IKONOMOPOULOS 05/05/2016	 <h1 style="margin: 0;">C40460</h1> SUBSTITUTE SHEET SHEET 1 OF 24 <small>55037_text_01_v08_Version_8</small>
---	--	--	--

AGENT DETAILS: FYFE PTY LTD LEVEL 1, 124 SOUTH TERRACE ADELAIDE SA 5000 PH: 82019600 FAX: AGENT CODE: ALRF REFERENCE: 21242/4/1SC2-R7	SURVEYORS CERTIFICATION: I Mark Roger Pittman , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 17th day of March 2017 Mark Pittman Licensed Surveyor
--	---

SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
PT CT	5381	83		LOT(S)	2	C	40472	ADELAIDE		
PT CT	5381	29		LOT(S)	2	C	40472	ADELAIDE		

OTHER TITLES AFFECTED: CT 6173/711 , CT 6173/756

EASEMENT DETAILS:							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B		SEE ANNOTATION	

ANNOTATIONS: ENCROACHMENT OF CANOPY, BALCONIES AND FACADE OCCURS OVER MORPHETT STREET. VIDE C40472
 PRIMARY COMMUNITY STRATA PLAN IS C40472
 EASEMENT B IS IN FAVOUR OF LOT(S) 101-105, 201-216, 301-316, 401-415, 501-513, 601-612, 701-713, 801-813, 901-913, 1001-1013, 1101-1113, 1201-1213, 1301-1310, 1401-1410, 1501-1510 INCLUSIVE AND COMMON PROPERTY

C40460

SHEET 2 OF 24

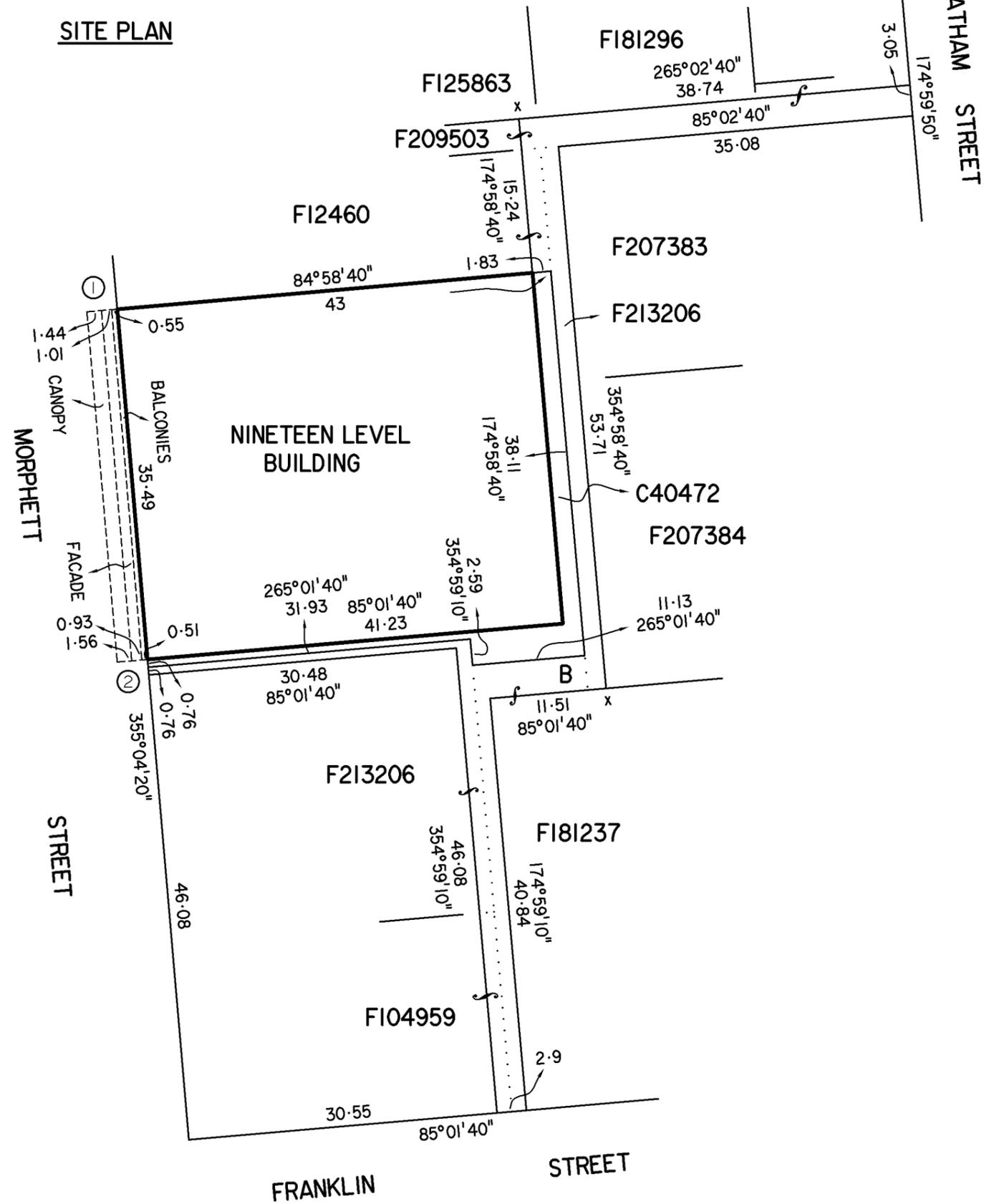
55037_pland_1_V02_Version_8

BEARING DATUM: ①-② 175°04'20"
 DERIVATION: F250779 ADOPTED

TOTAL AREA:



SITE PLAN



FYFE PTY LTD

SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-r6

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

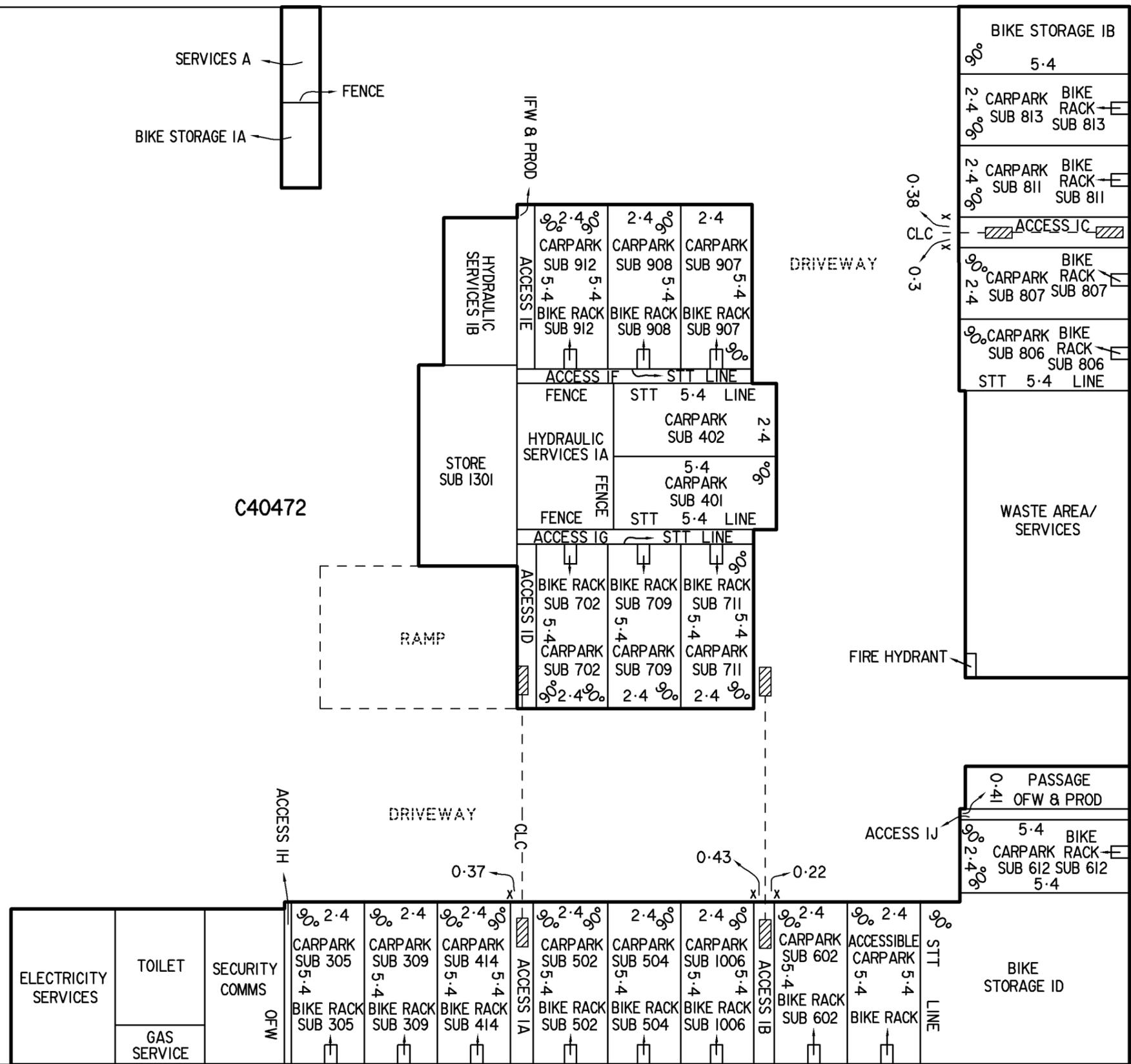
SHEET 3 OF 24

55037_pland_2_V03_Version_8

SUBSTITUTE SHEET

MORPHETT

STREET



THE UPPER LIMIT OF LOT SUBSIDIARIES SHOWN AS CARPARK, BIKE RACK IS 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.0 METRES.

OFW DENOTES OUTSIDE FACE OF WALL
 CLC DENOTES CENTRELINE OF COLUMN
 PROD DENOTES PRODUCTION
 STT DENOTES STRAIGHT

▨ DENOTES COLUMN

LEVEL ONE PLAN (GROUND FLOOR)



C40472

FYFE PTY LTD
 SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-4-1 Dwg No. 21242SC2-r7
 REV 7 DATE 24/10/2016 DR GGV SVY MRP

C40460

SHEET 5 OF 24

55037_pland_4_V02_Version_8



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE) ARE TO THE CENTRELINE OF FENCE

THE UPPER LIMIT OF LOT SUBSIDIARIES SHOWN AS CARPARK, BIKE RACK IS 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.0 METRES.

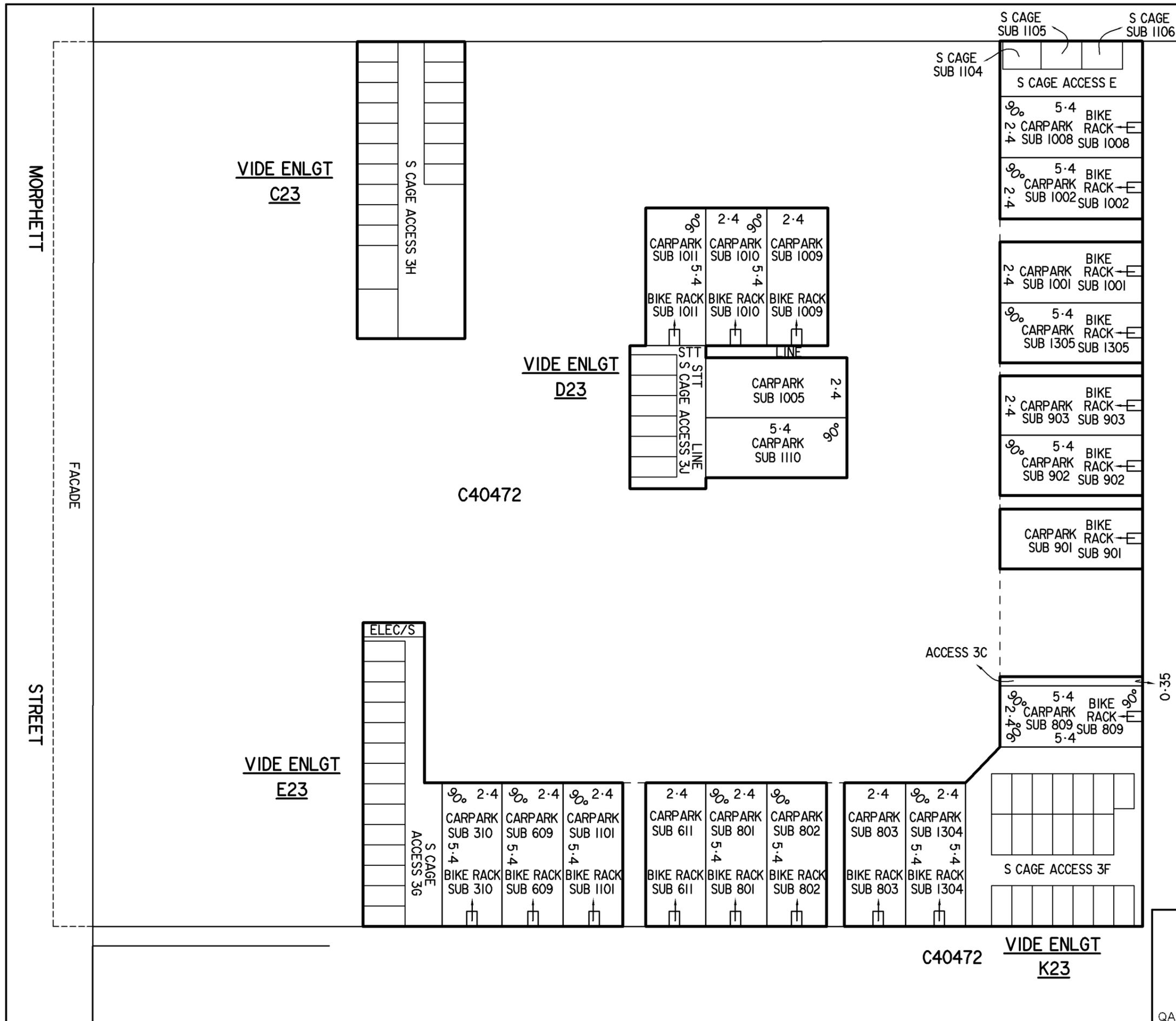
LOT SUBSIDIARIES SHOWN AS S CAGE ARE FULLY ENCLOSED

ELEC/S DENOTES ELECTRICAL SERVICES
STT DENOTES STRAIGHT
S CAGE DENOTES STORAGE CAGE
PROD DENOTES PRODUCTION

LEVEL THREE PLAN (CARPARK LEVEL 2)



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
REV 6 DATE 28/04/2016 DR GGV SVY MRP



MORPHETT STREET

FACADE STREET

STREET

VIDE ENLGT
C23

VIDE ENLGT
D23

VIDE ENLGT
E23

C40472 VIDE ENLGT
K23

C40460

SHEET 6 OF 24

55037_pland_5_V02_Version_8

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

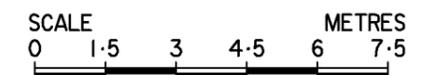
THE UPPER LIMIT OF LOT SUBSIDIARIES SHOWN AS CARPARK, BIKE RACK IS 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.0 METRES

LOT SUBSIDIARIES SHOWN AS S CAGE ARE FULLY ENCLOSED

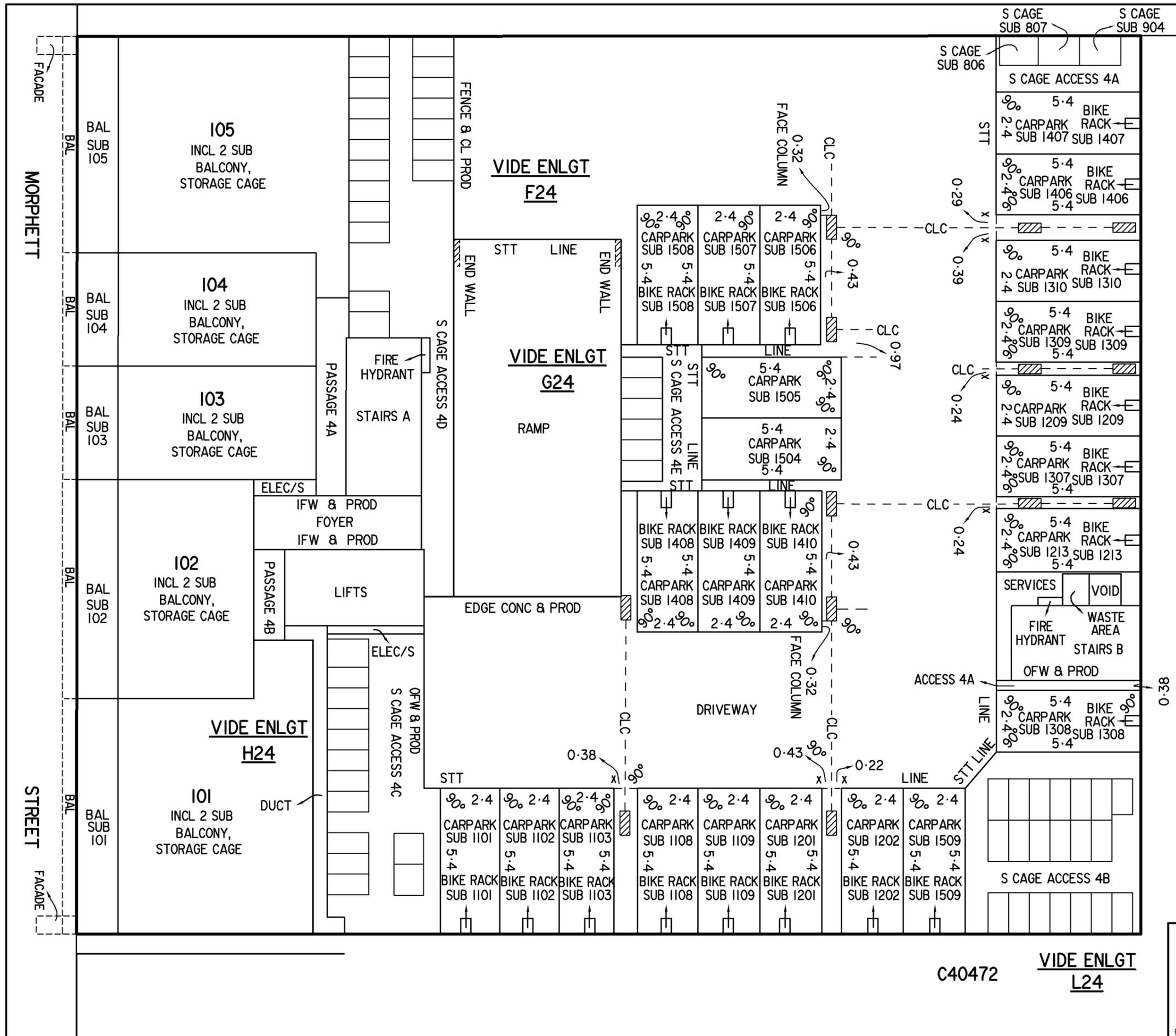
- ELEC/S DENOTES ELECTRICAL SERVICES
- BAL DENOTES BALCONY
- CLC DENOTES CENTRELINE OF COLUMN
- OFW DENOTES OUTSIDE FACE OF WALL
- CONC DENOTES CONCRETE
- PROD DENOTES PRODUCTION
- STT DENOTES STRAIGHT
- S CAGE DENOTES STORAGE CAGE
- IFW DENOTES INSIDE FACE OF WALL

▨ DENOTES COLUMN

LEVEL FOUR PLAN (FIRST FLOOR RESIDENTIAL)



FYFE PTY LTD
 SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-r6
 REV 6 DATE 28/04/2016 DR GGV SVY MRP



C40472 VIDE ENLGT
L24

C40460

SHEET 7 OF 24

55037_pland_6_V02_Version_8

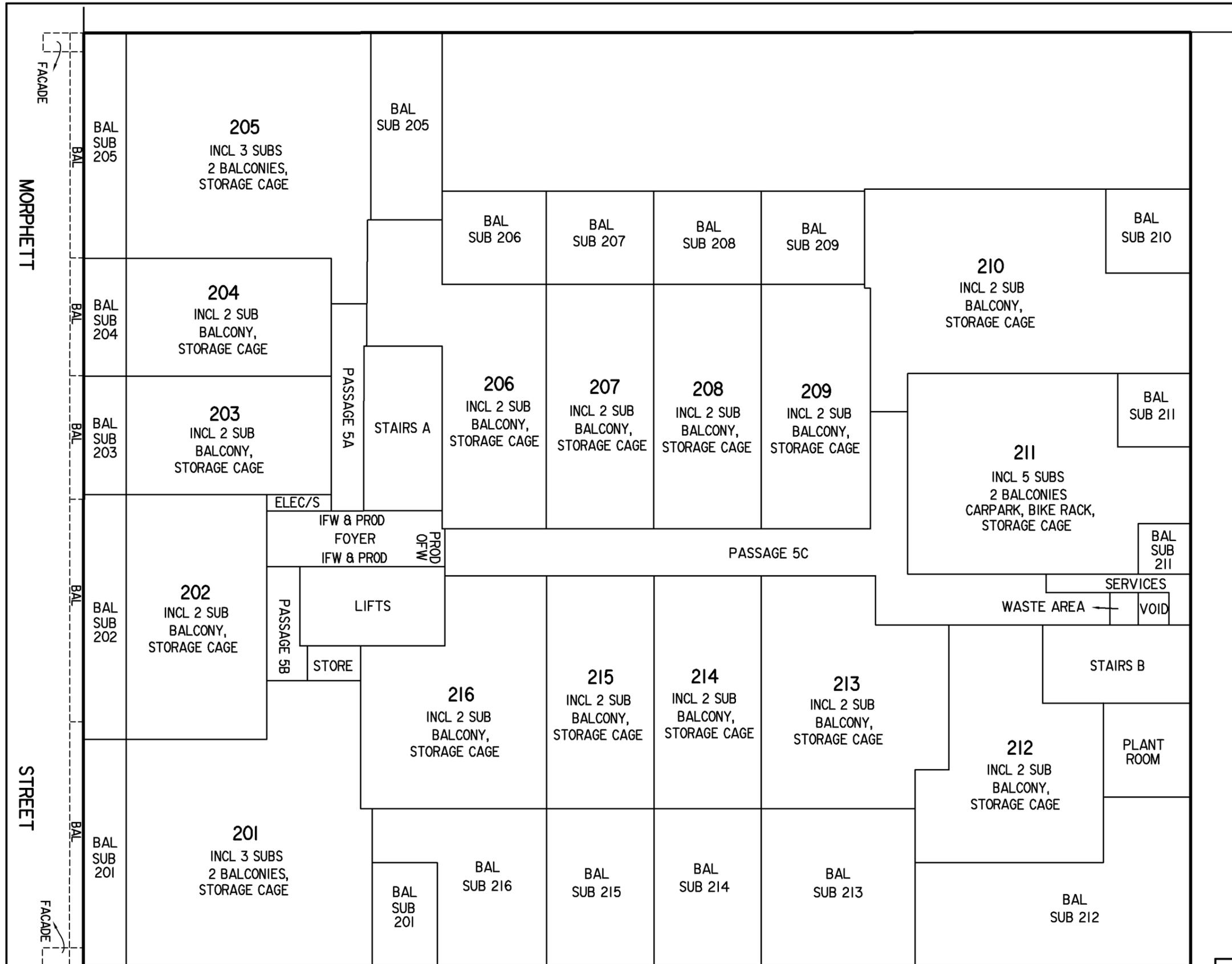
N

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL FIVE PLAN (SECOND FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
 SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-r6
 QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

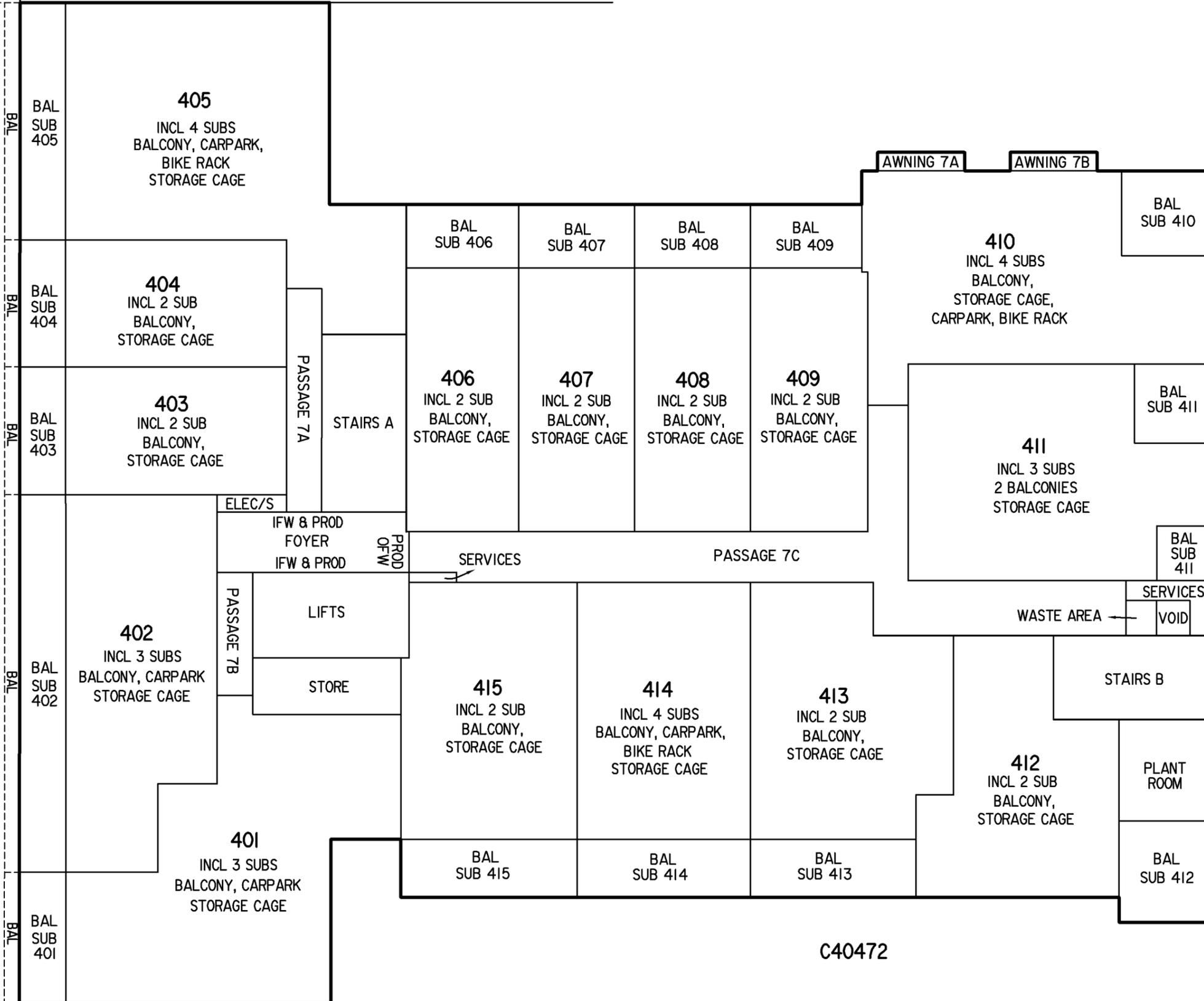
SHEET 9 OF 24

55037_pland_8_V02_Version_8

MORPHETT

STREET

FAÇADE



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL SEVEN PLAN (FOURTH FLOOR RESIDENTIAL)



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

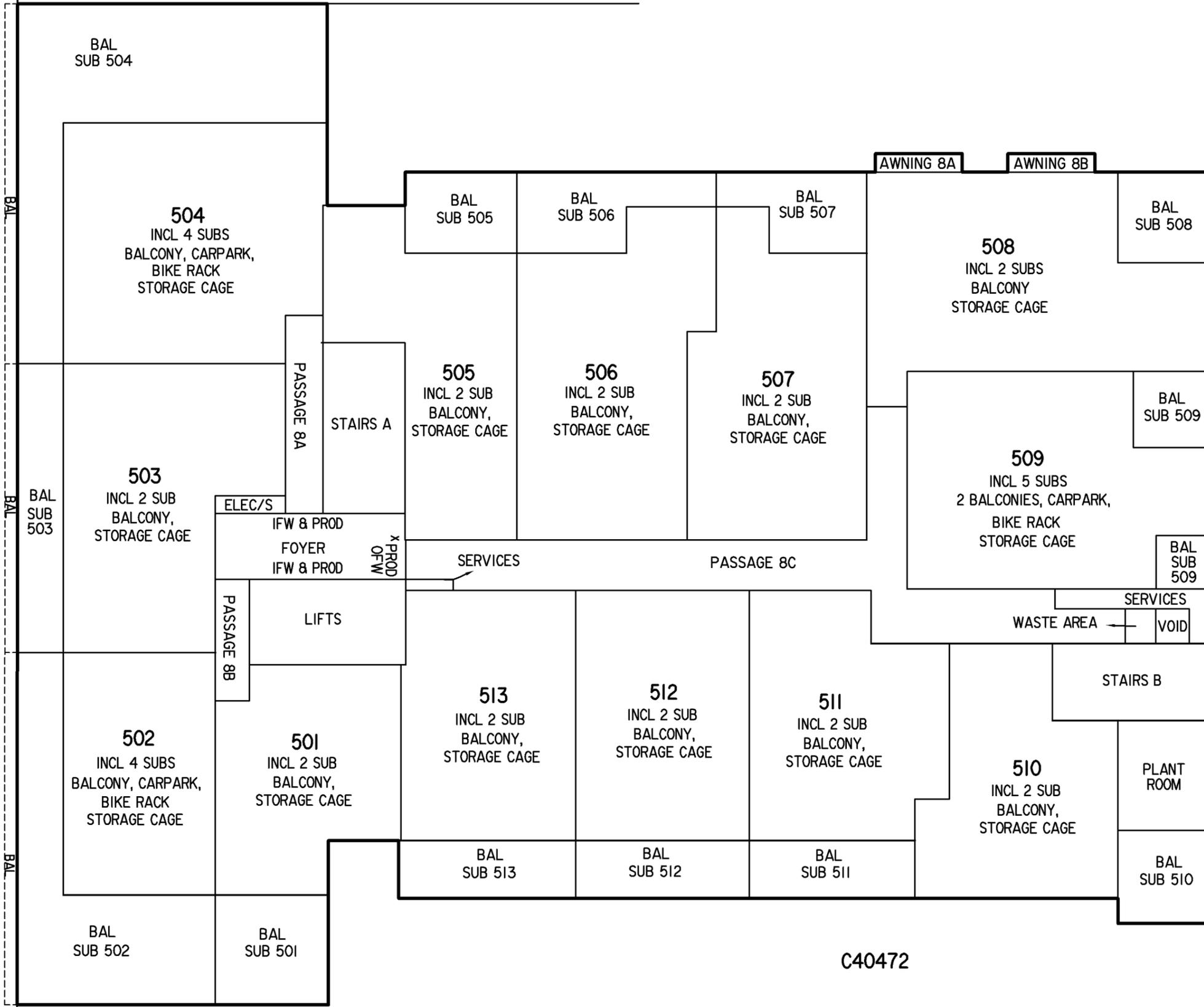
C40460

SHEET 10 OF 24

55037_pland_9_V02_Version_8

MORPHETT

STREET



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

- ELEC/S DENOTES ELECTRICAL SERVICES
- BAL DENOTES BALCONY
- IFW DENOTES INSIDE FACE OF WALL
- PROD DENOTES PRODUCTION
- OFW DENOTES OUTSIDE FACE OF WALL

LEVEL EIGHT PLAN (FIFTH FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 11 OF 24

55037_pland_10_V02_Version_8

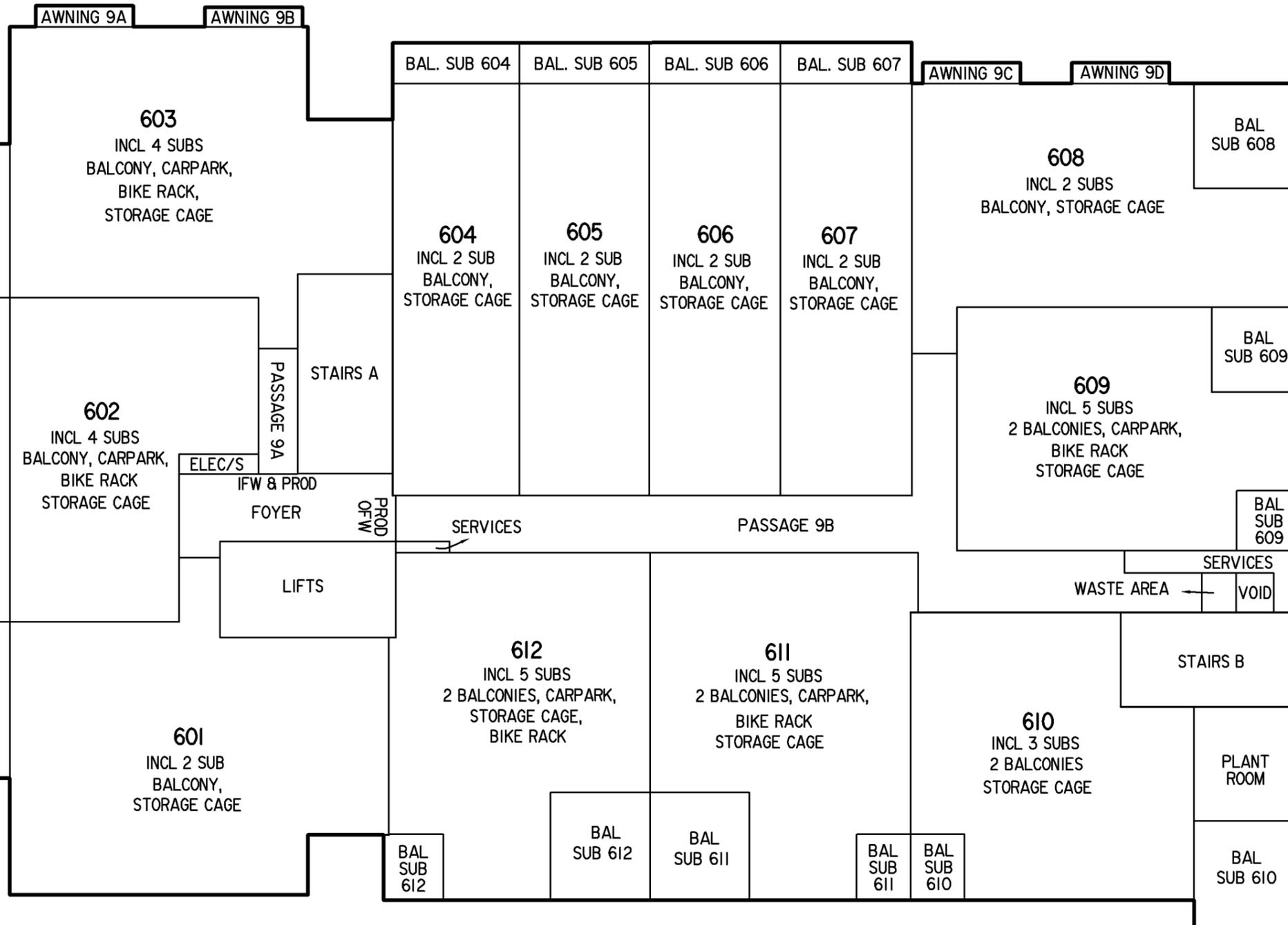
MORPHETT

BAL
SUB
603

BAL
SUB
602

BAL
SUB
601

STREET

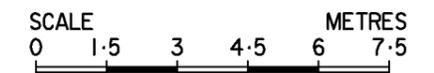


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL NINE PLAN (SIXTH FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
 SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-r6
 QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 12 OF 24

55037_pland_11_V02_Version_8

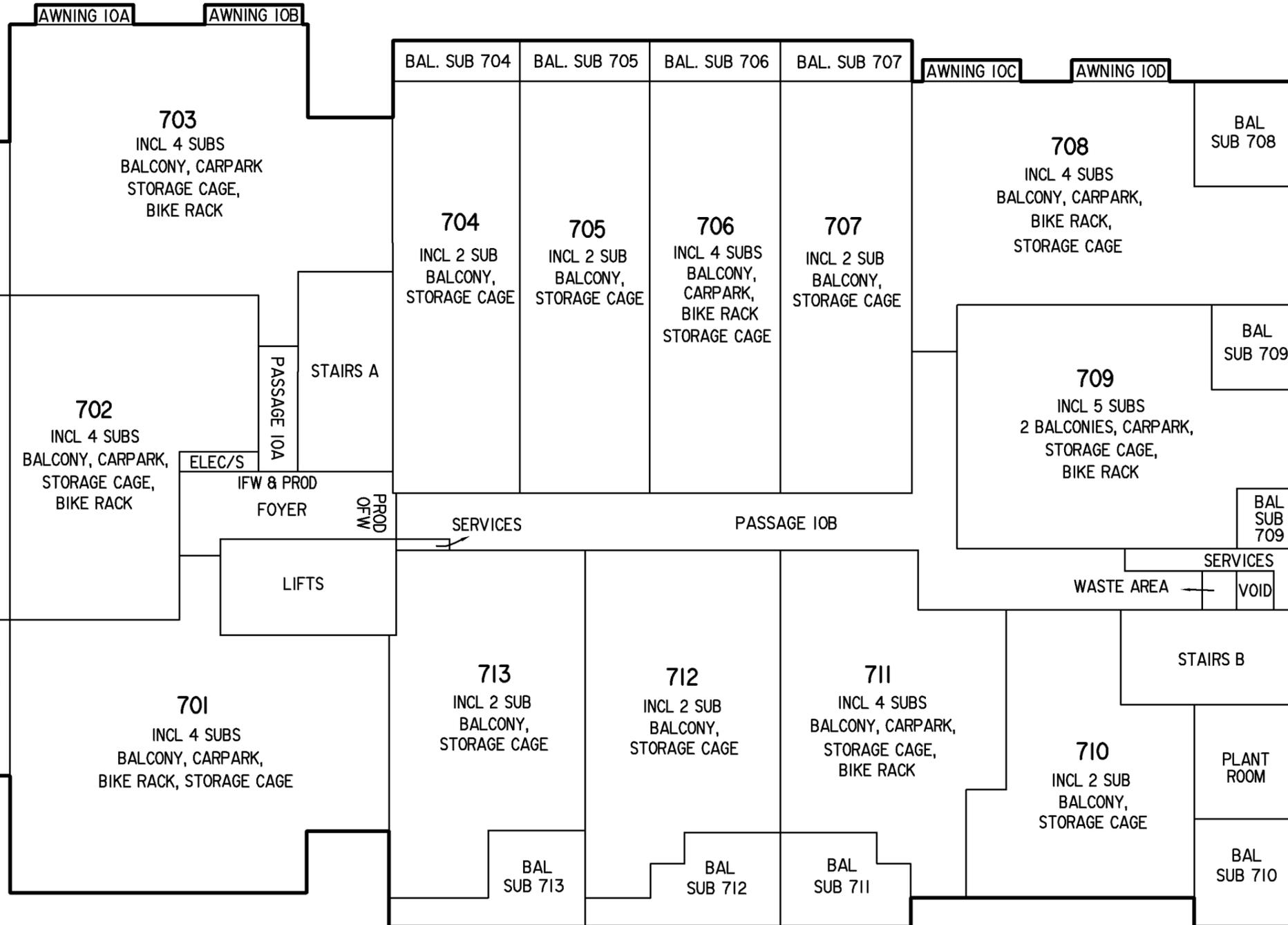
MORPHETT

BAL
SUB
703

BAL
SUB
702

BAL
SUB
701

STREET



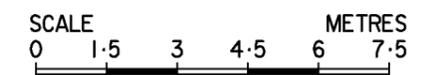
N

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL TEN PLAN (SEVENTH FLOOR RESIDENTIAL)



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

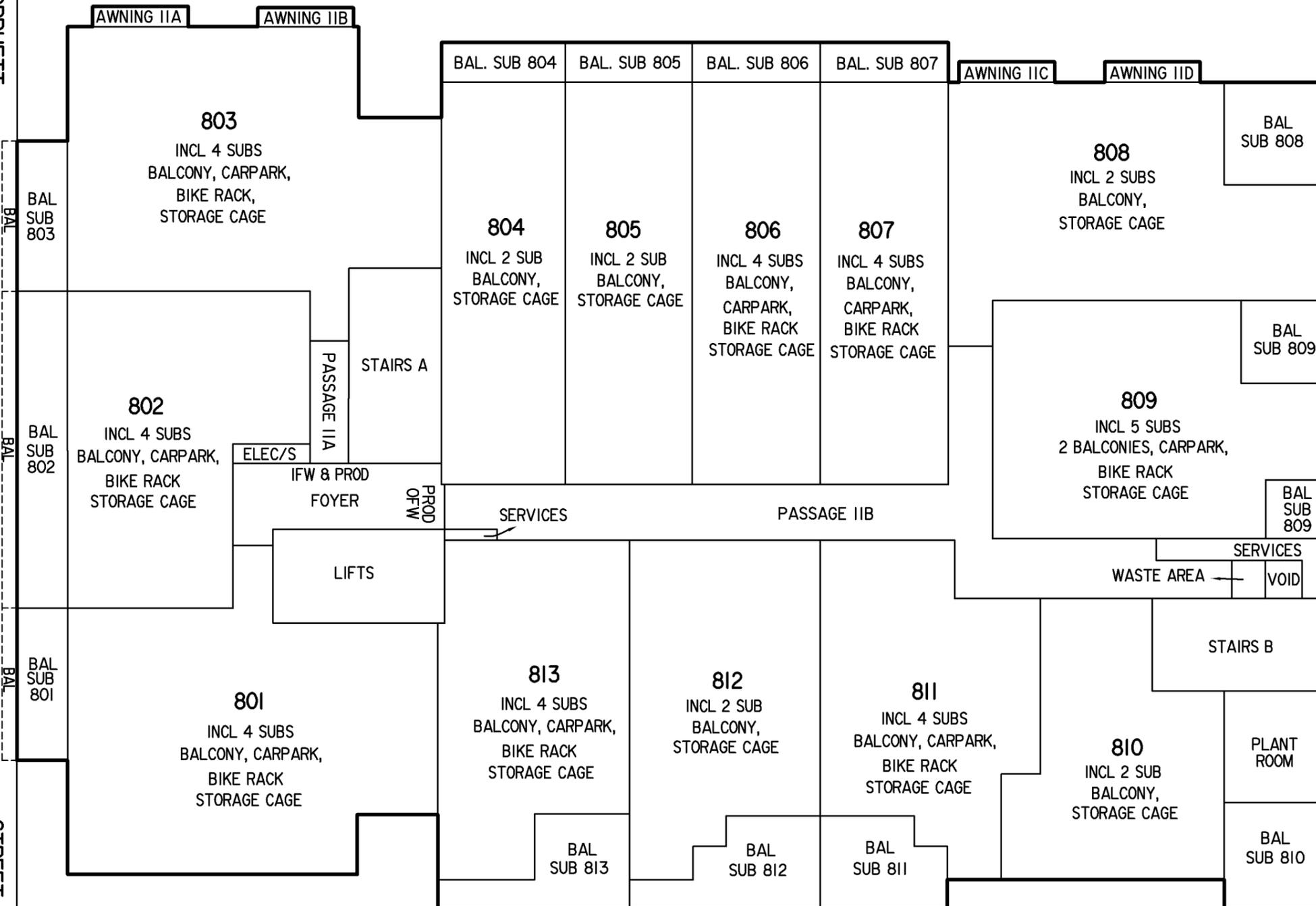
C40460

SHEET 13 OF 24

55037_pland_12_V02_Version_8

MORPHETT

STREET



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL ELEVEN PLAN (EIGHTH FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
 SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-r6
 QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 14 OF 24

55037_pland_13_V03_Version_8

SUBSTITUTE SHEET

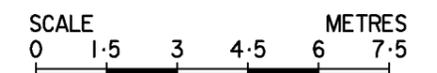


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

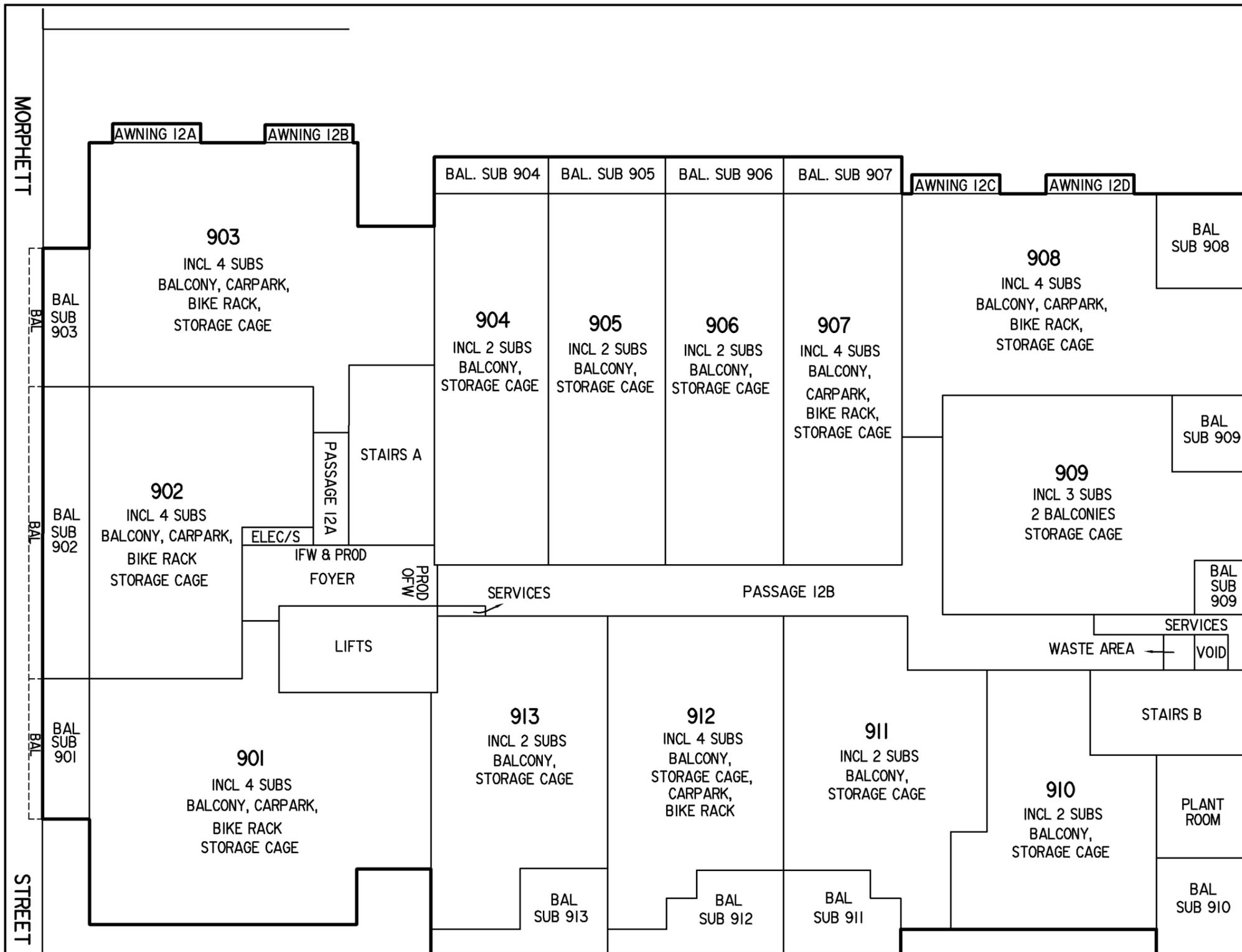
THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL TWELVE PLAN (NINTH FLOOR RESIDENTIAL)



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-4-1 Dwg No. 21242SC2-r7
QA REV 7 DATE 24/10/2016 DR GGV SVY MRP



C40472

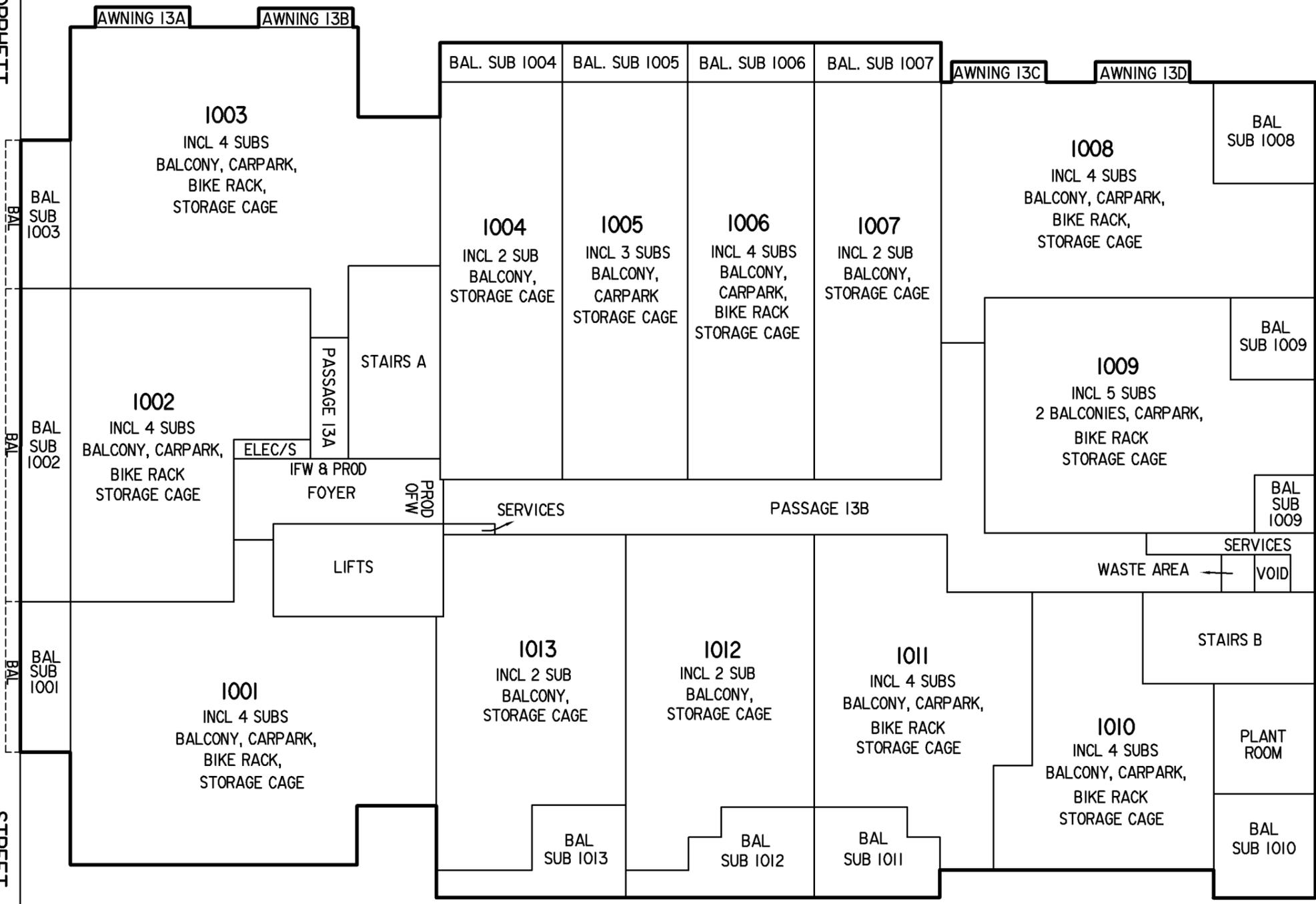
C40460

SHEET 15 OF 24

55037_pland_14_V02_Version_8

MORPHETT

STREET



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL THIRTEEN PLAN (TENTH FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

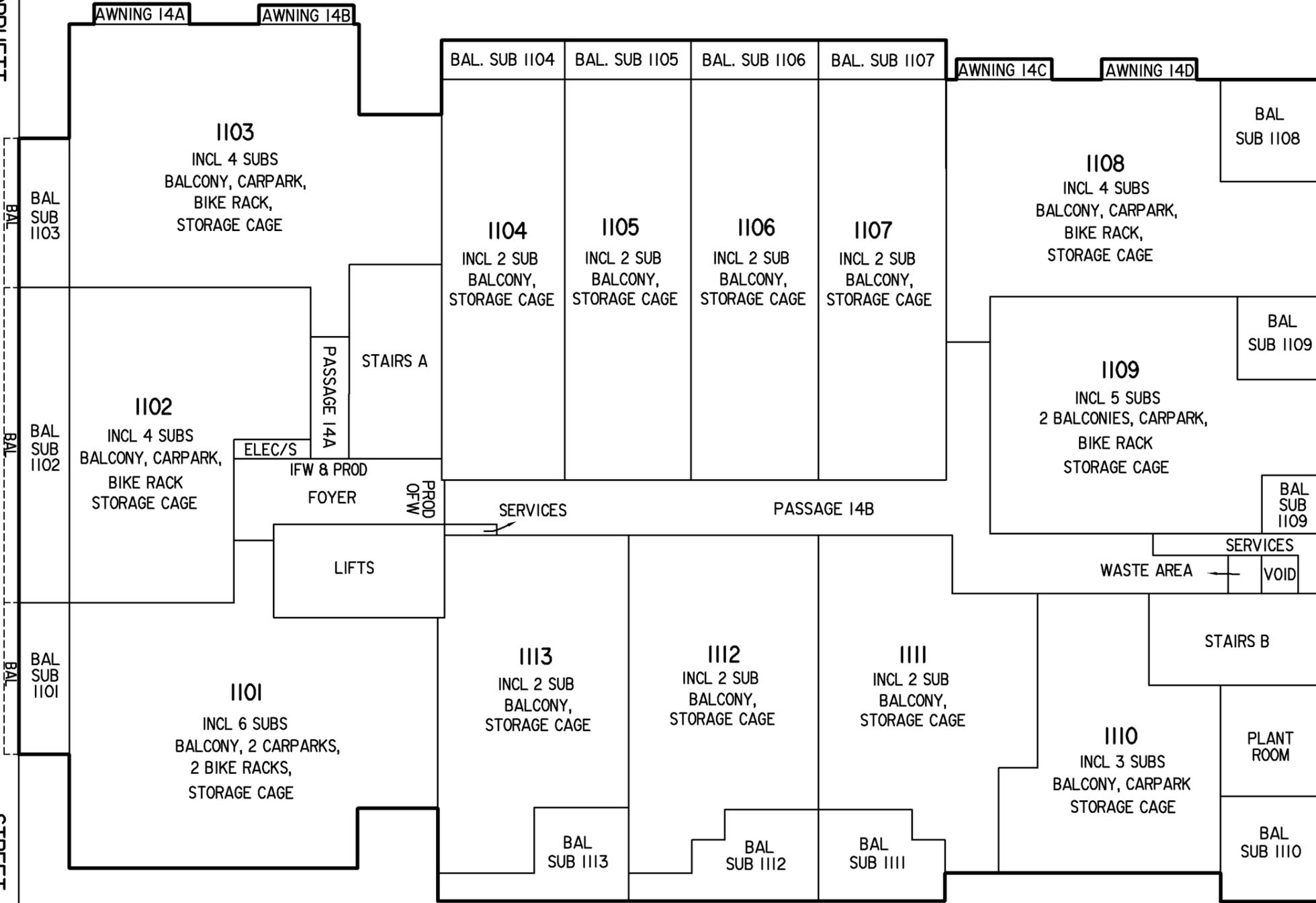
C40460

SHEET 16 OF 24

55037_pland_15_V02_Version_8

MORPHETT

STREET



N

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

- ELEC/S DENOTES ELECTRICAL SERVICES
- BAL DENOTES BALCONY
- IFW DENOTES INSIDE FACE OF WALL
- PROD DENOTES PRODUCTION
- OFW DENOTES OUTSIDE FACE OF WALL

LEVEL FOURTEEN PLAN (ELEVENTH FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

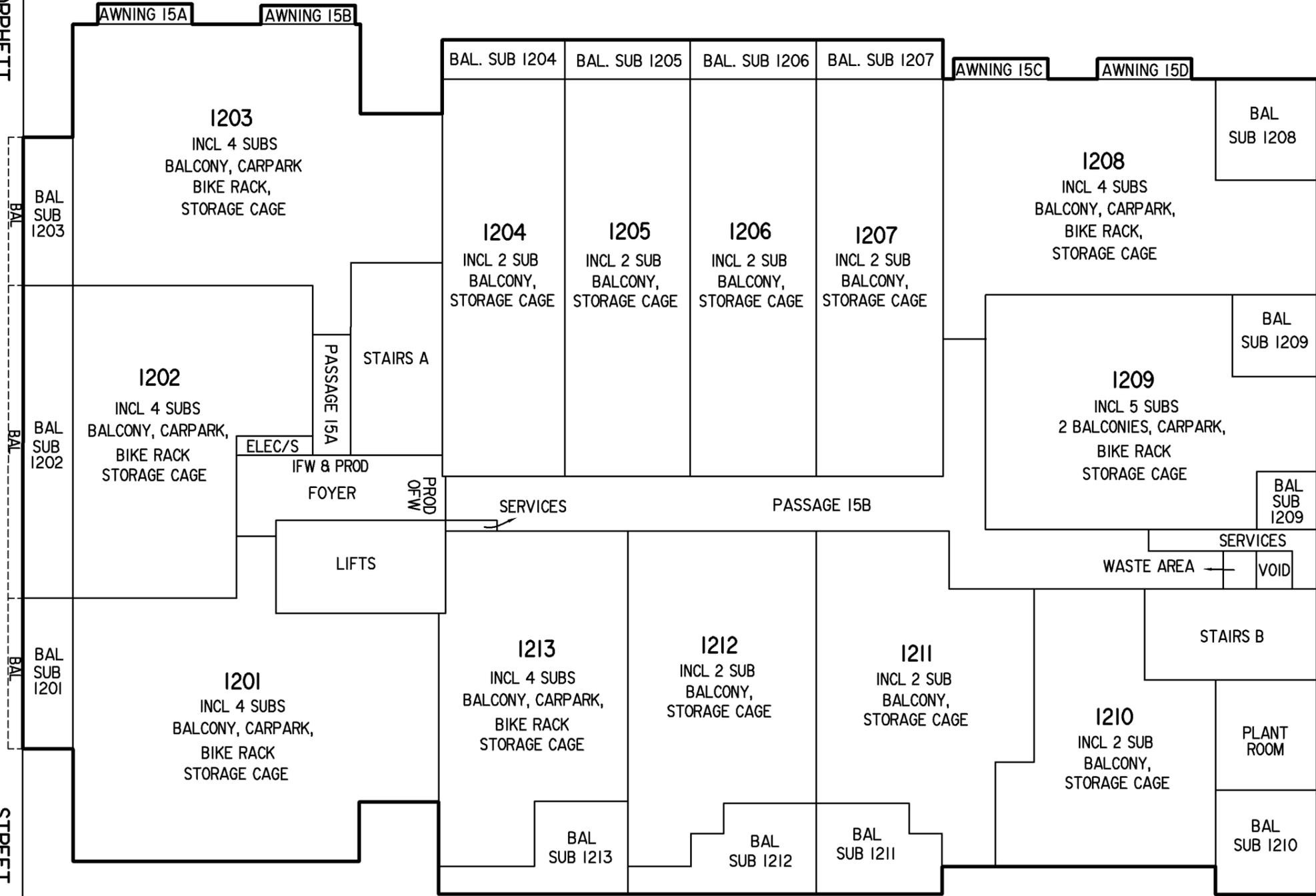
C40460

SHEET 17 OF 24

55037_pland_16_V02_Version_8

MORPHETT

STREET



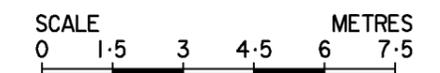
N

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL FIFTEEN PLAN (TWELFTH FLOOR RESIDENTIAL)



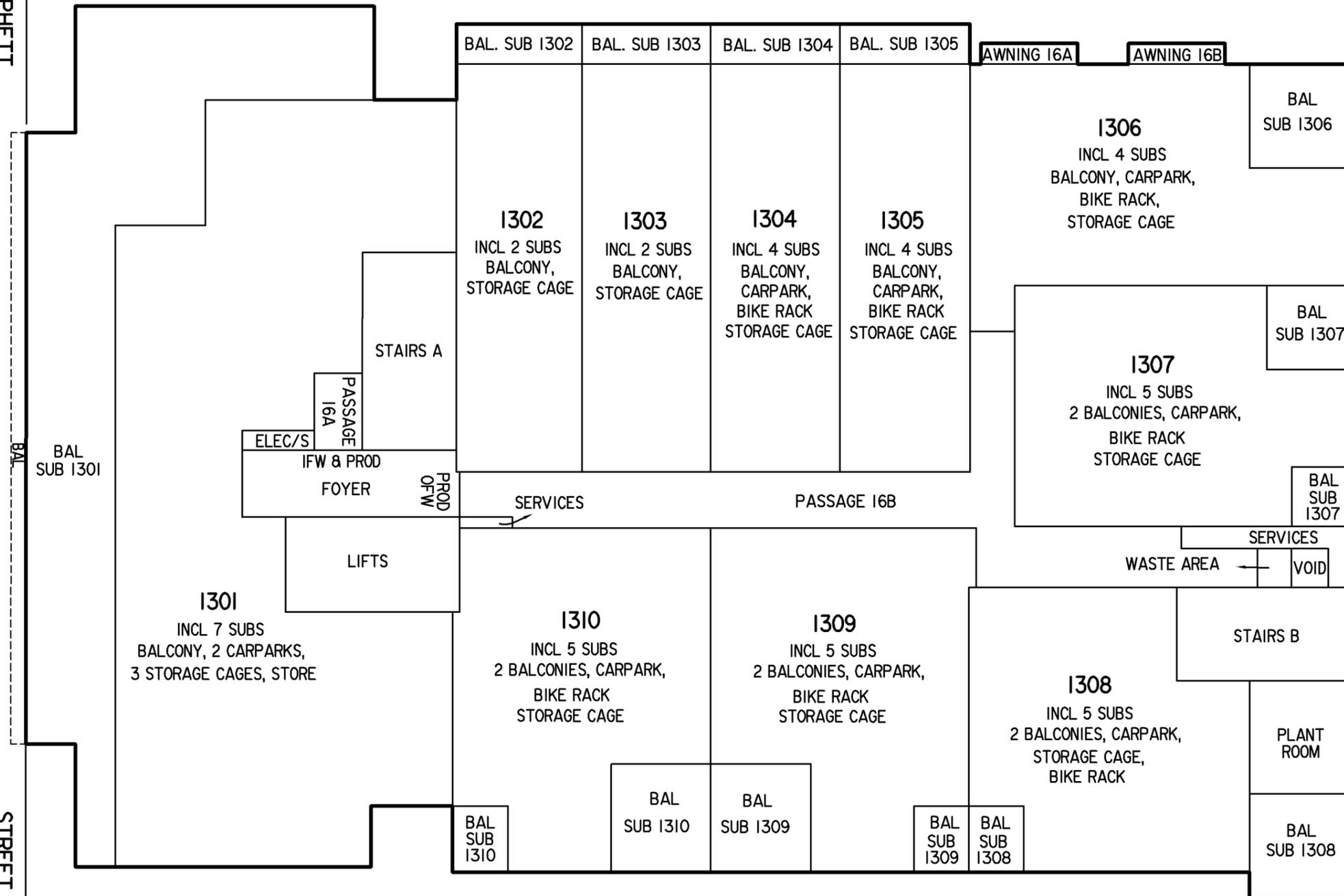
C40472

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

SUBSTITUTE SHEET

MORPHETT

STREET

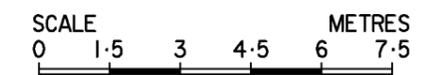


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL SIXTEEN PLAN (THIRTEENTH FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-4-1 Dwg No. 21242SC2-r7
QA REV 7 DATE 24/10/2016 DR GGV SVY MRP

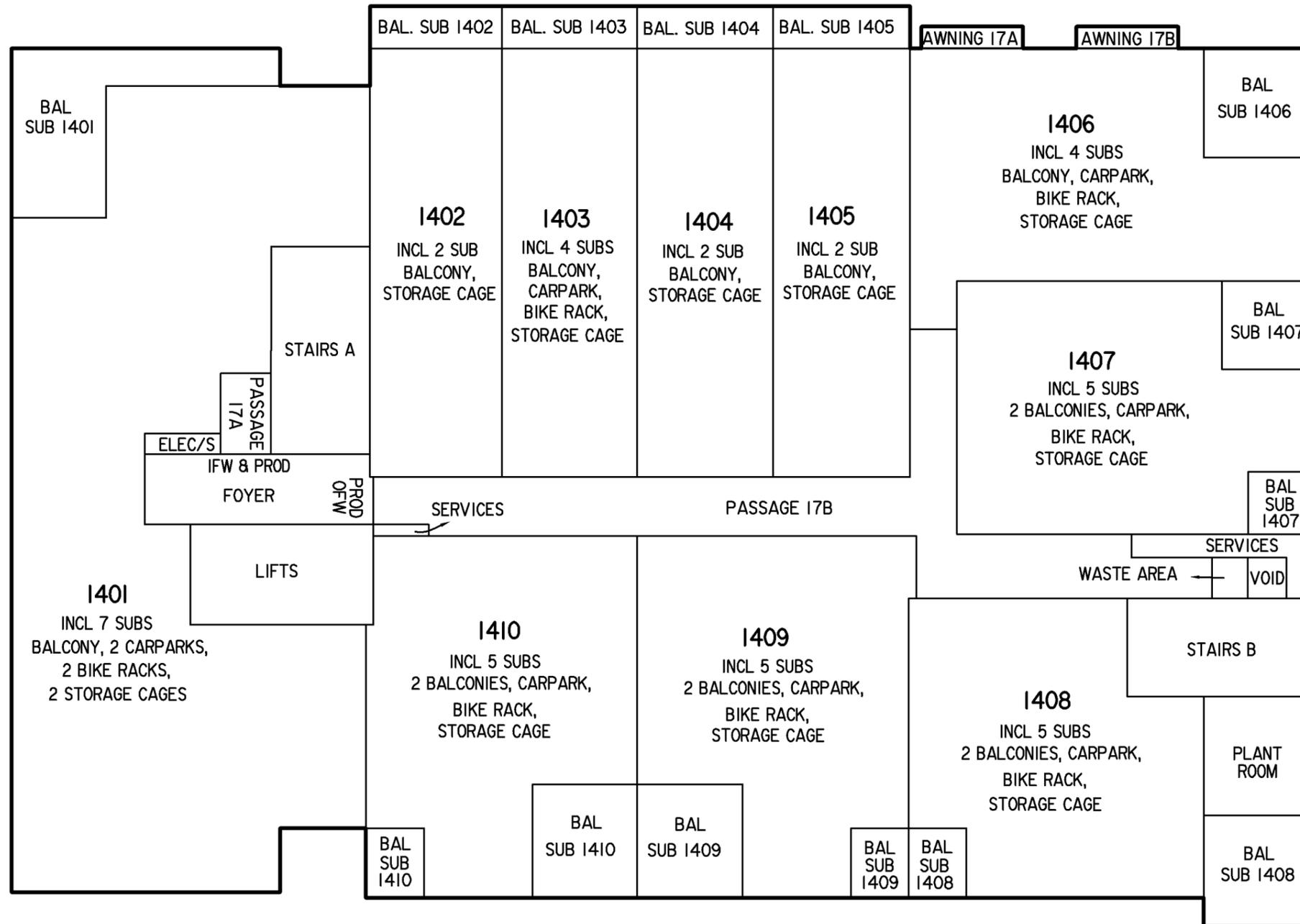
C40460

SHEET 19 OF 24

55037_pland_18_V02_Version_8

MORPHETT

STREET



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL SEVENTEEN PLAN (FOURTEENTH FLOOR RESIDENTIAL)



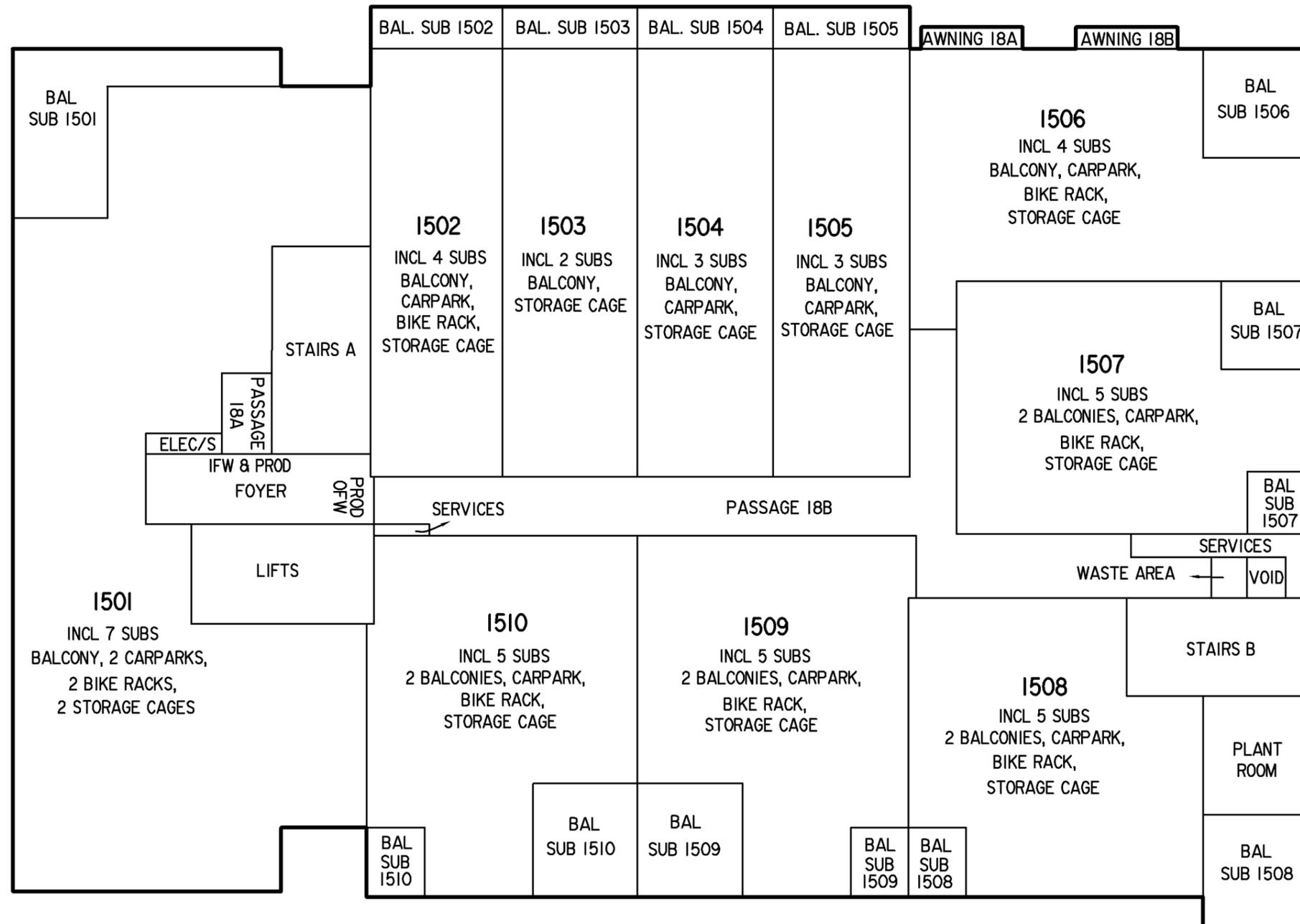
C40472

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

MORPHETT

STREET

N



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL EIGHTEEN PLAN (FIFTEENTH FLOOR RESIDENTIAL)



C40472

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

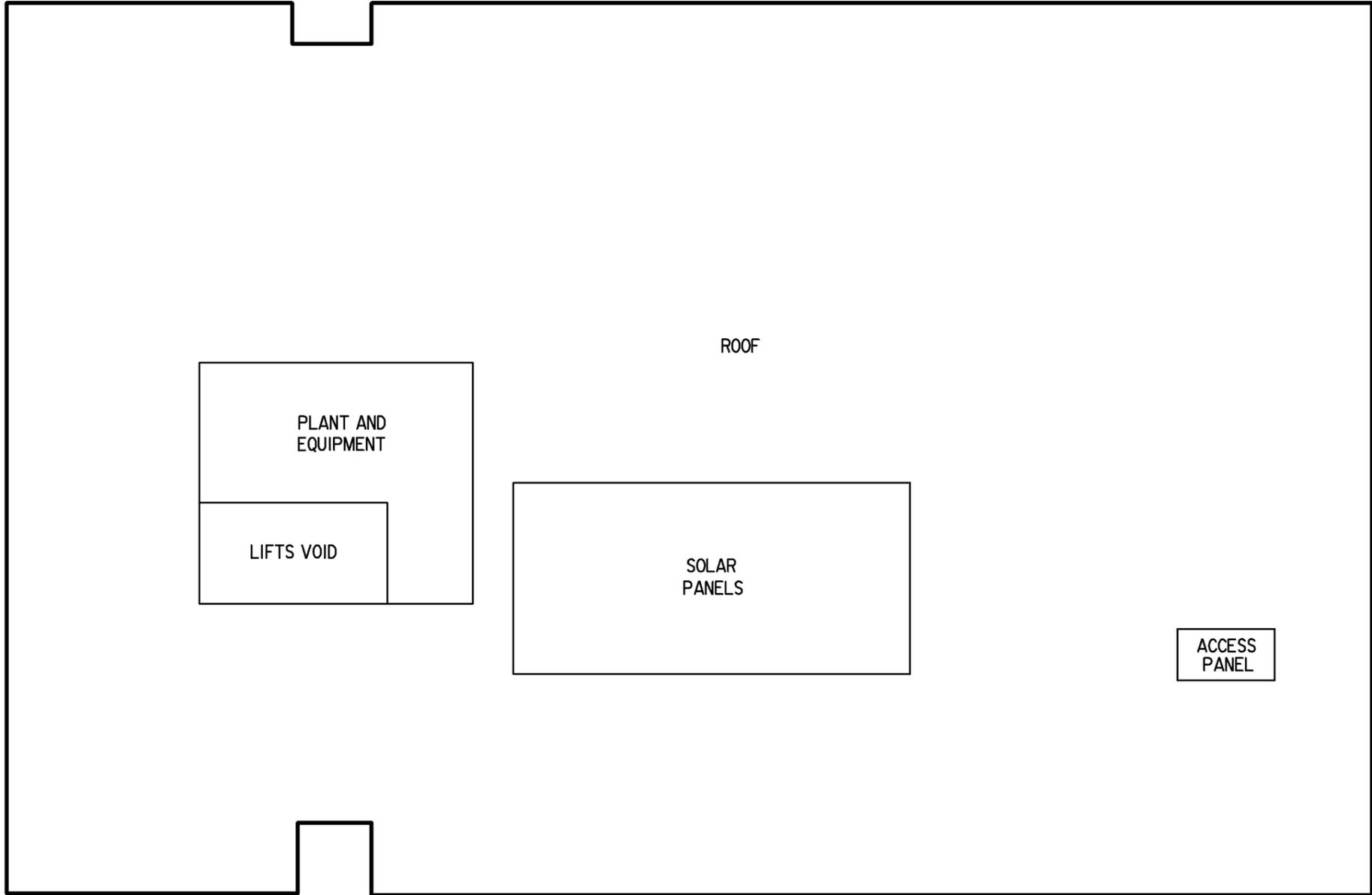
SHEET 21 OF 24

55037_pland_20_V02_Version_8

MORPHETT

STREET

N



ROOF

PLANT AND
EQUIPMENT

LIFTS VOID

SOLAR
PANELS

ACCESS
PANEL

C40472

LEVEL NINETEEN PLAN
(ROOF)

SCALE METRES
0 1.5 3 4.5 6 7.5

FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 22 OF 24

55037_pland_21_V02_Version_8

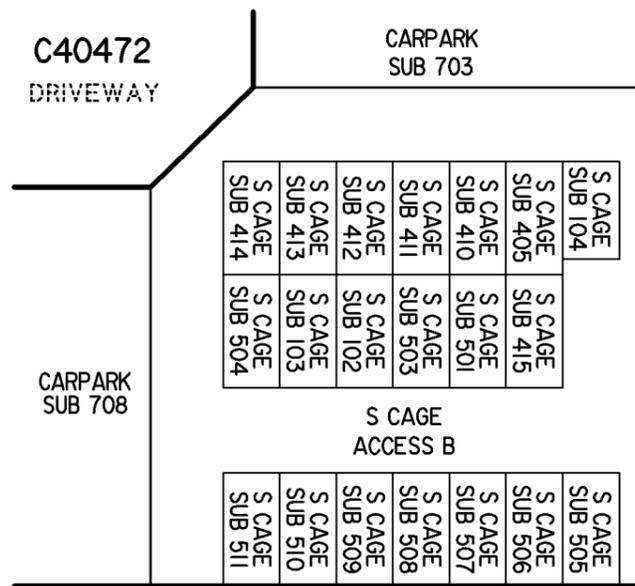
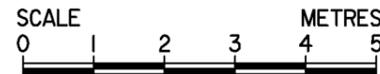
LOT SUBSIDIARIES SHOWN AS STORAGE CAGE ARE FULLY ENCLOSED

S CAGE DENOTES STORAGE CAGE
STT DENOTES STRAIGHT
PROD DENOTES PRODUCTION

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE) ARE TO THE CENTRELINE OF FENCE



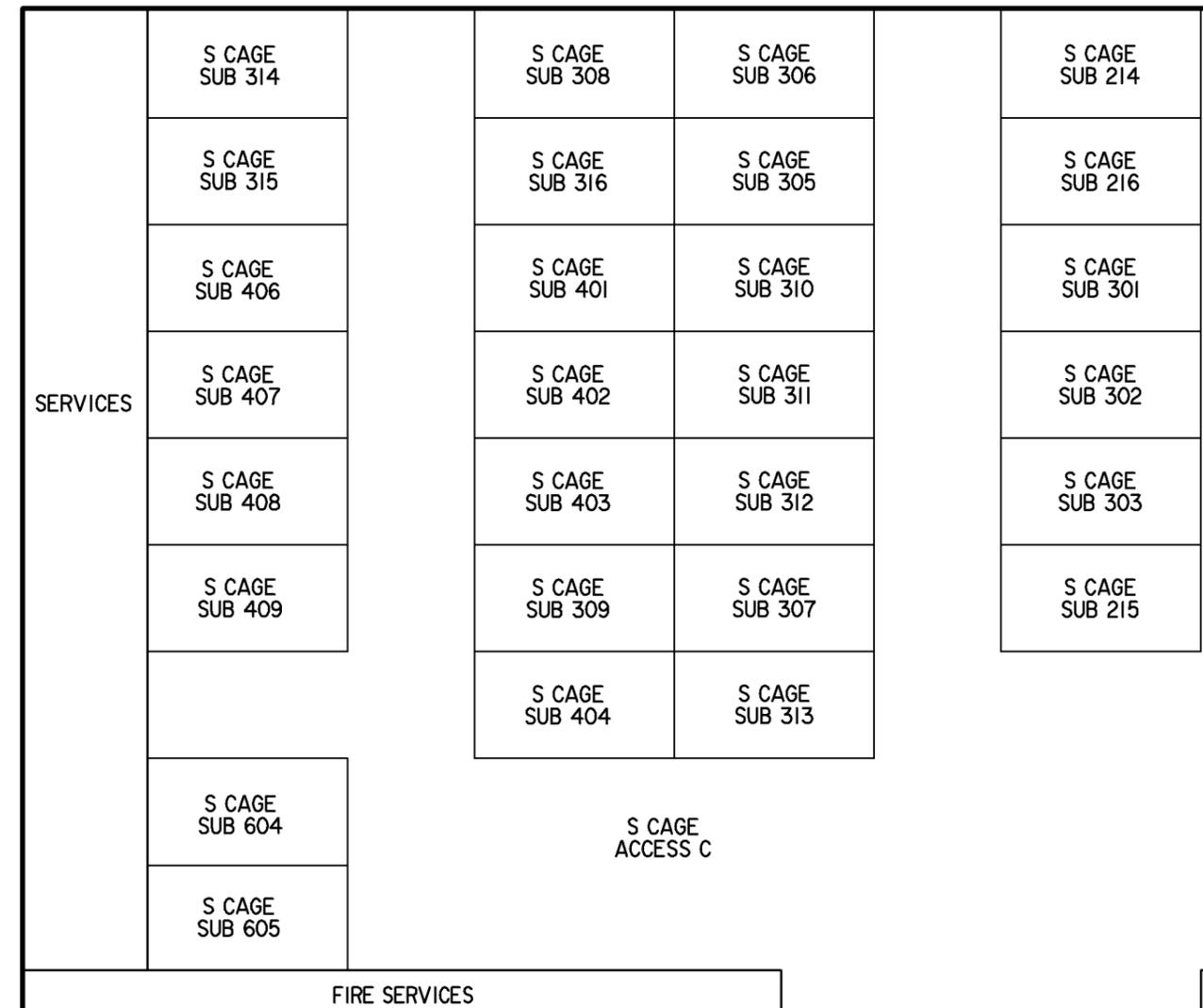
ENLARGEMENT J22



ENLARGEMENT A22



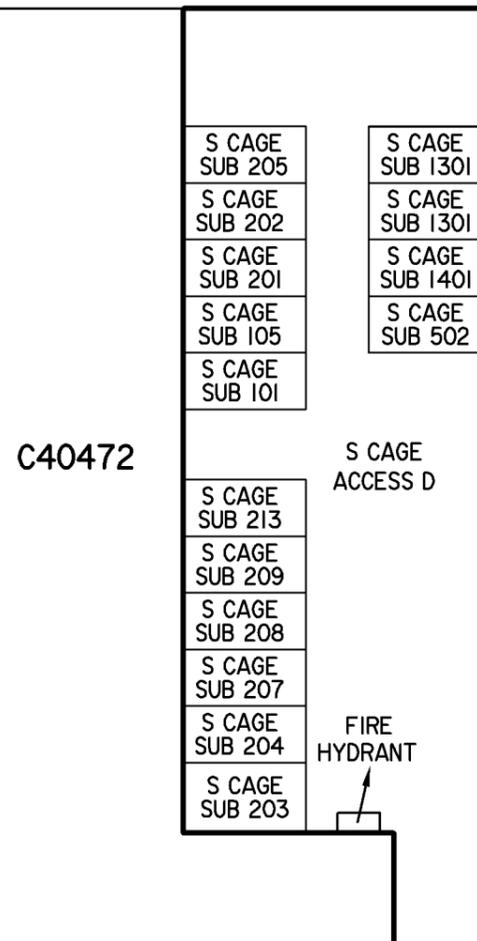
C40472



C40472

C40472

ENLARGEMENT B22



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

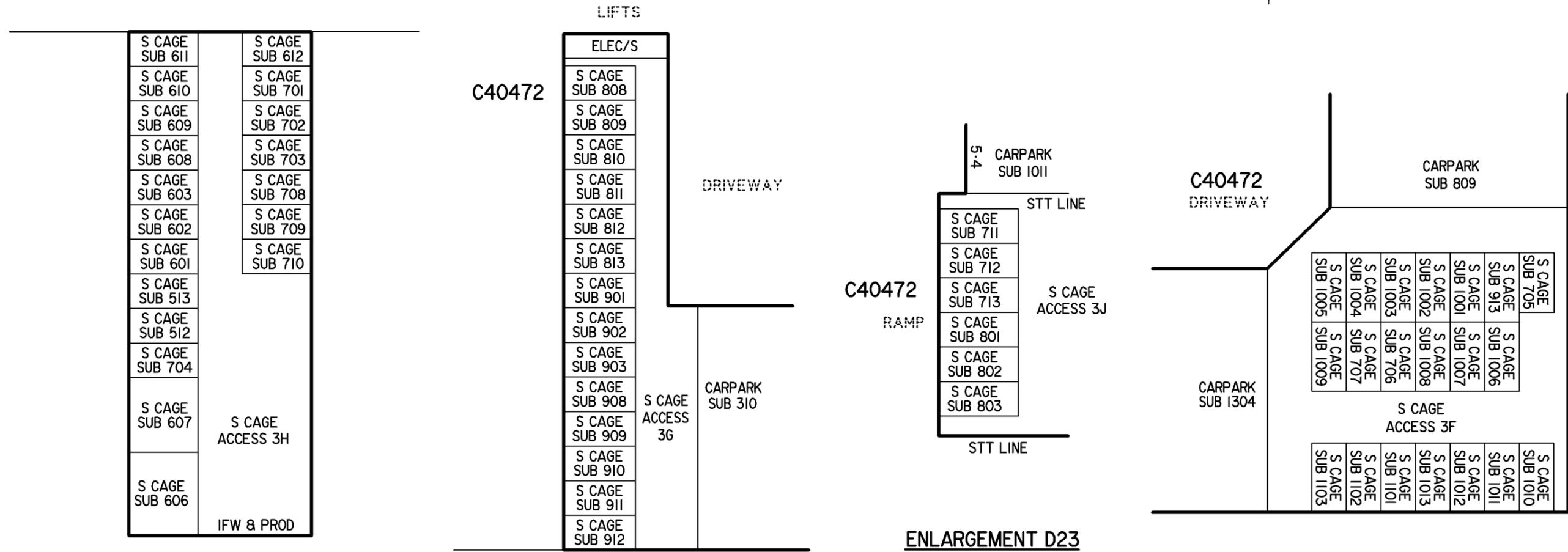
SHEET 23 OF 24

55037_pland_22_V02_Version_8

LOT SUBSIDIARIES SHOWN AS STORAGE
CAGE ARE FULLY ENCLOSED

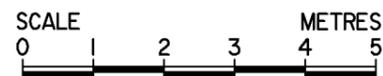
ELEC/S DENOTES ELECTRICAL SERVICES
S CAGE DENOTES STORAGE CAGE
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
STT DENOTES STRAIGHT

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT
SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE)
ARE TO THE CENTRELINE OF FENCE



C40472

ENLARGEMENT C23

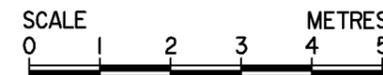


C40472

ENLARGEMENT E23



ENLARGEMENT D23



C40472

ENLARGEMENT K23



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 24 OF 24

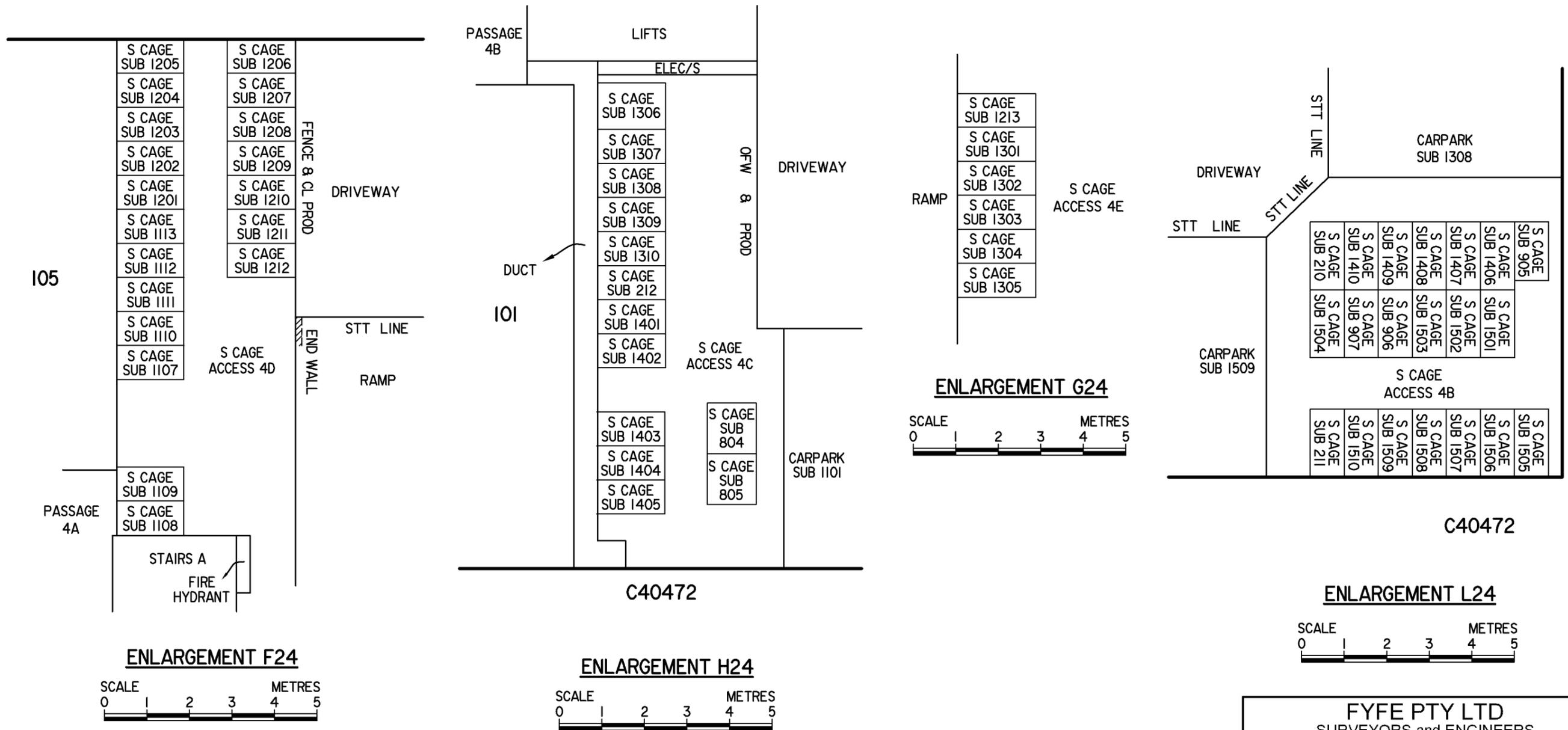
55037_pland_23_V02_Version_8

LOT SUBSIDIARIES SHOWN AS STORAGE
CAGE ARE FULLY ENCLOSED

ELEC/S DENOTES ELECTRICAL SERVICES
S CAGE DENOTES STORAGE CAGE
STT DENOTES STRAIGHT

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT
SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE)
ARE TO THE CENTRELINE OF FENCE

N



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-r6
QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

LOT ENTITLEMENT SHEET SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

C 40460

SHEET 1 OF 3

ACCEPTED

Mark McNeil 5/5/16

PRO REGISTRAR-GENERAL

DEV. No. 020:0031:16

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED	LOT	LOT ENTITLEMENTS	SUBDIVIDED
101	58		311	52	
102	35		312	43	
103	26		313	46	
104	26		314	28	
105	59		315	28	
201	64		316	40	
202	39		401	66	
203	27		402	59	
204	27		403	28	
205	66		404	28	
206	36		405	77	
207	27		406	29	
208	27		407	29	
209	27		408	28	
210	52		409	29	
211	54		410	54	
212	43		411	56	
213	47		412	44	
214	32		413	46	
215	32		414	52	
216	44		415	46	
301	63		501	45	
302	42		502	54	
303	27		503	58	
304	27		504	66	
305	76		505	45	
306	27		506	60	
307	28		507	59	
308	28		508	53	
309	34		509	62	
310	59		510	45	

LOT ENTITLEMENT SHEET SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

C 40460

SHEET 2 OF 3

SCHEDULE OF LOT ENTITLEMENTS					
LOT	LOT ENTITLEMENTS	SUBDIVIDED	LOT	LOT ENTITLEMENTS	SUBDIVIDED
511	44		804	41	
512	44		805	40	
513	45		806	46	
601	72		807	45	
602	64		808	65	
603	76		809	64	
604	39		810	45	
605	41		811	54	
606	39		812	47	
607	41		813	53	
608	65		901	81	
609	62		902	66	
610	58		903	79	
611	64		904	41	
612	65		905	41	
701	84		906	41	
702	64		907	46	
703	72		908	69	
704	40		909	61	
705	41		910	45	
706	45		911	48	
707	41		912	53	
708	65		913	48	
709	64		1001	81	
710	45		1002	66	
11	54		1003	79	
712	47		1004	34	
713	48		1005	41	
801	79		1006	46	
802	64		1007	41	
803	78		1008	68	

ACCEPTED

Mark Merrill 5/5/16

PRO REGISTRAR-GENERAL

DEV. No. 020 : 0031 : 16

LOT ENTITLEMENT SHEET SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

C 40460

SHEET 3 OF 3

SCHEDULE OF LOT ENTITLEMENTS					
LOT	LOT ENTITLEMENTS	SUBDIVIDED	LOT	LOT ENTITLEMENTS	SUBDIVIDED
1009	66		1301	205	
1010	45		1302	37	
1011	54		1303	47	
1012	48		1304	47	
1013	48		1305	47	
1101	81		1306	67	
1102	67		1307	67	
1103	81		1308	68	
1104	41		1309	70	
1105	41		1310	70	
1106	42		1401	180	
1107	42		1402	42	
1108	70		1403	47	
1109	66		1404	42	
1110	51		1405	42	
1111	49		1406	72	
1112	48		1407	67	
1113	48		1408	68	
1201	81		1409	70	
1202	67		1410	70	
1203	76		1501	186	
1204	42		1502	47	
1205	42		1503	47	
1206	42		1504	46	
1207	42		1505	46	
1208	66		1506	68	
1209	67		1507	68	
1210	46		1508	74	
1211	49		1509	72	
1212	48		1510	72	
1213	54				
			AGGREGATE	10000	

ACCEPTED

Mak Muiil 5/5/2016

PRO REGISTRAR-GENERAL

DEV. No. 020 : 0031 : 16

CERTIFICATE OF LAND VALUER

I Zac Vartuli

being a land valuer within the meaning of the Land Valuers Act 1996 certify that the schedule is correct for the purposes of the Community Titles Act 1996

Dated the 30th day of June 2018



Signature of Land Valuer

Date: 02 December 2025

Email: city@cityofadelaide.com.au



25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference CT-6173/723
Owner Name Ms S V Banks and Mr W G K Banks
Address of Property Floor 12 1011/180 Morphett Street, ADELAIDE SA 5000

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Michael Sedgman', written over a light blue background.

pp
Michael Sedgman
Chief Executive Officer



**THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH**

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

DUNCAN, SANDE & ASSOCIATES
PO Box 3033, NORWOOD SA 5067

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	25 November 2025
Receipt Number	7023490
Document Issue Date	02 December 2025
Property Address	Floor 12 1011/180 Morphett Street, ADELAIDE SA 5000
Property Description	Lot 1011 CP 40460
Property Titles	CT-6173/723
Owner of Property	Ms S V Banks and Mr W G K Banks

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

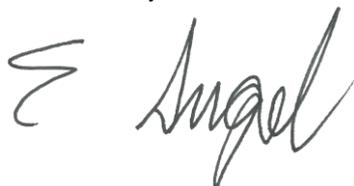
(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.

(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,



pp
Michael Sedgman
Chief Executive Officer



25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572



Assessment No: 37826 5

Property Location **Floor 12 1011/180 Morphett Street,**

Rateable Valuation	\$13,400
Arrears	\$0.00
Arrears Legal Fees	\$0.00

Gross Rates **\$1,566.15**

(includes Regional
Landscape Levy)

Interest, Current	\$0.00
Interest, Arrears	\$0.00

Rebates	\$-28.30
---------	----------

Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00

Paid	\$-1,537.85
Overpayments	\$0.00
Refunds	\$0.00

Outstanding Balance **\$0.00**





CITY OF
ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

Name: DUNCAN, SANDE & ASSOCIATES

Address: PO Box 3033, NORWOOD SA 5067

File reference:

Phone number:

Certificate of Title:	CT-6173/723
Property Description:	Lot 1011 CP 40460
Property Address:	Floor 12 1011/180 Morphett Street, ADELAIDE SA 5000
Previous Owner: (Full names)	Ms S V Banks and Mr W G K Banks
New Owner: (Titles and full names)	
New Owner's Postal address for future notices: (or managing agent)	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at <https://www.cityofadelaide.com.au>



PRESCRIBED INFORMATION

Address: Floor 12 1011/180 Morphett Street, ADELAIDE SA 5000

Reference: 1999/02343

Certificate of Title: CT-6173/723

Dated: 27 November 2025

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
<i>{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}</i>	
<i>Development Act 1993 (repealed)</i>	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: <i>Development Conditions – See Attachment</i>
<i>Repealed Act conditions</i>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i>, the <i>City of Adelaide Development Control Act 1976 (repealed)</i>, the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1966 (repealed)</i>	Nature of Condition(s):

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	<p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Refer to attached PlanSA Section 7 Report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? *YES/NO</p> <p>Is the land designated as a local heritage place? *YES/NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? *YES/NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO</p>
Section 127 - Condition (that continues to apply) of a development authorisation	<p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p> <p>Refer to attached PlanSA Section 7 Report</p>

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected

[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]

Development Act 1993

<p>section 50(1)—Requirement to vest land in a council or the Crown to be held as open space</p>	<p>Date requirement given:</p> <p>Name of body giving requirement:</p> <p>Nature of requirement:</p> <p>Contribution payable (if any):</p>
<p>section 50(2)—Agreement to vest land in a council or the Crown to be held as open space</p>	<p>Date of agreement:</p> <p>Names of parties:</p> <p>Terms of agreement:</p> <p>Contribution payable (if any):</p>
<p>section 55—Order to remove or perform work</p>	<p>Date of order:</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>section 56—Notice to complete development</p>	<p>Date of notice:</p> <p>Requirements of notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>Section 57—Land management agreement</p>	<p>Date of agreement:</p> <p>Names of parties:</p> <p>Terms of agreement:</p>

<p>Section 69—Emergency Order</p>	<p>Date of order:</p> <p>Name of authorised officer who made order:</p> <p>Name of authority that appointed authorised officer:</p> <p>Nature of order:</p> <p>Amount payable (if any):</p>
-----------------------------------	---

PRESCRIBED INFORMATION

Section 71— Fire safety notice	Date of notice: Name of authorised officer giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 84— Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106—Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2—Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
Confirmed – Planning/Development Section	
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
Confirmed – Enforcement/Compliance section:	
<i>Food Act 2001</i>	
section 44—Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:

PRESCRIBED INFORMATION

section 46—Prohibition order	Date of order: Name of authority or person who served order: Requirements of order:
Confirmed – Environmental Health section:	
<i>Housing Improvement Act 1940</i>	
section 23—declaration that house is undesirable or unfit for human habitation	Date of declaration: Those particulars required to be provided by a council under section 23:
Part 7 (rent control for substandard houses)— Notice or declaration	Date of notice or declaration Those particulars required to be provided by the housing authority under section 60:
Confirmed – Building/Development section:	
<i>Land Acquisition Act 1969</i>	
Section 10— Notice of intention to acquire	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
<p>Notice, order, declaration, charge, claim or demand given or made under the Act</p>	<p>Date of notice, order etc:</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>Land subject thereto:</p> <p>Nature of requirements contained in notice, order etc:</p> <p>Time for carrying out requirements:</p> <p>Amount payable (if any):</p>
Local Government Act 1999	
<p>Notice, order, declaration, charge, claim or demand given or made under the Act</p>	<p>Date of notice, order etc:</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>Land subject thereto:</p> <p>Nature of requirements contained in notice, order etc:</p> <p>Time for carrying out requirements:</p> <p>Amount payable (if any):</p>
<p>Confirmed – General section:</p>	
Local Nuisance and Litter Control Act 2016	
<p>Section 30 – Nuisance or litter abatement notice</p>	<p>Date of notice:</p> <p>Notice issued by:</p> <p>Nature of requirements contained in notice:</p> <p>Time for carrying out requirements:</p>
Planning, Development and Infrastructure Act 2016	
<p>section 141 – Order to remove or perform work</p>	<p>Date of order:</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p>

PRESCRIBED INFORMATION

<i>Planning, Development and Infrastructure Act 2016</i>	
	Amount payable (if any):
section 142 — Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 155 — Emergency order	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):
section 157 — Fire safety notice	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 192 or 193 — Land management agreement	Date of agreement: Names of parties: Terms of agreement:
section 198(1) — Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 198(2) — Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):

PRESCRIBED INFORMATION

<i>Planning, Development and Infrastructure Act 2016</i>	
Part 16 Division 1 — Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
section 213 — Enforcement notice	Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 214(6), 214(10) or 222 — Enforcement order	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Confirmed – Building/development section:	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
Part 3— Notice	Date of notice: Name of council or other authority giving notice: Requirements of notice:
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2— Condition (that continues to apply) of an approval	Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval:
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19— Maintenance order (that has not been complied with)	Date of order: Name of authority giving order: Requirements of order:
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
section 92— Notice	Date of notice: Name of Council or other relevant authority giving notice: Requirements of notice
South Australian Public Health (Wastewater) Regulations 2013 Part 4— Condition (that continues to apply) of an approval	Date of approval: Name of person or body that granted the approval: Condition (s) of approval:
Confirmed – Health section:	

PRESCRIBED INFORMATION

Other charges

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

Person or body in whose favour charge exists:

Nature of charge:

Amount of charge (if known):

PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required... **Yes / No / Council holds no record** (refer above note):

- 1 Name(s) of person(s) insured:
- 2 Name of insurer:.....
- 3 Limitations on the liability of the insurer:.....
- 4 Name of builder:
- 5 Builder's licence number:
- 6 Date of issue of insurance:.....
- 7 Description of insured building work:.....
-
-

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

* **Yes / No / Council holds no record**

If **YES**, give details:

- (a) Date of the exemption:
- (b) Name of builder granted the exemption:
- (c) Licence number of builder granted the exemption:
- (d) Details of building work to which the exemption applies:.....
-
-
- (e) Details of conditions (if any) to which the exemption is subject:.....
-
-

Certified – Development Section..... Date.....

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

Does the council hold details of any development approvals relating to—

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

*YES/~~NO~~ **Refer to Attachment**

Note—

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

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

It should be noted that—

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

ATTACHMENTS

Attachment – Development Conditions

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McMahon
Telephone: 8303 0734

Development Number
020/0037/10 Variation 1
Council Reference:
DA/607/2010/A

FOR DEVELOPMENT APPLICATION

DATED: 21 July 2011
REGISTERED ON: 21 July 2011

TO: China Australia Property Development Group Pty Ltd
C/- Catherine Orford
Connor Holmes
25 Vardon Ave
ADELAIDE SA 5000
EMAIL: sholmes@connorholmes.com.au

LOCATION OF PROPOSED DEVELOPMENT: 176-186 Morphett Street

Lot No	Street	Suburb	Hundred	CT Reference
452, FP 181294	Morphett Street	Adelaide	Adelaide	5381/126
453, FP 181295	Morphett Street	Adelaide	Adelaide	3721/125

NATURE OF PROPOSED DEVELOPMENT VARIATION TO THE PLANNING CONSENT FOR DEVELOPMENT APPLICATION 020/0037/10 TO DEMOLISH AN EXISTING BUILDING AND TO CONSTRUCT A 16 LEVEL RESIDENTIAL BUILDING WITH GROUND FLOOR RETAIL AND ASSOCIATED CAR PARKING - VARIATION IS TO RECONFIGURE APARTMENTS, VARY FLOOR TO CEILING HEIGHTS RESULTING IN AN OVERALL INCREASE IN BUILDING HEIGHT OF 2.4M, VARY FAÇADE TREATMENTS, ALTERATIONS TO THE CAR PARKING, BICYCLE PARKING AND TO RELOCATE THE RAMP

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	TWENTY SEVEN (27)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.



Simon Neldner
A/PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 12 August 2011
Date: 12 August 2011

[6] Sheets Attached

PREScribed INFORMATION

DEVELOPMENT APPLICATION - 020/0037/10 VARIATION 1

Conditions

1. That 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, including the amended plans as submitted in development application number 020/0037/10 variation 1 (Council reference DA/607/10/A)

Plans by Cheesman Architects, Job number 10172, Plans described as follows:

SD101, dated 28/4/11
SD102, dated 28/4/11
SD103, dated 21/4/11
SD104, dated 21/4/11
SD105, dated 21/4/11
SD106, dated 21/4/11
SD107, dated 21/4/11
SD108, dated 21/4/11
SD109, dated 21/4/11
SD110, dated 21/4/11
SD111, dated 21/4/11
SD112, dated 21/4/11
SD113, dated 21/4/11
SD114, dated 21/4/11
SD115A, dated 26/6/11
SD116A, dated 20/6/11

Planning Statement by Connor Holmes dated 21 June 2011

MFY report, dated 28 April 2011

Lucid report, dated 22 February 2011

Original correspondence received as part of Development Application 020/0037/10, except where varied by this application, as follows:

- Correspondence from Connor Holmes, dated as follows:
 - 8 September 2010
 - 5 October 2010 (x 2 letters)
 - 18 October 2010
 - 29 October 2010
 - Traffic Assessment by Murray Young & Associates, dated 7 September 2010
 - Acoustic report by VIPAC Engineers and Scientists, dated 10 August 2010
2. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.
 3. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
 4. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
 5. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.

PREScribed INFORMATION

6. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
7. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.
8. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
9. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
10. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
11. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of this consent shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
12. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
13. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
14. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.
15. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
16. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
17. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
18. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required) and basement level being Stage 1 and that the Ground and above levels being Stage 2.

PREScribed INFORMATION

19. That the applicant shall submit to the Development Assessment Commission a definitive statement from a suitably qualified environmental auditor advising that the land is suitable for its intended purpose. If required by the auditor, the applicant shall prepare a Phase 2 Site Assessment Report, prior to the granting of Building Rules Consent for the ground floor and above ground level stage (Stage 2).
20. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.
21. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.
22. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
 - b. 50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) in or adjacent to a Residential Zone, the North Adelaide Historic (Conservation) Zone or the Park Lands Zone when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
23. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
24. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for State 2 of the development.
25. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
26. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
27. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

PRESCRIBED INFORMATION

South Australia - Regulation 43 under the Development Act, 1993

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McMahon
Telephone: 8303 0734

Development Number
020/0037/10 Variation 2
Council Reference:
DA/607/2010/B

FOR DEVELOPMENT APPLICATION

DATED: 20 December 2011
REGISTERED ON: 20 December 2011

TO: China Australia Property Development Group Pty Ltd
C/- Catherine Orford
Connor Holmes
25 Vardon Ave
ADELAIDE SA 5000
EMAIL: corford@connorholmes.com.au

LOCATION OF PROPOSED DEVELOPMENT: 176-186 Morphett Street

Lot No	Street	Suburb	Hundred	CT Reference
452, FP 181294	Morphett Street	Adelaide	Adelaide	5381/126
453, FP 181295	Morphett Street	Adelaide	Adelaide	3721/125

NATURE OF PROPOSED DEVELOPMENT VARIATION 2 TO THE PLANNING CONSENT FOR DEVELOPMENT APPLICATION 020/0037/10 TO DEMOLISH AN EXISTING BUILDING AND TO CONSTRUCT A 16 LEVEL RESIDENTIAL BUILDING WITH GROUND FLOOR RETAIL AND ASSOCIATED CAR PARKING - VARIATION IS AMEND CONDITION 19 (SITE ASSESSMENT REPORT)

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	TWENTY SEVEN (27)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.



Mark Adcock
PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 1 March 2011
Date: 1 March 2011

[6] Sheets Attached

PREScribed INFORMATION

DEVELOPMENT APPLICATION - 020/0037/10 VARIATION 2

Conditions

1. That 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, in development applications number 020/0037/10 and 020/0037/10 Variation 1 (amended plans) and 020/0037/10 Variation 2, as listed below:

Details received in Development Application 020/0037/10 Variation 2

- Letter by Connor Holmes, dated 20 December 2011
- Report by TMK, dated 28 September 2011
- Stage 1 Environmental Site History (report No. 119079R1 Issue), dated 19 September 2011
- Report by Coffey (E18517/1-AB), dated 23 October 2003

Details received in Development Application 020/0037/10 Variation 1, except where varied by this application:

Plans by Cheesman Architects, Job number 10172, Plans described as follows:

SD101, dated 28/4/11
SD102, dated 28/4/11
SD103, dated 21/4/11
SD104, dated 21/4/11
SD105, dated 21/4/11
SD106, dated 21/4/11
SD107, dated 21/4/11
SD108, dated 21/4/11
SD109, dated 21/4/11
SD110, dated 21/4/11
SD111, dated 21/4/11
SD112, dated 21/4/11
SD113, dated 21/4/11
SD114, dated 21/4/11
SD115A, dated 26/6/11
SD116A, dated 20/6/11

- Planning Statement by Connor Holmes dated 21 June 2011
- MFY report, dated 28 April 2011
- Lucid report, dated 22 February 2011

Details received in Development Application 020/0037/10, except where varied by this application:

- Correspondence from Connor Holmes, dated as follows:
 - 8 September 2010
 - 5 October 2010 (x 2 letters)
 - 18 October 2010
 - 29 October 2010
- Traffic Assessment by Murray Young & Associates, dated 7 September 2010
- Acoustic report by VIPAC Engineers and Scientists, dated 10 August 2010

2. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.

PREScribed INFORMATION

3. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
4. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
5. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.
6. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
7. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.
8. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
9. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
10. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
11. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of this consent shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
12. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
13. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
14. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.

PREScribed INFORMATION

15. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
16. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
17. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
18. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required) and basement level being Stage 1 and that the Ground and above levels being Stage 2.
19. That the applicant shall submit to the Development Assessment Commission final environmental reports and a definitive statement from a suitably qualified environmental expert advising that the land is suitable for its intended purpose, prior to the granting of Building Rules Consent for the ground floor and above ground level stage (Stage 2).
20. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.
21. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.
22. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
 - b. 50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) in or adjacent to a Residential Zone, the North Adelaide Historic (Conservation) Zone or the Park Lands Zone when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
23. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
24. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for State 2 of the development.

PREScribed INFORMATION

25. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
26. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
27. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. The proposal will penetrate the Adelaide Airport Obstacle Limitation surface (OLS) and will need to be approved in accordance with the Airports Act 1996 and the Airports (Protection of Airspace) Regulations 1996. The application will be forwarded to the Civil Aviation Authority (CASA) and the Department of Infrastructure, Regional Development and Local Government for their assessment.
- b. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.
- c. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- d. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- e. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site: <http://www.epa.sa.gov.au/pub.html>
- f. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- g. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- h. It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- i. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No building work or change of classification is permitted until the Development Approval has been obtained.
- j. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
 - An annual fee may be charged in line with the Encroachment Policy.

PREScribed INFORMATION

- Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- k. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.
- l. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
- Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure
- m. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- n. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- o. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.
- The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.
- p. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation

PREScribed INFORMATION

South Australia - Regulation 43 under the Development Act, 1993

DECISION NOTIFICATION FORM

Contact Officer: Simon Neldner
Telephone: 8303 0662
KNET Reference: 7995104

Development Number
020/0037/10 Variation 3
Council Reference:
DA/607/2010/C

FOR DEVELOPMENT APPLICATION

DATED: 2 September 2013

REGISTERED ON: 17 September 2013

TO: China Australia Property Development Group Pty Ltd
c/- Connor Holmes
25 Vardon Avenue
ADELAIDE SA 5000
EMAIL: Brian.F Emmett@fyfe.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	CT Reference
A452, FP181294	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/83
A453, FP181295	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/29

NATURE OF PROPOSED DEVELOPMENT

Variation to previous approval DA 020/0037/10 (including changes made in variation 1 & 2) - deletion of basement level (and associated carparking), reconfiguration of ground level parking and layout.

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	Twenty-eight (28)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.



Mark Adcock
PRINCIPAL PLANNER
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

Date of Decision: 3 October 2013

Pages (6)

PRESCRIBED INFORMATION

DEVELOPMENT APPLICATION - 020/0037/10 V3

PLANNING CONDITIONS:

1. That 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 as approved in Development Applications number 020/0037/10 Variation 3, as listed below:

Cheesman Architects – Amended Plans

Ground Floor only – Drawing 10172-SD123 dated 16 August 2013

Basement – marked 'Deleted' – Drawing 10172-SD100 dated 27 April 2011

Correspondence

Letter from Connor Holmes to DPTI dated 2 September 2013

Email from Connor Holmes to DPTI dated 2 October 2013

Cheesman Architects – Current Plans (no change)

These drawing references have been provided for the benefit of the applicant and planning authority and remain current with this consent (previously approved under V1).

SD102, dated 28/4/11

SD103, dated 21/4/11

SD104, dated 21/4/11

SD105, dated 21/4/11

SD106, dated 21/4/11

SD107, dated 21/4/11

SD108, dated 21/4/11

SD109, dated 21/4/11

SD110, dated 21/4/11

SD111, dated 21/4/11

SD112, dated 21/4/11

SD113, dated 21/4/11

SD114, dated 21/4/11

SD115A, dated 26/6/11

SD116A, dated 20/6/11

2. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 020/0037/10, DA 020/0037/10 V1 and DA 020/0037/10 V2) remain valid.
3. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.
4. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
5. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
6. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.
7. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
8. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.

PREScribed INFORMATION

9. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
10. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
11. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
12. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of the consent under DA 020/0037/10 shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
13. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
14. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
15. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.
16. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
17. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
18. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
19. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required), footings, substructure, ground level and infrastructure being Stage 1 and above levels being Stage 2.
20. That the applicant shall submit to the Development Assessment Commission final environmental reports and a definitive statement from a suitably qualified environmental expert advising that the land is suitable for its intended purpose, prior to the granting of Building Rules Consent for the ground floor and above ground level stage (Stage 2).
21. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.
22. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.

PREScribed INFORMATION

23. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
24. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
25. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for Stage 2 of the development.
26. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
27. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
28. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. The proposal will penetrate the Adelaide Airport Obstacle Limitation surface (OLS) and will need to be approved in accordance with the *Airports Act 1996* and the *Airports (Protection of Airspace) Regulations 1996*. The application will be forwarded to the Civil Aviation Authority (CASA) and the Department of Infrastructure, Regional Development and Local Government for their assessment.
- b. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.
- c. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- d. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- e. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site: <http://www.epa.sa.gov.au/pub.html>
- f. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- g. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- h. It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- i. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No

PREScribed INFORMATION

building work or change of classification is permitted until the Development Approval has been obtained.

- j. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
- An annual fee may be charged in line with the Encroachment Policy.
 - Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- k. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.
- l. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
- Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure
- m. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- n. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- o. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.
- The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.
- p. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation may need to address this matter by the installation of a central median, or any other traffic control device.
- q. With respect to any proposed storm water discharge from the property to the adjacent private road/right of way, the applicant must ensure that there are no objections from the owners of any other properties with rights over the private road. The applicant must also be prepared to create an

PREScribed INFORMATION

easement within the proposed right of way for the purpose of storm water drainage, if required as a result of any proposed storm water discharge from any allotment to the proposed right of way.

- r. The applicant has indicated an outdoor dining area to Morphett Street. Whilst there is no objection in principle to the outdoor dining, it will require separate approval to the Corporation's Outdoor Dining Coordinator.
- s. Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.
- t. For further clarification or additional information, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
- u. The emission of noise from the premises is subject to control under the *Environment Protection Act and Regulations, 1993* and the applicant (or person with the benefit of this consent) should comply with those requirements.
- v. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- w. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- x. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- y. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on receiving this notice or such longer time as the Court may allow. If wishing to contact the Court, it is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Mark Adcock
PRINCIPAL PLANNER
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 3 October 2013

PREScribed INFORMATION



Application: DA/607/2010/3/D
Applicant: 88 CONSTRUCTION and CHINA AUSTRALIA PROPERTY DEVELOPMENT GROUP P/L
Location: VISION ON MORPHETT, 176-186 Morphett Street, ADELAIDE SA 5000
Description: Vary previous authorisation to demolish existing buildings and construct 16 level residential apartment building with ground floor retail and car parking at basement, ground and 1st level - 179 apartments - VARIATION - 2 additional levels of above ground car parking, provision of commercial floor level fronting Morphett Street which sleeves the above ground car parking levels, increase of 11 apartments, increase building height by 4.75 m and design changes to facades - STAGE 3 - SUPERSTRUCTURE

CONDITIONS OF DEVELOPMENT PLAN CONSENT

South Australia - Regulation 43 under the Development Act, 1993

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McFishon
 Telephone: 8303 0734
 KNET Reference: 2013/19087/01 (8216861)

Development Number
 020/0037/10 Variation 4
 Council Reference:
 DA/607/2010/D

FOR DEVELOPMENT APPLICATION

DATED: 17 September 2013
 REGISTERED ON: 17 September 2013

TO: China Australia Property Development Group Pty Ltd
 c/- Connor Holmes
 25 Vardon Avenue
 ADELAIDE SA 5000
 EMAIL: cvcenair@connorholmes.com.au and bill.courts@caodg.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	CT Reference
A452, FP181294	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/83
A453, FP181295	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/29

NATURE OF PROPOSED DEVELOPMENT

Variation to previous approval DA 020/0037/10 (including changes made in variation 1, 2 & 3) - Variation includes an increase in height, additional car parking levels, reconfiguration of apartments with an increase in apartment numbers, increase in bicycle parking and other changes

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	Thirty one (31)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.

The development must be substantially commenced within 12 months of the date of the original approval for DA 020/037/10, unless this period has been extended by the Development Assessment Commission. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the original approval unless this period is extended by the Commission.

Mark Adcock
 PRINCIPAL PLANNER
 as delegate of the
 DEVELOPMENT ASSESSMENT COMMISSION
 Date of Decision: 24 December 2013
 Pages attached (6)

PREScribed INFORMATION

DEVELOPMENT APPLICATION - 020/0037/10 V4

PLANNING CONDITIONS:

1. That 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 as approved in Development Applications number 020/0037/10 Variation 4, as listed below:

Cheesman Architects Drawing No 10172, dated 12/12/2013:

SD123
SD124
SD125
SD126
SD127
SD128
SD129
SD130
SD132

2. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 020/0037/10, DA 020/0037/10 V1, DA 020/0037/10 V2 and DA 020/0037/10 V3) remain valid.
3. The building must not exceed a maximum height of 101.45 metres AHD, inclusive of the building maintenance unit, all lift over-runs, vents, chimneys, aerials, antennas, lighting rigs, roof top garden plantings, construction cranes etc.
4. The building must be obstacle lit at night using medium intensity steady red obstacle lights in accordance with the Manual of Standards for Part 139 of the Civil Aviation Safety Regulations 1998 (Part 139 MOS) Section 9.4.
5. The proponent must arrange for a certified surveyor to notify Adelaide Airport Limited of the finished height (in metres AHD) and the coordinates of the building.
6. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.
7. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
8. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
9. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.
10. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
11. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.

PREScribed INFORMATION

12. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
13. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
14. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
15. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of the consent under DA 020/0037/10 shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
16. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
17. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
18. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.
19. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
20. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
21. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
22. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required) being Stage 1 and that the Ground and above levels being Stage 2.
23. That the applicant shall submit to the Development Assessment Commission final environmental reports and a definitive statement from a suitably qualified environmental expert advising that the land is suitable for its intended purpose, prior to the granting of Building Rules Consent for the ground floor and above ground level stage (Stage 2).
24. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste

PREScribed INFORMATION

recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.

25. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.
26. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
27. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
28. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for State 2 of the development.
29. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
30. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
31. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. Crane operations associated with construction shall be the subject of a separate application. Adelaide Airport Limited requires 28 days prior notice of any crane operations during the construction. Crane assessment may also have to be conducted by the Civil Aviation Safety Authority (CASA). If you require any additional information contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.
- b. Breaches of approval conditions by the Department of Infrastructure and Regional Development are subject to significant penalties under sections 185 and 187 of the Airports Act 1996.
- c. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant

PREScribed INFORMATION

requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.

- d. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- e. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- f. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site: <http://www.epa.sa.gov.au/pub.html>
- g. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- h. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- i. As the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- j. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No building work or change of classification is permitted until the Development Approval has been obtained.
- k. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
 - An annual fee may be charged in line with the Encroachment Policy.
 - Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- l. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.
- m. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
 - Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure

PREScribed INFORMATION

- n. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- o. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- p. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.
- The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.
- q. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation may need to address this matter by the installation of a central median, or any other traffic control device.
- r. With respect to any proposed storm water discharge from the property to the adjacent private road/right of way, the applicant must ensure that there are no objections from the owners of any other properties with rights over the private road. The applicant must also be prepared to create an easement within the proposed right of way for the purpose of storm water drainage, if required as a result of any proposed storm water discharge from any allotment to the proposed right of way.
- s. The applicant has indicated an outdoor dining area to Morphett Street. Whilst there is no objection in principle to the outdoor dining, it will require separate approval to the Corporation's Outdoor Dining Coordinator.
- t. Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.

PREScribed INFORMATION

- u. For further clarification or additional information, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
- v. The emission of noise from the premises is subject to control under the Environment Protection Act and Regulations, 1993 and the applicant (or person with the benefit of this consent) should comply with those requirements.
- w. The development must be substantially commenced within 12 months of the date of the original approval for DA 020/037/10, unless this period has been extended by the Development Assessment Commission.
- x. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the original approval for DA 020/037/10, unless this period is extended by the Commission.
- y. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- z. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on receiving this notice or such longer time as the Court may allow. If wishing to contact the Court, it is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Mark Adcock
PRINCIPAL PLANNER
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 24 December 2013

CONDITIONS OF BUILDING RULES CONSENT

Private Certifier Tecon Australia P/L imposes 1 conditions (Ref: 11/0285.3)

PRESCRIBED INFORMATION



Application:	DA/607/2010/3/D
Applicant:	88 CONSTRUCTION and CHINA AUSTRALIA PROPERTY DEVELOPMENT GROUP P/L
Location:	VISION ON MORPHETT, 176-186 Morphett Street, ADELAIDE SA 5000
Description:	Vary previous authorisation to demolish existing buildings and construct 16 level residential apartment building with ground floor retail and car parking at basement, ground and 1st level - 179 apartments - VARIATION - 2 additional levels of above ground car parking, provision of commercial floor level fronting Morphett Street which sleeves the above ground car parking levels, increase of 11 apartments, increase building height by 4.75 m and design changes to facades - STAGE 3 - SUPERSTRUCTURE

CONDITIONS OF ENCROACHMENT CONSENT

The encroachments over the public realm that are covered by this consent are listed as follows:

Type of Encroachment	Area (m ²)
Canopy - Ground (23.0m x 1.85m)	42.55m ²
Balcony - 1 st floor - 4 th floor (23.0m x 0.40m)	9.20m ²
Balcony - 5 th - 13 th floor (12.50m x 0.30m)	3.75m ²
<p>CONDITIONS:</p> <p>1. Lighting to the proposed verandah(s)/awning(s)/canopy (ies) shall be installed in accordance with Council's Under Verandah/Awning Lighting Guidelines and operated during the hours of darkness.</p> <p>Note: Associated maintenance and operating costs including electricity charges are the responsibility of the property owner</p>	

Note:

There may be additional conditions or annual licence fees applicable subject to assessment and issue of a separate street occupation permit by the Council's City Services Division.

If you need further advice on this matter, please contact City Services on 8203 7341 for assistance.

PRESCRIBED INFORMATION

DEVELOPMENT ACT 1993 DECISION NOTIFICATION FORM



Our Ref.: 11/0285.3
DA No.: 020/0037/10 Variation 3
27 May, 2014

BUILDING RULES CONSENT

88 Construction
Level 30, Westpac Building
91 King William Street
Adelaide, SA 5000

Location of proposed development: 176-186 Morphett Street, Adelaide

Nature of proposed development: Multistorey residential building - Amended design - Stage 3 Superstructure

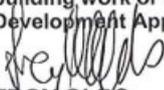
In respect of this development you are informed that building rules consent has been granted on 27 May, 2014 and is subject to 1 condition and 4 alternative solutions.

The building has been assigned the following classification(s) – 2, 5, 7a

The details granted building rules consent in respect of this development are listed below:-

- Architectural drawings numbered 10172_WD0001, 0401 to 0419, 0601 to 0604, 0701 to 0710, 0801 to 0804, 0806 to 0809, 0901 to 0902 (as amended) by Cheesman Architects
- Architectural Specification numbered 10172 by Cheesman Architects
- Structural design calculations numbered 14863 by PT Design
- Structural drawings numbered 14863-S00 to S46 (as amended) by PT Design
- Electrical Services drawings numbered LCE4667 – E100 to E124 by Lucid Consulting Engineers Pty Ltd
- Fire Services drawings numbered LCE4667 – F100 to F127 by Lucid Consulting Engineers Pty Ltd
- Hydraulic Services drawings numbered LCE4667 – H100 to H124, H129 by Lucid Consulting Engineers Pty Ltd
- Mechanical Services drawings numbered LCE4667 – M100 to M124 by Lucid Consulting Engineers Pty Ltd
- Services Specifications numbered 4667 F.SPC, H.SPC, E.SPC, M.SPC by Lucid Consulting Engineers Pty Ltd
- Correspondence dated 18 March 2014 by Cheesman Architects
- Correspondence dated 31/01/2014 by Ludic Consulting Engineers Pty Ltd
- Correspondence dated 25/03/14, 05/05/2014, 15/5/14 by PT Design
- Correspondence dated 22 May 2014 by Aurecon Australasia Pty Ltd

No work can commence on this site 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 of use of the land until you have also received notification of a Development Approval


TROY OLDS

Private Certifier (SA Reg. No.: 061)

Telephone: (08) 82281600

191 Wakefield Street, Adelaide SA 5000
Facsimile: (08) 8312 2006

Email: admin@teconaust.com.au

PREScribed INFORMATION

DEVELOPMENT ACT, 1993 SECTION 42 BUILDING RULES CONSENT

27 May, 2014

Our Ref.: 11/0285.3
DA No.: 020/0037/10 Variation 3
Project Name: Multistorey residential building - Amended design - Stage 3 Superstructure
Project Address: 176-186 Morphett Street, Adelaide
Applicant: Connor Holmes
Name of Owner: China Australia Property Development Group Pty Ltd

Proposed condition of building rules consent

1. Amalgamation of Titles

Prior to the issuing of a Certificate of Occupancy the applicant shall ensure that the existing titles on site are amalgamated (or altered) in such a way that there is compliance with the requirements of the Building Code of Australia relating to protection of buildings at a fire source feature.

Reason: To comply with Specification C1.1 of the Building Code of Australia

Notes for building rules consent

1. Alternative solutions for the following items have been accepted by this office:-
 - 1a) To delete the provision of a booster relay pump in the building with an effective height in excess of 50m.
 - 1b) To permit pressures at the lowest fire hydrant to exceed 1200 kPa up to a maximum of 1300 kPa.
 - 1c) To permit the fire hydrant booster assembly to be located within the Ground Floor façade which is not provided with the required FRL 90/90/90 barriers.
 - 2) To waive the requirement for a fire control room in the building with an effective height in excess of 50m.
 - 3) To permit the removal of internal fire hose reels on the apartment levels
 - 4a) To permit extended path of travel from a SOU on the third floor of up to 7.5m in lieu of 6m.
 - 4b) To permit extended paths of travel of up to 30m on the Level 2 office tenancy.
2. Pursuant to Regulation 74 Development Regulations 2008 the applicant or builder proposing to undertake the development is advised of their obligation to give the Council 1 days notice of the commencement and completion of the development and at the stages notified by council with the Development Approval. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB(8) of the Development Regulations 2008.
 3. This office has formed the opinion that the building is not unsafe, structurally unsound and that access for people with disabilities has been considered as required by Section 53A Development Act 1993.
 4. The owners should be made aware of the general requirements for maintenance of the footings and site management set out in appendix B of AS2870 Residential Slabs and Footings and the information available in the CSIRO pamphlet 10-91.

PRESCRIBED INFORMATION

BUILDING CODE OF AUSTRALIA CLAUSE A0.8 ALTERNATIVE SOLUTION ASSESSMENT



27 May, 2014

Our Ref.: 11/0285.3 DA No.: 020/0037/10 Variation 3
Project Name: Multistorey residential building - Amended design - Stage 3 Superstructure
Project Address: 176-186 Morphett Street, Adelaide
Applicant: Connor Holmes
Name of Owner: China Australia Property Development Group Pty Ltd

No.	BCA Provision	Deemed to Satisfy clause	Performance requirement
1	Fire Hydrant System	E1.3	EP1.3
2	Fire Control Room	E1.8	EP1.6
3	Fire Hose reels	E1.4	EP1.1
4	Exit Travel Distances	D1.4	DP4

Proposed alternative solution 1

- 1 To delete the provision of a booster relay pump in the building with an effective height in excess of 50m.
- 2 To permit pressures at the lowest fire hydrant to exceed 1200 kPa up to a maximum of 1300 kPa.
- 3 To permit the fire hydrant booster assembly to be located within the Ground Floor façade which is not provided with the required FRL 90/90/90 barriers.

The justification for the **alternative solution 1** is:-

- Assisted pressures at the highest fire hydrant (including 18th floor) can be achieved without the need for the SAMFS to boost in excess of 1400 kPa.
- Reticulating a single pressure zone throughout the building will simplify operations for attending fire fighters in lieu of providing dual pressure zones.

Proposed alternative solution 2

- a) To waive the requirement for a fire control room in the building with an effective height in excess of 50m.

The justification for the **alternative solution 2** is:-

- A fire control centre will be provided in lieu of a fire control room as all occupants egress directly to outside via a fire isolated corridor. The foyer will be dedicated for fire fighting operations.

Proposed alternative solution 3

- a) To permit the removal of internal fire hose reels on the apartment levels

The justification for the **alternative solution 3** is:-

- The use of a fire hose reel to extinguish a fire within a sole-occupancy unit will obstruct the closing of the apartment door compromising the bounding construction.
- Fire hose reels are not required within sole-occupancy units

Proposed alternative solution 4

- a) To permit extended path of travel from a SOU on the third floor of up to 7.5m in lieu of 6m.
- b) To permit extended paths of travel of up to 30m on the Level 2 office tenancy.

The justification for the **alternative solution 4** is:-

- The building will be provided with an automatic fire sprinkler system throughout the building will result in reduction in fire size and reduce fire spread.
- SAMFS monitored detection system will provide reliable early warning to building occupants in the event of a fire and improve SAMFS response time.
- The extended travel distance is marginally over the maximum requirement.

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement*,


TROY OLDS
Private Certifier (SA Reg. No.: 061)

PRESCRIBED INFORMATION



Application:	DA/607/2010/3/D
Applicant:	88 CONSTRUCTION and CHINA AUSTRALIA PROPERTY DEVELOPMENT GROUP P/L
Location:	VISION ON MORPHETT, 176-186 Morphett Street, ADELAIDE SA 5000
Description:	Vary previous authorisation to demolish existing buildings and construct 16 level residential apartment building with ground floor retail and car parking at basement, ground and 1st level - 179 apartments - VARIATION - 2 additional levels of above ground car parking, provision of commercial floor level fronting Morphett Street which sleeves the above ground car parking levels, increase of 11 apartments, increase building height by 4.75 m and design changes to facades - STAGE 3 - SUPERSTRUCTURE

CONDITIONS OF DEVELOPMENT PLAN CONSENT

AS PER SCAP DECISION PREVIOUSLY ISSUED 24 DECEMBER 2013

PRESCRIBED INFORMATION

CONDITIONS OF BUILDING RULES CONSENT

Private Certifier Tecon Australia P/L imposes 1 conditions (Ref: 11/0285.3)

And

Private Certifier Tecon Australia P/L imposes nil conditions (Ref: 11/0285.3A)

CONDITIONS OF ENCROACHMENT CONSENT

The encroachments over the public realm that are covered by this consent are listed as follows:

Type of Encroachment	Area (m ²)
Canopy - Ground (23.0m x 1.85m)	42.55m ²
Balcony - 1 st floor - 4 th floor (23.0m x 0.40m)	9.20m ²
Balcony - 5 th - 13 th floor (12.50m x 0.30m)	3.75m ²
CONDITIONS: 1. Lighting to the proposed verandah(s)/awning(s)/canopy (ies) shall be installed in accordance with Council's Under Verandah/Awning Lighting Guidelines and operated during the hours of darkness. Note: Associated maintenance and operating costs including electricity charges are the responsibility of the property owner	

Note:

There may be additional conditions or annual licence fees applicable subject to assessment and issue of a separate street occupation permit by the Council's City Services Division.

If you need further advice on this matter, please contact City Services on 8203 7341 for assistance.

PRESCRIBED INFORMATION

DEVELOPMENT ACT 1993
DECISION NOTIFICATION FORM
Section 47A



Our Ref.: 11/0285.3A
DA No.: 020/0037/10 Variation 3

16 September 2015

BUILDING RULES CONSENT

88 Construction
Level 30, Westpac Building
91 King William Street
Adelaide, SA 5000

Location of proposed development: 176-186 Morphett Street, Adelaide

Nature of proposed development: Multistorey residential building – additional alternative solution

In respect of this development you are informed that building rules consent has been granted on 17 September, 2015 and is subject to 5 alternative solutions.

The building has been assigned the following classifications: 2, 5, 7a

The details granted building rules consent in respect of this development are listed below:-

- Fire Services drawings numbered LCE4667 – F105C by Lucid Consulting Engineers
- FireWind 3.6 Modelling by Lucid Consulting Engineers
- Correspondence dated 2 September 2015 by Lucid Consulting Engineers Pty Ltd

No work can commence on this site 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 of use of the land until you have also received notification of a Development Approval

TROY OLDS
Private Certifier (SA Reg. No.: 061)

PRESCRIBED INFORMATION

DEVELOPMENT ACT, 1993 SECTION 42 BUILDING RULES CONSENT

16 September 2015

Our Ref.: 11/0285.3A
DA No.: 020/0037/10 Variation 3
Project Name: Multistorey residential building - Amended design - Stage 3 Superstructure
Project Address: 176-186 Morphett Street, Adelaide
Applicant: Connor Holmes
Name of Owner: China Australia Property Development Group Pty Ltd

Notes for building rules consent

1. Alternative solutions for the following items have been accepted by this office:-
 - 1a) To delete the provision of a booster relay pump in the building with an effective height in excess of 50m.
 - 1b) To permit pressures at the lowest fire hydrant to exceed 1200 kPa up to a maximum of 1300 kPa.
 - 1c) To permit the fire hydrant booster assembly to be located within the Ground Floor façade which is not provided with the required FRL 90/90/90 barriers.
 - 2) To waive the requirement for a fire control room in the building with an effective height in excess of 50m.
 - 3) To permit the removal of internal fire hose reels on the apartment levels
 - 4a) To permit extended path of travel from a SOU on the third floor of up to 7.5m in lieu of 6m.
 - 4b) To permit extended paths of travel of up to 30m on the Level 2 office tenancy.
 - 5) To permit windows within 3m of a fire source feature exist without existing wall wetting sprinkler protection

Tecon Australia
Building Surveyors



.....
TROY OLDS

16 September 2015

PRESCRIBED INFORMATION

BUILDING CODE OF AUSTRALIA CLAUSE A0.8 ALTERNATIVE SOLUTION ASSESSMENT



17 September, 2015

Our Ref.: 11/0285.3A DA No.: 020/0037/10 Variation 3

Project Name: Multistorey residential building

Project Address: 176-186 Morphett Street, Adelaide

Applicant: Connor Holmes

Name of Owner: China Australia Property Development Group Pty Ltd

No.	BCA Provision	Deemed to Satisfy clause	Performance requirement
5	Protection of openings in external walls	C3.2	CP2

Proposed alternative solution 5

To permit opening within 3m of the fire source feature or 6m from the far boundary of a road without external protection as they meet the verification method CV1.

The justification for the **alternative solution 5** is:-

- Fire wind 3.6 analysis has been undertaken to determine the radiant heat at the window and determined that the critical radiant heat values are lower than the required level in verification method CV1.

Supporting Documentation

Report by Lucid Consulting dated 2 September 2015

Assessment method

- Verification Method CV1

A handwritten signature in black ink, appearing to read 'Troy Olds', written over a faint background.

TROY OLDS

Private Certifier (SA Reg. No.: 061)

PREScribed INFORMATION

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Yasmine Alliu
Telephone: 08 71097076
KNET Reference: 2015/03751/01

Development Number:
020/C036/14
Council Reference:
LD/2/2015

FOR DEVELOPMENT APPLICATION

DATED: 29 December 2015
REGISTERED ON: 29 December 2015

TO: Fyfe Pty Ltd
Attn: Mr Stephen Rhodes
GPO Box 2450
ADELAIDE 5001
EMAIL: edala@fyfe.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section	Street	Suburb	Hundred	Title Reference
452	FP 181294	Morphett Street	Adelaide	Adelaide	5381/83
453					5381/29

NATURE OF PROPOSED DEVELOPMENT: Community title - creating 2 community title allotments

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Land Division	GRANTED	2		
Land Division Requirements	GRANTED	2		
DEVELOPMENT APPROVAL	GRANTED	4		

Any conditions imposed are set out on the attached sheet.



Mark Adcock
PRINCIPAL PLANNER - DAC
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 22 July 2015
[1] Sheets Attached

PRESCRIBED INFORMATION

DEVELOPMENT APPLICATION – 020/C036/14

PLANNING CONDITIONS

1. That 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 Development Application No 020/C036/14
 - Fyfe Pty Ltd Reference: 21242-1-6 SU2-R1 Sheets 1-21 VO 1
2. Section 51 clearance should not be issued until such time as when the building has been constructed and Council can ascertain whether the Development meets the requirements of the Building Code in respect of Essential Safety Provisions.

LAND DIVISION REQUIREMENTS:

3. Payment of \$12976.00 into the Planning and Development Fund (2 allotment/s @ \$6488 /allotment).
Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Level 5, 136 North Terrace, Adelaide.
4. 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.

ADVISORY NOTES

- a. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- b. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- c. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.
- d. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which this notice is received or such longer time as the Court may allow.
- e. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).
- f. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant



Mark Adcock
PRINCIPAL PLANNER - DAC
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

PRESCRIBED INFORMATION

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Yasmine Alliu
Telephone: 08 71097076
KNET Reference: 2015/03753/01

Development Number:
020/C037/14

FOR DEVELOPMENT APPLICATION

DATED: 29 Dec 2014

REGISTERED ON: 29 Dec 2014

TO: Fyfe Pty Ltd
Attn: Mr Stephen Rhodes
GPO Box 2450
ADELAIDE 5001
EMAIL: edala@fyfe.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section	Street	Suburb	Hundred	Title Reference
452	FP 181294	Morphett Street	Adelaide	Adelaide	5381/83
453					5381/29

NATURE OF PROPOSED DEVELOPMENT: Community title - creating 186 community title allotments

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Land Division	GRANTED	1		
Land Division Requirements	GRANTED	2		
DEVELOPMENT APPROVAL	GRANTED	3		

Any conditions imposed are set out on the attached sheet.

Details of the building classification and the approved number of occupants under the Building Code are attached.



Mark Adcock
PRINCIPAL PLANNER - DAC
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

Date of Decision: 22 July 2015

[1] Sheets Attached

PREScribed INFORMATION

DEVELOPMENT APPLICATION - 020/C037/14

Planning Conditions

1. That 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 Development Application No 020/C037/14
 - Fyfe Pty Ltd Reference: 21242-1-6 SU3-R7 Sheets 1-21 VO 1 date 13/11/2014 REV 7

LAND DIVISION REQUIREMENTS:

2. Payment of \$1200280.00 into the Planning and Development Fund (185 allotment/s @ \$6488 /allotment).
Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Level 5, 136 North Terrace, Adelaide.
3. 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.

ADVISORY NOTES

- a. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- b. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- c. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.
- d. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which this notice is received or such longer time as the Court may allow.
- e. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).
- f. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.



Mark Adcock
PRINCIPAL PLANNER - DAC
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

PRESCRIBED INFORMATION

Attachment - Change of Use

P9324 - Convert existing building from warehouse with parking into vehicle servicing establishment with parking.

2729300 - Carpark building alterations-change of use from warehouse, ramp.

DA/607/2010 - Demolish existing buildings and construct 16 level residential apartment building with ground floor retail and car parking at basement, ground and 1st level - 179 apartments.

DA/224/2017 - Change of use from office to wine bar and art studio/gallery.

DA/843/2017- Change of use of ground floor to bar/restaurant.

ADVICE ONLY

The above application(s) confirm Council holds information that indicates that changes in the use of the land have taken place on the site.

PRESCRIBED INFORMATION

Data Extract for Section 7 search purposes

Valuation ID 0201231307

Data Extract Date: 27/11/2025

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: C40460 FL1011

Certificate Title: CT6173/723

Property Address: APT 1011 FL 180 MORPHETT ST ADELAIDE SA 5000

Zones

Capital City (CC)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 80 metres AHD)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

Building Near Airfields

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

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

PRESCRIBED INFORMATION

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

<https://code.plan.sa.gov.au/>

PRESCRIBED INFORMATION

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



Better communities.
The Whittles way.

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

26/11/25

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

DUNCAN SANDE & ASSOCIATES
PO BOX 3033
NORWOOD, SA, 5067

Dear Sir/Madam

RE: Community Corporation 40460 Inc.
176-186 MORPHETT STREET, ADELAIDE
ABN: 62236943717
Lot: 01011
OWNER: Mr W G & Mrs S V Banks

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 54 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$743.00 per quarter paid to 14/02/26. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$45.00 per quarter paid to 14/02/26. 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 26/11/2025. NEXT CONTRIBUTION IS DUE 15/02/26
(NOTE: An interest rate of 15 % per annum calculated daily applies)

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:

** Water consumption paid by Lot owner.

** Cladding is Alucobond: MGA Insurance Brokers have confirmed that there are no issues with Alucobond Cladding.

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	\$12,039.28CR
Sinking Fund	\$108,825.13CR (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



Shane Bjordal
Body Corporate Manager
shane.bjordal@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 26/11/2025

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

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

SETTLEMENT DATE: ___/___/___

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

Purchaser 1:

First Name

Surname

Purchaser 2:

First Name

Surname

BUSINESS NAME (If Applicable)

TELEPHONE NUMBERS :

MOBILE : _____

HOME: _____

WORK: _____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :

CORRESPONDENCE TO BE FORWARDED TO :

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

BROKER:

Duncan Sande & Associates
PO BOX 3033, NORWOOD

Community Corporation 40460 Inc.
176-186 MORPHETT STREET, ADELAIDE

Lot: 01011

OWNER: Mr W G & Mrs S V Banks

Shane Bjordal

TAX INVOICE

26/11/2025

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

Duncan Sande & Associates
PO BOX 3033
NORWOOD SA 5067

DESCRIPTION: Searching and completing document for provisions of
Section 139 of the Community Titles Act, 1996, Lot : 01011 at
176-186 MORPHETT STREET, ADELAIDE

Community Corporation 40460 Inc.

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

OWNER: Mr W G & Mrs S V Banks

With Compliments

Admin Fund Statement of Income & Expenditure

COMMUNITY CORP.40460 INC

176-186 Morphett Street ADELAIDE SA 5000

1 May 2024 to 30 April 2025

Printed 15/08/25 13:36

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	473,262.01	443,000.00	30,262.01	422,844.36
Interest-Contributions arrears	215.75	0.00	215.75	558.85
Special levy-Working capital reinstatement	49,606.90	50,000.00	(393.10)	0.00
TOTAL FUND INCOME	523,084.66	493,000.00	30,084.66	423,403.21
FUND EXPENDITURE				
Air conditioning	7,610.95	7,000.00	(610.95)	6,582.00
Cleaning	87,600.00	85,000.00	(2,600.00)	80,215.00
Common property	7,224.94	8,000.00	775.06	5,163.91
Debt collection fees	2,120.00	0.00	(2,120.00)	2,150.00
Debt collection fees recovery	(1,577.04)	0.00	1,577.04	(2,936.52)
Electrical	4,740.52	4,000.00	(740.52)	2,776.47
Fire systems	8,138.00	0.00	(8,138.00)	0.00
Floor coverings	2,830.00	4,500.00	1,670.00	4,400.00
Insurance claims	0.00	0.00	0.00	1,778.00
Keys & Fobs	380.00	0.00	(380.00)	827.00
Legal fees	0.00	0.00	0.00	2,444.00
Lift	14,587.12	13,350.00	(1,237.12)	13,096.86
Management - Additional services fee	1,467.27	2,000.00	532.73	720.00
Management - Agreed Services	36,720.00	36,720.00	0.00	36,720.00
Management - Asset Maintenance Services	3,030.00	3,030.00	0.00	3,027.09
Management - Disbursement Fees	14,429.91	14,430.00	0.09	14,017.96
Owner expense	7,977.66	0.00	(7,977.66)	6,553.65
Owner recovery	(7,005.70)	0.00	7,005.70	(3,768.85)
Plumbing	1,088.00	0.00	(1,088.00)	(496.60)
Primary Plan contribution	228,249.08	184,545.44	(43,703.64)	160,253.63
Reports	0.00	0.00	0.00	4,850.00
Rubbish	35,049.53	44,000.00	8,950.47	37,643.10
Security	5,697.37	5,100.00	(597.37)	8,946.40
Security doors	0.00	0.00	0.00	40.00
Taxation	1,150.00	1,165.00	15.00	1,150.00
Utilities-Electricity	76,211.23	70,000.00	(6,211.23)	70,573.32
Utilities-Water	0.00	9,000.00	9,000.00	0.00
TOTAL FUND EXPENDITURE	537,718.84	491,840.44	(45,878.40)	456,726.42
FUND SURPLUS (DEFICIT)	(14,634.18)	1,159.56	(15,793.74)	(33,323.21)

Admin Fund Statement of Assets & Liabilities

COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
30 April 2025
Printed 15/08/25 13:36

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	31,189.56	64,512.77
Surplus/(Deficit) For Period	(14,634.18)	(33,323.21)
TOTAL FUNDS	16,555.38	31,189.56
ASSETS		
Cash at Bank (MBL)	96,338.85	55,394.48
Sundry Receivables	17,164.69	41,575.39
TOTAL ASSETS	113,503.54	96,969.87
LIABILITIES		
Creditors	0.00	848.00
GST control account	4,157.08	933.28
Accrued Expenses	92,644.08	63,911.03
Unallocated Advances	147.00	88.00
TOTAL LIABILITIES	96,948.16	65,780.31
NET ASSETS	16,555.38	31,189.56

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
1 May 2024 to 30 April 2025
Printed 15/08/25 13:36

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	31,495.69	30,000.00	1,495.69	29,994.85
TOTAL FUND INCOME	31,495.69	30,000.00	1,495.69	29,994.85
FUND EXPENDITURE				
Air conditioning	20,167.96	0.00	(20,167.96)	0.00
Common property	8,400.00	13,800.00	5,400.00	3,461.00
Electrical	3,930.00	0.00	(3,930.00)	0.00
Fire systems	7,077.00	0.00	(7,077.00)	0.00
Garage	40.00	10,300.00	10,260.00	0.00
Lift	0.00	0.00	0.00	6,618.55
Owner expense	2,440.00	0.00	(2,440.00)	0.00
Plumbing	0.00	0.00	0.00	22,688.00
Rubbish	4,974.55	5,500.00	525.45	0.00
Security gates	0.00	0.00	0.00	435.00
TOTAL FUND EXPENDITURE	47,029.51	29,600.00	(17,429.51)	33,202.55
FUND SURPLUS (DEFICIT)	(15,533.82)	400.00	(15,933.82)	(3,207.70)

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
30 April 2025
Printed 15/08/25 13:36

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	105,714.25	108,921.95
Surplus/(Deficit) For Period	(15,533.82)	(3,207.70)
TOTAL FUNDS	90,180.43	105,714.25
ASSETS		
Cash at Bank (MBL)	110,634.65	107,840.11
Sundry Receivables	3,648.59	568.59
TOTAL ASSETS	114,283.24	108,408.70
LIABILITIES		
Accrued Expenses	24,102.81	2,694.45
TOTAL LIABILITIES	24,102.81	2,694.45
NET ASSETS	90,180.43	105,714.25

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
30 April 2025
Printed 15/08/25 13:36

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	136,903.81	173,434.72
Surplus/(Deficit) For Period	(30,168.00)	(36,530.91)
TOTAL FUNDS	106,735.81	136,903.81
ASSETS		
Cash at Bank (MBL)	206,973.50	163,234.59
Sundry Receivables	20,813.28	42,143.98
TOTAL ASSETS	227,786.78	205,378.57
LIABILITIES		
Creditors	0.00	848.00
GST control account	4,157.08	933.28
Accrued Expenses	116,746.89	66,605.48
Unallocated Advances	147.00	88.00
TOTAL LIABILITIES	121,050.97	68,474.76
NET ASSETS	106,735.81	136,903.81

Notes to the Financial Statements
COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
30 April 2025
Printed 15/08/25 13:36

Investments

Nil

The following balances relate to amounts received or owing as at 30/04/2025

Receivables - Owner Arrears

Unit/Lot Details

	Admin				C/Fwd
	Contributions	Working capital reinstatement	Final notice fee	Owner recovery	
00209				1,146.93	1,146.93
00309					0.00
00507			44.00		44.00
00513	792.00	248.00	176.00		1,216.00
00904	564.00		44.00		608.00
01104	564.00	226.00	44.00		834.00
01202			44.00		44.00
Totals including GST (if applicable)	1,920.00	474.00	352.00	1,146.93	3,892.93

Receivables - Owner Arrears (continued)

Unit/Lot Details

	Sinking			
	B/Fwd	Contributions	Other	Total
00209	1,146.93		29.10	1,176.03
00309	0.00		18.90	18.90
00507	44.00			44.00
00513	1,216.00	74.00	47.60	1,337.60
00904	608.00	34.00	14.50	656.50
01104	834.00	34.00	22.80	890.80
01202	44.00			44.00
Totals including GST (if applicable)	3,892.93	142.00	132.90	4,167.83

Debtors

Debtor Details

	Admin		Total
	Recoverable repairs	Owner expense	
ZZZOOD 003772	605.00		605.00
ZZZOOD 005159		385.55	385.55
Totals	605.00	385.55	990.55

Notes to the Financial Statements
COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
30 April 2025
Printed 15/08/25 13:36

Allocated Advance Payments

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00102	481.00	29.00	510.00
00104	358.00	21.00	379.00
00105	811.00	49.00	860.00
00201	880.00	53.00	933.00
00202	536.00	32.00	568.00
00203	371.00	22.00	393.00
00205	908.00	54.00	962.00
00206	495.00	30.00	525.00
00208	371.00	22.00	393.00
00210	400.00		400.00
00213	646.00	39.00	685.00
00214	176.00		176.00
00216	605.00	36.00	641.00
00302	578.00	35.00	613.00
00304	371.00	22.00	393.00
00305	1,045.00	63.00	1,108.00
00312	591.00	35.00	626.00
00313	633.00	38.00	671.00
00411	770.00	46.00	816.00
00412	605.00	36.00	641.00
00413	633.00	38.00	671.00
00414	715.00	43.00	758.00
00415	633.00	38.00	671.00
00502	586.00		586.00
00505	619.00	37.00	656.00
00506	825.00	50.00	875.00
00508	729.00	44.00	773.00
00510	619.00	37.00	656.00
00511	605.00	36.00	641.00
00601	990.00	59.00	1,049.00
00604	536.00	32.00	568.00
00605	564.00	34.00	598.00
00606	536.00	32.00	568.00
00608	894.00	54.00	948.00
00609	853.00	51.00	904.00
00701	1,155.00	69.00	1,224.00
00702	880.00	53.00	933.00
00703	990.00	59.00	1,049.00
00704	550.00	33.00	583.00
00705	564.00	34.00	598.00
00707	564.00	34.00	598.00
00709	880.00	53.00	933.00
00710	619.00	37.00	656.00
00711	743.00	45.00	788.00
00713	660.00	40.00	700.00
00803	1,073.00	64.00	1,137.00
00804	564.00	34.00	598.00

Notes to the Financial Statements
COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
30 April 2025
Printed 15/08/25 13:36

Allocated Advance Payments (continued)

Unit/Lot Details	Admin	Sinking	Total
	Contributions	Contributions	
00806	633.00	38.00	671.00
00811	743.00	45.00	788.00
00812	646.00	39.00	685.00
00905	564.00	34.00	598.00
00906	564.00	34.00	598.00
00907	633.00	38.00	671.00
00909	839.00	50.00	889.00
01002	363.00		363.00
01003	1,086.00	65.00	1,151.00
01004	468.00	28.00	496.00
01006	633.00	38.00	671.00
01008	935.00	56.00	991.00
01011	743.00	45.00	788.00
01101	1,114.00	67.00	1,181.00
01102	921.00	55.00	976.00
01108	963.00	58.00	1,021.00
01109	908.00	54.00	962.00
01111	674.00	40.00	714.00
01112	660.00	40.00	700.00
01113	660.00	40.00	700.00
01205	578.00	35.00	613.00
01206	578.00	35.00	613.00
01207	578.00	35.00	613.00
01301	2,819.00	169.00	2,988.00
01303	646.00	39.00	685.00
01305	646.00	39.00	685.00
01406	990.00	59.00	1,049.00
01409	963.00	58.00	1,021.00
01502	646.00	39.00	685.00
01503	646.00	39.00	685.00
01506	374.00		374.00
01509	990.00	59.00	1,049.00
01510	990.00	59.00	1,049.00
Totals	57,404.00	3,331.00	60,735.00

Outstanding Creditors

Nil

Unallocated Advance Payments

Unit/Lot Details	Admin
00312	147.00-

Notes to the Financial Statements

COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
30 April 2025
Printed 15/08/25 13:36

Unallocated Advance Payments (continued)

Unit/Lot Details	<u>Admin</u>
Totals	147.00-

Summary of Significant Accounting Policies

COMMUNITY CORP.40460 INC
176-186 Morphett Street ADELAIDE SA 5000
1 May 2024 to 30 April 2025
Printed 15/08/25 13:36

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

23 December 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.40460 INC 176-186 Morphett Street, ADELAIDE, SA, 5000.

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

Shane Bjordal
Body Corporate Manager

**Minutes of the Reconvened Annual General Meeting
COMMUNITY CORP.40460 INC**

Meeting Date	Wednesday, 04 December 2024		
Meeting Location	Whittles Management Services, Adelaide & Dulwich Boardroom, 176 Fullarton Road, Dulwich, SA, 5065		
Time	10:30 AM	Closed: 11:55 AM	
Lots Represented	00105	K Feng	Proxy present - William Bai (Harcourts St Peters)
	00201	L Huang	Proxy present - William Bai (Harcourts St Peters)
	00208	M Angus	Owner present (pre-voted)
	00212	Mr P H James	Owner present
	00215	Mr Y Ding	Proxy present - William Bai (Harcourts St Peters)
	00306	Mr R Pan	Proxy present - William Bai (Harcourts St Peters)
	00307	E De Souza, M & D Elorza & D Barzaghi	Electronic vote
	00308	E De Souza, M & D Elorza & D Barzaghi	Electronic vote
	00310	G Xu	Proxy present - William Bai (Harcourts St Peters)
	00316	Mr A D McKenzie	Electronic vote
	00414	Mr C & Mrs A S McManus	Electronic vote
	00511	Mr C G Synnott & Ms M L Davidson	Electronic vote
	00512	Mr C G Synnott & Ms M L Davidson	Electronic vote
	00607	B L Per & H Su	Electronic vote
	00608	Lin Qi	Proxy present - William Bai (Harcourts St Peters)
	00610	D S Batuk	Electronic vote
	00612	Mr C J Pope & Mr P E Bayne	Electronic vote
	00710	T Joukoff	Owner present (pre-voted)
	00806	R Li & Z Deng	Electronic vote
	00908	Ms Y Yang	Electronic vote
	00912	Ms C Saw	Proxy present - William Bai (Harcourts St Peters)
	01001	A Salvaris	Owner present
	01005	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy present - William Bai (Harcourts St Peters)
	01009	L Yan	Proxy present - William Bai (Harcourts St Peters)
	01101	Mr N G P Raven & Ms K Chan	Electronic vote
	01110	R H Crowley	Owner present
	01204	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy present - William Bai (Harcourts St Peters)

	01208	R F Pan & Y M Song	Proxy present - William Bai (Harcourts St Peters)
	01301	N G P Raven & K Chan	Electronic vote
	01306	Ms A Wandell	Owner present
	01310	Mr K Feng & Ms L Huang	Proxy present - William Bai (Harcourts St Peters)
	01405	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy present - William Bai (Harcourts St Peters)
	01407	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy present - William Bai (Harcourts St Peters)
	01408	Dr A V Stankevicius	Electronic vote
	01410	Mr K Feng & Ms L Huang	Proxy present - William Bai (Harcourts St Peters)
	01502	Mr D Foley	Electronic vote
Chairperson	Mr P H James presided over the meeting. It was agreed that Shane Bjordal, Body Corporate Manager, would assist by conducting the meeting.		
Additional Attendees	Shane Bjordal representing Whittles Management Services Pty Ltd		
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 Corporation's Agreement for disclosure of all its relevant interests.

Motion 2

Acceptance of Minutes

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 11 JAN 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Passed by Simple Majority

Motion 3

Acceptance of Statement of Accounts

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5) (d) of the *Community Titles Act 1996* (amended), the audited Statement of Accounts for the financial year ending 30 APR 2024, which have been circulated to all members, is accepted.

Passed by Simple Majority

Motion 4				
Appointment of Manager		Ordinary Resolution		
<p>It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>:</p> <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 MAY 2024 to 30 APR 2025 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.				
Votes	Yes: 34	No: 0	Abs: 2	Inv: 0

Election of Office Bearers and Committee
<p>THAT in accordance with s76(1) & 90(1) of the <i>Community Titles Act 1996</i>, the meeting appoint Office Bearers and Committee Members.</p> <p><u>Limitations Imposed</u> 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
<p>M Angus has been elected unopposed as Presiding Officer.</p>

Election of Secretary
<p>Mr C J Pope has been elected unopposed as Secretary.</p>

Election of Treasurer
<p>Mr C J Pope has been elected unopposed as Treasurer.</p>

Election of Ordinary Member/s
<p>R H Crowley, C Lin, Mr P H James, D S Batuk have been elected to the committee.</p>

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 is 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 \$77,980,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles. A Financial Services Guide is available on request.</p> <p>Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.</p> <p>Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.</p> <p><u>Contents Insurance</u> The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, 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>				
Motion CARRIED.				
Votes	Yes: 34	No: 0	Abs: 2	Inv: 0

Item 10		
General Business		
<p>Any general business items to be discussed at the meeting.</p> <p>Air-conditioning units/filters All owners are reminded that the filter within their unit is an owner responsibility to maintain and clean. There have been several incidents of faults, and the cause of these faults have been blocked filters. To save on the expense it is advised to have these checked every 3 – 6 months.</p> <p>Feeding of Birds - Please ensure that residents do not feed any birds from balconies. They create a mess on lower apartment balconies and cause a nuisance.</p> <p>Air BnB - submitted by lot 610 Airbnb hosts can see the reviews of their guests and accept accordingly. Obviously, many units operate as Airbnb here and i am sure many of them are very careful. But some hire their place consistently to adult industry workers for days & weeks, allowing single guys flocking almost every hour to the reception and the floors. Their alcohol bottles and rubbish is dumped on the floor next to chute after their parties. As the guests are here for a financial benefit they seem to not care about this place.</p> <p>The meeting discussed the issue with short term letting, and the manager advised that the by-laws make no mention of any restrictions on the period a property can be leased for. The change of by-laws would require a special resolution (no more than 25% against) the proposed change.</p>		

Motion 11				
Installing Car Park Bollards on Private Lot Subsidiaries	Special Resolution			
That the Body Corporate approves the facilitation of car park bollard installations for private lot owners who wish to secure their individual car parking spaces. The installation costs will be borne solely by the owners who opt-in for this service, with no financial responsibility attributed to the Body Corporate or other lot owners.				
Motion DEFEATED.				
Votes	Yes: 12	No: 21	Abs: 3	Inv: 0

Motion 12				
Opt in to bollard installation	Ordinary Resolution			
<p>Owners who wish to install a bollard on their private lot are required select yes to opt in to this service , which will be facilitated by the strata manager. Once owners have responded , the manager will seek a discount from the supplier and installer when ordering the bollards. Each owner who opts in will be invoiced and funds deposited into a separate fund.</p> <p>All costs associated with the purchase, installation, and maintenance of bollards will be borne by the participating owners. No costs will be imposed on non-participating lot owners or on the Body Corporate.</p> <p>The bollards must comply with any relevant strata regulations, and installations should not impede access, safety, or general aesthetic standards of the parking area.</p> <p>Each owner who opts to install a bollard will assume responsibility for the maintenance and any future repairs or replacement of the bollard on their lot.</p>				
Motion withdrawn				
Votes	Yes: 7	No: 24	Abs: 5	Inv: 0

Motion 13				
Primary scheme description proposed change	Unanimous Resolution			
The amended clauses of the Scheme Description as attached to the meeting agenda and tabled at this meeting are accepted and are to be lodged against Community Plan No. 40472. The Presiding Officer of the primary corporation be appointed to execute all documentation relating to the lodgement of the Scheme Description amendment.				
Motion DEFEATED.				
Votes	Yes: 26	No: 7	Abs: 3	Inv: 0

Motion 14				
Line marking quote	Ordinary Resolution			
<p>That the owners accept the quote from Action Line Marking (SA) Pty Ltd (Quote No. 00041777) for line marking services at the property I as per the terms outlined in the quote dated 13/11/2024.and approves the necessary funds for the completion of the specified line marking services.</p> <ul style="list-style-type: none"> Total amount (including GST): \$10,231.76 Services include re-lining of carpark markings, numbering, lettering, and perimeter lines across multiple levels. <p>Members at the meeting agreed to levy the cost of this against only owners with car parks.The manager will confirm if the car park requires cleaning prior to any line marking and advise the committee.</p>				
Motion CARRIED.				
Votes	Yes: 31	No: 4	Abs: 1	Inv: 0

Motion 15				
Installation of Water Point and Hose Reel	Ordinary Resolution			
<p>That the owners approve the acceptance of Quote No. 6788 from Bevan Plumbers, dated 23/07/2024, for the installation of a water point and hose reel on the top floor in the fire stairs of 176-186 Morphett Street, Adelaide, at a total cost of \$5,428.00 (inclusive of GST).</p> <p>Details of Work Included in the Quote:</p> <ol style="list-style-type: none"> Completion of a Safe Work Method Statement before work begins. Isolation of the building's cold water supply. Welding of a pull-out junction into the existing 100mm copper cold pipe on the roof. Supply and installation of approximately 45m of 25mm copper tube, extending from the 100mm pipe over the roof to the roof access and down through the ladder area to the fire stairs. Installation of a hose reel on the designated wall and a 25mm double check valve for connection. Bracketing of all necessary pipework and testing the water supply post-installation. Disposal of related debris upon job completion. <p>Note: Plasterboard repairs are not included and will be quoted separately if required.</p>				
Motion CARRIED.				
Votes	Yes: 35	No: 0	Abs: 1	Inv: 0

Motion 16				
Letterbox Reinforcement Plates Installation	Ordinary Resolution			
<p>That the owners approve the acceptance of Quote No. 00014310 from Rapid Response dated 23/07/2024, totaling \$8,756.00 (including GST), for the supply and installation of 173 reinforcement plates to the inside of existing letterbox lids as outlined in the scope of works.</p>				
Motion CARRIED.				
Votes	Yes: 34	No: 1	Abs: 1	Inv: 0

Motion 17				
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 \$125,000.00 for the financial year ending 30 APR 2025.</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: 34	No: 1	Abs: 1	Inv: 0

Motion 18				
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 the same as the previous budget with quarterly contributions for the Corporation of \$7,500.00 for the financial year ending 30 APR 2025.</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: 35	No: 0	Abs: 1	Inv: 0

Motion 19				
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 Management Committee, 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 \$65,000.00.</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: 33	No: 2	Abs: 1	Inv: 0

Motion 20				
Audit of Annual Financial Statement	Ordinary Resolution			
<p>It was resolved that in accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i>, the Body Corporate is obligated to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$1,500.00.</p>				
Motion CARRIED.				
Votes	Yes: 36	No: 0	Abs: 0	Inv: 0

Motion 21				
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 Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
Motion CARRIED.				
Votes	Yes: 35	No: 1	Abs: 0	Inv: 0

Motion 22				
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.40460 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: 35	No: 0	Abs: 1	Inv: 0

Item 23		
Next Meeting & Closure		
To be advised at a later date.		

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

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

BUDGET

COMMUNITY CORP.40460 INC
176-186 MORPHETT STREET, ADELAIDE

Year ending April 2025

ADMINISTRATION FUND

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
INCOME					
11500 - Contributions	106,000.00	106,000.00	106,000.00	125,000.00	\$443,000.00
11500 - Arrears	3,907.99	0.00	0.00	0.00	\$3,907.99
11500 - Advances	-23,531.81	-0.00	-0.00	-0.00	-\$23,531.81
17570 - Special levy - Working capital reinstatement	0.00	0.00	50,000.00	0.00	\$50,000.00
Total	86,376.18	106,000.00	156,000.00	125,000.00	\$473,376.18
EXPENDITURE					
22500 - Air conditioning	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
28500 - Cleaning	21,250.00	21,250.00	21,250.00	21,250.00	\$85,000.00
29000 - Common property	2,000.00	2,000.00	2,000.00	2,000.00	\$8,000.00
35500 - Electrical	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
38501 - Floor coverings - Carpet cleaning	1,125.00	1,125.00	1,125.00	1,125.00	\$4,500.00
48000 - Keys & Fobs	0.00	0.00	0.00	0.00	\$0.00
51000 - Lift	3,125.00	3,125.00	3,125.00	3,125.00	\$12,500.00
51007 - Lift - Telephone	212.50	212.50	212.50	212.50	\$850.00
21000 - Management - Additional services fee	500.00	500.00	500.00	500.00	\$2,000.00
22300 - Management - Agreed Services	9,180.00	9,180.00	9,180.00	9,180.00	\$36,720.00
52600 - Management - Asset Maintenance Services	757.50	757.50	757.50	757.50	\$3,030.00
29200 - Management - Disbursement Fees	2,867.50	2,867.50	2,867.50	2,867.50	\$11,470.00
61500 - Primary Plan contribution	46,136.36	46,136.36	46,136.36	46,136.36	\$184,545.44
74010 - Public Officer Fee	41.25	41.25	41.25	41.25	\$165.00
67500 - Rubbish	10,000.00	10,000.00	10,000.00	10,000.00	\$40,000.00
67509 - Rubbish - Management Systems - Repairs	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
69500 - Security	1,125.00	1,125.00	1,125.00	1,125.00	\$4,500.00
69511 - Security - Intercom	150.00	150.00	150.00	150.00	\$600.00
68500 - Security doors	0.00	0.00	0.00	0.00	\$0.00
74003 - Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
29201 - Technology and System Fees	740.00	740.00	740.00	740.00	\$2,960.00
77001 - Utilities - Electricity	17,500.00	17,500.00	17,500.00	17,500.00	\$70,000.00
77004 - Utilities - Water	2,250.00	2,250.00	2,250.00	2,250.00	\$9,000.00
Total	122,960.11	122,960.11	122,960.11	122,960.11	\$491,840.44

SINKING FUND

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
INCOME					
11500 - Contributions	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
11500 - Arrears	233.63	0.00	0.00	0.00	\$233.63
11500 - Advances	-1,659.09	-0.00	-0.00	-0.00	-\$1,659.09
Total	6,074.54	7,500.00	7,500.00	7,500.00	\$28,574.54
EXPENDITURE					
29000 - Common property	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
29009 - Common property - Letter boxes	0.00	0.00	0.00	8,800.00	\$8,800.00
41004 - Garage - Linemarking	0.00	0.00	0.00	10,300.00	\$10,300.00
67511 - Rubbish - Chute cleaning	0.00	0.00	0.00	5,500.00	\$5,500.00
Total	1,250.00	1,250.00	1,250.00	25,850.00	\$29,600.00

CASH FLOW SUMMARY

	May-Jul 24	Aug-Oct 24	Nov-Jan 25	Feb-Apr 25	Annual Total
ADMINISTRATION FUND					
Opening Balance	31,189.56	-5,394.37	-22,354.48	10,685.41	\$31,189.56
Add: Contributions	106,000.00	106,000.00	106,000.00	125,000.00	\$443,000.00
Add: Special levy - Working capital reinstatement	0.00	0.00	50,000.00	0.00	\$50,000.00
Add: Arrears	3,907.99	0.00	0.00	0.00	\$3,907.99
Minus: Advances	23,531.81	0.00	0.00	0.00	\$23,531.81
Minus: Expenditures	122,960.11	122,960.11	122,960.11	122,960.11	\$491,840.44
CLOSING BALANCE	-5,394.37	-22,354.48	10,685.41	12,725.30	\$12,725.30
SINKING FUND					
Opening Balance	105,714.25	110,538.79	116,788.79	123,038.79	\$105,714.25
Add: Contributions	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
Add: Arrears	233.63	0.00	0.00	0.00	\$233.63
Minus: Advances	1,659.09	0.00	0.00	0.00	\$1,659.09
Minus: Expenditures	1,250.00	1,250.00	1,250.00	25,850.00	\$29,600.00
CLOSING BALANCE	110,538.79	116,788.79	123,038.79	104,688.79	\$104,688.79

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 185

Lot Number	— Effective from 15/02/24 —		— Effective from 15/02/24 —	
	LEV ADMIN Fund	ADMIN Fund (incl. GST)	LEV SINKING Fund	SINKING Fund (incl. GST)
103, 104	26	325.00	\$358	26 19.50 \$21
203, 204, 207, 208, 209, 303, 304, 306	27	337.50	\$371	27 20.25 \$22

307, 308, 314, 315, 403, 404, 408	28	350.00	\$385	28	21.00	\$23
406, 407, 409	29	362.50	\$399	29	21.75	\$24
214, 215	32	400.00	\$440	32	24.00	\$26
309, 1004	34	425.00	\$468	34	25.50	\$28
102	35	437.50	\$481	35	26.25	\$29
206	36	450.00	\$495	36	27.00	\$30
202, 604, 606	39	487.50	\$536	39	29.25	\$32
316, 704, 805	40	500.00	\$550	40	30.00	\$33
605, 607, 705, 707, 804, 904, 905, 906, 1005, 1007, 1104, 1105	41	512.50	\$564	41	30.75	\$34
302, 1106, 1107, 1204, 1205, 1206, 1207, 1302, 1402, 1404, 1405	42	525.00	\$578	42	31.50	\$35
212, 312	43	537.50	\$591	43	32.25	\$35
216, 412, 511, 512	44	550.00	\$605	44	33.00	\$36
501, 505, 510, 513, 706, 710, 807, 810, 910, 1010	45	562.49	\$619	45	33.75	\$37
313, 413, 415, 806, 907, 1006, 1210, 1504, 1505	46	575.00	\$633	46	34.50	\$38
213, 712, 812, 1303, 1304, 1305, 1403, 1502, 1503	47	587.50	\$646	47	35.25	\$39
713, 911, 912, 913, 1012, 1013, 1112, 1113, 1212	48	600.00	\$660	48	36.00	\$40
1111, 1211	49	612.49	\$674	49	36.75	\$40
1110	51	637.50	\$701	51	38.25	\$42
210, 311, 414	52	650.00	\$715	52	39.00	\$43
508, 813	53	662.50	\$729	53	39.75	\$44
211, 410, 502, 711, 811, 1011, 1213	54	675.00	\$743	54	40.50	\$45
411	56	700.00	\$770	56	42.00	\$46
101, 503, 610	58	725.00	\$798	58	43.50	\$48
105, 310, 402, 507	59	737.50	\$811	59	44.25	\$49
506	60	750.00	\$825	60	45.00	\$50
909	61	762.50	\$839	61	45.75	\$50
509, 609	62	775.00	\$853	62	46.50	\$51
301	63	787.50	\$866	63	47.25	\$52
201, 602, 611, 702, 709, 802, 809	64	800.00	\$880	64	48.00	\$53
608, 612, 708, 808	65	812.50	\$894	65	48.75	\$54
205, 401, 504, 902, 1002, 1009, 1109, 1208	66	825.00	\$908	66	49.50	\$54
1102, 1202, 1209, 1306, 1307, 1407	67	837.50	\$921	67	50.25	\$55
1008, 1308, 1408, 1506, 1507	68	850.00	\$935	68	51.00	\$56
908	69	862.50	\$949	69	51.75	\$57
1108, 1309, 1310, 1409, 1410	70	875.00	\$963	70	52.50	\$58
601, 703, 1406, 1509, 1510	72	900.00	\$990	72	54.00	\$59
1508	74	925.00	\$1,018	74	55.50	\$61
305, 603, 1203	76	950.00	\$1,045	76	57.00	\$63
405	77	962.50	\$1,059	77	57.75	\$64
803	78	975.00	\$1,073	78	58.50	\$64
801, 903, 1003	79	987.50	\$1,086	79	59.25	\$65
901, 1001, 1101, 1103, 1201	81	1,012.50	\$1,114	81	60.75	\$67
701	84	1,050.00	\$1,155	84	63.00	\$69
1401	180	2,249.99	\$2,475	180	135.00	\$149
1501	186	2,325.00	\$2,558	186	139.50	\$153
1301	205	2,562.50	\$2,819	205	153.75	\$169
QUARTERLY TOTAL		<i>\$124,999.87</i>	<u>\$137,527.00</u>		<i>\$7,500.00</i>	<u>\$8,256.00</u>

CALCULATION OF LEVIES

Total Lot Entitlement 10000
 Number of Lots 185
Due date 15/12/24

SPECIAL LEVY - WORKING CAPITAL REINSTATEMENT - A17570

Lot Number	UEV	Contribution	Contribution (incl. GST)
103, 104	26	\$130.00	\$143
203, 204, 207, 208, 209, 303, 304, 306	27	\$135.00	\$149
307, 308, 314, 315, 403, 404, 408	28	\$140.00	\$154
406, 407, 409	29	\$145.00	\$160
214, 215	32	\$160.00	\$176
309, 1004	34	\$170.00	\$187
102	35	\$175.00	\$193
206	36	\$180.00	\$198
202, 604, 606	39	\$195.00	\$215
316, 704, 805	40	\$200.00	\$220
605, 607, 705, 707, 804, 904, 905, 906, 1005, 1007, 1104, 1105	41	\$205.00	\$226
302, 1106, 1107, 1204, 1205, 1206, 1207, 1302, 1402, 1404, 1405	42	\$210.00	\$231
212, 312	43	\$215.00	\$237
216, 412, 511, 512	44	\$220.00	\$242
501, 505, 510, 513, 706, 710, 807, 810, 910, 1010	45	\$225.00	\$248
313, 413, 415, 806, 907, 1006, 1210, 1504, 1505	46	\$230.00	\$253
213, 712, 812, 1303, 1304, 1305, 1403, 1502, 1503	47	\$235.00	\$259
713, 911, 912, 913, 1012, 1013, 1112, 1113, 1212	48	\$240.00	\$264
1111, 1211	49	\$245.00	\$270
1110	51	\$255.00	\$281
210, 311, 414	52	\$260.00	\$286
508, 813	53	\$265.00	\$292
211, 410, 502, 711, 811, 1011, 1213	54	\$270.00	\$297
411	56	\$280.00	\$308
101, 503, 610	58	\$290.00	\$319
105, 310, 402, 507	59	\$295.00	\$325
506	60	\$300.00	\$330
909	61	\$305.00	\$336
509, 609	62	\$310.00	\$341
301	63	\$315.00	\$347
201, 602, 611, 702, 709, 802, 809	64	\$320.00	\$352
608, 612, 708, 808	65	\$325.00	\$358

205, 401, 504, 902, 1002, 1009, 1109, 1208	66	\$330.00	\$363
1102, 1202, 1209, 1306, 1307, 1407	67	\$335.00	\$369
1008, 1308, 1408, 1506, 1507	68	\$340.00	\$374
908	69	\$345.00	\$380
1108, 1309, 1310, 1409, 1410	70	\$350.00	\$385
601, 703, 1406, 1509, 1510	72	\$360.00	\$396
1508	74	\$370.00	\$407
305, 603, 1203	76	\$380.00	\$418
405	77	\$385.00	\$424
803	78	\$390.00	\$429
801, 903, 1003	79	\$395.00	\$435
901, 1001, 1101, 1103, 1201	81	\$405.00	\$446
701	84	\$420.00	\$462
1401	180	\$900.00	\$990
1501	186	\$930.00	\$1,023
1301	205	\$1,025.00	\$1,128
ONCE-OFF		\$50,000.00	\$55,040.00



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.40460 INC 176-186 Morphett Street, ADELAIDE, SA, 5000.

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

Shane Bjordal
Body Corporate Manager

**Minutes of the Reconvened Annual General Meeting
COMMUNITY CORP.40460 INC.**

Meeting Date	11 January 2024		
Meeting Location	Whittles Management Services, Sarah Miller Boardroom, 176 Fullarton Road, Dulwich, SA, 5065 Or Eiter Via Video or via Teleconference		
Time	10:00 AM	Closed: 11:15 AM	
Lots Represented	00105	Mr W Bai	Proxy present
	00201	Mr W Bai	Proxy present
	00206	P S Diaosurin	Electronic vote
	00208	M Angus	Owner present
	00212	Mr P H James	Owner present
	00307	E De Souza, M & D Elorza & D Barzaghi	Electronic vote
	00308	E De Souza, M & D Elorza & D Barzaghi	Electronic vote
	00316	Mr A D McKenzie	Electronic vote
	00402	Mr W Bai	Proxy present
	00408	Ms J S Warner and/or Nominee	Owner present
	00409	Mr T H Rich and/or Nominee	Electronic vote
	00608	Mr W Bai	Proxy present
	00609	Mr W Bai	Proxy present
	00610	D S Batuk	Owner present
	00612	Mr C J Pope	Owner present (pre-voted)
	00703	Mr W Bai	Proxy present
	00705	Mr T F E Tam	Electronic vote
	00801	Mr W Bai	Proxy present
	00802	Mr W Bai (non- financial)	Proxy present
	00806	R Li & Z Deng	Electronic vote
	00908	Ms Y Yang	Electronic vote
	00912	Mr W Bai	Proxy present
	01005	Mr W Bai	Proxy present
	01008	Mr W Bai	Proxy present
	01101	Mr N G P Raven & Ms K Chan	Electronic vote
	01103	Mr W Bai	Proxy present
	01110	R H Crowley	Owner present

	01201	Mr H Huang	Electronic vote
	01202	Mr W Bai	Proxy present
	01203	Mr W Bai	Proxy present
	01204	Mr W Bai	Proxy present
	01213	Ms D F Gilkes	Electronic vote
	01301	N G P Raven & K Chan	Electronic vote
	01306	Ms A Wandell	Owner present
	01308	Mr W Bai	Proxy present
	01310	Mr W Bai	Proxy present
	01405	Mr W Bai	Proxy present
	01407	Mr W Bai	Proxy present
	01408	Dr A V Stankevicius	Electronic vote
	01410	Mr W Bai	Proxy present
	01502	Mr D Foley	Electronic vote
	01504	Mr W Bai	Proxy present
	01507	Mr W Bai	Proxy present
By Proxy	00105	K Feng	Proxy Name: Mr W Bai
	00201	L Huang	Proxy Name: Mr W Bai
	00402	Mr I Gunawan	Proxy Name: Mr W Bai
	00608	Lin Qi	Proxy Name: Mr W Bai
	00609	S Shi	Proxy Name: Mr W Bai
	00703	Mrs J Dong	Proxy Name: Mr W Bai
	00801	H Dong & L Wang	Proxy Name: Mr W Bai
	00802	Mr H Dong (non-financial)	Proxy Name: Mr W Bai
	00912	Ms C Sauw	Proxy Name: Mr W Bai
	01005	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy Name: Mr W Bai
	01008	Mr J K F Suen & Ms K Z H Jin	Proxy Name: Mr W Bai
	01103	B Zhuang & R Li	Proxy Name: Mr W Bai
	01202	Ms G Lan	Proxy Name: Mr W Bai
	01203	Y Lan	Proxy Name: Mr W Bai
	01204	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy Name: Mr W Bai
	01308	X Yan	Proxy Name: Mr W Bai
	01310	Mr K Feng & Ms L Huang	Proxy Name: Mr W Bai
	01405	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy Name: Mr W Bai

	01407	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy Name: Mr W Bai
	01410	Mr K Feng & Ms L Huang	Proxy Name: Mr W Bai
	01504	Ms G Lan	Proxy Name: Mr W Bai
	01507	Spring City Investment Pty Ltd (ACN 631 164 442)	Proxy Name: Mr W Bai
Chairperson	Mr S Bjordal		
Quorum	Those present were advised that a quorum was achieved.		

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 Corporation's Agreement for disclosure of all its relevant interests.

Motion 2

Acceptance of Minutes

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5)(b) of the *Community Titles Act 1996*, the minutes of the Annual General Meeting held on 14 DEC 2022 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.

Passed by Simple Majority

Motion 3

Acceptance of Statement of Accounts

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with the provisions of s81(5) (d) of the *Community Titles Act 1996* (amended), the audited Statement of Accounts for the financial year ending 30 APR 2023, which have been circulated to all members, is accepted.

Passed by Simple Majority

Motion 4**Appointment of Manager****Ordinary Resolution**

PASSED BY SIMPLE MAJORITY that the Body Corporate under s76(9) of the *Community Titles Act 1996*:

- 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 MAY 2023 to 30 APR 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.

Passed by Simple Majority**Election of Office Bearers and Committee**

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appoint Office Bearers and Committee Members.

Limitations Imposed

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.

Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act 1996*.

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.

Election of Presiding Officer

Mr P H James has been elected unopposed as Presiding Officer.

Election of Secretary

Mr C J Pope has been elected unopposed as Secretary.

Election of Treasurer

Mr C J Pope has been elected unopposed as Treasurer.

Election of Ordinary Member

C Lin, Mr M Angus, Ms R H Crowley, Mrs X Li have been elected to the committee.

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 included with the meeting notice and is also available for viewing at whittles.com.au through your owner portal.</p> <p>Note: As noted at the meeting the details are incorrect, the building sum insured has increased to \$77,980,000.</p>		

Motion 9		
Insurance Renewal	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that the Body Corporate Manager is to arrange quotes and/or renewal of the Body Corporate's insurance for a sum insured of \$77,980,000 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 lots, 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>The Body Corporate's Certificate of Currency is available for viewing at whittles.com.au through your owner portal.</p>		
Passed by Simple Majority		

Item 10

General Business

Air-Conditioning Units/Filters

All owners are reminded that the filter within their unit is an owner responsibility to maintain and clean.

There have been several incidents of faults and the cause of these faults have been blocked filters. To save on the expense it is advised to have these checked every 3 – 6 months.

Members requested the air-conditioning company be contacted and asked about the cost of replacement filters. The manager will liaise with O'Connor's and advise.

Cladding

The Manager advised that the primary plan has a fire engineering company, BCA engaged.

They have taken samples for testing They will then provide a report which will be submitted to Adelaide city council (ACC.)

It was agreed the manager will forward a copy of the report to the committee for consideration and advice on who will forward to the ACC.

Garage Door

The manager advises that the garage has now been replaced.

Building Access/Parking

This continues to be an issue with individuals parking in other lot spaces.

There also seems to be access to the building without authority. We ask that all residents be vigilante, and any suspicious activity they should contact the police and report.

The members discussed the issue and Mr Pope suggested sourcing a bulk purchasing agreement with a supplier of Bollards.

Owners could then opt in and purchase the bollards and install them at their cost.

Mr James advised who has experienced similar issues in other city buildings.

They arranged an agreement with ACC to manage the parking and issue fines.

This required a lot of initial set up but worked well. This is another option we may look at.

The difference with Vision is the short-term letting which makes it difficult to track occupants.

Corridor Lighting and Carpark Maintenance

Maintenance agreements for both these items.

It was agreed that the manager will arrange for the carpark to be pressure cleaned and then line marked. It would require the carpark to be vacated for a day or maybe two.

Rubbish Disposal

Constant dumping of rubbish and household furniture in passageways is causing issues for cleaners and trades trying to access these areas. It's a health and safety issue which need to cease.

Mr Pope also advised there is a fridge and some glass near the ground floor passage that has been there since first occupancy.

The manager will give 14 days' notice to remove and then have it removed if no action is taken.

Legal Proceedings

The manager discussed the current legal case - Cheuk Ying TAI v COMMUNITY CORPORATION 40460 INC.

The case revolves around a damaged bollard, a request for 6 days of CCTV footage, and the owners refusal to pay for this footage.

As previous meetings have discussed, the owners agree that this is an owner cost, whether the police have also requested it or not.

The manager advised that the lawyers representing the Corporation have offered that they pay just the account and not penalty interest.

The next hearing is set for Tuesday 16th at 9:30 am.

The members present were unimpressed with this frivolous use of Corporation funds.

Motion 11

Administrative Fund Budget

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted.

Contributions reflected in this budget are the same as the previous budget with proposed quarterly contributions for the Corporation of \$106,000.00 for the financial year ending 30 APR 2024.

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.

Passed by Simple Majority

Motion 12

Sinking Fund Budget

Ordinary Resolution

PASSED BY SIMPLE MAJORITY that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget be approved and adopted.

Contributions reflected in this budget are the same as the previous budget with proposed quarterly contributions for the Corporation of \$7,500.00 for the financial year ending 30 APR 2024.

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.

Passed by Simple Majority

Motion 13		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY 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 Management Committee, 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 \$38,000.00.</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>		
Passed by Simple Majority		

Motion 14		
Audit of Annual Financial Statement	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY that in accordance with Part 13, Division 2 of the <i>Community Titles Act 1996</i>, the Body Corporate is obligated to carry out an independent audit of the Body Corporate's annual statement of accounts. Whittles recommends MGI Assurance (SA) be appointed at an estimated cost of \$1,500.00.</p>		
Passed by Simple Majority		

Motion 15		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY 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 Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>		
Passed by Simple Majority		

Motion 16		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
<p>PASSED BY SIMPLE MAJORITY 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.40460 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. 		
Passed by Simple Majority		

Item 17		
Next Meeting & Closure		
To be held at a date set by the manager.		

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.40460 INC
176-186 MORPHETT STREET, ADELAIDE

Year ending April 2024

ADMINISTRATION FUND

	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	Annual Total
INCOME					
11500 - Contributions	106,000.00	106,000.00	106,000.00	106,000.00	\$424,000.00
11500 - Arrears	6,453.54	0.00	0.00	0.00	\$6,453.54
11500 - Advances	-25,228.98	-0.00	-0.00	-0.00	-\$25,228.98
Total	87,224.56	106,000.00	106,000.00	106,000.00	\$405,224.56
EXPENDITURE					
22500 - Air conditioning	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
28500 - Cleaning	21,250.00	21,250.00	21,250.00	21,250.00	\$85,000.00
29000 - Common property	2,000.00	2,000.00	2,000.00	2,000.00	\$8,000.00
35500 - Electrical	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
38501 - Floor coverings - Carpet cleaning	875.00	875.00	875.00	875.00	\$3,500.00
51000 - Lift	3,075.00	3,075.00	3,075.00	3,075.00	\$12,300.00
51007 - Lift - Telephone	187.50	187.50	187.50	187.50	\$750.00
21000 - Management - Additional services fee	500.00	500.00	500.00	500.00	\$2,000.00
22300 - Management - Agreed Services	9,180.00	9,180.00	9,180.00	9,180.00	\$36,720.00
52600 - Management - Asset Maintenance Services	757.50	757.50	757.50	757.50	\$3,030.00
29200 - Management - Disbursement Fees	2,867.50	2,867.50	2,867.50	2,867.50	\$11,470.00
61500 - Primary Plan contribution	38,279.22	38,279.22	38,279.22	38,279.22	\$153,116.88
74010 - Public Officer Fee	41.25	41.25	41.25	41.25	\$165.00
67500 - Rubbish	10,000.00	10,000.00	10,000.00	10,000.00	\$40,000.00
69500 - Security	1,125.00	1,125.00	1,125.00	1,125.00	\$4,500.00
69511 - Security - Intercom	150.00	150.00	150.00	150.00	\$600.00
74003 - Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
29201 - Technology and System Fees	740.00	740.00	740.00	740.00	\$2,960.00
75001 - Television - Antennae repairs	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
77001 - Utilities - Electricity	15,500.00	15,500.00	15,500.00	15,500.00	\$62,000.00
77004 - Utilities - Water	2,250.00	2,250.00	2,250.00	2,250.00	\$9,000.00
Total	113,027.97	113,027.97	113,027.97	113,027.97	\$452,111.88

SINKING FUND

	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	Annual Total
INCOME					
11500 - Contributions	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
11500 - Arrears	281.81	0.00	0.00	0.00	\$281.81
11500 - Advances	-1,729.09	-0.00	-0.00	-0.00	-\$1,729.09
Total	6,052.72	7,500.00	7,500.00	7,500.00	\$28,552.72
EXPENDITURE					
22500 - Air conditioning	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
27508 - Carpark - Security gate/roller door	0.00	0.00	10,000.00	0.00	\$10,000.00
29000 - Common property	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
51000 - Lift	500.00	500.00	500.00	500.00	\$2,000.00
69500 - Security	500.00	500.00	500.00	500.00	\$2,000.00
Total	3,500.00	3,500.00	13,500.00	3,500.00	\$24,000.00

CASH FLOW SUMMARY

	May-Jul 23	Aug-Oct 23	Nov-Jan 24	Feb-Apr 24	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	64,512.77	38,709.36	31,681.39	24,653.42	\$64,512.77
Add: Contributions	106,000.00	106,000.00	106,000.00	106,000.00	\$424,000.00
Add: Arrears	6,453.54	0.00	0.00	0.00	\$6,453.54
Minus: Advances	25,228.98	0.00	0.00	0.00	\$25,228.98
Minus: Expenditures	113,027.97	113,027.97	113,027.97	113,027.97	\$452,111.88
CLOSING BALANCE	38,709.36	31,681.39	24,653.42	17,625.45	\$17,625.45
<u>SINKING FUND</u>					
Opening Balance	108,921.95	111,474.67	115,474.67	109,474.67	\$108,921.95
Add: Contributions	7,500.00	7,500.00	7,500.00	7,500.00	\$30,000.00
Add: Arrears	281.81	0.00	0.00	0.00	\$281.81
Minus: Advances	1,729.09	0.00	0.00	0.00	\$1,729.09
Minus: Expenditures	3,500.00	3,500.00	13,500.00	3,500.00	\$24,000.00
CLOSING BALANCE	111,474.67	115,474.67	109,474.67	113,474.67	\$113,474.67

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
 Number of Lots 185

Lot Number	— Effective from 15/02/24 —			— Effective from 15/02/24 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)	LEV	SINKING Fund	SINKING Fund (incl. GST)
103, 104	26	275.60	\$303	26	19.50	\$21
203, 204, 207, 208, 209, 303, 304, 306	27	286.20	\$315	27	20.25	\$22

307, 308, 314, 315, 403, 404, 408	28	296.80	\$327	28	21.00	\$23
406, 407, 409	29	307.40	\$338	29	21.75	\$24
214, 215	32	339.20	\$373	32	24.00	\$26
309, 1004	34	360.40	\$396	34	25.50	\$28
102	35	371.00	\$408	35	26.25	\$29
206	36	381.60	\$420	36	27.00	\$30
202, 604, 606	39	413.40	\$455	39	29.25	\$32
316, 704, 805	40	424.00	\$466	40	30.00	\$33
605, 607, 705, 707, 804, 904, 905, 906, 1005, 1007, 1104, 1105	41	434.60	\$478	41	30.75	\$34
302, 1106, 1107, 1204, 1205, 1206, 1207, 1302, 1402, 1404, 1405	42	445.20	\$490	42	31.50	\$35
212, 312	43	455.80	\$501	43	32.25	\$35
216, 412, 511, 512	44	466.40	\$513	44	33.00	\$36
501, 505, 510, 513, 706, 710, 807, 810, 910, 1010	45	477.00	\$525	45	33.75	\$37
313, 413, 415, 806, 907, 1006, 1210, 1504, 1505	46	487.60	\$536	46	34.50	\$38
213, 712, 812, 1303, 1304, 1305, 1403, 1502, 1503	47	498.20	\$548	47	35.25	\$39
713, 911, 912, 913, 1012, 1013, 1112, 1113, 1212	48	508.80	\$560	48	36.00	\$40
1111, 1211	49	519.40	\$571	49	36.75	\$40
1110	51	540.60	\$595	51	38.25	\$42
210, 311, 414	52	551.20	\$606	52	39.00	\$43
508, 813	53	561.80	\$618	53	39.75	\$44
211, 410, 502, 711, 811, 1011, 1213	54	572.40	\$630	54	40.50	\$45
411	56	593.60	\$653	56	42.00	\$46
101, 503, 610	58	614.80	\$676	58	43.50	\$48
105, 310, 402, 507	59	625.40	\$688	59	44.25	\$49
506	60	636.00	\$700	60	45.00	\$50
909	61	646.60	\$711	61	45.75	\$50
509, 609	62	657.20	\$723	62	46.50	\$51
301	63	667.80	\$735	63	47.25	\$52
201, 602, 611, 702, 709, 802, 809	64	678.40	\$746	64	48.00	\$53
608, 612, 708, 808	65	689.00	\$758	65	48.75	\$54
205, 401, 504, 902, 1002, 1009, 1109, 1208	66	699.60	\$770	66	49.50	\$54
1102, 1202, 1209, 1306, 1307, 1407	67	710.20	\$781	67	50.25	\$55
1008, 1308, 1408, 1506, 1507	68	720.80	\$793	68	51.00	\$56
908	69	731.40	\$805	69	51.75	\$57
1108, 1309, 1310, 1409, 1410	70	742.00	\$816	70	52.50	\$58
601, 703, 1406, 1509, 1510	72	763.20	\$840	72	54.00	\$59
1508	74	784.40	\$863	74	55.50	\$61
305, 603, 1203	76	805.60	\$886	76	57.00	\$63
405	77	816.20	\$898	77	57.75	\$64
803	78	826.80	\$910	78	58.50	\$64
801, 903, 1003	79	837.40	\$921	79	59.25	\$65
901, 1001, 1101, 1103, 1201	81	858.60	\$945	81	60.75	\$67
701	84	890.40	\$980	84	63.00	\$69
1401	180	1,908.00	\$2,099	180	135.00	\$149
1501	186	1,971.60	\$2,169	186	139.50	\$153
1301	205	2,173.00	\$2,391	205	153.75	\$169
QUARTERLY TOTAL		<i>\$106,000.00</i>	<u>\$116,616.00</u>		<i>\$7,500.00</i>	<u>\$8,256.00</u>

ACCOUNT NOTES

29200 - Management - Disbursement Fees

This fixed fee includes access to the Web Owner Portal, data management of software systems, document storage, stationery, printing, photocopying, issuing levy notices, electronic record management as per Schedule B of the Services Agreement.

52600 - Management - Asset Maintenance Services

Fixed Maintenance Charges as per Schedule C of Services Agreement includes compliance assessment, contractor registration service, 24/7 emergency maintenance service

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
10.06.16 (IGM)	No Resolutions Recorded
22.1.17 (REC AGM)	No Resolutions Recorded
13.11.18 (REC AGM)	<u>Lot 214 - Application From Tenant To Install Key Safe Lock Box In The Foyer</u> The Corporation discussed allowing the Tenant from Lot 214 to install a key safe lock box in the foyer for Paramedics to access her Lot in the event of an emergency. Purchase and installation of the lock box will be at the tenants cost; Upon termination of the lease, the tenant is to remove the lock box and restore the wall to its original state at the tenants cost and Qualified contractor to be used to install and remove the lock box. MOTION CARRIED
23.08.19 (REC AGM)	No Resolutions Recorded
17.09.20 (REC AGM)	<u>Transferring of Funds (Special Resolution)</u> After consultation with the Presiding Officer/Management Committee the Corporation Manager has approval to transfer funds from the Administration and Sinking Funds where and when required to assist with any cash flow shortages. MOTION CARRIED
09.09.21 (REC AGM)	No Resolutions Recorded
14/12/2022	No Resolutions Recorded
11/01/24 (REC AGM)	No Resolutions Recorded
04/12/24	No Resolutions Recorded

LODGMET FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Orig. **LF 12517507**



14:39 28-Apr-2016
6 of 6

6

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: **FINL**

Correction to: **FINL**

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

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

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

ITEM	AGENT CODE

PICK-UP NO.	
CP 40460	
<i>John Ikonopoulos C.40460</i>	
CORRECTION 02/05/2016	PASSED J.I.
FILED <i>[Signature]</i> 05/05/2016	 pro REGISTRAR-GENERAL

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

40. Retail/Commercial Lot

- 40.1 Without limiting any other by-law, the Lotholder or an Occupier of any Retail/Commercial Lot must:
- 40.1.1 take out its own bins on each garbage collection day and bring the bins in as soon as is reasonably possible after the bins have been collected on each collection day;
 - 40.1.2 avoid unnecessary noise when filling bins;
 - 40.1.3 ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
 - 40.1.4 ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
 - 40.1.5 store all bins within appropriate areas of Lot 1;
 - 40.1.6 comply with all rules imposed by the Corporation from time to time in relation to rubbish removal and storage including in relation to:
 - 40.1.6.1 volume;
 - 40.1.6.2 responsibility for cleaning Common Property;
 - 40.1.6.3 not obstructing Common Property; and
 - 40.1.6.4 control of odour and vermin;
 - 40.1.7 comply with all health, noise and other regulations in carrying on the business from the Retail/Commercial Lot;
 - 40.1.8 not trade outside trading hours that are lawfully permitted from time to time;
 - 40.1.9 not use or allow the use of the Retail/Commercial Lot for living or sleeping;
 - 40.1.10 immediately replace non-functioning lights inside or outside the Retail/Commercial Lot;
 - 40.1.11 use and permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Common Property and at such times as the Corporation may from time to time direct; and
 - 40.1.12 comply with all applicable statutes, laws, ordinances, regulations by-laws etc imposed by any qualified authority in relation to the Retail/Commercial Lot or the Occupier's business including without limitation laws relating to hygiene, occupational health, safety and worker's compensation, liquor and gaming licensing and planning and development.
- 40.2 The Lotholder of any Retail/Commercial Lot:
- 40.2.1 may use the name "Vision on Morphet", ownership of which is vested solely in the Corporation, only with the prior written approval and subject to any conditions imposed by the Corporation; and
 - 40.2.2 must incorporate in any lease granted in respect of the whole or portion of the Retail/Commercial Lot the provisions of this by-law.

- 40.3 The Lotholder or Occupier of any Retail/Commercial Lot may, subject to obtaining all necessary consents, approvals or permits, from the relevant authorities (including the Council), use any Council land for the purpose of outdoor dining and the Corporation will not unreasonably object to or without its consent (if required) from any application made by the Lotholder or Occupier of the Retail/Commercial Lot for such licence, permit or authorisation.

41. Imbedded Networks

The Lotholders and or Occupiers of any Lot acknowledge and agree that the Community Corporation has entered into;

- 41.1 an agreement with SEPN Water Pty Limited ACN 609 551 457 in relation to an embedded Water Network;
 - 41.2 an agreement with Savant Energy Power Networks Pty Limited ACN 604 736 638 in relation to an embedded Power Network; and
- for use in the common areas and by the Lotholders and/or Occupiers of the Lots. The Community Corporation makes no warranty or representation in relation to the embedded power network and/or the embedded water network.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

PRIMARY
By-Laws
Development No. 020/C037/14

SECONDARY BY-LAWS

COMMUNITY PLAN NO. C40460

176-186 Morphett Street

ADELAIDE SA 5000

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


.....
Annoushka Scharnberg
Finlaysons
81 Flinders Street
Adelaide SA 5000

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

INDEX

PART/BY-LAW	PAGE NO.
PART 1 - DEFINITIONS	4 - 5
1. Definitions	4 - 5
PART 2 - MANDATORY BY-LAWS	5
2. Administration, Management and Control of Common Property	5
3. Use and Enjoyment of the Common Property	5
PART 3 - COMMUNITY PARCEL	5 - 7
4. Prohibited Activities	5 - 6
5. Storage of Flammable Liquids	7
6. Disposal of Garbage	7
7. Support and Provision of Services	7
8. Retail/Commercial Premises	7
PART 4 - COMMON PROPERTY	8
9. Corporation to keep Common Property in Good Repair	8
10. Prohibited Activities	8
11. Security of Common Property	8
12. Notification of Defects	8
13. Compensation to Corporation	8
14. Restricted Use of Common Property	8
PART 5 - USE OF COMMUNITY LOTS	9 - 12
15. Good Repair	9
16. Use of Lot	9
17. Renovation and Refurbishment of Lots	9 - 10
18. Moving Articles to and from Lots	10-11
19. Change in Ownership	11
20. Sale of Lot	11
21. Right to Enter Lot	11
22. Observance of By-Laws	11
23. Indemnity and Release	11-12
24. Corporation May Make Rules	12
25. Removal of Persons	12
26. Lease of Common Property	12
PART 6 - GENERAL	12-15
27. Pets	12
28. Insurance	12
29. Corporation's Rights and Powers - Unpaid Levies	12-13
30. Services	13
31. Sinking Fund	13
32. Complaints and Applications	13

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE
PART/BY-LAW**

**By-Laws
Development No. 020/C037/14
PAGE NO.**

33.	Security Keys	13
34.	Offences	13
35.	Breach	14
36.	Waiver	14
37.	Notice	14
38.	Marketing and Access by Company	14
39.	Balcony Encroachment	14
40.	Retail/Commercial Lot	15
41.	Imbedded Networks	15

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY CORPORATION NUMBER C40460 INCORPORATED

IMPORTANT NOTICE

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

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

PART 1 - DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to these by-laws and unless the context otherwise requires, the expressions:

"**Act**" means the *Community Titles Act 1996* as amended;

"**Common Property**" means the Common Property created by the Community Plan;

"**Corporation**" means Community Corporation No. C40460 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"**Community Parcel**" means the whole of the land comprised in the Community Plan;

"**Community Plan**" means Community Corporation Plan No. C40460;

"**Company**" means **Hui Ma Australia Investment Co Pty Ltd** or any other related body corporate and their respective consultants, employees and agents;

"**Development**" means the apartment building constructed on the Community Parcel incorporating apartments, two Retail/Commercial lots, bike racks, storage cages and car parks, and known as "Vision on Morphett" including all the Lots, Lots Subsidiaries and Common Property;

"**Lot**" means a Community Lot comprised in the Community Plan;

"**Lotholder**" means the Owner of a Lot;

"**Management Agreement**" means any agreement appointing the Managing Agent pursuant to Section 75(5) of and Regulation 15 to the Act;

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

"**Occupier**" of a Lot includes, if a Lot is unoccupied, the Owner of the Lot;

"**rules**" means the rules made by the Corporation pursuant to the powers contained in these by-laws;

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

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- 1.1 a reference to an instrument includes any variation or replacement of it;
- 1.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.3 the singular includes the plural and vice versa;
- 1.4 the word "person" includes a firm, a body corporate, an association or an authority;
- 1.5 words of any gender include every gender;
- 1.6 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns;
- 1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- 1.8 headings are inserted for convenience and do not affect the interpretation of these by-laws;

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

- 1.9 the obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these by-laws in respect of the person or persons to whom they are given; and
- 1.10 the meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions.

If the whole or any part of a provision of these by-laws is invalid, unenforceable or illegal, it is severed. The remainder of these by-laws will have full force and effect.

PART 2 - MANDATORY BY-LAWS

2. Administration, Management and Control of Common Property

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
 - 2.2.1 the appointment of a Managing Agent pursuant to by-law 2.3;
 - 2.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000;
 - 2.2.3 the Corporation's obligations regarding insurance under the Act.
- 2.3 The Corporation may, in accordance with the Act, appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property on such terms and conditions as it considers reasonably appropriate, and otherwise in accordance with the Act.
- 2.4 The Corporation may delegate its powers under these By-Laws to the extent permitted under the Act.

3. Use and Enjoyment of the Common Property

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

PART 3 - COMMUNITY PARCEL

4. Prohibited Activities

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

- 4.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 4.2 make or allow their visitors to make undue noise in or about the Community Parcel;
- 4.3 interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- 4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- 4.6 damage or deface any building or sign or structure on the Community Parcel;
- 4.7 disobey reasonable directions or requests from an officer of the Corporation;
- 4.8 use any portion of the Community Parcel as a Retail/Commercial lot;
- 4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- 4.10 obstruct any persons lawful access to any Lot or to the Common Property;
- 4.11 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- 4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose and fitted with bicycle racks;

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

- 4.13 rollerblade, rollerskate or ride a skateboard;
- 4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 4.15 permit any bicycle to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time UNLESS a Lotholder or Occupier of a Retail/Commercial Lot has made a request to the Corporation or the Managing Agent to bring a bicycle into such areas to which request the Corporation or the Managing Agent has agreed upon and SUBJECT TO the following conditions;
- 4.15.1 the bicycle must not be ridden or sat upon whilst in a building forming part of the Development;
- 4.15.2 the bicycle must be in a clean state and condition;
- 4.15.3 if the bicycle is brought into the lifts, priority access must be given to any persons in the lifts without bicycles;
- 4.15.4 the bicycle must not be left unattended in the Common Property (excluding the car parks);
- 4.15.5 the bicycle bell must not be rung in a building forming part of the Development or in the Common Property (excluding the car parks);
- 4.15.6 the bicycle must not be leant on any internal walls, joinery or lift interior in a building forming part of the Development or in the Common Property;
- and PROVIDED HOWEVER this By-Law shall not prevent bicycles being wheeled to or stored on any areas of the Common Property designated for bicycle storage;
- 4.16 erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law PROVIDED THAT a Lotholder or Occupier of a Retail/Commercial Lot may affix a sign or signs to or place a sign or signs on the Common Property without the consent of the Corporation provided the sign:
- 4.16.1 is located on the outside wall facing the street immediately adjacent to the subject Retail/Commercial Lot;
- 4.16.2 comprises a well designed name of the business or its insignia only;
- 4.16.3 complies with the requirements of all relevant authorities; and
- 4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property and a Lot without the consent of the Corporation;
- 4.21 subject to any lease, licence or other right granted under these by-laws, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
- 4.21.1 extends outside the boundaries of a Lot; or
- 4.21.2 is located on any balcony; or
- 4.21.3 protrudes from any building or balcony forming part of a Lot, without first obtaining the written consent of the Corporation;
- 4.22 without limiting by-law 4.21 but subject to any lease, licence or other right granted under these by-laws, affix a satellite dish to any part of the Common Property; or
- 4.23 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

5. Storage of Flammable Liquids

A Lotholder or Occupier of a Lot must not:

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

PROVIDED HOWEVER nothing in by-law 5.1 prohibits the Lotholder or Occupier of a Lot storing on that Lot gas for barbeques.

6. Disposal of Garbage

- 6.1 a person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
- 6.2 a person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- 6.3 a person bound by these by-laws shall only dispose of acceptable forms of waste being general garbage, waste food scraps and recyclable waste items and shall distribute such waste as categorised into the appropriate receptacle chute;
- 6.4 a person bound by these by-laws shall not place or dispose of any cardboard boxes, electronic waste, sand, soil, building materials, building waste, rubble or such items that are likely to obstruct the receptacle infrastructure;
- 6.5 a person bound by these by-laws must prepare all waste for placement in the receptacle infrastructure in plastic garbage bags that are secured tightly;
- 6.6 a person bound by these by-laws shall transport all waste to the appropriate receptacle chute in such a manner so as to prevent any leakage, debris or spill on the Common Property and to immediately clean up such leakage, debris or spill where such will not cause damage to the Common Property and or immediately report the leakage, debris or spill to the Corporation Manager so that they may arrange for the impacted area to be cleaned professionally;
- 6.7 a person bound by these by-laws shall not place, leave or retain any waste in any Common Property area (other than those areas designated specifically for such purpose);
- 6.8 the Corporation will be responsible for the collection and removal of waste and may appoint a contractor to attend to the collection and removal of such waste and will take reasonable measures to minimise disruption to Lotholders and Occupiers in doing so; and
- 6.9 any Lotholder or Occupier responsible for causing damage to the receptacle infrastructure or the Common Property as a consequence of disobeying this by-law in respect to garbage and waste disposal shall be accountable for the cost of repair to the receptacle infrastructure or the Common Property.

7. Support and Provision of Services

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

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

8. Retail/Commercial Premises

A Lotholder or Occupier of a Lot must not operate any business at or from which goods and/or services are sold or supplied by Retail/Commercial:

- 8.1 on any Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or
- 8.2 unless the Scheme Description or these by-laws expressly states that the Lot may be used for such purposes; and
- 8.3 unless such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

PART 4 - COMMON PROPERTY

9. Corporation to Keep Common Property in Good Repair

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

10. Prohibited Activities

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

- 10.1 camp or sleep overnight;
- 10.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 10.3 carry on any business except with the consent of the Corporation;
- 10.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
- 10.5 carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;
- 10.6 obstruct any corridor, hallway, passage or other access way;
- 10.7 obstruct the lawful use of the Common Property by any person;
- 10.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- 10.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- 10.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the consent of the Corporation;
- 10.11 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
- 10.12 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

11. Security of Common Property

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

12. Notification of Defects

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

13. Compensation to Corporation

A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.

14. Restricted Use of Common Property

The Corporation may take measures to ensure the security, and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:

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

PART 5 - USE OF COMMUNITY LOTS

15. Good Repair

A Lotholder must:

- 15.1 maintain the Lot in good repair;
- 15.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 15.3 carry out work required by the Corporation in respect of the Lot; and
- 15.4 maintain and repair the air conditioning condenser and the tiling on the Lot balcony and in the bathroom and kitchen of the Lot.

16. Use of Lot

A person bound by these by-laws:

- 16.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 16.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be a nuisance or an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 16.3 must allow the Corporation, access to the Lot for the purpose of carrying out maintenance;
- 16.4 must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 16.5 must subject to the Act and these by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- 16.6 must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 16.7 must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- 16.8 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless the said person has complied with the provisions of by-law 17;
- 16.9 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
- 16.10 must take every reasonable precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
- 16.11 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 16.12 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- 16.13 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 16.14 must first obtain the prior written consent of the Corporation and the local council and/or any other public authority prior to installing a satellite dish to receive a satellite television signal and/or a TV antenna on the roof of the building in which the Lot is located;
- 16.15 must ensure compliance with fire laws in respect of the Lot; and
- 16.16 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

17. Renovation and Refurbishment of Lots

- 17.1 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:
 - 17.1.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;
 - 17.1.2 such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

- 17.1.3 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
 - 17.1.4 such person obtains the consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed work; and
 - 17.1.5 such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.
- 17.2 The Lotholder shall ensure that:
- 17.2.1 all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
 - 17.2.2 all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - 17.2.3 all work is undertaken only between the hours of 8am and 5.30 pm on Mondays to Saturdays other than public holidays;
 - 17.2.4 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - 17.2.5 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
 - 17.2.6 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - 17.2.7 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
 - 17.2.8 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such prescribed works is affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
 - 17.2.9 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
 - 17.2.10 all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
 - 17.2.11 where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay, which has been approved by the Corporation between the floor and the hard floor covering.
- 17.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means:
- 17.3.1 the erection, alteration, demolition or removal of a building or structure;
 - 17.3.2 the alteration of the external appearance of a building or structure;
 - 17.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
 - 17.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
 - 17.3.5 the installation, removal or replacement of any flooring;
 - 17.3.6 alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.

18. Moving Articles To and From Lots

- 18.1 The Lotholder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from a Lot: goods or furniture may be delivered to and from a Lot (provided always that such goods or furniture are not likely to stain, damage, weaken or cause any movement or structural defect in the Development or any part of it) only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation and provided that before commencing any delivery or movement of goods and furniture to and from a Lot, the Lotholder or Occupier of a Lot:

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

- 18.1.1 must comply with the terms of any notice or instruction displayed in any lift by the Corporation, any statutory authority or the manufacturer of the lift;
- 18.1.2 must use any protective equipment supplied by the Corporation for the carriage of goods or furniture in any lift;
- 18.1.3 has obtained lift covers from the Corporation and installed them in the lift designated by the Corporation for moving furniture;
- 18.1.4 has paid to the Corporation any fee charged by the Corporation for the use of the lift covers and the attendance of a representative of the Corporation in accordance with this by-law; and
- 18.1.5 has paid to the Corporation such amount as is set by the Corporation as security for the cost of rectifying any damage which may occur to the Common Property as a result of the moving of furniture by the Lotholder or Occupier of a Lot.

19. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, or any change in address, telephone number or email address of a Lotholder. Details of all Lotholders will be provided by the Corporation to other Lotholders within the Corporation upon reasonable notice being given

20. Sale of Lot

A person bound by these by-laws

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

21. Right to Enter Lot

- 21.1 The Corporation shall be permitted by each Lotholder or Occupier and shall have the right at all reasonable times and on giving the Lotholder or the Occupier reasonable notice in compliance with the Act, to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power;
 - 21.1.1 to inspect a Lot;
 - 21.1.2 to carry out maintenance repairs or work; and
 - 21.1.3 to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.
- 21.2 Notwithstanding By-Law 21.1, the Corporation shall be permitted to enter a lot (using such force as is reasonably necessary in the circumstances) if satisfied that urgent action is necessary to avert a risk of death or injury or significant damage to property, in order to conduct such works as are reasonably necessary to deal with the risk, and the Corporation shall be required to give such notice (if any) to the Lotholder or Occupier as is considered reasonable in the circumstances.

22. Observance of By-laws

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

23. Indemnity and Release

A person bound by these by-laws shall:

- 23.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in or about the Lot or

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation;

- 23.2 occupy and use and keep a Lot at the risk in all things of the Lotholder and the Lotholder hereby releases to the full extent permitted by law the Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

24. Corporation May Make Rules

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

25. Removal of Persons

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

26. Lease of Common Property

Subject to the provisions of the Act, the Corporation may grant a lease or licence of a portion of the Common Property on such terms and conditions as the Corporation deems appropriate, in favour of one or more Lotholders, Occupiers, telecommunication companies (including without limitation for mobile phone or other telecommunications towers, equipment and facilities and the like) or other businesses and members of the public.

PART 6 – GENERAL

27. Pets

27.1 Subject to the provisions of the Act, and subject to By-Law 27.2, a person bound by these By-Laws may with the consent of the Corporation, keep a small animal of not more than ten (10) kilograms in, or in the vicinity of a Lot provided that it does not create a nuisance to other lot owners or occupiers.

27.2 Notwithstanding the provisions of By-Law 27.1, the Company when entering into a contract for sale of a lot ('Contract') may consent to the Purchaser of that Lot keeping an animal in the Lot, having regard to the Purchaser's circumstances at the time of the Contract and the age and size of the animal. Such consent by the Company is deemed to be consent of the Corporation, but the Corporation may withdraw its consent to keep a pet in the event that it creates a nuisance to other lot owners or occupiers.

27.3 Nothing in these by-laws shall prevent a Lotholder or Occupier or visitor to the Common Property who suffers from a disability from keeping or using an appropriate trained animal to assist the person in respect of that disability.

28. Insurance

28.1 The Corporation shall ensure that there is one (1) Policy of Insurance for all community corporations within the Community Parcel.

28.2 The Corporation will ensure that sufficient funds are obtained for the contributions to the administrative fund payable by the Lotholders to enable payment of the premium for the Policy of Insurance.

28.3 Each Lotholder shall carry their own third party property and bodily injury insurance on the Lot extending to cover any person occupying the Lotholder's Lot.

28.4 The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$20,000,000.00 in respect of any one accident or event, and shall include fidelity guarantee insurance if required by the Corporation under the Act.

28.5 Proof of coverage by way of a copy of the Lotholder's current receipted insurance or policy shall be supplied to the Corporation on request.

29. Corporation's Rights and Powers - Unpaid Levies

29.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:

29.1.1 the whole of the Corporation's costs and expenses (including solicitor's and own client costs) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws, and

29.1.2 any costs that are ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

- 29.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any Court of competent jurisdiction provided that, in respect of the Corporation's party and party costs, the Corporation complies with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it as referred to in by-law 33.1 against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- 29.3 The Corporation may charge interest in accordance with the Act. When fixing interest payable by a Lotholder in respect of a contribution, levy or any other expense that is in arrears, the interest rate must not exceed the rate approved by regulation and must not demand payment of interest on unpaid interest.
- 29.4 If when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.
- 29.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 29.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder the Corporation may recover the amount spent as a debt in an action in any Court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.

30. Services

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for the blockage of any sewers, wastes, drains, gutters, downpipes or stormwater drains from any cause whatsoever.

31. Sinking Fund

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

32. Complaints and Applications

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

33. Security Keys

- 33.1 The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- 33.2 A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lotholder or the Corporation.
- 33.3 A Lotholder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.
- 33.4 A Lotholder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.

34. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

Maximum penalty: The maximum permitted by the Act

**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

**By-Laws
Development No. 020/C037/14**

35. Breach

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

36. Waiver

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

37. Notice

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

38. Marketing and Access by Company

38.1 Notwithstanding any other by-law, the provisions of this by-law 38 shall prevail to the extent that where there is any inconsistency between this by-law 38 and any other by-law, the provisions of this by-law 38 shall take precedence.

38.2 The Company and its agents shall have the exclusive right to conduct marketing activities on the Common Property and Lots until all of the Lots owned by Hui Ma Australian Investment Co Pty Ltd are sold, including (without limitation):

38.2.1 allowing invitees to have access to the Common Property in the company of a representative or agent of the Company;

38.2.2 placing and maintaining on the Common Property and on Lots owned by the Company, sale signs, insignia and other fixtures and fittings for marketing and sale purposes of the Development and/or any Lots owned by Hui Ma Australian Investment Co Pty Ltd ; and

38.2.3 the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development or any other development being marketed or promoted by the Company outside the Community Parcel.

38.3 The Company or any builder associated with the Development shall have the right to carry out the following activities until the Development is completed:

38.3.1 any surveying, engineering and construction works on the Community Parcel;

38.3.2 any repair, rectification or modification works; and

38.3.3 any other works associated with the construction and completion of the Development.

39. Balcony Encroachment

39.1 A portion of certain Lots with balconies fronting Morphett Street, Adelaide ("**Balcony Encroachment Lot**") encroach over the Council's road reserve ("**Balcony Encroachment Area**").

39.2 For the purposes of this scheme description, each person bound by this scheme description acknowledges that:

39.2.1 the Balcony Encroachment Area is part of the relevant Balcony Encroachment Lot and this scheme description applies to the Balcony Encroachment Area as though the Balcony Encroachment Area formed part of the Balcony Encroachment Lot;

39.2.2 the Balcony Encroachment Area may be subject to a licence from the Council under the Local Government Act, which licence will be maintained by the Corporation; and

39.2.3 any fee properly and validly charged or levied against the Corporation in respect to the Balcony Encroachment Area, whether arising from such licence or otherwise, shall be levied against any owner or occupier of a Balcony Encroachment Lot that has the exclusive benefit of or use of that particular balcony as a lot subsidiary.

orig. **LF 12517506**



14:39 28-Apr-2016
5 of 6

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Series No
5

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: **FINL**

Correction to: **FINL**

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

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

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

ITEM	AGENT CODE

PICK-UP NO.	
CP 40460	

CORRECTION	PASSED JI.
FILED <i>[Signature]</i> 05/05/2016 pro 	REGISTRAR-GENERAL

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020/C037/14

**SECONDARY SCHEME
DESCRIPTION
PRIMARY LOT 2**

COMMUNITY PLAN NO. C40460

**176-186 Morphett Street
ADELAIDE SA 5000**

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



.....
Annoushka Scharnberg
Finlaysons
81 Flinders Street
Adelaide SA 5000

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020/C037/14

INDEX

1.	DEFINITIONS	3
2.	IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY	4
3.	PURPOSES FOR WHICH THE LOTS MAY BE USED	4
4.	STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS	4
5.	DEVELOPMENT OF COMMUNITY LOTS	4
6.	DEVELOPMENT OF THE COMMON PROPERTY	4
7.	CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993	5
8.	OTHER IMPORTANT FEATURES OF THE SCHEME	5
9.	OTHER INFORMATION REQUIRED BY THE REGULATIONS	6

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020/C037/14

COMMUNITY SCHEME DESCRIPTION

COMMUNITY PLAN NO. C40460

This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the Community Titles Act and Regulations.

1. DEFINITIONS

1.1 The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

"**Act**" means the Community Titles Act 1996 as amended;

"**Building**" means the nineteen (19) story building constructed and located on the Community Parcel including the roof floor;

"**Common Property**" means the Common Property created by the Community Plan;

"**Corporation**" means Community Corporation No. C40460 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"**Community Parcel**" means the whole of the land comprised in the Community Plan;

"**Community Plan**" means Community Plan No. C40460

"**Council**" means the Adelaide City Council;

"**Lot**" means a Community Lot comprised in the Community Plan.

"**Primary Corporation**" means Community Corporation No. C40472 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the primary corporation appointed in writing;

Primary Community Parcel means the whole of the land comprised in the Primary Community Plan; and

Primary Community Plan means Community Plan No. C40472

1.2 Unless the contrary intention appears the following applies:

1.2.1 a reference to an instrument includes any variation or replacement of it;

1.2.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

1.2.3 the singular includes the plural and vice versa;

1.2.4 the word "person" includes a firm, a body corporate, an association or an authority;

1.2.5 words of any gender include every gender;

1.2.6 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns;

1.2.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;

1.2.8 the meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions;

1.2.9 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020/C037/14

If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

2. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY:

- 2.1 The Community Parcel and the Lots and Common Property into which the parcel is to be divided are identified as Lot 2 in the Primary Community Plan being a portion of the land comprised in Certificates of Title Volume 5381 Folio 29, and Volume 5381 Folio 83 being the property located at 176-186 Morphett Street ADELAIDE SA 5000 ("the Land").
- 2.2 The Community Plan is a secondary community strata plan being the division of primary strata Lot 2 in the Primary Community Plan into one hundred and eighty five (185) secondary strata lots, lot subsidiaries comprising car parks, storage areas, bike racks and balconies and Common Property.

3. PURPOSES FOR WHICH THE LOTS MAY BE USED

- 3.1 All Lots within Lot 2 of the Primary Community Plan are to be used for residential accommodation purposes.
- 3.2 There are Lot subsidiaries comprising car parks, storage areas, bike racks and balconies.
- 3.3 The Common Property is to be used for the purpose of providing access to the Lots and lot subsidiaries, for the provision of loading facilities and garbage disposal facilities for the Lots, for the provision of storage areas, for the provision of bicycle storage, for the provision of a toilet, and for the provision of service infrastructure (including but not limited to solar panels) and service areas.
- 3.4 Owners and occupiers of a Lot will have restricted access by means of magnetic key card to the particular floor/level of the Building that the particular Lot is located, as well as to any Common Property required to access the particular Lot.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- 4.1 For the standard of buildings and other improvements erected or made, refer to paragraphs 5 and 6 of this Scheme Description.
- 4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements existing as at the date of registration of this Scheme Description and any future development approvals granted by the relevant planning authority.

5. DEVELOPMENT OF COMMUNITY LOTS

A 19 level building on the Community Parcel has been constructed and developed on the Community Parcel in accordance with the development approvals granted by the relevant planning authority and numbered:

- DA 020/C037/14

subject to such amendments as agreed by the relevant planning authority.

6. DEVELOPMENT OF THE COMMON PROPERTY

- 6.1 The Common Property comprises any one or more of the following:
 - 6.1.1 the external structures of the building constructed on the Community Parcel;
 - 6.1.2 walkways, stairways, driveways, ramps, passages and entrance areas for access to the Lots and Lot subsidiaries;
 - 6.1.3 garbage disposal facilities;
 - 6.1.4 storage areas including storage for plant, equipment and services; and
 - 6.1.5 provision for service infrastructure including but not limited to water meter, fire hydrant, fire pump room, air-conditioning units.
- 6.2 All such construction has been undertaken in accordance with the relevant development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.
- 6.3 The standard of the work performed and the materials used on the Common Property is of a fair average standard.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020/C037/14

7. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993

The division of the Community Parcel and construction of the building on Community Lot 2 are subject to conditions imposed by the relevant planning authority pursuant to development approvals numbered:

DA 020/C037/14

(NB: Copies of conditions will need to be annexed to the Final document)

8. OTHER IMPORTANT FEATURES OF THE SCHEME

8.1 Primary Corporation

8.1.1 If it is more efficient and/or cost effective, the Corporation may delegate all or some of its powers in relation to the effective and efficient operation of the Common Property to the Primary Corporation to enable the Primary Corporation to enter into arrangements in respect of both the Community Parcel and the Primary Community Parcel.

8.1.2 The Primary Corporation may seek a contribution in respect of such contract from the Corporation and the Corporation will be bound to make such a contribution pursuant to the by-law of the Corporation.

8.2 Apportionment of Contributions

Corporation costs attributable to or in respect of facilities, services or parts of the Common Property that are used or for use of for the benefit exclusively by the owners and occupiers of some Lots but not used or for use of for the benefit exclusively of other Lots shall not be imposed or levied upon any owner or occupier of a Lot that does not have the exclusive benefit of or use of that particular facility, service or part of the Common Property.

8.3 Telecommunications Leases

A portion of the roof may be leased to telecommunications service providers for the erection, maintenance and operation of mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes.

8.4 General

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

8.5 Lease or Licence of Common Property

Subject to the provisions of the Act, portions of the Common Property may be leased or licensed from time to time to owners and/or occupiers of a Lot on such terms and conditions as the Corporation deems appropriate.

8.6 Satellite Dish and TV Antenna

Subject to obtaining any relevant Council consents and the prior written approval of the Corporation and complying with any reasonable conditions imposed by the Corporation, the owner and/or occupier of a Lot may install a satellite dish to receive a satellite television signal and/or a TV antenna on the roof of the building in which the Lot is located.

8.7 Water Supply

The Corporation may enter into contracts with third parties on such terms and conditions as the Corporation deems appropriate for the supply of water to the Lots and the Common Property including in relation to the supply of recycled water.

8.8 Serviced Apartments

Lots may be used as part of a serviced apartment scheme. The Corporation may enter into agreements with third parties on such terms and conditions as the Corporation deems appropriate to enable and entitle the third party to operate a serviced apartment scheme from the Common Property and the Lots.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020/C037/14

8.9 **Balcony Encroachment**

8.9.1 A portion of certain Lots with balconies fronting Morphett Street, Adelaide ("**Balcony Encroachment Lot**") encroach over the Council's road reserve ("**Balcony Encroachment Area**").

8.9.2 For the purposes of this scheme description, each person bound by this scheme description acknowledges that:

8.9.2.1 the Balcony Encroachment Area is part of the relevant Balcony Encroachment Lot and this scheme description applies to the Balcony Encroachment Area as though the Balcony Encroachment Area formed part of the Balcony Encroachment Lot;

8.9.2.2 the Balcony Encroachment Area may be subject to a licence from the Council under the Local Government Act, which licence will be maintained by the Corporation; and

8.9.2.3 any fee properly and validly charged or levied against the Corporation in respect to the Balcony Encroachment Area, whether arising from such licence or otherwise, shall be levied against any owner or occupier of a Balcony Encroachment Lot that has the exclusive benefit of or use of that particular balcony as a lot subsidiary.

9. **OTHER INFORMATION REQUIRED BY THE REGULATIONS**

No other information is required by the regulations.

TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE

Scheme Description
Development No. 020/C037/14

ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

The Corporation of the City of Adelaide hereby endorses this scheme description in accordance with Section 3(11) of the *Community Titles Act 1996* and confirms that:

1. All the consents or approvals required under the *Development Act 1993* in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the *Community Titles Act 1996* have been granted for a Community Title Land Division of the land into 185 Primary Community Lots (comprising 185 Residential Lots) and Common Property.
2. However, this endorsement does not limit the Council's (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the *Development Act 1993* in relation to other development envisaged by the scheme or other authorisations still required.
3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community strata lot and other forms of development (as defined in the *Development Act 1993*) that have not to date received all the required consents. Similarly, other forms of development (as defined in the *Development Act, 1993*) that have not been discussed in the scheme description will require an application to be lodged with the relevant planning authority for the necessary consents.

SIGNED


.....
Principal Planner
As delegate of the City of Adelaide

WITNESS


.....
Date: 21 - 4 - 16

DECISION NOTIFICATION FORM

Contact Officer: Yasmine Alliu
Telephone: 08 71097076
KNET Reference: 2015/03753/01

Development Number:
020/C037/14

FOR DEVELOPMENT APPLICATION

DATED: 29 Dec 2014
REGISTERED ON: 29 Dec 2014

TO: Fyfe Pty Ltd
 Attn: Mr Stephen Rhodes
 GPO Box 2450
 ADELAIDE 5001
EMAIL: edala@fyfe.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section	Street	Suburb	Hundred	Title Reference
452	FP 181294	Morphett Street	Adelaide	Adelaide	5381/83
453					5381/29

NATURE OF PROPOSED DEVELOPMENT: Community title - creating 186 community title allotments

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Land Division	GRANTED	1		
Land Division Requirements	GRANTED	2		
DEVELOPMENT APPROVAL	GRANTED	3		

Any conditions imposed are set out on the attached sheet.

Details of the building classification and the approved number of occupants under the Building Code are attached.



Mark Adcock
PRINCIPAL PLANNER - DAC
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

Date of Decision: 22 July 2015

[1] Sheets Attached

DEVELOPMENT APPLICATION - 020/C037/14

Planning Conditions

1. That 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 Development Application No 020/C037/14
 - Fyfe Pty Ltd Reference: 21242-1-6 SU3-R7 Sheets 1-21 VO 1 date 13/11/2014 REV 7

LAND DIVISION REQUIREMENTS:

2. Payment of \$1200280.00 into the Planning and Development Fund (185 allotment/s @ \$6488 /allotment).
Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Level 5, 136 North Terrace, Adelaide.
3. 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.

ADVISORY NOTES

- a. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- b. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- c. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.
- d. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which this notice is received or such longer time as the Court may allow.
- e. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).
- f. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.



Mark Adcock
PRINCIPAL PLANNER - DAC
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

PURPOSE: SECONDARY COMMUNITY STRATA

AREA NAME: ADELAIDE

APPROVED:

STEVE ANDREWS
22/03/2017



C40460

MAP REF: 6628/41M
COUNCIL: THE CORPORATION OF THE CITY OF ADELAIDE
LAST PLAN: C40472
DEVELOPMENT NO: 020/C03/1/16/001/47467, 020/C037/14/001/44985

DEPOSITED:

JOHN IKONOMOPOULOS
05/05/2016

SUBSTITUTE SHEET
SHEET 1 OF 24

55037_text_01_v08_Version_8

AGENT DETAILS: FYFE PTY LTD
LEVEL 1, 124 SOUTH TERRACE
ADELAIDE SA 5000
PH: 82019600
FAX:

SURVEYORS
CERTIFICATION:

I Mark Roger Pitman , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
17th day of March 2017 Mark Pitman Licensed Surveyor

AGENT CODE: ALRF
REFERENCE: 21242/41SC2-R7

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / A / DIVISION	TOWN	REFERENCE NUMBER
PT CT	5381	83		LOT(S)	2	C	40472	ADELAIDE		
PT CT	5381	29		LOT(S)	2	C	40472	ADELAIDE		

OTHER TITLES AFFECTED: CT 61737/11 , CT 61737/56

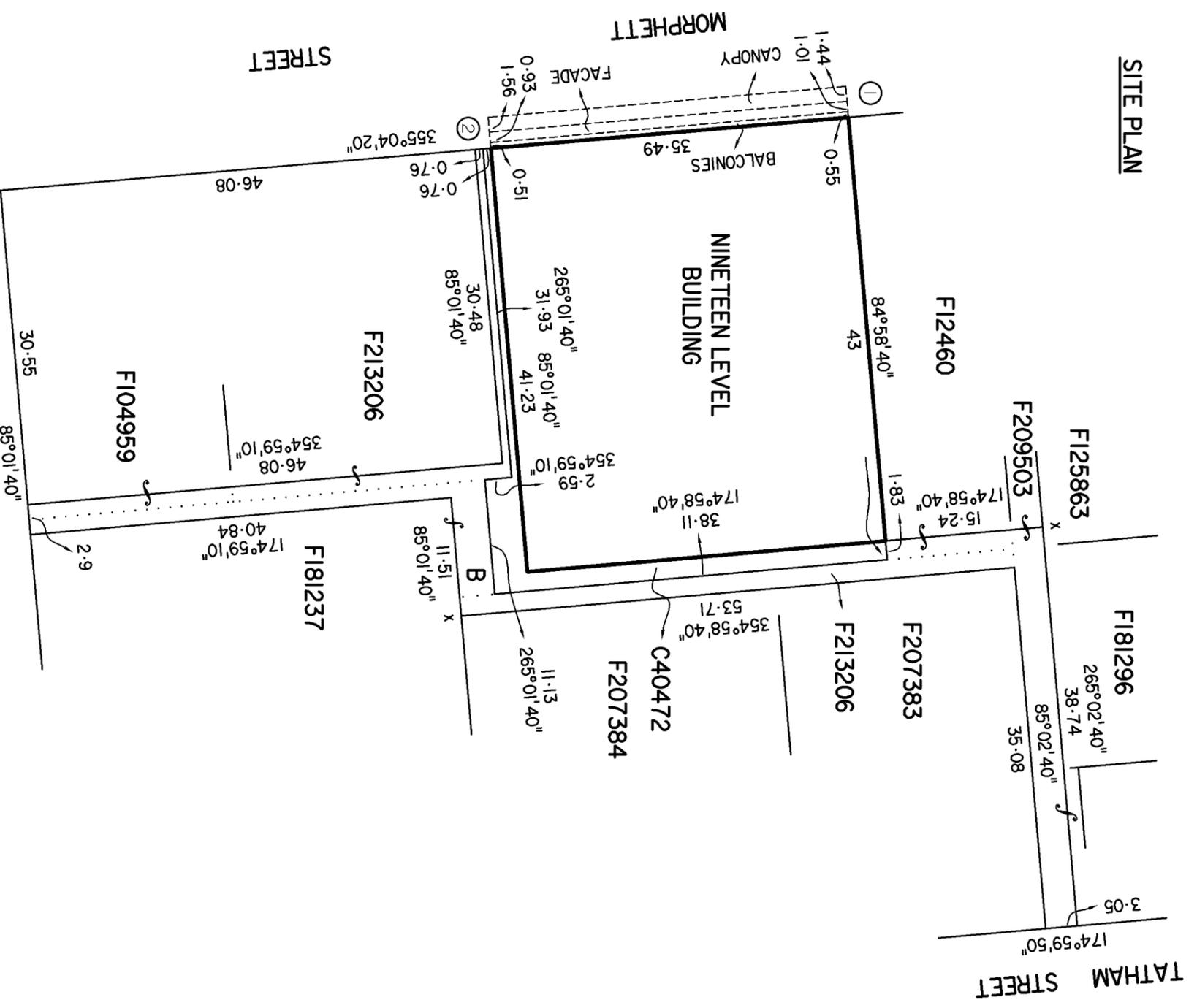
EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B		SEE ANNOTATION	

ANNOTATIONS: ENCROACHMENT OF CANOPY, BALCONIES AND FACADE OCCURS OVER MORPHETT STREET. VIDE C40472
PRIMARY COMMUNITY STRATA PLAN IS C40472

EASEMENT B IS IN FAVOUR OF LOT(S) 101-105, 201-216, 301-316, 401-415, 501-513, 601-612, 701-713, 801-813, 901-913, 1001-1013, 1101-1113, 1201-1213, 1301-1310, 1401-1410, 1501-1510 INCLUSIVE AND COMMON PROPERTY

SITE PLAN



FYFE PTY LTD

SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 2 OF 24

55037_pland_1_V02_Version_8

BEARING DATUM: ①-② 175°04'20"

DERIVATION: F250779 ADOPTED

TOTAL AREA:



C40460

SHEET 5 OF 24

55037_pland_4_V02_Version_8



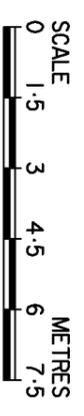
ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE) ARE TO THE CENTRELINE OF FENCE

THE UPPER LIMIT OF LOT SUBSIDIARIES SHOWN AS CARPARK, BIKE RACK IS 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.0 METRES.

LOT SUBSIDIARIES SHOWN AS S CAGE ARE FULLY ENCLOSED

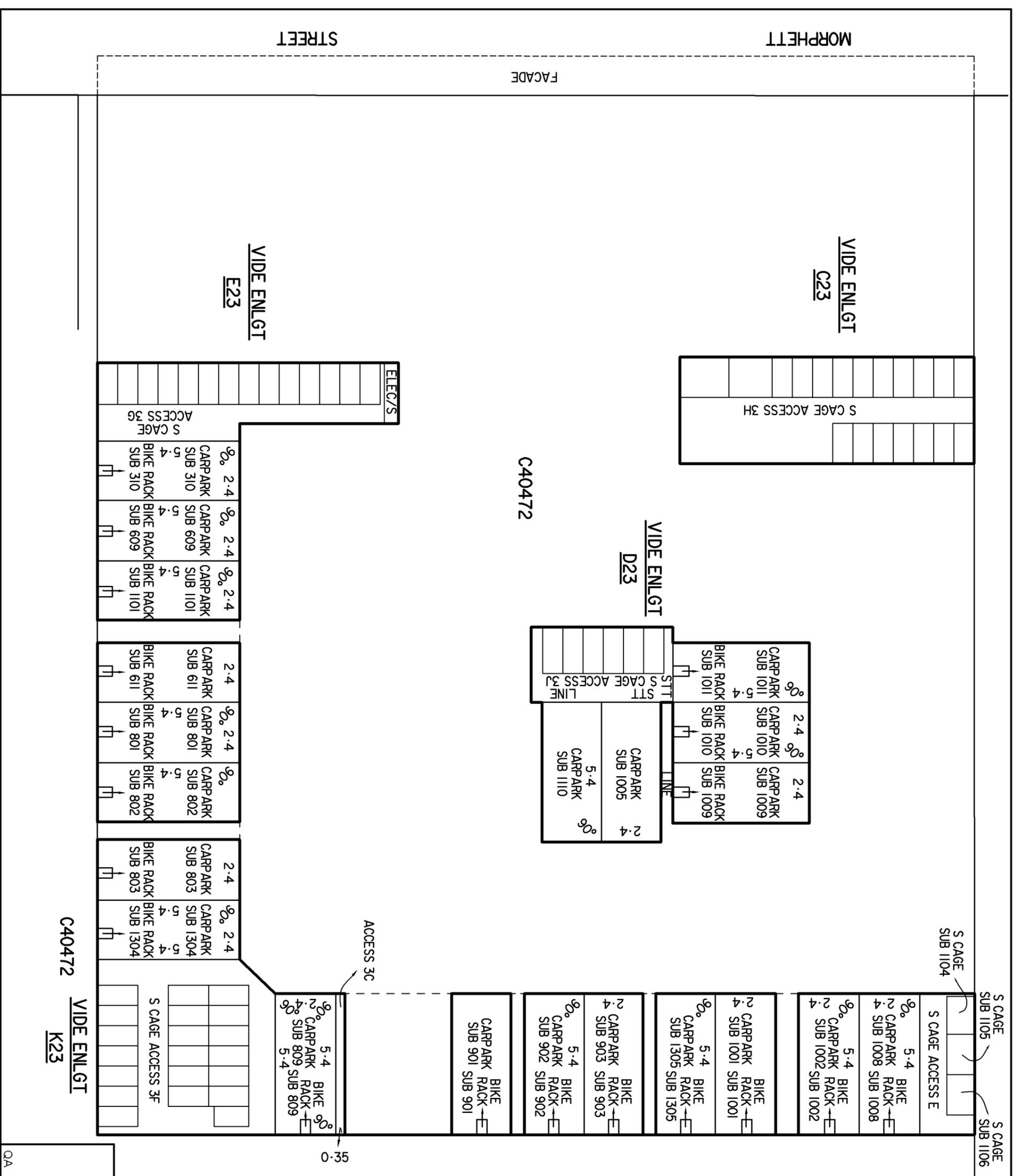
ELEC/S DENOTES ELECTRICAL SERVICES
 STT DENOTES STRAIGHT
 S CAGE DENOTES STORAGE CAGE
 PROD DENOTES PRODUCTION

LEVEL THREE PLAN (CARPARK LEVEL 2)



FYFE PTY LTD

SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP



C40460

SHEET 6 OF 24

55037_pland_5_V02_Version_8

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

THE UPPER LIMIT OF LOT SUBSIDIARIES SHOWN AS CARPARK, BIKE RACK IS 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.0 METRES

LOT SUBSIDIARIES SHOWN AS S CAGE ARE FULLY ENCLOSED

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 CLC DENOTES CENTRELINE OF COLUMN
 OFW DENOTES OUTSIDE FACE OF WALL
 CONC DENOTES CONCRETE
 PROD DENOTES PRODUCTION
 STT DENOTES STRAIGHT
 S CAGE DENOTES STORAGE CAGE
 IFW DENOTES INSIDE FACE OF WALL

DENOTES COLUMN

**LEVEL FOUR PLAN
 (FIRST FLOOR RESIDENTIAL)**



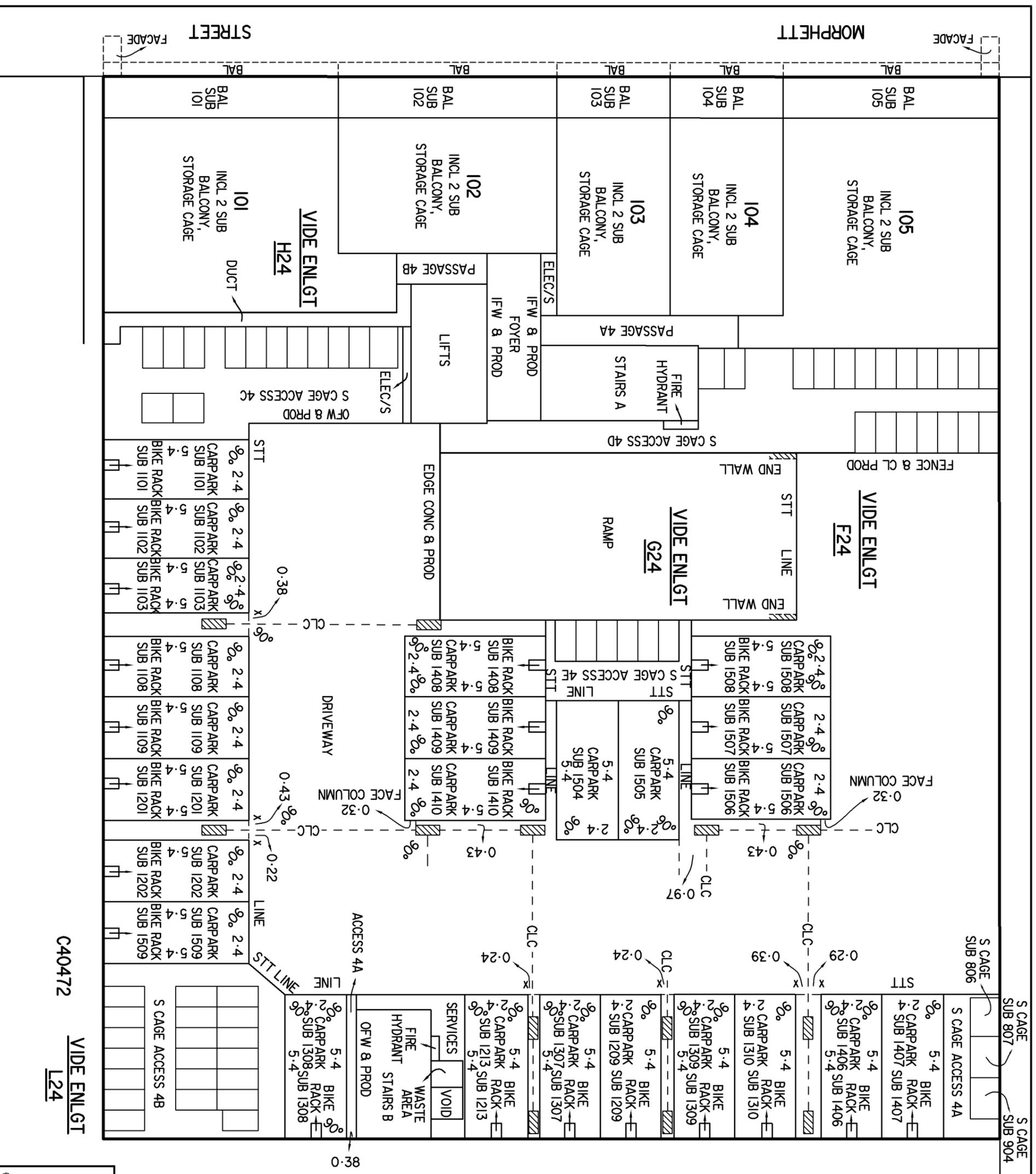
FYFE PTY LTD

SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130

Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP

QA



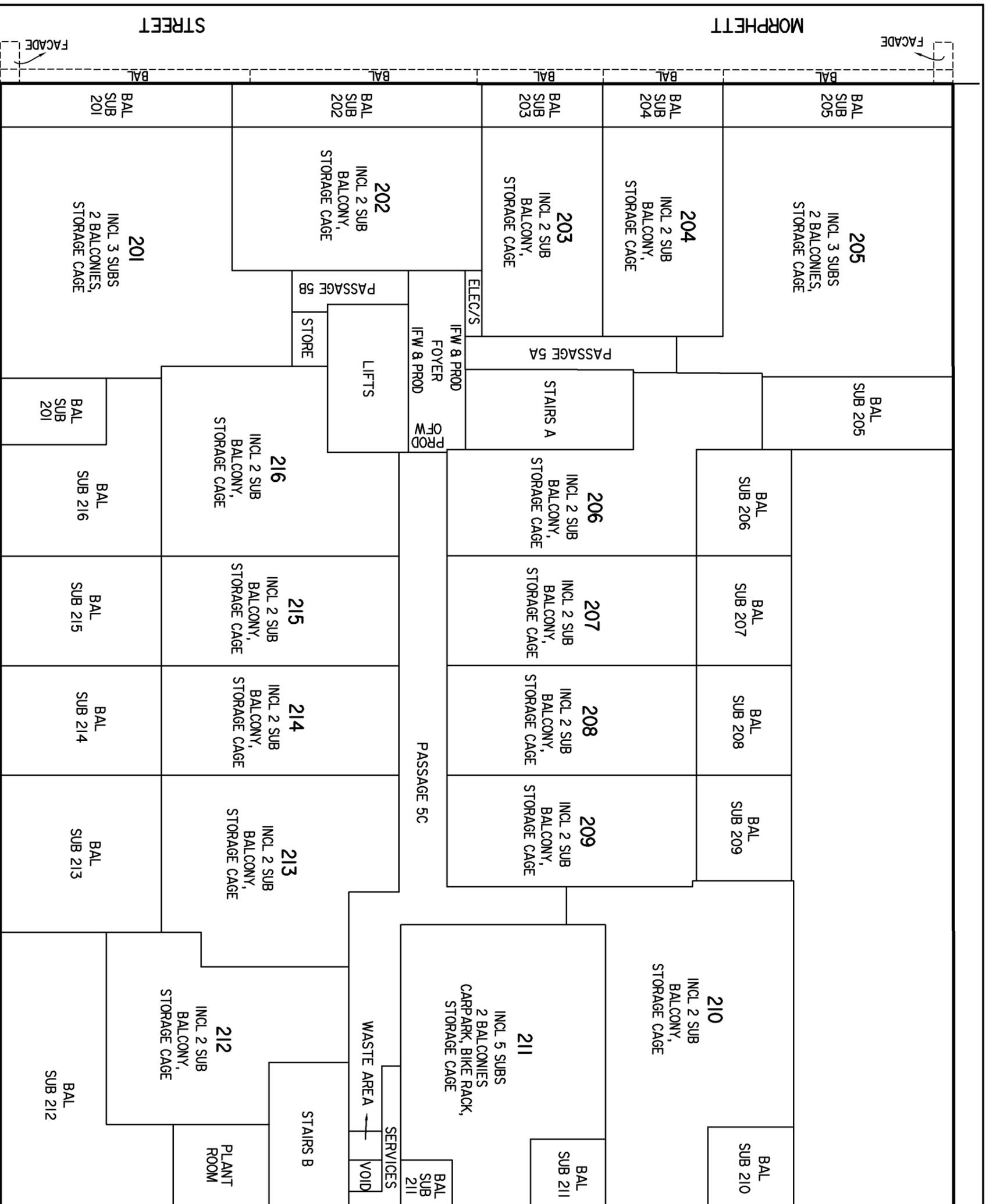
C40472
 VIDE ENLGT
 L24

MORPHETT STREET
 FACADE

C40460

SHEET 7 OF 24

55037_pland_6_V02_Version_8



C40472



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL FIVE PLAN (SECOND FLOOR RESIDENTIAL)

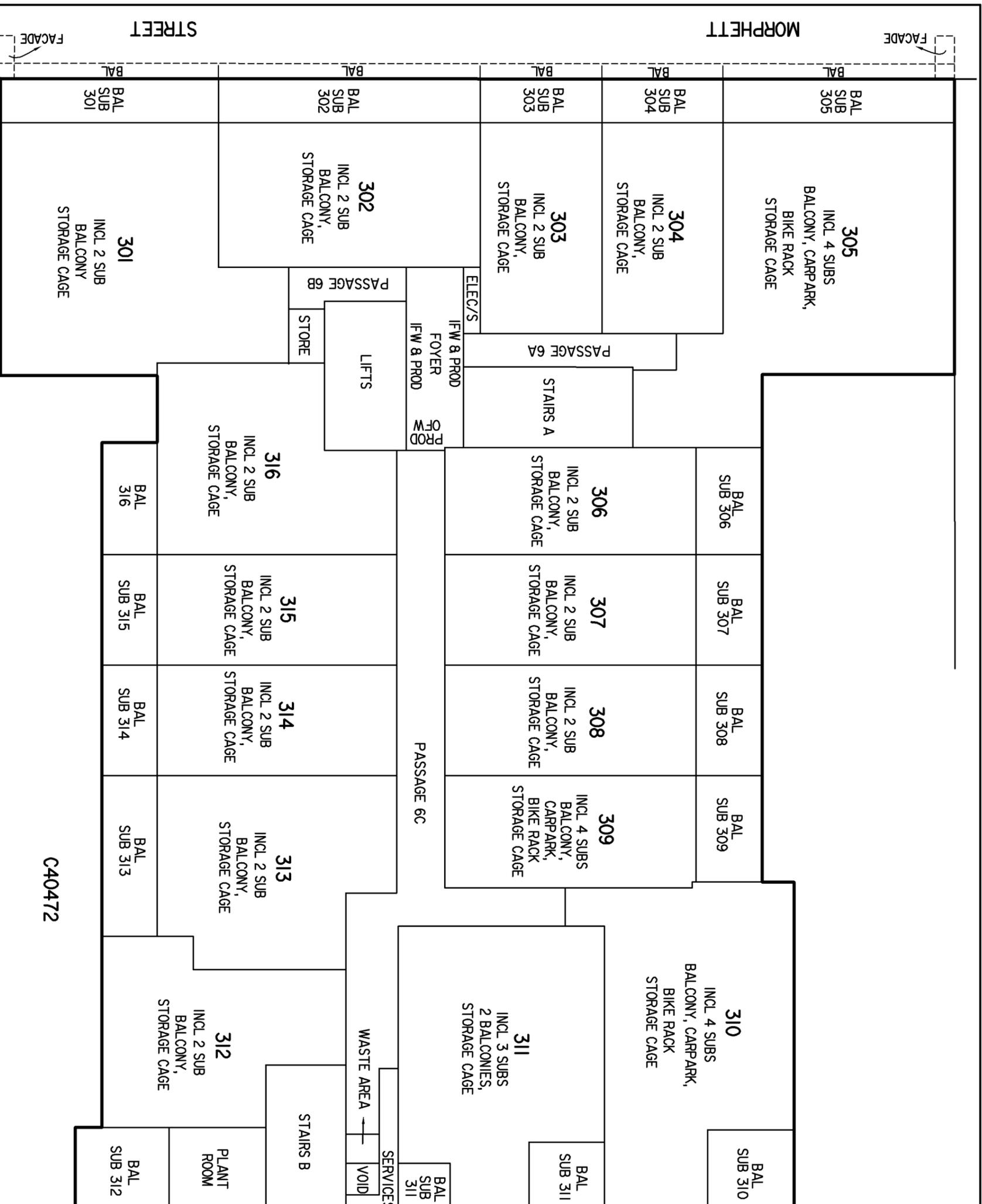


FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-16
REV 6 DATE 28/04/2016 DR GGV SVY MRP
QA

C40460

SHEET 8 OF 24

55037_pland_7_V02_Version_8



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL SIX PLAN (THIRD FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000

PHONE (08) 8201 9600 FAX (08) 8201 9660

www.fyfe.com.au ABN 57 008 116 130

Reference 21242-2-3 Dwg No. 21242SC2-16

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 9 OF 24

55037_pland_8_V02_Version_8

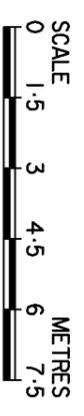


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

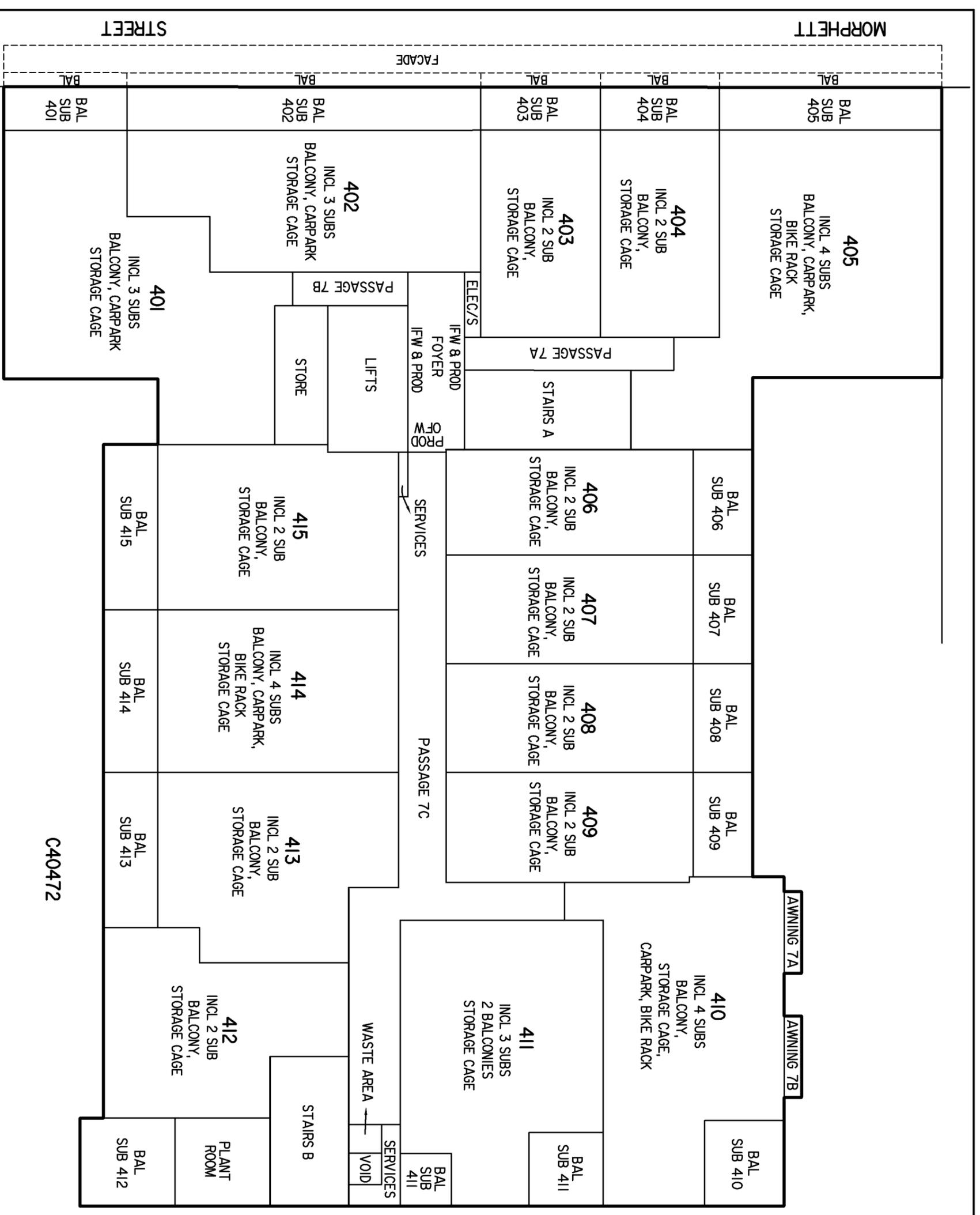
ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL SEVEN PLAN (FOURTH FLOOR RESIDENTIAL)



FYFE PTY LTD

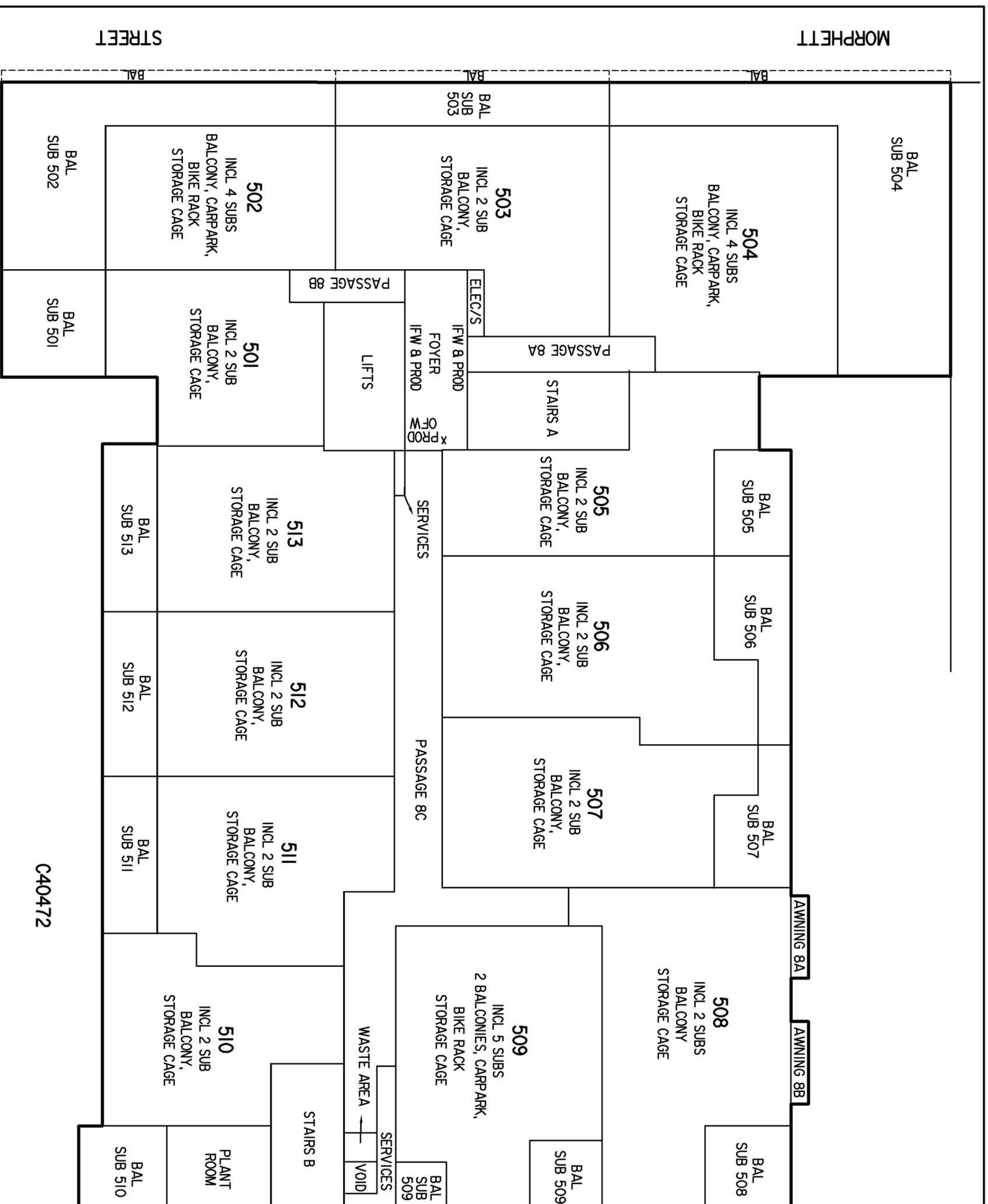
SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP
 QA



C40460

SHEET 10 OF 24

55037_pland_9_V02_Version_8

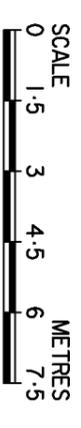


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL EIGHT PLAN (FIFTH FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000

PHONE (08) 8201 9600 FAX (08) 8201 9660

www.fyfe.com.au ABN 57 008 116 130

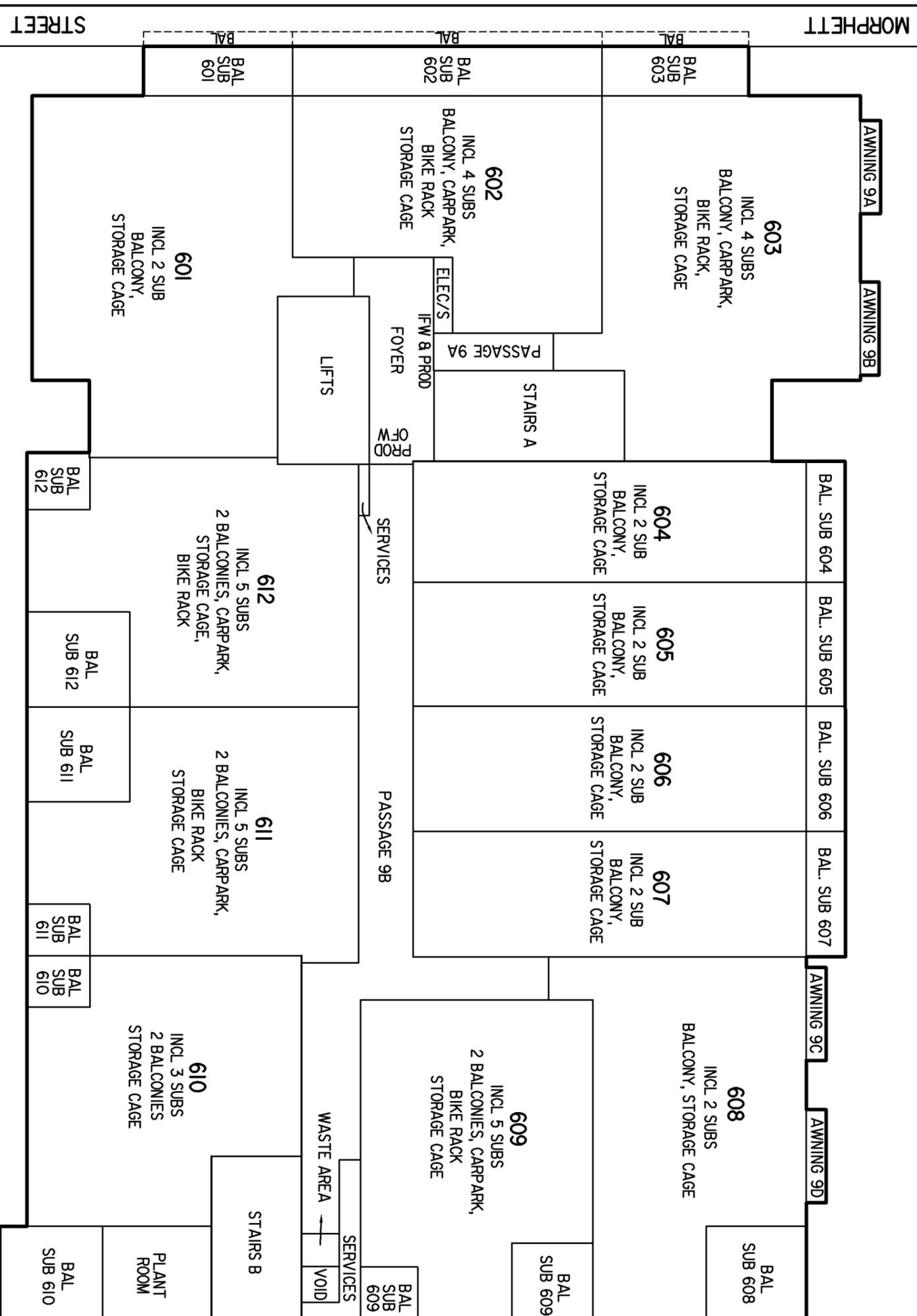
Reference 21242-2-3 Dwg No. 21242SC2-16

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 11 OF 24

55037_pland_10_V02_Version_8



C40472

LEVEL NINE PLAN (SIXTH FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP

ALL COMMON BOUNDARIES BETWEEN
 ADJOINING LOT SUBSIDIARIES
 LABELED AS BAL (BALCONY) ARE TO
 THE CENTRELINE OF FENCE

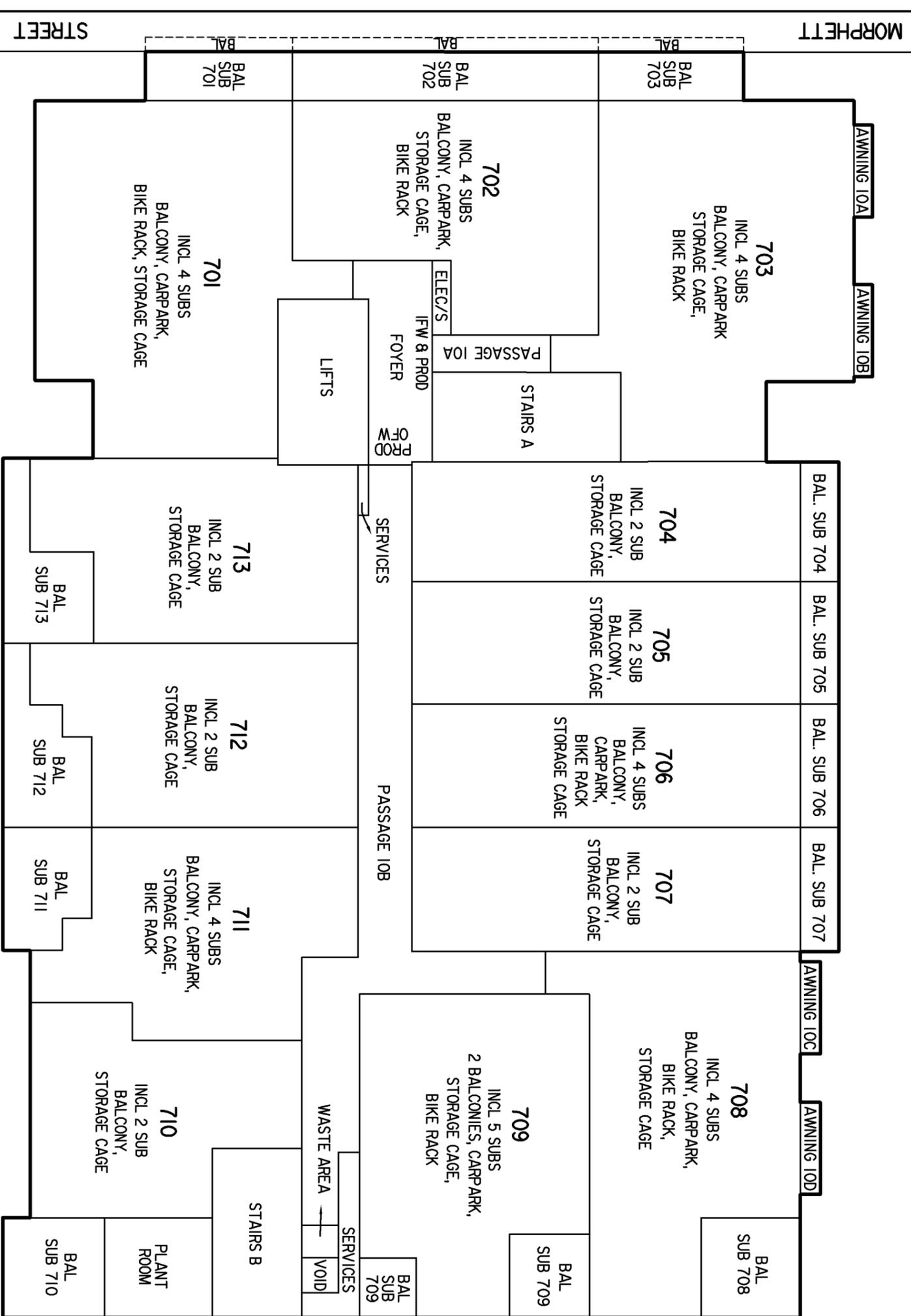
THE LOT SUBSIDIARIES SHOWN AS
 BALCONIES ARE LIMITED IN HEIGHT TO
 3.0 METRES ABOVE THE FINISHED FLOOR
 LEVEL UNLESS LIMITED IN HEIGHT TO THE
 UNDERSIDE OF OVERHANGING STRUCTURES
 BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

C40460

SHEET 12 OF 24

55037_pland_11_V02_Version_8

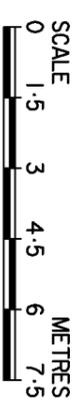


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL TEN PLAN (SEVENTH FLOOR RESIDENTIAL)



FYFE PTY LTD

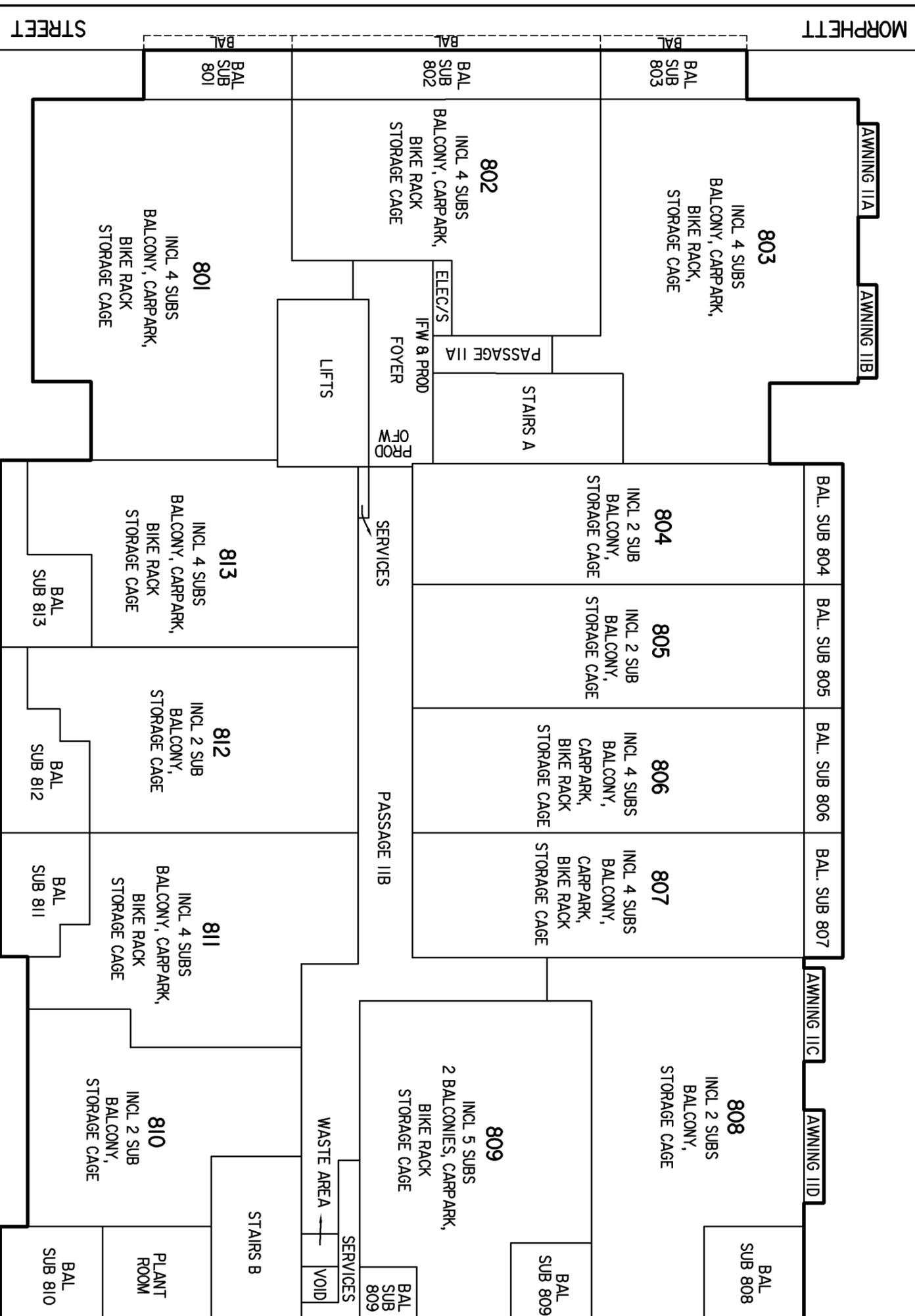
SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40472

C40460

SHEET 13 OF 24

55037_pland_12_V02_Version_8



C40472



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL ELEVEN PLAN (EIGHTH FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-16
REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 14 OF 24

55037_pland_13_V03_Version_8

SUBSTITUTE SHEET

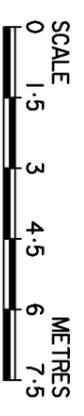
ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE



THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

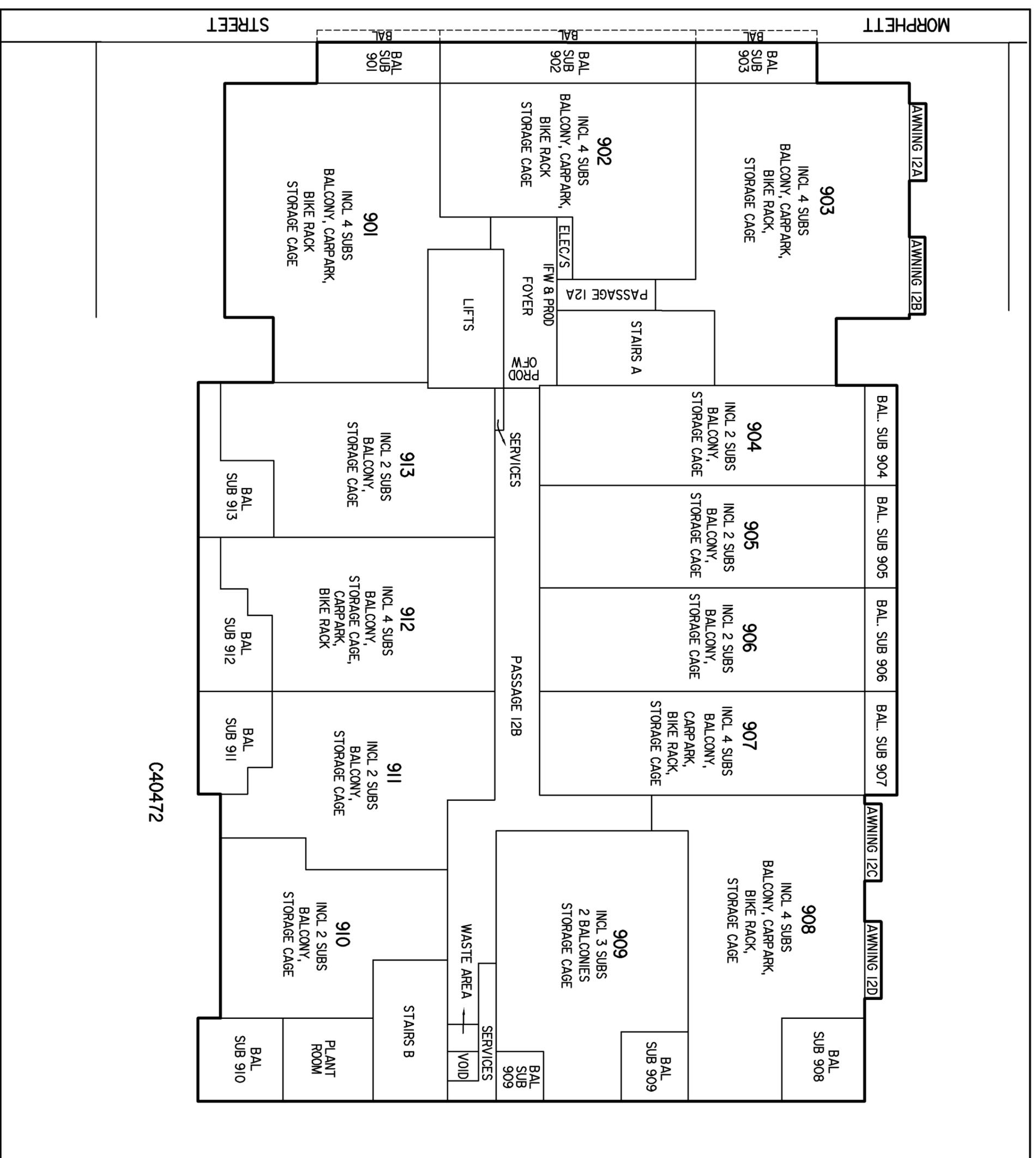
ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL TWELVE PLAN (NINTH FLOOR RESIDENTIAL)



FYFE PTY LTD SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-4-1 Dwg No. 21242SC2-17
REV 7 DATE 24/10/2016 DR GGV SVY MRP



C40460

SHEET 15 OF 24

55037_pland_14_V02_Version_8



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL THIRTEEN PLAN (TENTH FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS

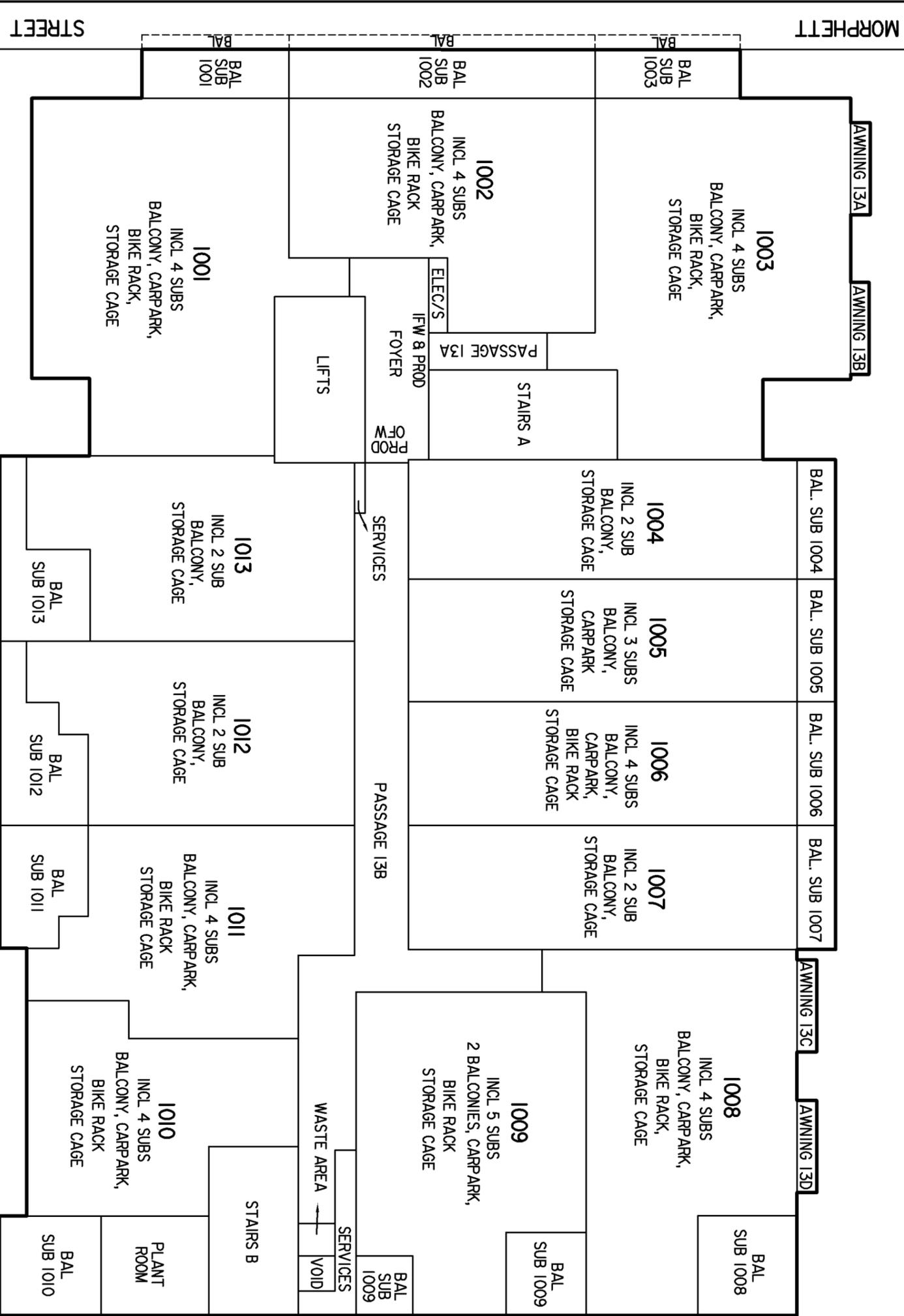
80 FLINDERS STREET ADELAIDE SA 5000

PHONE (08) 8201 9600 FAX (08) 8201 9660

www.fyfe.com.au ABN 57 008 116 130

Reference 21242-2-3 Dwg No. 21242SC2-16

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

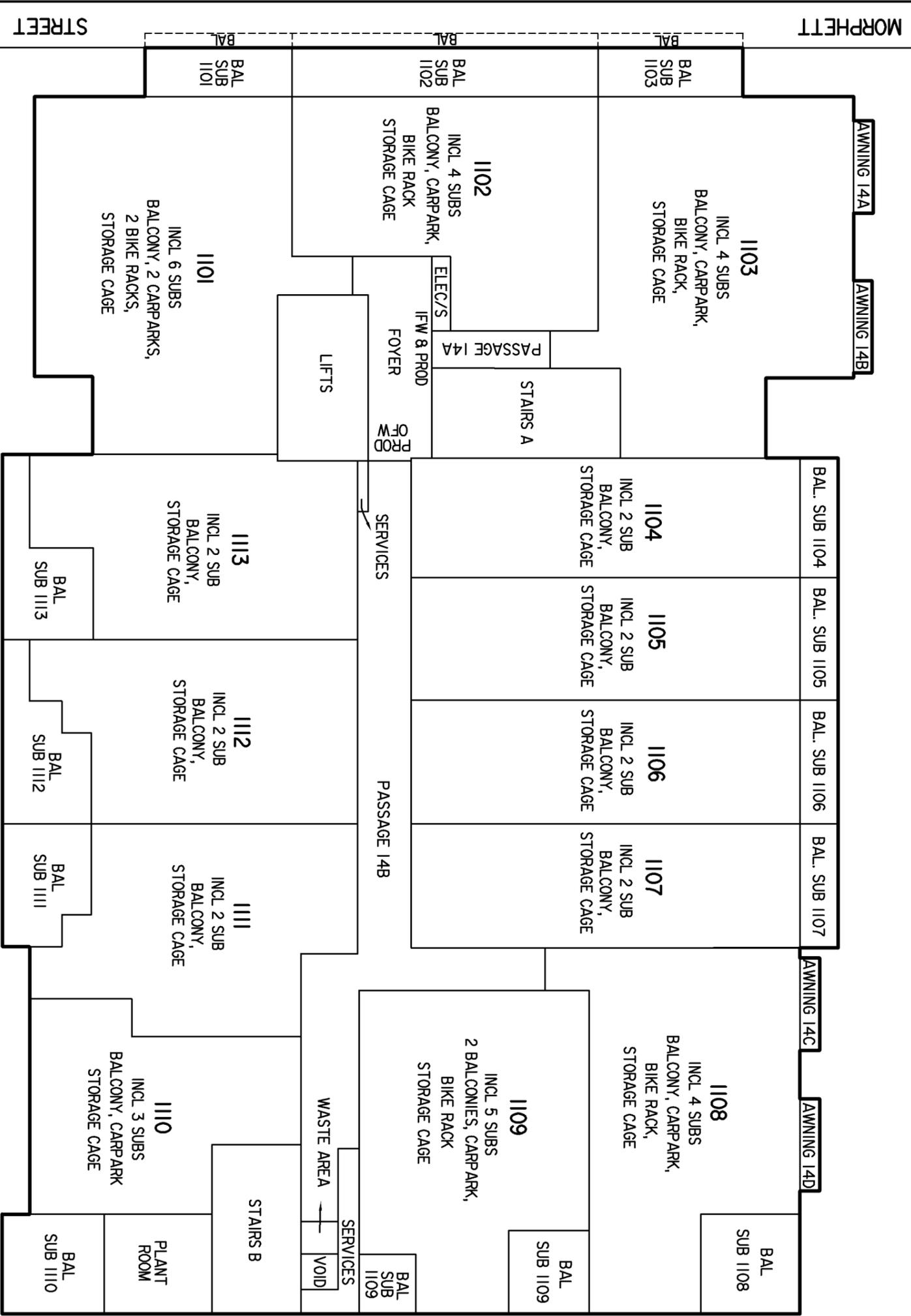


C40472

C40460

SHEET 16 OF 24

55037_pland_15_V02_Version_8



C40472

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL FOURTEEN PLAN (ELEVENTH FLOOR RESIDENTIAL)

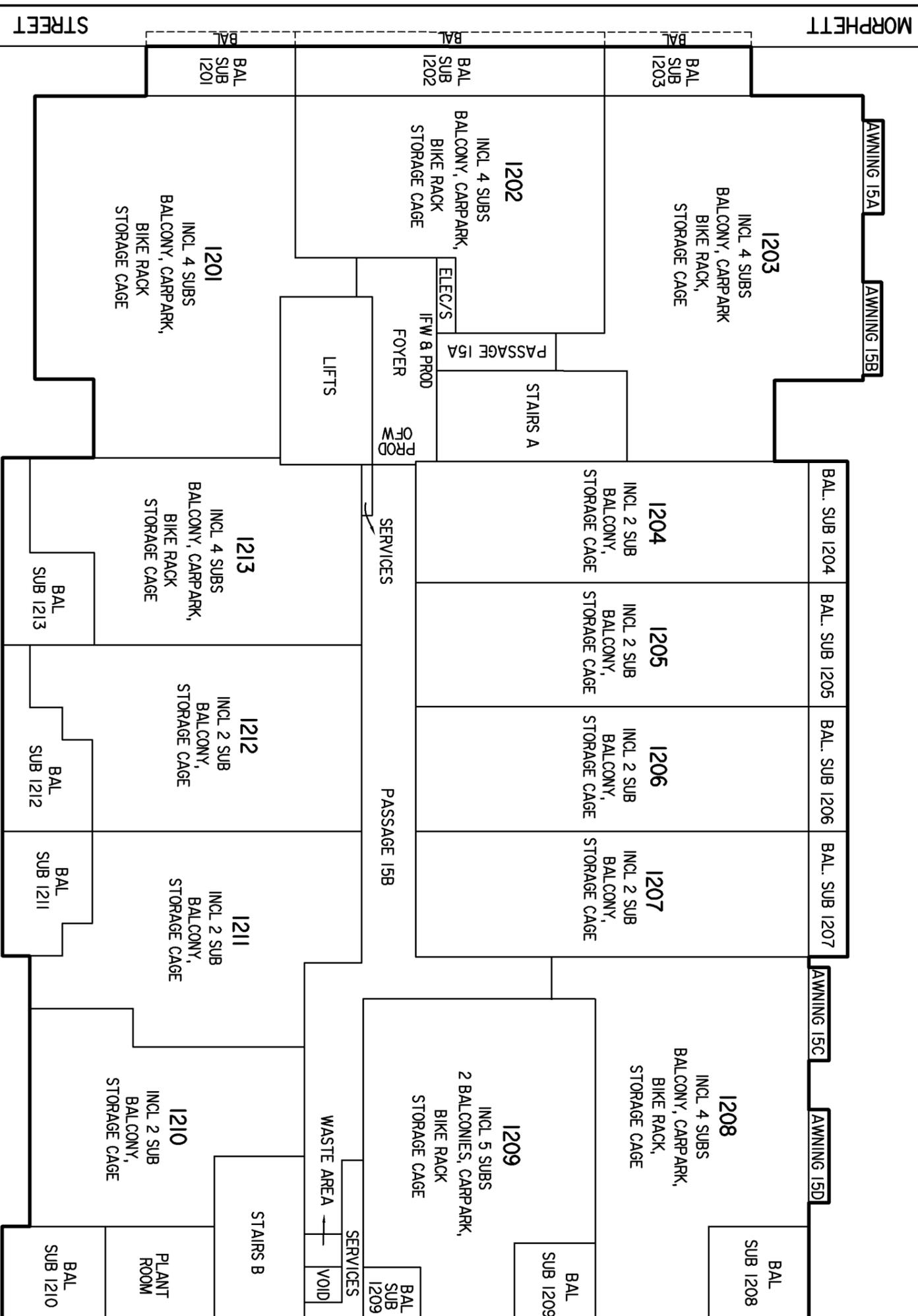


FYFE PTY LTD
 SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 17 OF 24

55037_pland_16_V02_Version_8



C40472

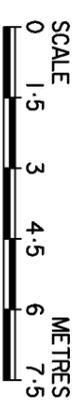


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL FIFTEEN PLAN (TWELFTH FLOOR RESIDENTIAL)



FYFE PTY LTD
SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-16
REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 18 OF 24

55037_pland_17_V03_Version_8

SUBSTITUTE SHEET

ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE



THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

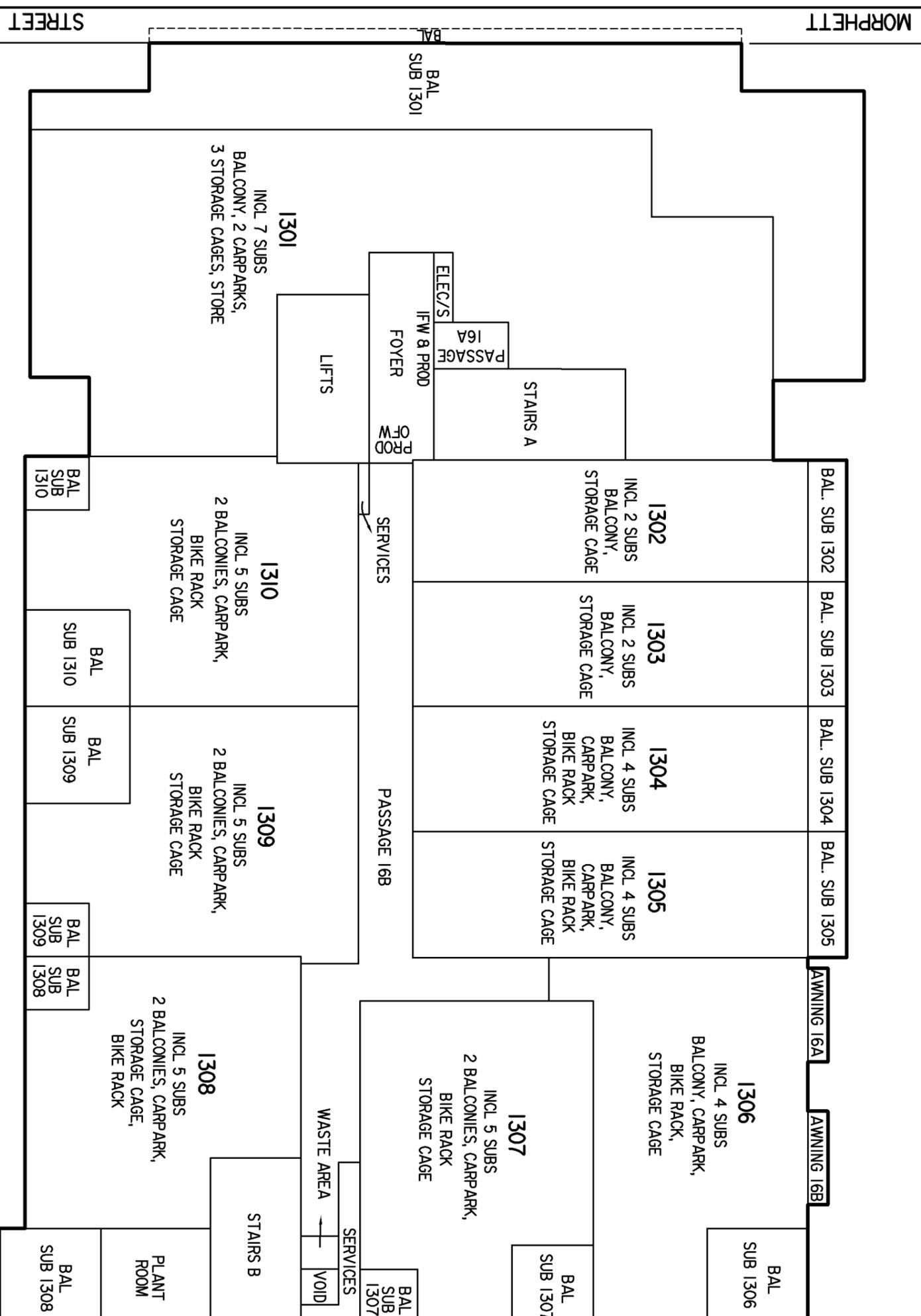
ELEC/S DENOTES ELECTRICAL SERVICES
BAL DENOTES BALCONY
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
OFW DENOTES OUTSIDE FACE OF WALL

LEVEL SIXTEEN PLAN (THIRTEENTH FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS
80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-4-1 Dwg No. 21242SC2-17
REV 7 DATE 24/10/2016 DR GGV SVY MRP

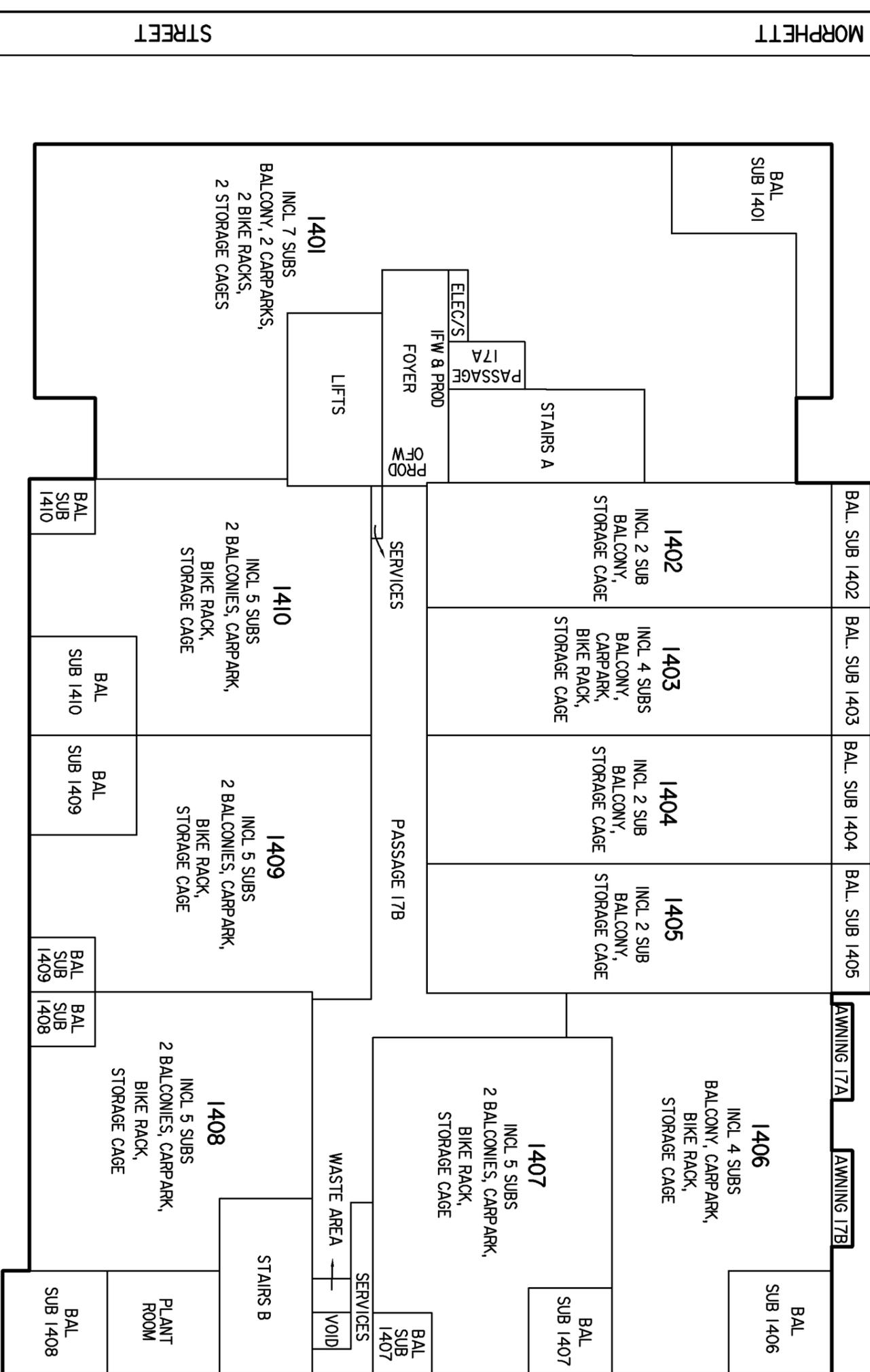


C40472

C40460

SHEET 19 OF 24

55037_pland_18_V02_Version_8



ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL SEVENTEEN PLAN (FOURTEENTH FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP
 QA

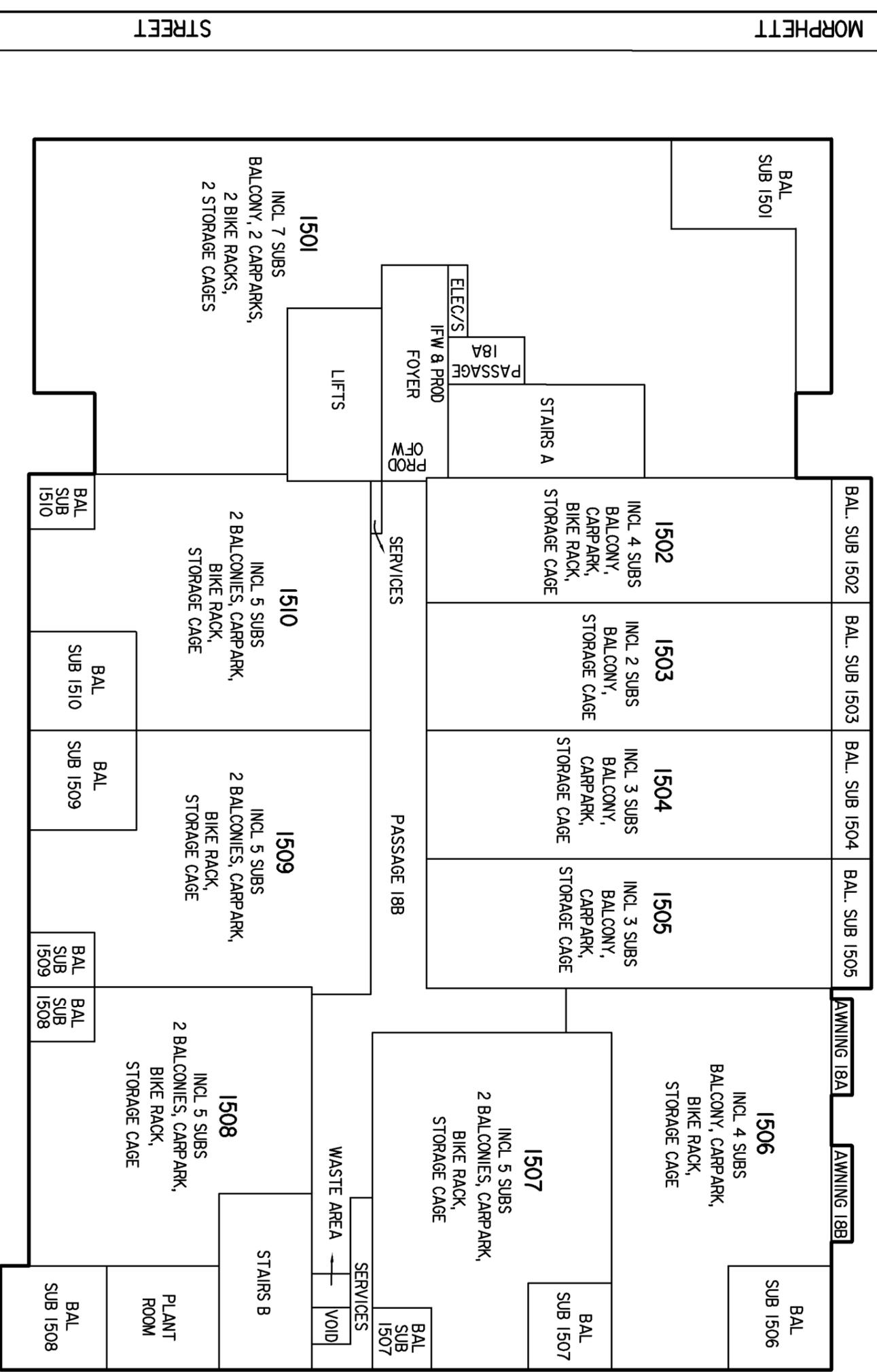
C40472

MORPHETT STREET

C40460

SHEET 20 OF 24

55037_pland_19_V02_Version_8

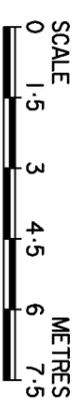


ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS BAL (BALCONY) ARE TO THE CENTRELINE OF FENCE

THE LOT SUBSIDIARIES SHOWN AS BALCONIES ARE LIMITED IN HEIGHT TO 3.0 METRES ABOVE THE FINISHED FLOOR LEVEL UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 3.0 METRES

ELEC/S DENOTES ELECTRICAL SERVICES
 BAL DENOTES BALCONY
 IFW DENOTES INSIDE FACE OF WALL
 PROD DENOTES PRODUCTION
 OFW DENOTES OUTSIDE FACE OF WALL

LEVEL EIGHTEEN PLAN (FIFTEENTH FLOOR RESIDENTIAL)



FYFE PTY LTD

SURVEYORS and ENGINEERS
 80 FLINDERS STREET ADELAIDE SA 5000
 PHONE (08) 8201 9600 FAX (08) 8201 9660
 www.fyfe.com.au ABN 57 008 116 130
 Reference 21242-2-3 Dwg No. 21242SC2-16
 REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40472

MORPHETT STREET

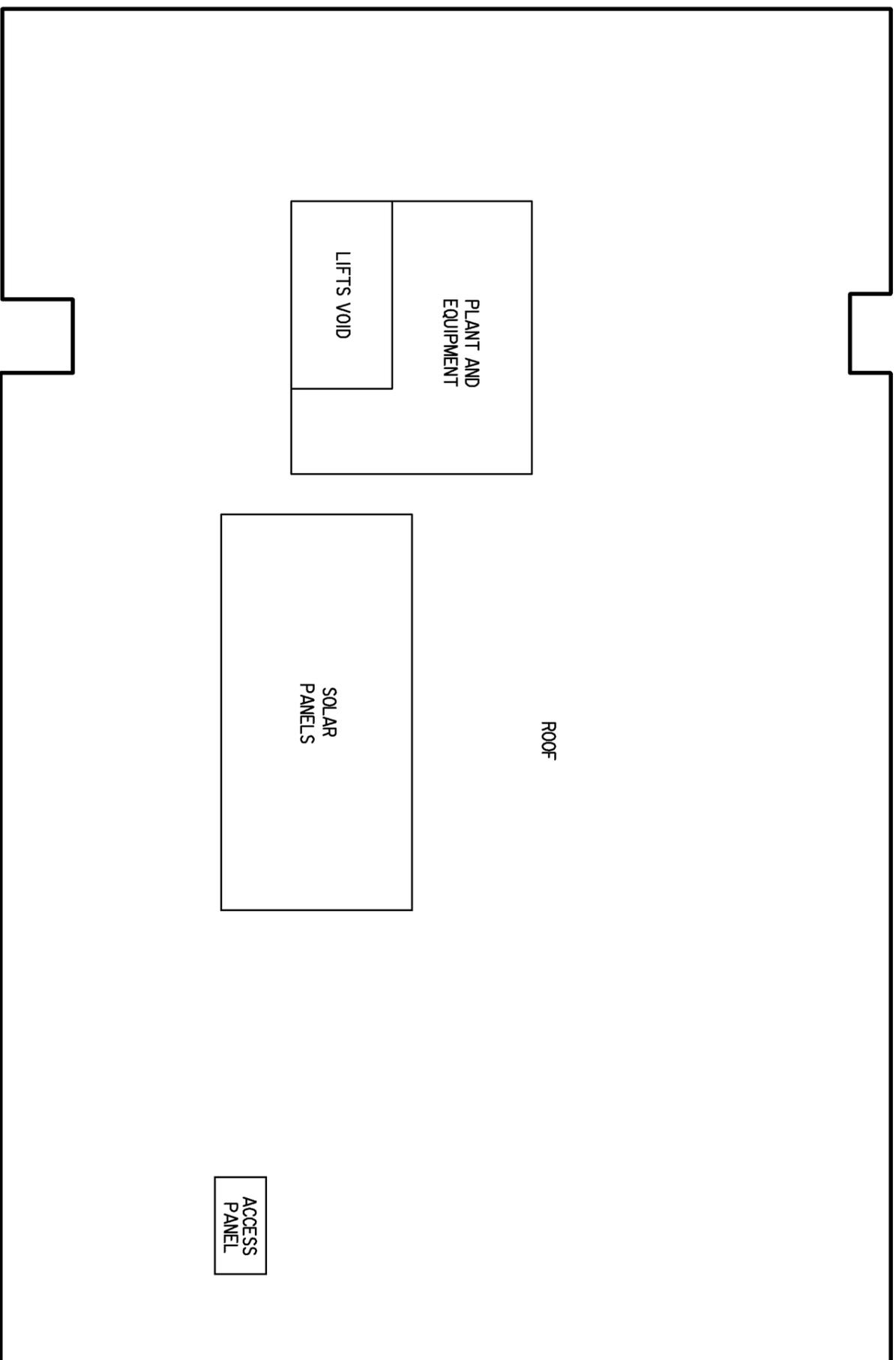
C40460

SHEET 21 OF 24

55037_pland_20_V02_Version_8

MORPHETT

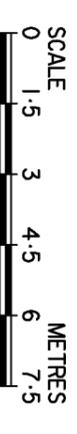
STREET



C40472



LEVEL NINETEEN PLAN (ROOF)



FYFE PTY LTD

SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000

PHONE (08) 8201 9600 FAX (08) 8201 9660

www.fyfe.com.au ABN 57 008 116 130

Reference 21242-2-3 Dwg No. 21242SC2-16

QA REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 22 OF 24

55037_pland_21_V02_Version_8

ENLARGEMENT J22



LOT SUBSIDIARIES SHOWN AS STORAGE CAGE ARE FULLY ENCLOSED

S CAGE DENOTES STORAGE CAGE
STT DENOTES STRAIGHT
PROD DENOTES PRODUCTION

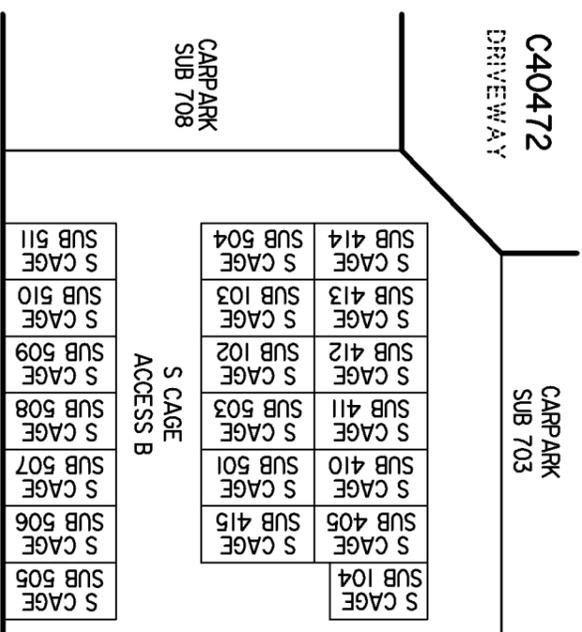
ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE) ARE TO THE CENTRELINE OF FENCE



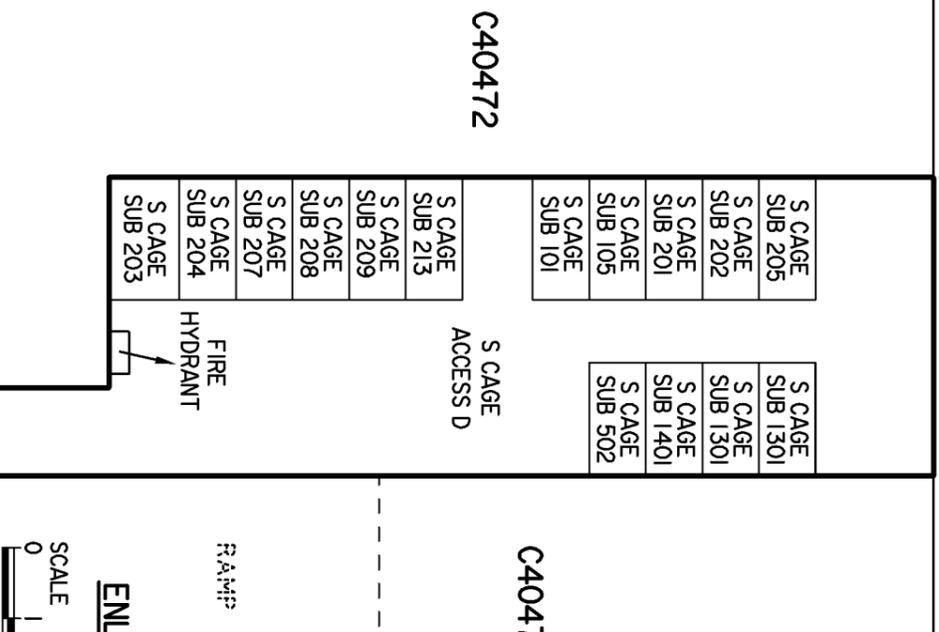
ENLARGEMENT A22



C40472



C40472



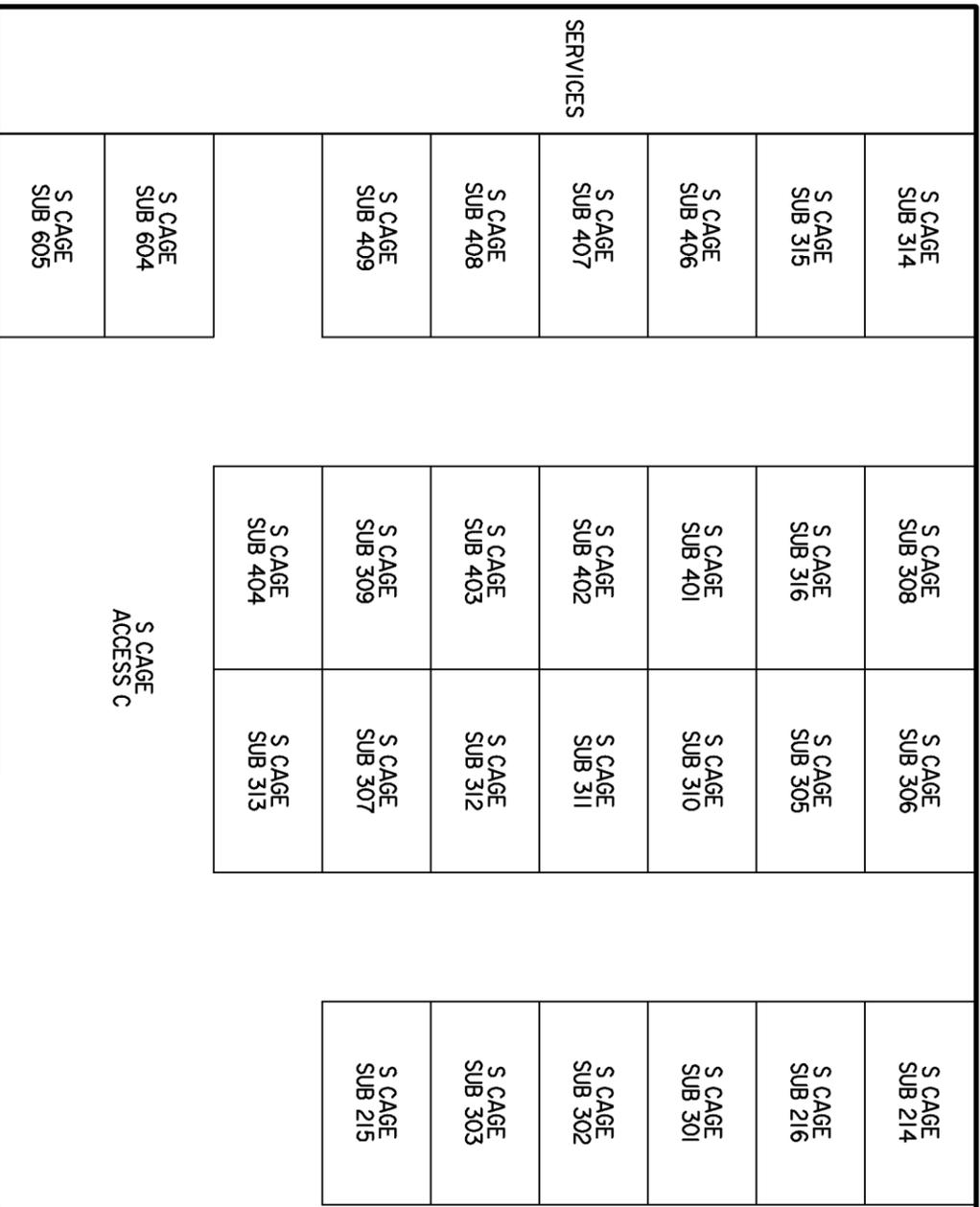
C40472

RAMPS

ENLARGEMENT B22



SERVICES



FYFE PTY LTD

SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000
PHONE (08) 8201 9600 FAX (08) 8201 9660
www.fyfe.com.au ABN 57 008 116 130
Reference 21242-2-3 Dwg No. 21242SC2-16
REV 6 DATE 28/04/2016 DR GGV SVY MRP

C40460

SHEET 23 OF 24

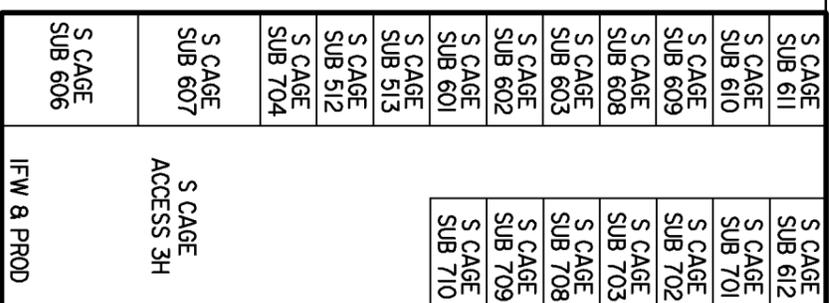
55037_pland_22_V02_Version_8

LOT SUBSIDIARIES SHOWN AS STORAGE
CAGE ARE FULLY ENCLOSED

ELEC/S DENOTES ELECTRICAL SERVICES
S CAGE DENOTES STORAGE CAGE
IFW DENOTES INSIDE FACE OF WALL
PROD DENOTES PRODUCTION
STT DENOTES STRAIGHT

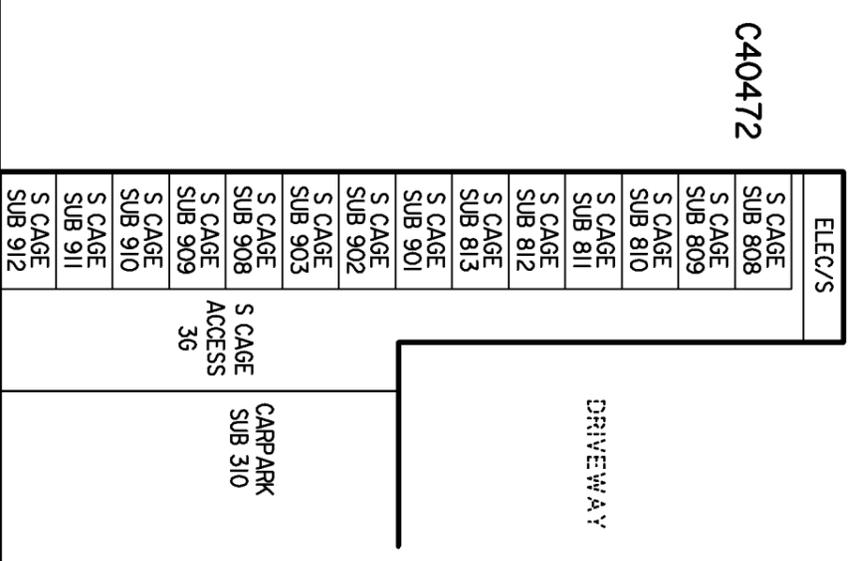
ALL COMMON BOUNDARIES BETWEEN ADJOINING LOT
SUBSIDIARIES LABELED AS S CAGE (STORAGE CAGE)
ARE TO THE CENTRELINE OF FENCE

LIFTS



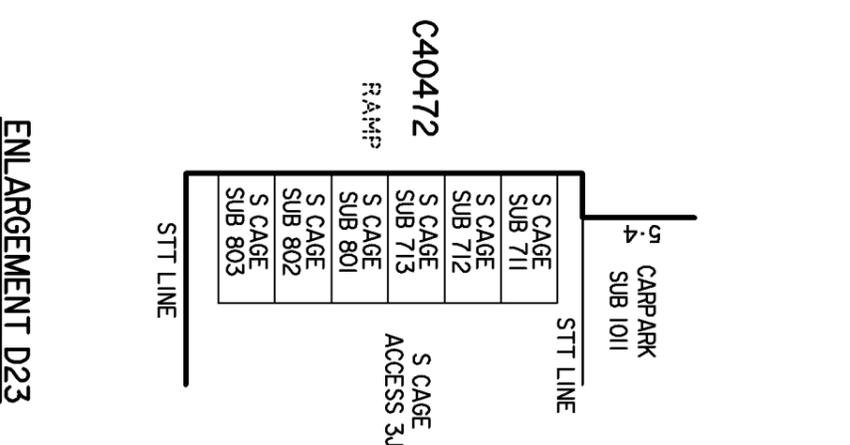
C40472

ENLARGEMENT C23



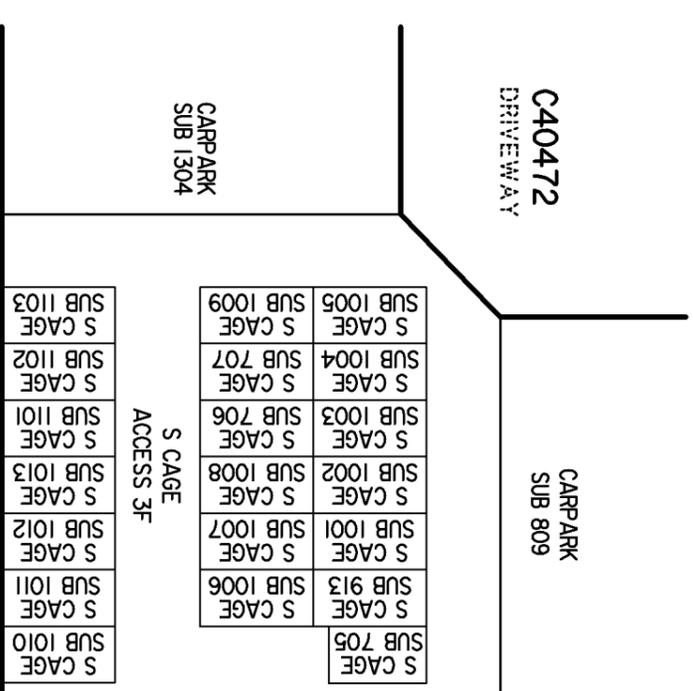
C40472

ENLARGEMENT E23



C40472

ENLARGEMENT D23



C40472

C40472

ENLARGEMENT K23



FYFE PTY LTD

SURVEYORS and ENGINEERS

80 FLINDERS STREET ADELAIDE SA 5000

PHONE (08) 8201 9600 FAX (08) 8201 9660

www.fyfe.com.au ABN 57 008 116 130

Reference 21242-2-3 Dwg No. 21242SC2-16

REV 6 DATE 28/04/2016 DR GGV SVY MRP

QA

LOT ENTITLEMENT SHEET

SUBSTITUTION SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED	LOT	LOT ENTITLEMENTS	SUBDIVIDED
101	58		311	52	
102	35		312	43	
103	26		313	46	
104	26		314	28	
105	59		315	28	
201	64		316	40	
202	39		401	66	
203	27		402	59	
204	27		403	28	
205	66		404	28	
206	36		405	77	
207	27		406	29	
208	27		407	29	
209	27		408	28	
210	52		409	29	
211	54		410	54	
212	43		411	56	
213	47		412	44	
214	32		413	46	
215	32		414	52	
216	44		415	46	
301	63		501	45	
302	42		502	54	
303	27		503	58	
304	27		504	66	
305	76		505	45	
306	27		506	60	
307	28		507	59	
308	28		508	53	
309	34		509	62	
310	59		510	45	

COMMUNITY PLAN NUMBER

C 40460

SHEET 1 OF 3

ACCEPTED

Mark Cecil 5/15/16
PRO REGISTRAR-GENERAL

DEV. No. 020 : 0031 : 16

LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED	LOT	LOT ENTITLEMENTS	SUBDIVIDED
511	44		804	41	
512	44		805	40	
513	45		806	46	
601	72		807	45	
602	64		808	65	
603	76		809	64	
604	39		810	45	
605	41		811	54	
606	39		812	47	
607	41		813	53	
608	65		901	81	
609	62		902	66	
610	58		903	79	
611	64		904	41	
612	65		905	41	
701	84		906	41	
702	64		907	46	
703	72		908	69	
704	40		909	61	
705	41		910	45	
706	45		911	48	
707	41		912	53	
708	65		913	48	
709	64		1001	81	
710	45		1002	66	
11	54		1003	79	
712	47		1004	34	
713	48		1005	41	
801	79		1006	46	
802	64		1007	41	
803	78		1008	68	

COMMUNITY PLAN NUMBER

C 40460

SHEET 2 OF 3

ACCEPTED

Mak Willis 5/15/16
PRO REGISTRAR-GENERAL

DEV. No. 020 : 0031 : 16

LOT ENTITLEMENT SHEET

3RD SUBSTITUTION SHEET

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED	LOT	LOT ENTITLEMENTS	SUBDIVIDED
1009	66		1301	205	
1010	45		1302	37	
1011	54		1303	47	
1012	48		1304	47	
1013	48		1305	47	
1101	81		1306	67	
1102	67		1307	67	
1103	81		1308	68	
1104	41		1309	70	
1105	41		1310	70	
1106	42		1401	180	
1107	42		1402	42	
1108	70		1403	47	
1109	66		1404	42	
1110	51		1405	42	
1111	49		1406	72	
1112	48		1407	67	
1113	48		1408	68	
1201	81		1409	70	
1202	67		1410	70	
1203	76		1501	186	
1204	42		1502	47	
1205	42		1503	47	
1206	42		1504	46	
1207	42		1505	46	
1208	66		1506	68	
1209	67		1507	68	
1210	46		1508	74	
1211	49		1509	72	
1212	48		1510	72	
1213	54				
			AGGREGATE	10000	

COMMUNITY PLAN NUMBER

C 40460

SHEET 3 OF 3

ACCEPTED

Mak Melillo 5/5/2016

PRO REGISTRAR-GENERAL

DEV. No. 020 : 0031 : 16

CERTIFICATE OF LAND VALUER

I **Zac Vartuli** being a land valuer within the meaning of the Land Valuers Act 1996 certify that the schedule is correct for the purposes of the Community Titles Act 1996

Dated the 30th day of June 2018



Signature of Land Valuer



Certificate of Insurance

ABN 29 008 096 277

Shane Bjordal
Community Corporation 40472 Inc
C/- Whittles Strata Management
P.O. Box 309
KENT TOWN SA 5071

Date: 16.04.2025
Invoice No: I4766049

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 Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
12 Tucker Street
ADELAIDE SA 5000

Period 31.03.2025 to 31.03.2026

Policy No. SRSC22001801

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 40472 Inc
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Community Corporation 40472 Inc - Primary
Community Corporation 40460 Inc - Secondary

SITUATION:

176 Morphett Street, ADELAIDE SA 5000

INTEREST INSURED:

Building Sum Insured	\$	77,980,000
Common Contents Sum Insured	\$	779,800
Loss of Rent/Temporary Accommodation	\$	11,697,000

Catastrophe/Emergency Cover 30 %

Flood	Insured
Storm Surge	Not Insured

Glass Insured

Theft Insured

Public Liability \$ 30,000,000

Voluntary Workers Insured

Weekly Benefit \$ 2,000

Capital Benefit \$ 200,000

Fidelity \$ 100,000

Office Bearers Liability \$ 1,000,000

Machinery Breakdown \$ 100,000

Government Audit Costs \$ 25,000

Appeal expenses - common property health and safety breaches \$ 100,000

Legal Defence Expenses \$ 50,000

Lot owners fixtures and fixings \$ 300,000

Floating floors Insured

Loss of Market Value Not Insured

Workers Compensation (ACT, WA & TAS ONLY) Not Insured

EXCESS:

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 40472 Inc
Residential Strata/Community Corporation

Standard Excess	\$2,500
Any claim relating to Aluminium Cladding	\$50,000
Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater	\$10,000
Machinery Breakdown	\$2,500
Flood Excess	\$2,500
Storm Surge Excess	Not Applicable
Public Liability Excess	NIL
Voluntary Workers Excess	NIL
Fidelity Excess	NIL
Office Bearers Liability Excess	NIL
Machinery Breakdown Excess	\$2,500
Government Audit Excess	NIL
Appeal Expenses Excess	NIL
Legal Defence Expenses Excess	\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording	

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

General Exclusion - Replacement of Undamaged ACP Cladding

It is noted and agreed that coverage is amended as follows:

(a) The following is added to the section of the PDS & Policy Wording titled General exclusions:

Aluminium Composite Panel (ACP) Cladding any undamaged portion of ACP cladding forming part of Your Insured Property, notwithstanding the definition of the term Replacement in the section of the PDS & Policy Wording titled General definitions.

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	2017
Primary Wall Construction	Concrete
Secondary Wall Construction	Not Applicable
Roof Construction	Concrete
Floor Construction	Concrete
Aluminium Composite Panels	Yes
Primary External Cladding: Alucobond	
Secondary External Cladding: N/A	
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	Yes

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 40472 Inc
Residential Strata/Community Corporation

Sprinkler systems in the complex units? Yes
Fire hose reels located throughout the complex? No

Number of Units	188
Number of Levels	19
Number of Basements	0
Number of Lifts	2
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	YES%

Refer additional construction notes

Additional Construction Comments:

Known as "Vision on Morphett" Primary -
2 commercial & 1 residential units
Secondary - 185 residential units Cladding less than 5%
The building is fully sprinklered including any balcony areas



Residential Strata PDS & Policy Wording



**STRATA COMMUNITY
INSURANCE**



Contents

Product Disclosure Statement	4	Policy Wording:	
Residential Strata Community	12		
Insurer	5	Important information	13
Authority to act for Us	5	What makes up this Policy	13
About Strata Community Insurance Agencies Pty Ltd	5	Payment of Premium	13
What You should read	6	Payment by Instalment	13
Summary of cover, significant benefits and risks	6	Adjustments on renewal	13
Other important information	8	Instalment payments	14
Monetary limits on cover	8	Loyalty discount	14
Review Your sums insured regularly	8	You must disclose all previous claims	14
Payment of Excesses	8	Claims procedures	14
Goods and Services Tax (GST) Notice	9	Acts or omissions of Your Strata Community Manager	15
Applying for cover	9	Cancelling Your Policy	15
The cost of this insurance	9	Goods and Services Tax (GST) Notice	15
Cooling off period	9	General conditions	16
Your duty of disclosure	9	General exclusions	17
The General Insurance Code of Practice	9	General definitions	17
How to make a claim	10	Section 1 - Insured Property	22
Complaints	10	What We cover	22
Privacy Notice	10	Section 1 - Part A	22
Updating Our Product Disclosure Statement	11	Section 1 - Part B	25
Financial Claims Scheme	11	Section 1 - Part C	27
Terrorism Insurance Act	11	Optional Covers	28
Further information and confirmation of transactions	11	Exclusions - what We do not cover under Parts A, B and C	28
		Claims - basis of settlement	29
		Special provisions	30
		Special conditions	30
		Section 2 - Liability to others	31
		What We cover	31
		Exclusions - what We do not cover	32
		Special conditions	33
		Special definitions	33

Section 3 - Voluntary Workers	34	Section 9 - Government audit costs and legal expenses	45
What We cover	34	Section 9 - Part A: Government audit costs	45
Events	34	What We cover	45
Exclusions - what We do not cover	34	Exclusions - what We do not cover	45
Special conditions	35	Special conditions	45
Special definitions	35	Section 9 - Part B: Appeal expenses - health and safety breaches	46
Section 4 - Workers compensation	36	What We cover	46
What We cover	36	We will not pay:	46
Special provision	36	Section 9 - Part C: Legal defence expenses	46
We do not cover	36	What We cover	46
Section 5 – Fidelity guarantee	37	Excess and Contribution	47
What We cover	37	Exclusions - what We do not cover under Part C	47
Exclusions - what We do not insure	37	Special conditions that apply to Part C	47
Special definition	37	Special definitions	48
Section 6 - Office Bearers Liability	38	Section 10 - Lot Owners' Fixtures and Improvements	50
What We cover	38	What We cover	50
Exclusions - what We do not cover	38	Claims - basis of settlement	50
Special conditions	39	Special definition	50
Special definitions	40	Section 11 - Loss of Lot market value	51
Section 7 - Machinery breakdown	41	What We cover	51
What We cover	41	Special conditions	51
Section 7 - Part A	41	Special definitions	51
Section 7 - Part B	41		
Exclusions - what We do not cover	41		
Claims - basis of settlement	42		
Special conditions	42		
Special definitions	42		
Section 8 - Catastrophe insurance	43		
What We cover	43		
Section 8 - Part A	43		
Section 8 - Part B	43		
Claims - basis of settlement	44		
Special provisions	44		
Special conditions	44		
Special definitions	44		



Product Disclosure Statement

This Product Disclosure Statement (PDS) operates as a PDS under the *Corporations Act 2001 (Cth)*.

The information in this PDS is of a general nature only and has not considered Your objectives, financial situation or needs. Therefore it is important that You read it carefully and in conjunction with the Policy Wording to ensure You have the cover that is right for You.

In this PDS some words that begin with a capital letter have a special meaning and their meaning is defined in General Definitions commencing on page 17.

Insurer

The Policy is underwritten by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of GPO Box 9870 Melbourne VIC 3000 except for workers compensation cover, if any, in some States in Australia.

When cover for workers compensation is selected by You, and shown as selected, it is provided in those States, as follows:

- (a) in New South Wales, by Allianz Australia Workers' Compensation (NSW) Limited ABN 17 003 087 545, GPO Box 5429, Sydney, NSW, 2000, authorised agent for icare NSW.
- (b) in Victoria, by Allianz Australia Workers' Compensation (Victoria) Limited ABN 98 059 835 791, GPO Box 9870, Melbourne, VIC, 3000, authorised agent of WorkSafe Victoria.

Please refer to **Section 4**. No workers compensation cover is provided in Queensland or South Australia.

The preparation date of the PDS is 1 February 2021.

Authority to act for us

Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 (Strata Community Insurance) have been given a binding authority by Us to market, underwrite, settle claims and administer this Policy on Our behalf.

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

Under the terms of this binding authority Strata Community Insurance act as Our agent, and not Yours, and liability within the terms and conditions of the Policy remains at all times with Us.

About Strata Community Insurance Agencies Pty Ltd

Strata Community Insurance is an insurance intermediary and holds an Australian Financial Service licence (AFS Licence No. 457787) to issue and advise on general insurance products. Their founders bring four decades of experience across six different countries and have assembled some of the leading strata insurance experts in this country. Such experience ensures that their products are innovative and provide comprehensive financial protection over Your insurable assets and liabilities.

What You should read

This Product Disclosure Statement (PDS) is an important document to help You understand this insurance, and Your rights and obligations under it. Please read it carefully before making a decision to purchase this Policy to ensure it provides the cover You need.

You should also carefully read:

- the Policy Wording that commences on page 12. It tells You about:
 - what makes up the insurance (i.e. Your contract with Us which We call a Policy);
 - important definitions that set out what We mean by certain words;
 - the cover We can provide under Sections 1 to 11;
 - what Excesses You may have to pay (see ‘Payment of Excesses’ below);
 - when You are not insured (see General Exclusions and other exclusions under Sections 1 to 11);
 - what You and We need to do in relation to claims (see “Claims procedures” in the Policy Wording and “Claims - basis of settlement” in Sections 1, 7, 8 and 10);
 - Your and Our cancellation rights (see “Cancelling Your Policy” in the Policy Wording).
- the relevant proposal form You, if so requested, need to complete to apply for cover;
- any Schedule (see definition under General Definitions in the Policy Wording) when it is issued to You; and
- any other documents (for example Supplementary PDSs or Endorsements) We may give You at or prior to Your entry into the Policy or when required or permitted by law that vary Our standard terms of cover set out in this document.

Summary of cover, significant benefits and risks

This Policy includes 11 separate Sections which allow You to select covers, and within each Section there are options which You can also select, subject to Strata Community Insurance agreeing to provide those covers.

The following is a summary only and as such does not form part of the terms of Your insurance. The examples detailed herein are some of the benefits and risks but You do need to read the Policy Wording which details the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

Claims Made Notice

Section 6 of the Policy operates on a ‘claims made and notified’ basis. This means that, subject to the provisions of **Section 6**, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

What You are covered for / not covered for

Section 1 - Insured Property

Section 1 covers Loss or Damage to Your Insured Property (Building and Common Area Contents) which occurs during the Period of Insurance and includes additional covers up to specified limits, for example:

Under Part A -

- Storm damage to gates and fences;
- Tsunami damage to Your Insured Property;
- architects and professional fees, removal of debris;
- up to \$100,000 for building alterations, additions or renovations;
- up to \$10,000 for an arson, theft, vandalism or malicious damage conviction;
- Fusion of electric motors up to \$5,000;
- up to \$50,000 for rewriting or reconstructing Your records;

Under Part B -

- the cost of Temporary Accommodation (Lots occupied by a Lot Owner) and loss of Rent (Common Area and Lots leased to a Tenant);

Under Part C -

- up to \$1,500 a Lot for emergency accommodation incurred by Lot Owners and/or Tenants if their Lot becomes unfit for its intended purpose by an insured Event;
- up to \$2,000 a Lot for Lot Owners’ contributions, levies, maintenance and other fees if their Lot becomes unfit for its intended purpose by an insured Event;

- up to \$1,000 a Lot for the cost of boarding pets following insured damage.



Some Events We do not cover include:

- *Loss or Damage caused by Flood unless You take Optional Cover;*
- *by the sea, high water or tidal wave other than if caused by a Tsunami;*
- *Loss or Damage caused by the invasion of tree or plant roots or the cost of cleaning pipes or drains they block;*
- *Loss or Damage to Your Building directly resulting from alterations, additions or renovations where the value of such work exceeds \$500,000 unless We have otherwise agreed before the commencement of such work.*

Section 2 - Liability to others

Section 2 covers Your legal liability to others for accidental death, bodily injury, or Loss or Damage to property that happens during the Period of Insurance.

Section 3 - Voluntary Workers

Section 3 provides benefits that are payable to a Voluntary Worker who sustains bodily injury while engaged in voluntary work or duties for Your Strata Community. These benefits include:

- \$200,000 for death, or loss of the use of two hands, two feet or two eyes;
- \$100,000 for loss of the use of one hand, one foot or one eye;
- up to \$2,000 a week for lost income if totally disabled from engaging in his/her usual employment or business;
- up to \$1,000 a week for lost income if partially disabled from engaging in his/her usual employment or business;
- up to \$500 a week for domestic assistance if totally disabled from engaging in his/her usual employment or business or usual household duties.



Some Events We do not cover include:

- *weekly benefits to Voluntary Workers not in receipt of wages, salaries or other remuneration from their own personal exertion;*
- *weekly benefits in excess of 104 weeks for lost income or 10 weeks for domestic assistance;*
- *a Voluntary Worker under the age of 12 years;*
- *intentional self-injury or suicide or any attempt thereat.*

Section 4 - Workers compensation

Section 4 covers Your legal liability to employees under workers compensation legislation if Your Insured Property is situated in NSW, VIC, NT, ACT, TAS and WA. No workers compensation cover is provided in Queensland or South Australia.

Section 5 - Fidelity guarantee

Section 5 provides cover against the fraudulent misappropriation of Your Funds.

Section 6 - Office bearers liability

Section 6 covers the legal liability of Strata Community office holders and committee members for any wrongful act they commit. This Section is issued on a claims made basis which means it responds to claims first made against You during the Period of Insurance and notified to Us during that same period.

Section 7 - Machinery breakdown

Section 7 provides cover against the breakdown of electrical, electronic and mechanical plant.

Section 8 - Catastrophe insurance

Section 8 covers the unforeseen increase in the Replacement cost of Your Building following the happening of a catastrophe from an event for which the Insurance Council of Australia issues a catastrophe code.

Other benefits include:

- extended period of cover for loss of Rent;
- extended period of cover and escalation in the cost of Temporary Accommodation;
- removal and storage of Your undamaged Insured Property;
- cost of evacuation for resident Lot Owners.



We do not cover Loss or Damage from any Event which is not claimable under Section 1.

Section 9 - Government audit costs and legal expenses

Section 9 provides cover for:

Part A - the cost of professional fees if You are audited by the Australian Tax Office or another government organisation;

Part B - the cost of appealing against common property health and safety breaches;

Part C - the cost of defending specific litigation (see pages 46-49) brought against You other than as covered under Sections 2 and 6. A special Excess and contribution payment applies to Part C and You should refer to the examples contained on page 47.

Section 10 – Lot Owners' fixtures and fittings

Lot Owners occasionally replace existing or install additional fixtures and fittings in their Lot without Your Strata Community knowledge.

When this occurs the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This Section 10 covers the Replacement cost of such installations following Loss or Damage covered under **Section 1**. There is a limit to the amount We pay (up to 10% of the Sum Insured) and the cover is also subject to the terms, conditions and exclusions of **Section 1** and the General Exclusions.

Section 11 - Loss of Lot market value

Section 11 covers the reduction in the market value of a Lot or Lots following a total loss or constructive total loss, or partial loss of Your Insured Property when permission to rebuild is limited or restricted by any Public or Statutory Authority that results in all or some Lot titles being terminated.

Please read the appropriate Sections in the Policy Wording for full details of the terms, conditions, exclusions and limits that apply to all sections and how We settle claims.

Other important information

Some other important things to remember are:

- Keep records such as receipts, invoices or other evidence of ownership and value of property that You insure as proof of ownership and value should You have to make a claim.
- When Your Insured Property is a total loss and We have paid out the total Sum Insured, the cover under **Section 1** ceases. If You rebuild or replace Your Insured Property, You will need to take out new cover and pay the applicable Premium.
- Pay Your Premium on time because if it is not paid by the due date or Your payment is dishonoured, Your Policy may be cancelled in accordance with the process set out in the "Cancelling Your Policy" section. Strata Community Insurance will give You written notice of cancellation.
- Throughout the Period of Insurance and when renewing Your insurance with Us You must advise if circumstances relevant to Your Policy have changed where You know, or ought reasonably to have known, that the change is relevant to Our decision to insure You and the terms on which We will insure You. Strata Community Insurance will notify You in writing of any proposed effect a change may have on Your existing insurance or its renewal. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or Premium, or We are no longer prepared to insure You because there has been a material change to the risk.

Further We may also cancel Your Policy as permitted by law or refuse to pay or reduce the amount We pay under a claim to the extent We are prejudiced by Your non-compliance if You:

- do not comply with the cover conditions as detailed in the Policy Wording;
- do not comply with Your duty of disclosure; or
- make a fraudulent claim.

Monetary limits on cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy Wording or on the Schedule.

Covers for Liability to others, Office Bearers Liability, Machinery Breakdown and Government Audit Costs and Legal Expenses insure You up to a set Sum Insured that is shown on the Schedule.

Review Your sums insured regularly

You need to make sure You are happy with the relevant sum(s) insured and limits.

If You do not adequately insure yourself You may have to bear the uninsured proportion of any loss yourself.

For example, if You don't have a sufficient Sum Insured to replace Your Insured Property at new cost You will bear the shortfall. The cost of demolition and removal of debris from the site, and other costs such as the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the Sum Insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

You should also advise Strata Community Insurance of any changes in the details of the information You have given Us such as alterations or extensions to Your Insured Property. If You do not do so Your insurance may not be sufficient.

Payment of Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay as a contribution to each claim You make under this insurance policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. They may vary according to a number of factors, such as Your risk location and Your insurance history.

Goods and Services Tax (GST) Notice

The Policy Wording part has provisions relating to GST that You should read in full (see Goods and Services Tax on page 15). In summary, they are as follows:

- The amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any administration fee charged by Strata Community Insurance).
- The Sum Insured and other limits of insurance cover shown on Your Policy documentation are GST inclusive.

- When We pay a claim, Your GST status will determine the maximum amount We pay You.

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

Applying for cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sum Insured and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Strata Community Insurance.

The cost of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover required and sum(s) insured;
- the address of Your Insured Property;
- Your insurance history;
- the security features of Your Insured Property.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and Strata Community Insurance's administration fee (see their Financial Services Guide for details).

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

Cooling off period

You have twenty-one (21) days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue with the insurance. If You notify Us in writing within this period that You wish to cancel Your Policy as from its start date, We will refund Your Premium less any government taxes or duties that are non-refundable or remain payable by Us.

This cooling off right does not apply if You have made or are entitled to make a claim.

Even after the cooling off period ends You still have cancellation rights, however We may deduct certain amounts from any refund (see "Cancelling Your Policy" in the Policy Wording).

Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the *Insurance Contracts Act 1984* (Cth), to disclose to Us every matter that You know, or

could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

The General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Strata Community Insurance. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

How to make a claim

You should contact Strata Community Insurance as soon as reasonably possible to advise of any incident that could lead to a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

Having the required documentation and if possible photographs of the items will assist in having Your claim assessed and settled.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us or Strata Community Insurance to inspect Your Insured Property at reasonable times and frequency and take possession of any damaged item for reasonable purposes and in any reasonable manner;
- take all reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police as soon as reasonably possible following theft, vandalism, malicious damage or misappropriation of money or property;
- take reasonable steps to keep any damaged items. To ensure You are covered, please contact Us or Strata Community Insurance for approval before any disposal; and
- not get repairs done, except for essential temporary repairs, until We or Strata Community Insurance give You authority and subject to Our and Strata Community Insurance's right to choose the repairer or supplier. Please contact Us to confirm approval for these costs.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Privacy Notice

Both We and Strata Community Insurance give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

Further information is available in Our Privacy Policy available at <https://www.allianz.com.au/> and the Strata Community Insurance Privacy Policy available at <https://stratacommunityinsure.com.au/>

How We Collect Your Personal Information

We and Strata Community Insurance usually collect Your personal information from You or Your agents. We may also collect it from Our or Strata Community Insurance's agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assisting in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We Collect Your Personal Information

We and Strata Community Insurance collect Your personal information to enable the provision of products and services, including to process and settle claims; make offers of products and services provided by Us or Strata Community Insurance, related companies, brokers, intermediaries, business partners and others that We or Strata Community Insurance have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive such product or service offerings by:

- calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's Privacy section at www.allianz.com.au; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

If You do not provide Your personal information We require, We and Strata Community Insurance may not be able to provide You with our services, including settlement of claims.

Who We Disclose Your Personal Information To

We and Strata Community Insurance may disclose Your personal information to others with whom We or Strata Community Insurance have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, advisers, persons involved in claims, external claims data collectors and verifiers. Disclosure may also be made to parties listed as co-insured on Your Policy, government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed

to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We and Strata Community Insurance regularly review the security of systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information both We and Strata Community Insurance hold about You and seek correction by:

- calling Us on 1300 360 529 EST 8am-6pm, Monday to Friday; or
- with respect to Strata Community Insurance, contacting them using the details on the back cover of this document.

Our and Strata Community Insurance's Privacy Policies contain details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how Your complaints will be dealt with.

Telephone Call Recording

We and Strata Community Insurance may record incoming and/or outgoing telephone calls for training or verification purposes. Where Your telephone call is recorded, You can be provided with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us and/or Strata Community Insurance with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us or Strata Community Insurance otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us, Strata Community Insurance or persons We and/or they have an association with, please contact Us and/or Strata Community Insurance.

Updating Our Product Disclosure Statement

Information in the PDS may need to be updated from time to time. Strata Community Insurance will provide You with a new PDS, Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not correcting a misleading or deceptive statement or omission, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, Strata Community Insurance may provide You with notice of this information in other forms or keep an internal record of such changes. A copy of any updated information is available to You at no cost by calling Strata Community Insurance.

Other documents may form part of the PDS, for example Schedules, Supplementary PDSs and/or Endorsements, and if they do We will tell You before You enter into this Policy and in the relevant document. We may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insured's and claimants in the event of an insurer becoming insolvent and being unable to meet their obligations under a contract of insurance. In the unlikely event of Us becoming insolvent, a person entitled to claim under the Policy may be entitled to payment under the FCS provided they meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

Terrorism Insurance Act

We have determined that the Policy (or part of it) is a policy to which the *Terrorism Insurance Act 2003* (Cth) ("Act") may apply. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the Act) is reflected in the premium charged to You. As with any other part of Our premium, it is subject to government taxes and charges.

Where We determine that the Policy (or part of it) may become a policy to which the Act may apply as a result of indexation of the Sum Insured during the Period of Insurance as provided on page 13 of the PDS, We may also charge You a pro rata premium for the time during the Period of Insurance that the Policy may be a policy to which the Act applies.

Applicable ARPC amounts will be shown separately on the Schedule and are subject to government taxes and charges.

For further information contact Strata Community Insurance.

Further information and confirmation of transactions

If You have any queries, need to clarify any of the information contained in this document or wish to confirm any transaction under Your insurance, please contact Strata Community Insurance using the contact details shown on the back cover of this document. If You need to contact Us, Our address is shown under the 'Insurer' part of this PDS.



Policy Wording: Residential Strata Community

Important information

It is very important that You read the Policy carefully and make sure You are satisfied with this insurance.

What makes up this Policy

This Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in this Policy and You will find their meaning in the General Definitions and individual Section Special Definitions.

Payment of Premium

Provided We receive the Premium, We will insure You as set out in this Policy and the Schedule.

You may elect to pay Your Premium annually in one payment or by instalments.

Payment by Instalment

When You elect to pay Your Premium by instalments by way of a direct debit from Your credit card or financial institution these payments will be deducted on the date or frequency nominated. You must tell Us, not later than seven (7) days before Your next instalment is due, if these details change.

If Your credit card provider or financial institution dishonours a direct debit payment due to lack of funds in Your account, or any other reason. We may charge You for any direct and indirect costs that We incur arising from Your payment being dishonoured.

You must ensure that Your instalments are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.

Adjustments on renewal

Notice

At least fourteen (14) days before Your Policy expires, We will send You a renewal Schedule detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and promptly advise Strata Community Insurance if You wish to vary any of the limits.

Indexation

If Your Insured Property suffers Loss or Damage during the Period of Insurance We will increase Your Sum Insured under **Section 1 Part A - 1** and **2** by reference to the Cordell Housing Index Price (CHIP) increase since the start date of the current Period of Insurance.

On renewal We will increase Your Sums Insured under **Section 1 Parts A and B** and **Section 8** by reference to the Cordell Housing Index Price (CHIP) increase during Your previous Period of Insurance.

The renewal Schedule We send You will show Your updated Sums Insured and the Premium applicable thereto. You should promptly advise Strata Community Insurance should You wish to vary these updated Sums Insured.



Indexation does not apply:

- i. *if Your Sums Insured under **Section 1 Parts A and B** and **Section 8** exceed \$100,000,000 in total;*
- ii. *to any other policy limit contained in **Sections 1 and 8**.*

Instalment payments

If paying by instalments, We will automatically continue Your cover on the terms contained in the renewal offer We send You. We will, unless You advise Us to the contrary, continue to deduct Your instalment payments during the next Period of Insurance.

If a claim occurs in the previous Period of Insurance and You do not notify Us until after the Premium and other conditions for the next Period of Insurance are determined We may propose an additional Premium in order to maintain cover. We may cancel Your policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium, or We are no longer prepared to insure You because there has been a material change to the risk. This condition does not affect any other rights that We have, including the rights We have under Your duty of disclosure.

Loyalty discount

Based on Your claims experience and the length of time Your Policy has been continuously insured with Us You may be entitled to a loyalty discount which will apply automatically to the base premium. The amount of Your discount will vary depending on how long You have held a continuously insured claims free Policy with Us. The discount will only apply to the extent any minimum premium is not reached. Your Schedule will show when You qualify for a loyalty discount.

You must disclose all previous claims

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

- renewal or insurance Policy declined, cancelled or refused, or where any Excess was imposed;
- claim refused by an insurer;
- claim made;

in relation to You because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

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

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

Claims procedures

1. What You must do

As soon as You discover that something has happened that is likely to result in a claim, You must:

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

2. What You should not do

Whatever the circumstances You should not:

- (a) admit guilt or fault (except in court or to the Police);
- (b) admit or deny liability if an incident occurs which is likely to result in someone claiming against You for something We insure;
- (c) offer or negotiate to pay a claim;
- (d) dispose of any damaged items without taking reasonable steps to keep the items or first seeking Our approval. To ensure You are covered, please contact Us before any disposal.

If You do make an admission, denial or offer or if You negotiate to pay a claim, We may reduce or refuse Your claim to the extent We are prejudiced.

3. How to make a claim

When You make a claim You must:

- (a) promptly inform Strata Community Insurance by telephone, in writing or in person. If Your notification is late and results in higher costs for Us or harms Our investigation opportunities Our liability may be reduced and it may even be reduced to nil;
- (b) provide details of what has occurred and when requested complete and return Our claim form promptly together with proof to support your claim. Examples of proof include any letters, documents, valuations, receipts or evidence of ownership that You have been reasonably asked to provide;
- (c) comply with reasonable requests to provide written statements under oath if We require it;
- (d) comply with reasonable requests to be interviewed about the circumstances of the claim, if We require this;

- (e) allow Us to inspect Your Insured Property at reasonable times and frequencies and take possession of any damaged item to deal with it for reasonable purposes and in a reasonable way;
- (f) provide Us as soon as reasonably possible with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Approval needed for repairs

You should not commence repairs without Our approval except for essential temporary repairs permitted under Event 1) h) of **Part A of Section 1**. Please contact Us to confirm approval for these costs.

5. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used. If after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate Loss or Damage to Insured Property that We have agreed to pay You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

6. You must assist Us

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

- (a) comply with all the requirements of this Policy. We may reduce or refuse Your claim to the extent We are prejudiced by Your non-compliance;
- (b) give Us all information and assistance which We reasonably require in relation to the claim and any proceedings; and
- (c) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.

7. False or misleading information

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

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

8. Claim administration and legal proceedings

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the claim and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

9. Salvage value

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

At Our discretion (and if safe to do so), You may reclaim the item if You agree to pay the salvage price.

10. Contribution

Where a claim covered under this Policy is also insured elsewhere, We may exercise Our right to seek contribution from the other insurer or insurers.

Acts or omissions of Your Strata Community Manager

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

Cancelling Your Policy

- (a) You may cancel all or part of this Policy at any time by giving Us notice in writing.
- (b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth) and We will always tell You of this in writing.
- (c) When We have agreed to accept payment of Premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effecting 14 days from the date of this notice.
- (d) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and any component of the Premium relating to levies where applicable.
- (e) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

Goods and Services Tax (GST) Notice

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

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

When You are:

- (a) not registered for GST:
 - We will pay up to the Sum Insured, limit of indemnity or other Policy limit including GST.
- (b) registered for GST:
 - (i) and We have arranged services directly with the service provider, We will pay up to the relevant Sum Insured or other policy limit including GST
 - (ii) when We settle direct with You We will pay up to the

Sum Insured, limit of indemnity or other Policy limit and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

You must advise Us of Your correct Australian Business Number and Input Tax Credit Entitlement. Any GST liability arising from Your incorrect advice is payable by You.

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

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Input Tax Credit Entitlement is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

General conditions - which apply to all Sections unless otherwise stated

1. Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us that You know or ought reasonably to have known is relevant to Our decision to insure You and the terms on which We will insure You, or if the nature of the occupation or other circumstances affecting Your Insured Property are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses.

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

2. Excess

You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule in accordance with the relevant Section. If We settle Your claim by cash settlement We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to Your claim.

Any Excess applying to Loss or Damage caused by an earthquake or seismological disturbance that occurs during any one period of seventy two (72) consecutive hours will be considered as one Event and not within the period of any previous Event.

Should more than one Excess be payable for any claim under this Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

3. Joint insureds, interested parties

- (a) When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party. The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party;
- (b) When any other party or entity has a legal insurable interest in Your Insured Property duly notated in Your records We will treat each party or entity as a third party beneficiary without notification or specification provided such interest is fully disclosed to Us in the event of Loss or Damage;

provided that as regards both a) and b) Our liability for any Sum Insured or other Policy limit for any one Event is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party or third party beneficiary:

- (a) shall not be prejudicial to the rights and entitlements of the other insured party(ies) or third party beneficiaries; provided that
- (b) the other insured party(ies) or third party beneficiaries upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

4. Reinstatement of Sum Insured

After We have admitted liability for a claim We will:

- (a) for claims up to ten percent (10%) of Your Sum Insured:
 - (i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount without charge;
- (b) for claims in excess of ten percent (10%) of Your Sum Insured:
 - (i) automatically reinstate Your Sum Insured and/or other limits to their pre-loss amount, provided You pay or agree to pay an additional Premium as we may require, based on the amount of the claim and the unexpired term of the Policy.



This condition does not apply:

- (a) *when We pay a total loss or constructive total loss;*
- (b) *when We pay the full Sum Insured;*
- (c) *to Section 1; Part A Events 7, 20, and 22; Part B Event 4, and Part C Event 7;*
- (d) *to Sections 6 and 9.*



General exclusions - what is not insured under any Section

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

1. Act of Terrorism

to the extent permitted by law (including but not limited to as provided under the Terrorism Insurance Act 2003 (Cth)):

- (a) any Act of Terrorism;
- (b) any action taken in controlling, preventing, suppressing, retaliating against or responding to an Act of Terrorism;
- (c) biological, chemical, nuclear or radioactive contamination, pollution, weapons or explosion arising from an Act of Terrorism;
- (d) non-material damages or non-physical damages of any kind arising from or in any way connected with an Act of Terrorism; or
- (e) any threat of an Act of Terrorism.

2. Cyber and Electronic Data

- (a) the total or partial damage to, loss, destruction, distortion, erasure, corruption, alteration, misinterpretation, theft or other dishonest, criminal, fraudulent or unauthorized manipulation of Electronic Data from any cause whatsoever (including, but not limited to Computer Attack and/or a Cyber War & Terrorism Event) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom; or
- (b) an error in creating, amending, entering, deleting or using Electronic Data, or
- (c) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all,

regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

However, in respect of **Sections 1, 7, 8 and 10**, but for this exclusion, in the event that any Damage results from any of the matters described in this General Exclusion 2 (except for a Cyber War & Terrorism Event) the Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover direct Damage and/or consequential loss arising therefrom occurring during the Period of Insurance to Insured Property.

3. Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4. Nuclear

ionising radiation from, or contamination by radio-activity from,

- (a) any nuclear fuel or nuclear waste or
- (b) the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or
- (c) nuclear weapons material.

5. War

war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

6. Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

7. Sanctions

circumstances where any cover or benefit or any claim payment where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, UK, or New Zealand. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

General definitions - the meaning of some words

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter.

There are other definitions that are specific to individual **Sections** and these appear in the relevant Section.

Act of Terrorism

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

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

Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot Titles being terminated.

Common Area

means the area at Your Situation that is not part of any Lot or is identified as common.

Computer Attack

means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Cyber War & Terrorism Event

means any Act of Terrorism or Cyberterrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss or Damage.

Cyberterrorism

means any premeditated politically, religiously, or ideologically (or similar objective) motivated attack or disruptive activity, or the threat thereof, by a group or individual against a computer system or network of whatsoever nature or to intimidate any person in furtherance of such objectives.

Depreciation

means the reduction in the value of the item due to Wear and Tear.

Earth Movement

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

Electronic Data

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

Endorsement

means a written alteration to the terms, conditions, exclusions and limits of this Policy that are shown on and form part of the Schedule.

Erosion

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

Event(s)

means a happening or an incident not intended to happen

that occurs during a particular interval of time, or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under this Policy.

Excess

means the amount You must pay towards each and every claim arising out of one Event or occurrence. You will find the amount of any Excess shown on the Schedule or within the Policy.

Floating Floors

means engineered, laminated, veneered or similar (pre-finished) type flooring not fixed or attached to the sub-floor but held in position by its own weight and/or skirting boards at perimeter walls.

Flood

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

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

Fusion

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

Indemnity Value

means the cost to rebuild, replace or repair property to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

Insured Property

(a) Building

Building means:

building or buildings as defined by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated, including:

- (i) outbuildings;
- (ii) fixtures and structural improvements including

fencing, gates, paths and roadways, retaining walls, awnings, external blinds and signs;

- (iii) tennis courts, in-ground swimming pools and spas;
- (iv) fixed or built in plant, equipment and appliances;
- (v) floor coverings but excluding carpets (whether fixed or un-fixed) and Floating Floors;
- (vi) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) that are used for non-commercial purposes and that do not provide fuel distribution facilities, unless You advise Us and We otherwise agree in writing;
- (vii) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- (viii) underground and overhead services;
- (ix) unfixed building materials and uninstalled fittings that are to be fitted to Your Insured Property but limited to an amount not exceeding 10% of the Sum Insured for Insured Property, or \$100,000, whichever is the lesser.

(b) **Common Area Contents**

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

- (i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, unfixed artwork, curios, fire extinguishers and the like;
- (ii) freestanding appliances such as refrigerators, freezers, washing machines and dryers, other electrical items;
- (iii) carpets (whether fixed or unfixed), floor rugs and Floating Floors;
- (iv) computers, electronic equipment and office equipment;
- (v) swimming pools or spas that are not in-ground including their covers and accessories;
- (vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.



Building and Common Area Contents do not include:

- *aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;*

- *damage to internal paintwork and wallpapering of Lots in New South Wales and Australian Capital Territory unless You include Optional Cover 3 of Section 1;*
- *livestock, fish, birds or other animals;*
- *Lot Owners' Contents and any other personal property of theirs;*
- *Lot Owners' Floating Floors installed within their Lot unless You include Optional Cover 2 of Section 1;*
- *money, other than as covered under Event 14 of Part A of Section 1;*
- *plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Event 3 of Part B of Section 1;*
- *temporary wall, floor and ceiling coverings within a Lot;*
- *mobile or fixed air-conditioning units servicing an individual Lot (Queensland).*

Where anything in this definition of 'Insured Property' is contrary to the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Building is situated the requirements of Your Act will apply.

Land Value

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

Loss or Damage

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

Lot

means an area shown on a plan as a Lot in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners(')

means a person, persons or other entity registered as a proprietor or owner of a Lot in Your Building in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Lot Owners' Contents

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

- (a) freestanding appliances such as dishwashers, washing machines and dryers;
- (b) computers, electronic and electrical equipment, garden equipment;

- (c) Lot Owners' business and personal effects, furniture, furnishings, carpets, floor rugs and Floating Floors installed within their Lot.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot is not included unless otherwise specifically provided by this Policy.

Period of Insurance

means the period that You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

means this Policy Wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

Premium

means any amount We require You to pay under the Policy. Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Rainwater

means the rain that falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

Rent

means, as regards any Lot or part of Your Common Area leased to a Tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a Tenant or lessee) that applied immediately prior to the happening of Loss or Damage less any commission or charges You are not required to pay to a letting or rental collection agent.

Replacement

means:

- (a) the reasonable cost of rebuilding, replacing or repairing Your Insured Property to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- (b) the extra costs necessarily incurred to:
- (i) alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection

Authority requirements;

- (ii) flush out the air in the repaired, replaced, or rebuilt Insured Property with 100% outside air as required by The Green Building Council of Australia Green Star® or LEED® standards.

but does not include any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Schedule

means one of the following

- (a) the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);
- (b) the renewal Schedule You have paid;

Either of these documents may be re-issued from time to time where required or permitted by law and each successor overrides the earlier document.

Situation

means the land at the address(es) shown on the Schedule or the registered address of Your Strata Community where Your Insured Property is situated.

Storm

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

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

Strata Community

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated.

Strata Community Manager

means a person or other entity appointed in writing by Your Strata Community with delegated functions including the authority to act as an Office Bearer in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property is situated.

Sum Insured

means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

- (a) during any one Period of Insurance; or
- (b) unless a specified limit is otherwise stated in a Section.

Temporary Accommodation

means, as regards any Lot occupied by the Lot Owner, an amount of money calculated on the basis of similar accommodation located in the vicinity.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who lives in a Lot including any other co-inhabitant or family normally resident with the Tenant.

Tsunami

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

Vehicle(s)

means:

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

Voluntary Worker

means a person aged twelve (12) years or over engaged solely in work or duties on Your behalf without promise of reward or remuneration, other than an honorarium for duties associated with that function but does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

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

Wear, Tear

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

We, Our, Us

means:

- (a) Allianz Australia Insurance Limited Subject to b) and c) below;
- (b) Allianz Australia Workers Compensation (NSW) Limited in respect of **Section 4** when insurance for New South Wales is provided, and
- (c) Allianz Australia Workers Compensation (Victoria) Limited in respect of **Section 4** when insurance for Victoria is provided.

You, Your, Yours

means:

(a) in respect of Sections 1, 7, 8, and 10:

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- (i) the interest therein of Members;
- (ii) Lot Owners in respect of **Parts B and C of Section 1, Part B of Section 7 and Part B of Section 8;**

(b) in respect of Section 2:

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- (i) the interest therein of Members;
- (ii) the organisers of recreational and other activities in respect of **Section 2 (1) (b) (v);**
- (iii) a Voluntary Worker whilst engaged solely in work or duties on behalf of the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule but does not include Office Bearers while acting in that capacity.
- (iv) in regard to Special condition 2, Adjoining property extension only, the owner and/or leaseholder of adjacent property.

(c) in respect of Section 3:

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

(d) in respect of Sections 4, 5, and 9:

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule.

(e) in respect of Section 6:

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

- (i) estate, heirs, legal representative or assigns;
- (ii) legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

(f) in respect of Section 11:

the Strata Community, Corporation, Owners Corporation, Plan or Company named on the Schedule and Lot Owners whose Lot titles are terminated.

Section 1 - Insured Property

What We cover

This Section contains **Parts A, B and C** that provide cover against the Events listed below which occur during the Period of Insurance.

Section 1 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 1**, against Loss or Damage to Your Insured Property on the basis set out in "Claims - basis of settlement", including the cost of:

- (a) (i) architects fees, surveyors fees and other professional fees;
- (ii) removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers Contents and of anything which caused the Loss or Damage;
- (iii) clearing, cleaning and repairing drains, gutters, sewers and the like where the blockage causes or is the result of physical damage to the pipe or drain;
- (iv) dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
- (v) demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;

- (b) Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such Authority.

- (c) Legal fees You necessarily incur in making submissions and/or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts.

- (d) Loss or Damage to fences and gates as a result of Storm.



We will not pay:

- (i) *if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;*
- (ii) *unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced. To ensure You are covered, please contact Us before any repair or Replacement to confirm approval for these costs.*

- (e) Loss or Damage caused by a Tsunami.
- (f) Loss or Damage caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.
- (g) Sudden and unforeseen Loss or Damage caused by smoke or smut from industrial operations but excluding Loss or Damage resulting from any gradually operating cause.
- (h) Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured Loss or Damage and avoid further losses.
- (i) Reasonable costs for the temporary protection and safety of Your Insured Property and residents that You necessarily incur as a result of Loss or Damage that is admitted as a claim under **Section 1**.

If such costs are likely to exceed \$5,000 You should first obtain Our written consent prior to You incurring costs in excess of this amount.

2. Act of Terrorism

Where We determine that the Policy is not an eligible insurance contract as defined under the *Terrorism Insurance Act 2003* (Cth) and the total Sums Insured for Your Insured Property as shown on the Schedule under **Sections 1** and/ or **8** (if applicable) is less than \$100,000,000 then We may agree that General Exclusion 1(a) will not apply in relation to actual Loss or Damage, cost or expense otherwise covered under this **Section 1**.

If We agree to provide this cover it will be shown on Your Schedule, however in such circumstances Our maximum liability in the aggregate in any one Period of Insurance will not exceed the Sum Insured of the Insured Property as shown in the Schedule or \$100,000,000, whichever is the lesser. No cover is provided for events which are excluded under General Exclusions 1(b), (c), (d) or (e).

Cover for Events 3) to 23) of **Part A** are included in addition to the Sum Insured for **Section 1**.

3. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will:

(a) during the construction period:

pay up to \$100,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

- (i) the value of such work does not exceed that amount; or
- (ii) You notify Us and We otherwise agree in writing before the commencement of such work.



We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

However, as permitted by law, when You are required under the terms of a contract condition to effect insurance on Your Insured Property in the names of both You and the contractor We will cover the interest of the contractor as a Joint Insured in respect of Loss or Damage to such alterations, additions or renovations provided You advise Us with details where the contract value is in excess of \$100,000 prior to such work commencing and if requested pay any extra Premium We may require.

(b) upon practical completion:

pay up to \$250,000 for Loss or Damage to the completed works by an Event claimable under **Section 1** provided:

- (i) You notify Us as soon as reasonably possible after the practical completion of such alterations, additions or renovations;
- (ii) You have Your property revalued for insurance purposes as soon as reasonably possible after such practical completion, and if You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay; and
- (iii) if requested pay any extra Premium We may require.

4. Arson reward

We will pay a reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1**.

We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

5. Electric motors

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

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

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



We will not pay for:

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

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

We will pay up to \$2,000 for the cost of:

- (a) increased usage of metered electricity, gas, sewerage, oil and water;
- (b) accidental discharge of metered electricity, gas, sewerage, oil and water;
- (c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1**.

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

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or

occupying any part of Your Insured Property without Your consent.



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

8. Environmental improvements

If Your Insured Property is:

- (a) damaged by an Event claimable under **Section 1**; and
- (b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1**, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy, hot water heat exchange system, and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

When Your Insured Property suffers Loss or Damage as a result of:

- (a) bursting, leaking, discharging or overflowing of water tanks, water apparatus or water pipes; or
- (b) bursting, leaking, discharging of gas tanks, gas apparatus or gas pipes; or
- (c) leakage of oil from any fixed oil installation, including tanks, apparatus and pipes;

We will pay the reasonable costs of locating the cause of the Loss or Damage and for any Loss or Damage caused in locating the leak.

We will also pay:

- (i) up to \$1,000 for the repair or replacement of the defective part or parts of such tanks, apparatus, pipes or other installations giving rise to the Loss or Damage; and
- (ii) up to \$1,000 to rectify contamination damage or pollution damage to land at Your Situation caused by the escape of the liquid giving rise to the Loss or Damage.



*We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement or faulty workmanship. We will also not pay for these costs if caused by rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement (unless the bursting, leaking, discharging or overflowing is caused by Earth Movement within 72 hours as a direct result of Events listed in **Section 1** – Insured Property) or by trees, plants or their roots.*

10. Fallen trees

We will pay for the reasonable professional costs You necessarily incur for:

- (a) the removal and disposal of trees or branches;
- (b) the cost of treating the stump or root to prevent re-growth;

if a tree or branch falls and causes Loss or Damage to Your Insured Property or landscaped gardens.



We will not pay for removal or disposal of:

- *trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens; or*
- *tree stumps or roots.*

11. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- (a) extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage including the costs to gain access to any property;
- (b) replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- (c) shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

12. Keys, lock replacement

If keys to Your Insured Property are accidentally lost or stolen, We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- (a) re-keying or re-coding locks together with replacement keys; or
- (b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

to restore security to the same level of security that existed prior to the loss of these keys.

13. Meeting room hire

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

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

14. Modifications

When a resident Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property by an Event which is admitted as a claim under **Section 1** We will pay up to \$25,000 for modifications to Your Insured Property or their Lot to cater for the needs of the Lot Owner.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to \$10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Strata Community Manager while acting on Your behalf.



We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- (a) *any person in Your employment;*
- (b) *a Lot Owner, including any family member permanently residing with them; or*
- (c) *a proxy of a Lot Owner.*

16. Mortgage discharge

We will pay reasonable legal costs up to \$5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**.

17. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) that are damaged by an Event claimable under **Section 1** while in Your physical or legal control.

18. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

19. Records

We will pay up to \$50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property that are damaged by an Event claimable under **Section 1**, while anywhere in Australia.

20. Removal of nests

We will pay up to \$1,000 any one Period of Insurance for the cost of removing wasps or bees nests from Your Insured Property that present as a danger to residents or the public.



We will not pay:

- (a) *unless You first obtain Our consent to incur such costs. Please contact Us to confirm consent for these costs;*
- (b) *for the cost of removing any nests that existed prior to the inception of **Section 1**.*

21. Removal, storage costs

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing such undamaged portion at that place or an equivalent alternate place;
- (c) returning such undamaged portion to the Situation when restoration work is completed;
- (d) insuring Your undamaged Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

22. Removal of illegally deposited rubbish

We will pay up to \$5,000 any one Period of Insurance for the reasonable costs and expenses incurred by You with Our consent in the clearing and removal of any property illegally deposited at Your premises.



We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time.

You must by way of Excess pay or contribute the first \$1,000 for each and every claim.

23. Water removal from basement

We will pay up to \$2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.



*We will not pay if the inundation is caused by any other Event which is not claimable under **Section 1** or by Flood unless Optional Cover 1 is shown as included on Your Schedule.*

Section 1 - Part B

Part B applies to You and Lot Owners. Cover for Events 1) to 5) of **Part B** are included up to the Sum Insured shown on the Schedule for **Part B** of **Section 1**.

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring

costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. (a) Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if the Common Area or Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Common Area or Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under a) i) from the time of the Event until the time the Common Area or Lot is relet following completion of rebuilding, repairs or replacement provided You or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace Your Common Area or Lot up to a maximum of twelve (12) months;
- under a) ii) from the time of the Event until the time when access to the Common Area or Lot is re-established.

(b) Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of their Lot is prevented by damage from an Event claimable under **Section 1** happening to other property in the immediate vicinity.

We will pay:

- under **b i)** from the time of the Event until the time they reoccupy their Lot following completion of rebuilding, repairs or replacement; or
- if Your Insured Property is not rebuilt or replaced, for the time it would have reasonably taken to rebuild or replace their Lot up to a maximum of twelve (12) months;
- under **b ii)** from the time of the Event until the time when access to their Lot is re-established.

(c) Disease, murder and suicide

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

If Your Common Area or their Lot cannot be occupied by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease;
- murder or suicide;

occurring at Your Situation.



We will not pay for loss, costs or damage caused by, arising from or in any way connected with Highly Pathogenic Avian Influenza in humans or any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) (including amendments), or listed under successor Commonwealth legislation dealing with quarantine or biosecurity matters (including delegated legislation) whether occurring at Your Situation or elsewhere.

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

(d) Failure of supply services

We will pay You and/or the Lot Owner for:

- (i) the cost of Temporary Accommodation necessarily incurred;
- (ii) Rent that is lost;

if Your Common Area or their Lot is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Loss or Damage by an Event claimable under **Section 1** happening to property belonging to or under the control of any such supply authority.

Provided the failure of services extends for more than twenty-four (24) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

The combined total amount We will pay under **Part B 1)** arising out of any one Event that is admitted as a claim under **Section 1** is limited to the Sum Insured shown on the Schedule for Loss of Rent/Temporary Accommodation.

2. Cost of reletting

When any part of Your Common Area or a Lot has been leased out and it is made unfit to be occupied for its intended purpose by:

- (a) Loss or Damage that is admitted as a claim under **Section 1**; and
- (b) Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Common Area or the Lot they previously leased;

We will pay You and/or the Lot Owner reasonable reletting costs up to \$1,500.

3. Landscaping

We will pay up to \$10,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation damaged by an Event claimable under **Section 1**.

4. Removal of squatters

We will pay You and/or the Lot Owner up to \$1,000 any one Period of Insurance for legal fees necessarily incurred to repossess Your Insured Property or their Lot if squatters are living in it.



We will pay if You or they first obtain Our consent to incur such legal fees.

5. Title deeds

We will pay for the reasonable costs You or a Lot Owner necessarily incur in replacing Title Deeds to Your Insured Property or their Lot if they are lost or damaged by an Event claimable under **Section 1**, while anywhere in Australia.

Section 1 - Part C

Part C applies to Lot Owners. Cover for Events 1) to 6) of **Part C** are included in addition to the Sum Insured for **Section 1**.

1. Emergency accommodation

When a Lot is occupied by a Lot Owner or Tenant for residential purposes We will pay:

- (a) the Lot Owner; and/or
- (b) the Tenant named on the lease, rental or similar type agreement;

up to \$1,500 a Lot, irrespective of the number of people occupying the Lot, for the reasonable cost of emergency accommodation necessarily incurred if a Lot is made unfit to be occupied for its intended purpose by:

- (i) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or
- (ii) reasonable access to or occupancy of the Lot is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other

property in the immediate vicinity; or

- (iii) reasonable access to or occupancy of the Lot is prevented by the Police Authority or other Emergency Service due to a danger or disturbance in the immediate vicinity.

However under Clause 1 b) above We will:

- only pay if the need for emergency accommodation arises in circumstances where two (2) or more Lots are made unfit to be occupied for their intended purpose;
- treat the Tenant named on the lease, rental or similar type agreement as though the Tenant was a Lot Owner.

2. Funeral expenses

When a Lot is occupied by the Lot Owner We will pay up to \$5,000 a Lot for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

3. Lot Owners' contributions and fees

We will pay, up to \$2,000 a Lot, for contributions, levies, maintenance and other fees the Lot Owner is required to pay during the period their Lot is unfit to be occupied for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

4. Lot Owners' removal and storage costs

We will pay up to \$5,000 for the reasonable costs a Lot Owner necessarily incurs in:

- (a) removing their undamaged Contents to the nearest place of safe keeping;
- (b) storing their undamaged Contents at that place or an equivalent alternate place;
- (c) returning their undamaged Contents to Your Situation when occupancy of their Lot is permitted;
- (d) insuring their undamaged Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes their Lot unfit to be occupied for its intended purpose.

5. Lot Owners travel costs

When a Lot Owner has leased out their Lot We will, if their Lot is made unfit to be occupied for its intended purpose by Loss or Damage that is admitted as a claim under **Section 1**, pay up to \$250 a Lot for reasonable travel costs the Lot Owner incurs in visiting their Lot for the purpose of consulting with claim adjusters and/or building repairers.



We will not pay unless You or they first obtain Our consent to incur such travel costs.

6. Pets, security dogs

When a Lot Owner occupies their Lot solely for residential purposes, We will pay up to \$1,000 a Lot for the reasonable costs they necessarily incur for boarding pets or security dogs if their Lot is rendered unfit for its intended purpose by:

- (a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; and
- (b) Temporary Accommodation does not allow pets or security dogs.

7. Sale of Lot

When a Lot Owner has contracted to sell their Lot and the sale is subsequently delayed or cancelled as a direct result of Loss or Damage by any Event and a claim is admitted under **Section 1** We will, from the date the sale was to have been settled, pay up to \$7,500 per Lot and \$20,000 any one Period of Insurance for:

- (a) the actual interest charges a Lot Owner incurs on capital borrowed (such as bridging finance) in anticipation of the sale proceeds of the Lot; or
- (b) in any other case, the loss of potential investment interest on the sale proceeds of the Lot until the time settlement is finalised.

The method of calculation on this will be;

$$\frac{(CR + 1\%)}{365} * SP * DL$$

Whereas:

CR = Reserve Bank of Australia {current target cash rate}

SP = Sale proceeds

DL = No of days in investment



We will not pay unless the Lot Owner makes every reasonable effort to complete the sale of the Lot.

Optional Covers

The following Optional Covers are operative when shown as 'Included' on Your Schedule.

1. Flood

We will pay up to the Sum Insured shown in the Schedule for Loss or Damage to Your Insured Property caused by Flood which happens during the Period of Insurance.

2. Floating floors

Provided Your Sum Insured under **Section 1** is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under **Section 1**.

3. Lot Owners' wall coverings (Applicable to New South Wales and Australian Capital Territory)

Provided Your Sum Insured under **Section 1** is not

otherwise exhausted We will pay for the cost of repainting or re-wallpapering internal walls or ceilings of a Lot if damaged by an Event claimable under **Section 1**.

Our liability under Optional Cover 3) is limited to the room, hallway or passageway where the Loss or Damage occurs.



Exclusions - what We do not cover under Parts A, B and C

1. We will not pay for Loss or Damage:

- (a) *caused by Flood.*

However We will pay if Optional Cover 1 is shown as included on Your Schedule.

- (b) *to retaining walls resulting from Storm or Rainwater.*

- (c) (i) *caused by moths, termites or other insects, vermin, mice, rats, rust or oxidisation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;*

- (ii) *caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;*

- (iii) *caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.*

However We will pay if any of these causes directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

- (d) *caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.*

- (e) *caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.*

However We will pay if the Loss or Damage is due to:

- (i) Fusion of electric motors as covered under Event 5) of **Part A**;
 - (ii) lightning;
 - (iii) power surge when such Event is confirmed by the supply authority; or
 - (iv) resulting fire damage.
- (f) *caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.*

However We will pay if the Loss or Damage is due to Tsunami.

- (g) *caused by vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement.*

However We will pay if the Loss or Damage is due to:

- (i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- (ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus; and
- (iii) Flood if Optional Cover 1 is shown as included on Your Schedule.

- (h) *caused by underground (hydrostatic) water.*

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

- (i) *caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.*

However We will pay for water or liquid damage resulting from blocked pipes or drains.

- (j) *caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.*
- (k) *caused by smut or smoke from industrial operations.*

However We will pay if such damage is sudden or unforeseen.

- (l) *caused by any process involving the application of heat being applied directly to any part of Your Insured Property.*

However We will pay if any other part of Your Insured Property is damaged or destroyed by fire.

- (m) *due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.*
- (n) *to water in swimming pools, spas or water tanks.*
- (o) *to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.*
- (p) *to carpets and other floor coverings resulting from staining, fading or fraying.*

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.

- (q) *to boilers (other than boilers used for domestic*

purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

- (r) *to Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition.*
- (s) *to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained before the commencement of such work.*

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

2. We will not pay for:

- (a) *demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;*
- (b) *the cost of rectifying faulty or defective materials or faulty or defective workmanship;*
- (c) *consequential loss, meaning We don't cover You for anything not expressly described under **Parts A, B and C**. Some examples of what We won't pay for include loss of use or Depreciation.*
- (d) *the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.*

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

Claims - basis of settlement

1. Replacement

If Your Insured Property is damaged, We may choose (acting reasonably) to either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under **Section 1** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily

available We will use the nearest equivalent available to the original materials;

- (c) if it is lawful, and with Our prior written consent, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed. Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;
- (d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- (e) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

- (i) *rebuild or replace Your undamaged Insured Property;*
- (ii) *rebuild, replace or repair illegal installations.*

For each and every claim You have to pay the amount of Excess shown on the Schedule or in **Section 1**.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

- (a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
- (b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4. Land value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

5. Claim settlement (when **Section 11** is shown as a Sum Insured on the Schedule)

When **Section 11** is shown on the Schedule as a Sum Insured We agree that We will treat Your Sum Insured under **Section 1** on an Agreed Value basis.

In the event of Loss that results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated We will pay You the Sum Insured shown on the Schedule for **Section 1**.
- (b) a partial loss and some but not all Lot Titles are terminated We will, in respect of the Lots where title has been terminated, pay You the amount calculated on the percentage of the Sum Insured for **Section 1** that the affected Lot entitlements bear to the total Strata Community entitlement.

When We pay a claim under Clause 5) b), any Loss or Damage to Lots where Title has not been terminated will be settled in terms of Clause 1) Replacement above but Your Sum Insured thereunder will be reduced by the amount We pay under Clause 5) b).

Special provisions

1. Under Clauses 2), 3) and 4) of “Claims - basis of settlement” Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise expended.
Any differences relating to values may by agreement between us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer’s decision will, if we so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.
2. Clauses 2), 3) and 4) of “Claims - basis of settlement” do not apply in respect of any claim settled in terms of Clause 5) Claim settlement above.

Special conditions

1. Removal of illegally deposited rubbish

Under Event 22 of **Part A** You must by way of Excess pay or contribute the first \$1,000 for each and every claim.

2. Professional fees

We will pay up to \$50,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under **Section 1** and when applicable **Sections 8, 10 and 11**.

Section 2 - Liability to others

What We cover

In order to be sure there is cover under this Policy You should always contact Us for approval before incurring costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown in the Schedule for Section 2 where You become legally responsible to pay compensation (including plaintiff's legal costs) for;

- Personal Injury; or
- Property Damage;

resulting from an Occurrence happening in connection with Your Business.

Automatic Extensions

(a) Financial Loss

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation awarded by a Tribunal or similar body for financial loss incurred by a Lot Owner arising out of Your failure to comply with Your statutory duty to maintain and repair common property.

(b) Other Extensions

We will pay up to the Sum Insured shown in the Schedule for **Section 2** where You become legally responsible to pay compensation for Personal Injury or Property Damage:

(i) **Bridges, roadways, kerbing, footpaths, services** arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

(ii) **Car park liability** to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.



We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

(iii) **Fertiliser, pesticide, herbicide application** arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.



We will not pay:

(a) *unless the fertiliser, pesticide or herbicide has been applied in conformity with any*

Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations to the extent that the Personal Injury or Property Damage is caused or contributed to by such non-conformity;

(b) *for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.*

(iv) **Hiring out of sporting and recreational facilities** arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

(v) **Recreational and other activities** arising from recreational, social or other activities arranged for and on behalf of Lot Owners and occupiers of Lots.

(vi) **Services** arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots at Your Situation.

(vii) **Watercraft** arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.



We will not pay if the Watercraft is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

(viii) **Garden equipment and unregistered vehicles** arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.



We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

2. Cost of defending a claim

We will pay in addition to the Sum Insured under 1) above:

- (a) all legal costs and expenses incurred by Us;
- (b) reasonable cost of legal representation You necessarily incur with Our written consent at a coronial inquest or inquiry into any death that may be the subject of a claim for compensation under **Section 2**;

- (c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- (d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment.

3. Court appearance

We will pay compensation of \$250 per day if We require an Office Bearer, Committee Member or Your Strata Community Manager to attend a Court as a witness in connection with a claim under **Section 2**.



Exclusions - what We do not cover

We will not pay for any claim:

1. *in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.*

This exclusion does not apply to an 'eligible person' as defined under the *Workers' Compensation and Rehabilitation Act 2003* (Qld).

2. *in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.*
3. *in respect of:*
 - (a) *damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as specifically provided by this **Section 2**;*
 - (b) *damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;*
 - (c) *injury to or death of animals on Your Common Area;*
 - (d) *Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.*

4. *arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith.*

This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.

5. *arising out of the publication or utterance of a defamation, libel or slander:*
 - (a) *made prior to the commencement of **Section 2**;*
 - (b) *made by You or at Your direction when You knew it to be false.*

6. *arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as specifically provided in **Section 2**.*
7. *arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.*
8. *arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent to provide cover before commencement of such works.*
9. *arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.*
10. *arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.*

This exclusion does not apply to:

- (a) liability assumed by You under any contract or lease of real or personal property;
- (b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
 - (i) any act of negligence on their part; or
 - (ii) by their default in performing their obligations under such agreement.
11. *arising out of or caused by the discharge, dispersal, release of or escape of pollutants into or upon property, land, the atmosphere, or any water course or body of water.*

This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. *arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution.*

This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening that takes place in its entirety at a specific time and place during the Period of Insurance.
13. *for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.*
14. *made or actions instituted outside Australia that are governed by the laws of a foreign country.*
15. *for Liability to pay for personal injury or property damage, or any consequential loss arising therefrom*

(meaning anything not expressly described in the cover sections of this Policy, for example loss of use), caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos or in any way involving asbestos or asbestos contained in any materials in whatever form or quantity.

Special conditions

1. Strata Community Manager defence

If a claim is made jointly against You and Your Strata Community Manager solely by virtue of their relationship with You, We will treat Your Strata Community Manager as though they were You.



We will not indemnify Your Strata Community Manager if their joining in the claim is attributable to a negligent or wrongful act, error or omission of theirs when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with You.

2. Adjoining Property Extension

Section 2 is extended to include Your liability for any part of Your Insured Property that overhangs and/or infringes adjoining public or private property.

This extension provides compensation for claims arising out of such overhangs or infringement which solely and directly results from Your acts or omissions in connection with the Business.



We will not provide compensation for any claim for Personal Injury and/or Property Damage which happens independently of Your acts or omissions.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- (a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) wrongful entry or eviction or other invasion of the right of privacy;
- (d) a publication or utterance of defamatory or disparaging material;
- (e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

that happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- (a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- (b) loss of use of tangible property that has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

that happens during the Period of Insurance anywhere in Australia.

Section 3 - Voluntary Workers

What We cover

We will pay to a Voluntary Worker, or that person's estate, the compensation detailed in **Section 3** in the event of such Voluntary Worker sustaining bodily injury:

- (a) whilst voluntarily engaged in work on Your behalf; and
- (b) caused solely and directly by violent, accidental, external and visible means; and
- (c) which, independently of any other cause results in the following insured Events.

Events

1. Death	\$200,000
2. Total and irrecoverable loss of all sight in both eyes	\$200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$200,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5. Total and irrecoverable loss of all sight in one eye	\$100,000
6. (a) Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement:	
(i) a weekly benefit of	\$1,000
or	
(ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than \$1,000 per week - the amount of such remuneration up to a maximum per week of	\$2,000
(b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
(i) a weekly benefit of	\$500
or	
(ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than \$500 per week - the amount of such reduction up to a maximum per week of	\$1,000

- 7. The reasonable and necessary cost of hiring or employing domestic assistance if a Voluntary Worker is totally disabled from performing
 - (a) his/her usual profession, business, occupation;
 - or
 - (b) usual household activities;
 - in respect of each week of Total Disablement a weekly benefit not exceeding \$500
- 8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding \$2,000
- 9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250
- 10. The reasonable cost of burial or cremation of a Voluntary Worker following a claim payable under Event 1 – a benefit not exceeding \$5,000



Exclusions - what We do not cover

We will not pay:

- 1. (a) *for more than one of Events 6) a) and 6) b) in respect of the same period of time;*
- (b) *under Event 6) a) and Event 6) b) in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;*
- (c) *under Event 6) a) and Event 6) b) in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;*
- (d) *under Event 7) and Event 9) in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;*
- (e) *unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;*
- (f) *unless an injured Voluntary Worker will, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;*
- (g) *for any amounts recoverable under a Medicare benefit or payable by any registered health benefits insurer;*

- (h) *for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the Health Insurance Act, 1973.*
- 2. *We will not pay compensation in respect of claims arising out of:*
 - (a) *illness;*
 - (b) *intentional self-injury or suicide, or any attempt thereof;*
 - (c) *attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;*
 - (d) *a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.*

Total Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out all of the normal duties of such person's usual occupation, profession or business;
 - or
 - (b) where such person engages in more than one occupation, profession or business, ALL OF THEM;
- as certified by a legally qualified medical practitioner.

Special conditions

1. If a Voluntary Worker becomes entitled to compensation under more than one of the Events 1) to 5) in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1).
2. After the occurrence of any one of the Events 2) to 5) there will be no further liability under **Section 3** for these Events in respect of the same Voluntary Worker.
3. In the event of a claim involving the death of a Voluntary Worker We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means an injury which entirely prevents a Voluntary Worker from:

- (a) carrying out a substantial part of the normal duties of such person's usual occupation, profession or business;
- or
- (b) where such person engages in more than one occupation, profession or business, ANY OF THEM;

as certified by a legally qualified medical practitioner.

Section 4 - Workers compensation

What We cover

When Your Schedule shows **Section 4** is selected, cover is provided for Your legal liability under the applicable workers compensation legislation of the state or territory where Your Insured Property is situated. Workers compensation cover is provided under a separate policy and is subject to the terms and conditions of that policy.

Special provision

When **Section 4** is shown on the Schedule as selected cover is provided by:

- (a) Allianz Australia Insurance Limited
in the Australian Capital Territory, Northern Territory,
Western Australia and Tasmania; or
- (b) Allianz Australia Workers Compensation (NSW) Limited
in New South Wales. We act as the agent of this insurer
in arranging insurance in NSW, and not as Your agent.
- (c) Allianz Australia Workers Compensation (Victoria)
Limited
In Victoria. We act as the agent of this insurer in
arranging insurance in Victoria, and not as Your agent.



We do not cover

Workers Compensation in South Australia or Queensland.

Section 5 - Fidelity guarantee

What We cover

We will indemnify You up to:

- (a) the Sum Insured shown on the Schedule for **Section 5** in respect of fraudulent misappropriation of Your Funds.
- (b) \$2,500 for the cost of fees payable to external auditors that are reasonably and necessarily incurred to support a valid claim.



Exclusions - what We do not insure

We will not pay for:

- (i) *any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature that might exist pursuant to any law;*
- (ii) *any fraudulent misappropriation committed after the initial discovery of loss;*
- (iii) *any losses arising out of fraudulent misappropriation committed prior to the commencement of **Section 5**;*
- (iv) *any claims arising out of losses discovered more than twelve (12) months after the expiry of **Section 5**.*

Special definition

The word listed below has been given a specific meaning and applies to **Section 5** when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Section 6 - Office Bearers Liability

This Office Bearers Liability section is issued on a Claims made basis. This means **Section 6** responds to Claims first made against You during the Period of Insurance and notified to Us during that same period.

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured as shown on the Schedule:

- (a) (i) on Your behalf, all Loss for which You are not indemnified by Your Strata Community;
- (ii) pay on behalf of Your Strata Community, all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Strata Community is vicariously liable at law;

arising from any Claim first made against You individually or otherwise, or against Your Strata Community Manager while acting as an Office Bearer, during the Period of Insurance; and

- (b) reported to Us during the Period of Insurance.

Provided that Claims which do not comply with all of (a) and (b) above are not, other than as provided under **Special Condition 1 of Section 6**, the subject of this insurance or any indemnity.

2. Defence costs

We agree that in relation to any Claim under **Section 6**:

- (a) where indemnity has been confirmed by Us in writing, We will advance Defence Costs arising from such Claim;
- (b) where indemnity has not been confirmed by Us in writing, We will:
 - (i) where We elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - (ii) in any other case, We may at Our discretion advance the Defence Costs arising from such Claim.

In the event the Claim is withdrawn or that indemnity under **Section 6** is subsequently withdrawn or denied We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

3. Reinstatement of the Sum Insured

When We have paid a Claim under **Section 6** and the total amount paid equals, or but for the Sum Insured would exceed, the Sum Insured We will reinstate the Sum Insured once only to that shown on the Schedule, subject to You paying any additional Premium that We may require.



This reinstatement shall not apply to:

- (a) *any Claim, fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability section issued by Us;*
- (b) *any Claim notified to Us for which a Loss payment has not been made;*
- (c) *any existing Claim on which a Loss payment has been made including any subsequent Claim that may arise from the same event.*

4. Total limit of Our liability

The most We will pay for all Claims in respect of any one Period of Insurance is:

- (a) the Sum Insured shown on the Schedule for **Section 6**; and
- (b) when We have reinstated Your cover under **Insuring Clause 3**) an additional amount equal to that Sum Insured;

inclusive of claimant's costs and expenses and Defence Costs incurred by Us.



Exclusions - what We do not cover

We will not pay for:

- 1. *Claims arising from any facts or circumstances that You knew of prior to or at the inception of **Section 6**, or that a reasonable person in the circumstances could be expected to know, that may give rise to a Claim against You.*
- 2. *Claims brought about or contributed to by any dishonest or fraudulent, criminal or malicious act or omission of Yours or of any person at any time employed by You.*

However this exclusion does not apply to:

- (a) any party or entity not committing or condoning any such act or omission; and
 - (b) the costs incurred by You in successfully defending any Claim or suit made against You.
3. *Claims for death, bodily injury, sickness, disease, or damage to property.*
However this exclusion will not apply to Loss or Damage to documents that are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such documents.
 4. *Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where the Insured Property is situated.*
 5. *Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material.*
 6. *finer, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.*
 7. *You gaining or having gained any personal profit or advantage to which You are not legally entitled or for which You may be held accountable to Your Strata Community or any individual member thereof.*
 8. *any money or gratuity given to or taken by You without authorisation by Your Strata Community where such authorisation is necessary pursuant to the articles of Your Strata Community or prescribed law.*
 9. *a conflict of duty or interest of Yours.*
 10. *any intentional exercise of power by You where the exercise of that power is for a purpose other than the purpose for which such power was conferred by the Articles of Your Strata Community.*
 11. *any Wrongful Act made or threatened or in any way intimated on or before the inception date specified on the Schedule, except as otherwise provided in **Special Condition 1** of **Section 6**.*
 12. *Claims first notified to Us after the expiry of **Section 6**, except as otherwise provided in Insuring Clause 1 b).*
 13. *Claims brought against Your Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity, except as otherwise provided in Insuring Clause 1 a).*
 14. *Claims brought against You in a Court of Law outside Australia.*

Special conditions

1. Continuous cover

We agree that if there is a fact or circumstance that should have been or could have been notified to Us during the preceding Period of Insurance of **Section 6** or under an earlier Office Bearers Liability issued by Us, We will accept the notification of such fact or circumstance under **Section 6** subject to the following provisos:

- (a) We have continuously been the insurer under an Office Bearers Liability between the date when such notification should have been given and the date when such notification was in fact given; and
- (b) the terms and conditions applicable to this **Special Condition 1** and to that notification will be the terms and conditions, including the Sum Insured and Excess, applicable to **Section 6** under the current Period of Insurance.

2. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each Claim covered under this **Section 6**.

If more than one person or entity makes a Claim for the same Wrongful Act, that is deemed to be a single Claim for the purpose of application of the Excess.

Only one Excess is payable for Claims arising from the one originating cause or source.

3. Jurisdiction

Any dispute arising out of or under **Section 6** will be subject to determination by any Court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

4. Reporting and notice

A Claim will be considered to have been first reported to Us at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act.

5. Settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim was recommended to be settled for including the costs and expenses incurred up to the date of such refusal.

6. Severability and non-imputation

We agree that where **Section 6** insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- (a) failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or

- (b) made a misrepresentation to Us before this contract of insurance was entered into; or
- (c) failed to comply with any terms or conditions of **Section 6**;

will not prejudice the rights of the remaining party or parties to indemnity as may be provided by **Section 6**, subject to the following provisos:

- (i) such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

7. Subrogation

When We admit a Claim under **Section 6** We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 6** when they begin with a capital letter.

Claim, Claims

means

- (a) a written or verbal allegation of any Wrongful Act; or
- (b) a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- (c) a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld):

- (a) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal;
- (b) in the legally compellable attendance by an Office Bearer at any official investigation into the affairs of Your Strata Community.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- (a) a person or other entity appointed by Your Strata Community to act as an Office Bearer or committee member in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where the Insured Property and Common Area is situated;
- (b) a Strata Community Manager appointed as an agent of an Office Bearer and/or committee member;
- (c) a person invited by an Office Bearer and/or committee member to assist in the management of Your Strata Community affairs.

but does not include a Strata Community Manager or any other contracted person(s), firm or company when acting in their professional capacity.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- (a) of You serving as an Office Bearer or committee member or director of Your Strata Community; or
- (b) as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Strata Community.

Where any such Wrongful Act results in more than one Claim covered by Us under this or another Policy, all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Section 7 - Machinery breakdown

What We cover

This Section contains **Parts A** and **B** that provide cover against the following Events that occur during the Period of Insurance.

Section 7 - Part A

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

You are covered for the following Events.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 7**, against Insured Damage to an Insured Item on the basis set out in "Claims - basis of settlement", including the cost of:
 - (a) (i) expediting repair including overtime working;
 - (ii) express or air freight on recognised/scheduled services;
 - (iii) replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
 - (iv) hiring a temporary replacement item where such cost is necessary to maintain a vital service of Yours;

and provided that the Insured Item is:

- (b) (i) contained at Your Situation; and
- (ii) is in the ordinary course of working at the time Insured Damage occurs.

Section 7 - Part B

Cover under **Part B** applies to You and Lot Owners. The following Events 1) and 2) of **Part B** are included in addition to the Sum Insured for **Section 7**.

1. Rent

When the Common Area or a Lot has been leased out, or can be substantiated by means of a signed agreement that the Common Area or Lot would have been leased out, We will pay You and/or the Lot Owner for the Rent that is lost or would have been lost if Insured Damage occurs and the Common Area or Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured Damage until the time the Common Area or Lot is relet following completion of repairs or replacement provided You

or they demonstrate that all reasonable actions have been taken to obtain a new Tenant; or

- the amount of any reasonable rental rebate that is negotiated with an existing Tenant following the happening of Insured Damage until completion of repairs or replacement.

2. Temporary accommodation

When a Lot Owner occupies their Lot We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot is made unfit to be occupied for its intended purpose by Insured Damage that is admitted as a claim under **Section 7**.

We will pay:

- from the time of the Insured damage until the time they reoccupy their Lot following completion of repairs or replacement.

The combined total amount We will pay under **Part B** arising out of any one Event that is admitted as a claim under **Section 7** is limited to fifteen percent (15%) of the Sum Insured for **Section 7** or such other percentage as We may agree in writing.



Exclusions - what We do not cover

We will not pay for:

1. *Damage caused by or arising from:*
 - (a) *Wear and Tear, smut, smoke, soot, rust, corrosion, oxidisation or scale formation;*
 - (b) *Erosion, Earth Movement, sea, high water, high tide, Storm Surge, tidal wave, or Flood;*
 - (c) *an Event that is claimable under **Section 1**;*
 - (d) *chipping, scratching or discolouration of painted, polished or finished surfaces;*
 - (e) *the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving that had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;*

- (f) *the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions or ordinary use;*
 - (g) *the tightening of loose parts, recalibration or adjustments;*
 - (h) *the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.*
2. *Damage to:*
- (a) *glass, porcelain or ceramic components;*
 - (b) *defective tube joints or other defective joints or seams;*
 - (c) *any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;*
 - (d) *foundations, brickwork, and refractory materials forming part of an Insured Item;*
 - (e) *television, video or audio equipment other than security system equipment;*
 - (f) *expendable items such as electrical and electronic glass bulbs, tubes, lamps and x-ray tubes;*
 - (g) *electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, microprocessor and/or controller units, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;*
 - (h) *computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;*
 - (i) *plant that has been hired or is on loan unless We specifically agree in writing.*
3. *Consequential loss of any kind other than that which is specifically stated. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use or Depreciation.*
4. *Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.*
5. *Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.*
6. *Damage that is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.*
7. *Loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.*
8. *The cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.*

Claims - basis of settlement

We will at Our option (acting reasonably) repair or replace the Insured Item or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not make any deduction for Depreciation in respect of parts replaced.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special conditions

1. Excess

Whenever an Excess is shown on the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

2. Professional fees

We will pay up to \$10,000 for the reasonable cost of professional fees and other expenses You necessarily incur with Our prior written consent in the preparation of a claim under **Section 7**.

Special definitions

The words listed below have been given a specific meaning and these specific meanings apply to **Section 7** when the words begin with a capital letter.

Insured Damage

means sudden and accidental physical Loss or Damage to the Insured Item that occurs during the Period of Insurance and requires repair or replacement to allow continuation of use.

Insured Item

means:

- (a) lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;
- (b) all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

providing they form part of Your Insured Property or its services.

Section 8 - Catastrophe insurance

What We cover

Section 8 - Part A

1. We will pay up to the Sum Insured shown on the Schedule for **Section 8**, against the unforeseen increase in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it a constructive total loss, following a loss that occurs during the Period of Insurance:

- (a) due to the happening of a Catastrophe; or
- (b) other Event that occurs not later than sixty (60) days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period;
and
- (c) the Event giving rise to the loss is admitted as a claim under **Section 1**.

Section 8 - Part B

Cover for Events 1) to 4) of **Part B** applies to You and Lot Owners and are included in addition to the Sum Insured for **Section 8**.

1. Rent

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

- (a) due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- (b) the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) a) of **Part B** of **Section 1** is expended until the time Your Lot or Common Area is relet following completion of rebuilding, repairs or replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary accommodation

When You occupy Your Lot We will pay the reasonable cost of Temporary Accommodation You necessarily incur, including any unforeseen increase in the cost of rental of a residential Lot or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your damaged Lot if Your Lot is damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- the Loss or Damage to Your Insured Property is admitted as a claim under **Section 1**.

We will pay from the time indemnity provided under Event 1) b) of **Part B** of **Section 1** is expended until the time You reoccupy Your Lot following completion of rebuilding, repairs or replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- (a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- (b) storing the undamaged portion at that place or an equivalent alternate place;
- (c) returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- (d) insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Loss or Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We cover'; and
- is admitted as a claim under **Section 1**.

The amount We pay will be reduced by any amount payable for such costs under **Section 1**.

4. Evacuation costs

When You occupy Your Lot for residential purposes We will pay Evacuation Costs necessarily incurred by You, or any person or persons permanently residing with You at the time immediately prior to such a happening, following an order issued by a Public or Statutory Authority or Body, entity or person so empowered by law, to evacuate Your Lot:

- (a) due to the happening of a Catastrophe; and
- (b) the Loss or Damage to Your Lot is admitted as a claim under **Section 1**.

Any Evacuation Costs so payable will be reduced by any amount paid or payable by way of compensation by any Public or Statutory Authority.

The total amount We will pay under Events 1 to 4 of **Part B** arising out of any Event claimable under **Section 8** is limited to twenty percent (20%) of the Sum Insured for **Section 8** or such other percentage as We may agree in writing.

Claims - basis of settlement

The basis upon which the amount payable as the unexpected increase in the cost of Replacement is to be calculated as the difference between:

- (a) the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1 b of 'What We cover'; and
- (b) the greater of either:
 - (i) the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of **Section 1** immediately prior to the Catastrophe; or
 - (ii) the Sum Insured in force under **Section 1** at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We cover'.

Special provisions

1. No payment will be made under **Section 8** until such time as the greater amount determined in accordance with the provisions of **Clause b)** of 'Claims – basis of settlement' (above) has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under **Section 8** the Qualified Valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
 - (a) the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - (b) any extra cost necessarily incurred to comply with any Public or Statutory Authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the happening of Loss or Damage;
 - (c) architects fees, surveyors' fees and any other professional fees;
 - (d) legal fees necessarily incurred in making submissions or applications to any Public or Statutory Authority, Builders Licensing Board, or Land and Environment Courts;
 - (e) fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under **Section 8** may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be

binding and who will at the same time decide as to payment of the costs of such referral.

Special conditions

Terms and conditions

Section 8 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 8** when they begin with a capital letter.

Catastrophe

means an Event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Evacuation Costs

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Section 9 - Government audit costs and legal expenses

Section 9 - Part A: Government audit costs

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

1. We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part A** for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance.

We will not pay more than the Sum Insured for:

- (a) any Audit first notified to You during the Period of Insurance including any such Audit notified but not finalised until a subsequent Period of Insurance;
 - (b) all Audits notified to You in any one Period of Insurance.
2. We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent in connection with a Record Keeping Audit.



Exclusions - what We do not cover

1. We will not pay for Professional Fees:
 - (a) if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - (i) received any notice of a proposed Audit;
 - (ii) had information that an Audit was likely to take place;
 - (iii) had information that would indicate to a reasonable person that an Audit was likely to take place.
 - (b) if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - (i) at all;
 - (ii) properly;
 - (iii) by the due date.
 - (c) for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:

- (i) any act or omission by You; or
 - (ii) any failure, act or omission arising from or in connection with Your statutory obligations.
- (d) charged by someone other than a Professional Adviser unless We have given Our prior written consent.
 - (e) relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - (i) during the Period of Insurance; or
 - (ii) not more than twelve (12) months prior to the original inception date of **Section 9**;

or relates to a return for a financial year not more than three (3) years prior to the date You receive notification of an Audit.
 - (f) relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.
 - (g) to the extent We are prejudiced by You breaching any conditions in this Policy, including if you fail to take reasonable steps to comply with any requirement imposed by any relevant legislation or fail to do what You must do if You intend to make a claim or You make a claim.

2. We will not under any circumstances pay for the cost of:
 - (a) any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges.
 - (b) any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations.
 - (c) the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Special conditions

1. You must:
 - (a) make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
 - (b) lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;

- (c) upon becoming notified of an Audit or impending Audit promptly inform Strata Community Insurance by telephone, in writing or in person.
 - (d) obtain Strata Community Insurance's written approval before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge. Please contact Us to confirm approval for these costs.
2. An Audit commences:
- (a) at the time You first receive notice that an Auditor proposes to conduct an Audit; and
 - (b) is completed when:
 - (i) the Auditor has given written notice to that effect; or
 - (ii) the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - (iii) when the Auditor has issued an assessment or amended assessment of a Designated Liability

Section 9 - Part B: Appeal expenses - health and safety breaches

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part B** for Appeal Expenses You necessarily incur with Our consent in appealing against:

- (a) an improvement or prohibition notice issued to You under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- (b) a determination made against You by a review committee, arbitrator, tribunal or Court under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated.



We will not pay:

- i. *unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that same period;*
- ii. *more than the Sum Insured for Part B for:*
 - *any notice or determination first made or first brought against You during the Period of Insurance*

including any such notice or determination not finalised until a subsequent Period of Insurance;

- *all notices and determinations first notified or made in any one Period of Insurance.*

The improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Section 9 - Part C: Legal defence expenses

What We cover

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You sought approval from Us first.

We will pay up to the Sum Insured shown on the Schedule for **Section 9 - Part C** for Legal Defence Expenses You necessarily incur with Our written consent in connection with litigation arising out of a claim first made or first brought against You:

- (a) in connection with the conduct of Your ordinary Business and affairs;
- (b) under the *Competition and Consumer Act 2010* or under any other Consumer Protection Legislation;
- (c) arising out of any dispute with an employee, former employee or prospective employee:
 - (i) concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - (ii) leading to civil or criminal proceedings under any Race Relations, Sexual Discrimination or any other Australian anti-discrimination Legislation.

Legal Defence Expenses associated with any appeal which We consent to or which We bring under Special Condition 1 are included in the Sum Insured for **Part C** for the Period of Insurance in which the claim under appeal was first made or brought against You.



We will not pay:

- (a) *unless:*
 - (i) *any such claim is first made or first brought against You during the Period of Insurance;*

- (ii) You report it to Us during the Period of Insurance;
 - (iii) We agree there are reasonable grounds for the defence of any such claim.
- (b) more than the Sum Insured for **Part C** for:
- (i) any claim first made or first brought against You during the Period of Insurance including any such claim not finalised, or appeal not brought or finalised, until after the Period of Insurance has expired;
 - (ii) all claims first made or first brought against You in any one Period of Insurance and any appeals in relation to those claims.

Excess and Contribution

For each and every claim made or brought against You, You must pay:

- (a) by way of Excess - the amount shown on the Schedule; plus
- (b) by way of Contribution - the percentage shown on the Schedule.

Examples based on a Sum Insured of \$50,000:	(1)	(2)	(3)
Cost of Legal Defence Expenses	\$20,000	\$50,000	\$80,000
less Your Excess (e.g. \$10,000)	\$10,000	\$10,000	\$10,000
Net fees after the deduction of the Excess	\$10,000	\$40,000	\$70,000
less Your Contribution (e.g. 10% of the net fees)	\$1,000	\$4,000	\$7,000
Amount claimable (*Sum Insured limit)	\$9,000	\$36,000	\$*50,000



Exclusions - what We do not cover under Part C

1. We will not pay Legal Defence Expenses for any claim:
 - (a) that You have defended without Our written consent;
 - (b) that You have defended contrary to or in a different manner from that advised by the Appointed Representative, to the extent that any additional Legal Defence Expenses are incurred as a result;
 - (c) arising from an act, omission, liability or Event for which indemnity is otherwise provided under the terms and conditions of **Section 2** (Liability to others) and **Section 6** (Office Bearers Liability) or

would have been provided if **Section 2** and **Section 6** had been selected by You and shown on the Schedule;

- (d) arising from circumstances that You knew of prior to the inception of **Section 9**, or that a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a claim against You;
 - (e) arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
 - (f) between You and Us including Our Directors, employees or servants;
 - (g) that involves a conflict of duty or interest of Yours;
 - (h) made or threatened or in any way intimated on or before the inception date shown on the Schedule, except as otherwise provided by Special Condition 4;
2. We will not pay for:
 - (a) the cost of litigation or proceedings initiated by You;
 - (b) the payment of any compensation or damages of any kind and
 - (c) Legal Defence Expenses associated with any appeal unless the claim under appeal was first made or brought against You during the Period of Insurance.

Special conditions that apply to Part C

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

- (a) make a further written application to Us for Our written consent at least five (5) clear business days prior to the expiry of the time for instituting an appeal; or
- (b) if the time allowed by law to appeal is less than five (5) clear business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other

communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any claim made or brought against You. Please contact Us to confirm consent to these Legal Defence Expenses. The granting of any such consent will not be unreasonably withheld.

4. Information to be given to the appointed representative

You will at all times and at Your own expense give to the Appointed Representative all such information and assistance as reasonably required. You will take reasonable steps to ensure that You give a complete and truthful account of the facts of the case, supply all documentary and other evidence in Your possession relating to the claim, obtain and sign all documents required to be obtained and signed and attend any meetings or conferences when requested.

5. Jurisdiction

Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

6. Nomination of appointed representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may accept or refuse such nomination and We cannot unreasonably withhold Our consent.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests.

In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as reasonably possible if You receive an offer to settle a claim. If You do not, We

may reduce or deny Your claim to the extent We are prejudiced by Your delay.

If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further if You refuse a recommendation by the Appointed Representative to settle a claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the appointed representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of legal defence expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by **Part C**. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

11. Subrogation

In the event of a payment under **Part C** to You or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery of Legal Defence Expenses against all persons or organisations and You will take reasonable steps to execute and deliver instruments and papers and to do all that is necessary to assist Us in the exercise of such rights.

Special definitions

The words listed below have been given a specific meaning and apply to **Section 9** when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent in connection with a claim brought against You.

Appointed Representative

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any claim with respect to which Legal Defence Expenses are payable under **Section 9**.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with *Superannuation Industry Supervision Act 1993* and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Business

means the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Contribution

means the proportion of Legal Expenses incurred above the Excess which is payable by You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement that is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

- (a) fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such claim;
- (b) legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

- (a) an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- (b) any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- (a) form part of an annual or fixed fee or cost arrangement; or
- (b) relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- (c) were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- (d) relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service that would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation, other than an Audit, to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Section 10 - Lot Owners' Fixtures and Improvements

What We cover

When You have exhausted Your Sum Insured under **Part A** of **Section 1** We will pay up to the amount shown in the Schedule for **Section 10** any one Lot for:

- (a) Loss or Damage to Lot Owners' Fixtures and Improvements caused by an Event claimable under **Section 1**; and
- (b) which occurs during the Period of Insurance.

The total amount We will pay under **Section 10** arising out of any one Event that is admitted as a claim is limited to ten percent (10%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

Section 10 is subject to the same terms, conditions and exclusions as **Section 1** and General Exclusions except as they may be expressly varied herein.

Claims - basis of settlement

If Lot Owners' Fixtures and Improvements are lost or damaged, We may choose (acting reasonably) to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under **Section 10** will be the cost of Replacement at the time of Replacement subject to the following provisions:

- (a) The necessary work of replacing or repairing must be commenced and carried out without unreasonable delay (provided that You will not be responsible for any delay caused by Us);
- (b) If You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- (c) Where materials used in the original construction are not readily available We will use the nearest equivalent available;
- (d) When We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.



We will not pay for the cost to:

- (i) *replace undamaged Lot Owners' Fixtures and Improvements;*
- (ii) *replace or repair illegal installations.*

Special definition

The words listed below have been given a specific meaning and apply to **Section 10** when they begin with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

Section 11 - Loss of Lot market value

What We cover

If during the Period of Insurance Your Insured Property suffers Loss by an Event claimable under **Section 1** and permission to rebuild is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority We will if the Loss results in:

- (a) a total loss or constructive total loss of Your Insured Property and Your Strata Community Title and all Lot Titles are terminated; or
- (b) a partial loss resulting in some but not all Lot Titles being terminated;

pay You the difference between:

- (i) the Market Value of the Lot(s) immediately prior to the happening of Loss;
and
- (ii) the amount calculated on the percentage that the Lot(s) entitlement bears to the total Strata Community entitlement in respect of:
 - the Sum Insured for **Section 1** on the basis of Agreed Value; and
 - the Market Value of the Strata Community land following Loss.

The total amount We will pay for all Lots shall not exceed the Sum Insured shown on the Schedule for **Section 11**.

Example 1 – All Lots titles are terminated:

Market Value of all Lots prior to loss occurring	\$10,000,000
less Sum Insured payout under Section 1	\$7,000,000
less sale/value of land	\$2,000,000
net loss of Market Value	\$1,000,000
Amount recoverable if the Sum Insured under Section 11 is:	
a) \$1,000,000 or greater	\$1,000,000
b) \$500,000	\$500,000

Example 2 – One Lot title is terminated:

Market Value of the individual Lots prior to loss occurring	\$1,000,000
less Lot entitlement to Section 1	\$700,000
less Lot entitlement to sale/value of land	\$200,000
net loss of Market Value	\$100,000
Amount recoverable if the Sum Insured under Section 11 is:	
a) \$1,000,000 or greater	\$100,000
b) \$500,000	\$100,000

Special conditions

1. Following Loss no payment will be made under **Section 11** until such time as all or specific Lot Titles have been terminated and a valuation has been provided to Us detailing:

- (i) the Market Value of Lots where Title has been terminated at the time immediately prior to Loss; and
- (ii) the Market Value of Your land after Loss.

These valuations must be certified by a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices of the Australian Property Institute Inc.

2. Any differences relating to such valuations may by agreement between us be referred to the President of either the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if we both so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special definitions

Market Value

means the price reasonably obtainable for property in the general market.

Title

means a certificate or instrument issued by the Registrar or Registrar-General in terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation applying where Your Insured Property and Common Area is situated that evidences the ownership of:

- (a) Your land and/or common property, and
- (b) each Lot forming part thereof.



The Strength of **Experience.**

 stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)

E myenquiry@scinsure.com.au



RESIDENTIAL
STRATA



COMMERCIAL
STRATA



COMMUNITY
ASSOCIATION

Contact	Planning Services
Email	Dhud.planningservices@sa.gov.au
Phone:	7133 3030

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

1 December 2025

Duncan Sande & Associates
PO Box 3033
NORWOOD, SA 5067

Amended SPC response

Dear Sir/Madam

**Re: *Land and Business (Sale and Conveyancing) Act 1994 - Section 7 Enquiry*
Property at Apartment 1011 FL 12, 180 Morphett Street, Adelaide
Registered Proprietor(s): W and S Banks**

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 6173 Folio 723 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2733918 dated 25/11/25).

The land is the subject of an application for development which was granted approval, subject to certain conditions by the Development Assessment Commission pursuant to the *Development Act 1993 (repealed)*. A copy of the Planning Decision Notification is attached (refer item 5.1 of PIR).

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 6.1 of the PIR.

There is also no record of any condition that continues to apply under the *Planning, Development and Infrastructure Act 2016* (refer item 29.2 of the PIR).

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McMahon
Telephone: 8303 0734

Development Number
 020/0037/10
 Council Reference:
 DA/607/2010

FOR DEVELOPMENT APPLICATION

DATED: 3/8/10
REGISTERED ON: 11/8/10

TO: China Australia Property Development Group Pty Ltd
 C/- Connor Holmes
 25 Vardon Ave
 ADELAIDE SA 5000
 EMAIL: sholmes@connorholmes.com.au

LOCATION OF PROPOSED DEVELOPMENT: 176-186 Morphett Street

Lot No	Street	Suburb	Hundred	CT Reference
452, FP 181294	Morphett Street	Adelaide	Adelaide	5381/126
453, FP 181295	Morphett Street	Adelaide	Adelaide	3721/125

NATURE OF PROPOSED DEVELOPMENT DEMOLISH AN EXISTING BUILDING AND TO CONSTRUCT A 16 LEVEL RESIDENTIAL BUILDING WITH GROUND FLOOR RETAIL AND ASSOCIATED CAR PARKING

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	TWENTY SEVEN (27)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

Reserve matters and any conditions imposed are set out on the attached sheet. Final approval can not be granted until the Reserve matters have been satisfied to the satisfaction of the Development Assessment Commission.

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.



Simon Neldner
A/PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 11 November 2010
Date: 15 November 2010

[6] Sheets Attached

DEVELOPMENT APPLICATION - 020/0037/10

Reserved Matter

1. That pursuant to Section 33(3) of the *Development Act 1993*, the applicant shall submit detailed proposals for the following reserved matter requiring further assessment and approval by the Development Assessment Commission, prior to Development Approval of the application:
 - a. That a stormwater capture and storage system be incorporated into the structural design of the building to enable the collection of roof water from the development to be re-used for toilet flushing and/or similar re-use within the building. This system must be designed – in terms of its volumetric capacity – to provide for the meaningful capture and re-use of stormwater based upon the available roof area, number of apartments and annual/monthly rate of usage.

Conditions

1. That 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, including the amended plans as submitted in development application number 020/0037/10 (Council reference DA/607/10)

Plans by Greenway Architects P/L, Job number 10028, Plans described as follows:

- PD00, PD.01, PD02, PD03, PD04, PD05A, PD06B, PD07A, PD08 to PD0028
 - Planning Statement by Connor Holmes dated August 2010
 - Correspondence from Connor Holmes, dated as follows:
 - 8 September 2010
 - 5 October 2010 (x 2 letters)
 - 18 October 2010
 - 29 October 2010
 - Traffic Assessment by Murray Young & Associates, dated 7 September 2010
 - Acoustic report by VIPAC Engineers and Scientists, dated 10 August 2010
2. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.
 3. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
 4. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
 5. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.
 6. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
 7. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.

8. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
9. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
10. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
11. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of this consent shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
12. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
13. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
14. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.
15. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
16. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
17. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
18. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required) and basement level being Stage 1 and that the Ground and above levels being Stage 2.
19. That the applicant shall submit to the Development Assessment Commission a definitive statement from a suitably qualified environmental auditor advising that the land is suitable for its intended purpose. If required by the auditor, the applicant shall prepare a Phase 2 Site Assessment Report, prior to the granting on Building Rules Consent for the ground floor and above ground level stage (Stage 2).
20. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.

21. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.
22. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
 - b. 50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) in or adjacent to a Residential Zone, the North Adelaide Historic (Conservation) Zone or the Park Lands Zone when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
23. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
24. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for State 2 of the development.
25. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
26. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
27. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. The proposal will penetrate the Adelaide Airport Obstacle Limitation surface (OLS) and will need to be approved in accordance with the Airports Act 1996 and the Airports (Protection of Airspace) Regulations 1996. The application will be forwarded to the Civil Aviation Authority (CASA) and the Department of Infrastructure, Regional Development and Local Government for their assessment.
- b. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting

restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.

- c. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- d. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- e. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site: <http://www.epa.sa.gov.au/pub.html>
- f. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- g. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- h. It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- i. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No building work or change of classification is permitted until the Development Approval has been obtained.
- j. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
 - An annual fee may be charged in line with the Encroachment Policy.
 - Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- k. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.
- l. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
 - Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure

- m. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- n. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- o. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.
- The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.
- p. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation may need to address this matter by the installation of a central median, or any other traffic control device.
- q. With respect to any proposed storm water discharge from the property to the adjacent private road/right of way, the applicant must ensure that there are no objections from the owners of any other properties with rights over the private road. The applicant must also be prepared to create an easement within the proposed right of way for the purpose of storm water drainage, if required as a result of any proposed storm water discharge from any allotment to the proposed right of way.
- r. The applicant has indicated an outdoor dining area to Morphett Street. Whilst there is no objection in principle to the outdoor dining, it will require separate approval to the Corporation's Outdoor Dining Coordinator.
- s. Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.

- t. For further clarification or additional information, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
- u. The emission of noise from the premises is subject to control under the Environment Protection Act and Regulations, 1993 and the applicant (or person with the benefit of this consent) should comply with those requirements.
- v. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- w. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- x. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- y. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on receiving this notice or such longer time as the Court may allow. If wishing to contact the Court, it is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Simon Neldner
A/PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 11 November 2010
Date: 15 November 2010

\\sagplnf01\newdata\development_assessment\development applications\adelaide_020\2010\020_0037_10_china australia property development_morphett st_da607_2010\decision documents\020_0037_10_dnf.doc

South Australia - Regulation 43 under the Development Act, 1993

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McMahon
Telephone: 8303 0734

Development Number
 020/0037/10 Variation 1
 Council Reference:
 DA/607/2010/A

FOR DEVELOPMENT APPLICATION

DATED: 21 June 2011
REGISTERED ON: 21 June 2011

TO: China Australia Property Development Group Pty Ltd
 C/- Catherine Orford
 Connor Holmes
 25 Vardon Ave
 ADELAIDE SA 5000
 EMAIL: sholmes@connorholmes.com.au

LOCATION OF PROPOSED DEVELOPMENT: 176-186 Morphett Street

Lot No	Street	Suburb	Hundred	CT Reference
452, FP 181294	Morphett Street	Adelaide	Adelaide	5381/126
453, FP 181295	Morphett Street	Adelaide	Adelaide	3721/125

NATURE OF PROPOSED DEVELOPMENT VARIATION TO THE PLANNING CONSENT FOR DEVELOPMENT APPLICATION 020/0037/10 TO DEMOLISH AN EXISTING BUILDING AND TO CONSTRUCT A 16 LEVEL RESIDENTIAL BUILDING WITH GROUND FLOOR RETAIL AND ASSOCIATED CAR PARKING - VARIATION IS TO RECONFIGURE APARTMENTS, VARY FLOOR TO CEILING HEIGHTS RESULTING IN AN OVERALL INCREASE IN BUILDING HEIGHT OF 2.4M, VARY FAÇADE TREATMENTS, ALTERATIONS TO THE CAR PARKING, BICYCLE PARKING AND TO RELOCATE THE RAMP

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	TWENTY SEVEN (27)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.



Simon Neldner
A/PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 12 August 2011
Date: 12 August 2011

DEVELOPMENT APPLICATION - 020/0037/10 VARIATION 1

Conditions

1. That 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, including the amended plans as submitted in development application number 020/0037/10 variation 1 (Council reference DA/607/10/A)

Plans by Cheesman Architects, Job number 10172, Plans described as follows:

SD101, dated 28/4/11
SD102, dated 28/4/11
SD103, dated 21/4/11
SD104, dated 21/4/11
SD105, dated 21/4/11
SD106, dated 21/4/11
SD107, dated 21/4/11
SD108, dated 21/4/11
SD109, dated 21/4/11
SD110, dated 21/4/11
SD111, dated 21/4/11
SD112, dated 21/4/11
SD113, dated 21/4/11
SD114, dated 21/4/11
SD115A, dated 26/6/11
SD116A, dated 20/6/11

Planning Statement by Connor Holmes dated 21 June 2011
MFY report, dated 28 April 2011
Lucid report, dated 22 February 2011

Original correspondence received as part of Development Application 020/0037/10, except where varied by this application, as follows:

- Correspondence from Connor Holmes, dated as follows:
 - 8 September 2010
 - 5 October 2010 (x 2 letters)
 - 18 October 2010
 - 29 October 2010
 - Traffic Assessment by Murray Young & Associates, dated 7 September 2010
 - Acoustic report by VIPAC Engineers and Scientists, dated 10 August 2010
2. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.
 3. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
 4. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
 5. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.

6. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
7. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.
8. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
9. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
10. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
11. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of this consent shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
12. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
13. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
14. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.
15. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
16. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
17. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
18. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required) and basement level being Stage 1 and that the Ground and above levels being Stage 2.

19. That the applicant shall submit to the Development Assessment Commission a definitive statement from a suitably qualified environmental auditor advising that the land is suitable for its intended purpose. If required by the auditor, the applicant shall prepare a Phase 2 Site Assessment Report, prior to the granting on Building Rules Consent for the ground floor and above ground level stage (Stage 2).
20. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.
21. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.
22. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
 - b. 50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) in or adjacent to a Residential Zone, the North Adelaide Historic (Conservation) Zone or the Park Lands Zone when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
23. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
24. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for State 2 of the development.
25. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
26. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
27. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. The proposal will penetrate the Adelaide Airport Obstacle Limitation surface (OLS) and will need to be approved in accordance with the Airports Act 1996 and the Airports (Protection of Airspace) Regulations 1996. The application will be forwarded to the Civil Aviation Authority (CASA) and the Department of Infrastructure, Regional Development and Local Government for their assessment.
- b. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.
- c. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- d. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- e. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site: <http://www.epa.sa.gov.au/pub.html>
- f. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- g. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- h. It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- i. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No building work or change of classification is permitted until the Development Approval has been obtained.
- j. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
 - An annual fee may be charged in line with the Encroachment Policy.
 - Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- k. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.

- l. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
- Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure
- m. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- n. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- o. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.
- The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.
- p. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation may need to address this matter by the installation of a central median, or any other traffic control device.
- q. With respect to any proposed storm water discharge from the property to the adjacent private road/right of way, the applicant must ensure that there are no objections from the owners of any other properties with rights over the private road. The applicant must also be prepared to create an easement within the proposed right of way for the purpose of

storm water drainage, if required as a result of any proposed storm water discharge from any allotment to the proposed right of way.

- r. The applicant has indicated an outdoor dining area to Morphett Street. Whilst there is no objection in principle to the outdoor dining, it will require separate approval to the Corporation's Outdoor Dining Coordinator.
- s. Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.
- t. For further clarification or additional information, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
- u. The emission of noise from the premises is subject to control under the Environment Protection Act and Regulations, 1993 and the applicant (or person with the benefit of this consent) should comply with those requirements.
- v. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- w. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- x. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- y. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on receiving this notice or such longer time as the Court may allow. If wishing to contact the Court, it is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Simon Neldner

**A/PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION**

Date of Decision: 12 August 2011

Date: 12 August 2011

q:\development_assessment\development applications\adelaide_020\2010\020_0037_10_v1_china australia property development group\decision documents\020_0037_10_dnf.doc

South Australia - Regulation 43 under the Development Act, 1993

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McMahon
Telephone: 8303 0734

Development Number
 020/0037/10 Variation 2
 Council Reference:
 DA/607/2010/B

FOR DEVELOPMENT APPLICATION

DATED: 20 December 2011
REGISTERED ON: 20 December 2011

TO: China Australia Property Development Group Pty Ltd
 C/- Catherine Orford
 Connor Holmes
 25 Vardon Ave
 ADELAIDE SA 5000
 EMAIL: corford@connorholmes.com.au

LOCATION OF PROPOSED DEVELOPMENT: 176-186 Morphett Street

Lot No	Street	Suburb	Hundred	CT Reference
452, FP 181294	Morphett Street	Adelaide	Adelaide	5381/126
453, FP 181295	Morphett Street	Adelaide	Adelaide	3721/125

NATURE OF PROPOSED DEVELOPMENT VARIATION 2 TO THE PLANNING CONSENT FOR DEVELOPMENT APPLICATION 020/0037/10 TO DEMOLISH AN EXISTING BUILDING AND TO CONSTRUCT A 16 LEVEL RESIDENTIAL BUILDING WITH GROUND FLOOR RETAIL AND ASSOCIATED CAR PARKING - VARIATION IS AMEND CONDITION 19 (SITE ASSESSMENT REPORT)

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	TWENTY SEVEN (27)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.



Mark Adcock
PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 1 March 2011
Date: 1 March 2011

[6] Sheets Attached

DEVELOPMENT APPLICATION - 020/0037/10 VARIATION 2

Conditions

1. That 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, in development applications number 020/0037/10 and 020/0037/10 Variation 1 (amended plans) and 020/0037/10 Variation 2, as listed below:

Details received in Development Application 020/0037/10 Variation 2

- Letter by Connor Holmes, dated 20 December 2011
- Report by TMK, dated 28 September 2011
- Stage 1 Environmental Site History (report No. 119079R1 Issue), dated 19 September 2011
- Report by Coffey (E18517/1-AB), dated 23 October 2003

Details received in Development Application 020/0037/10 Variation 1, except where varied by this application:

Plans by Cheesman Architects, Job number 10172, Plans described as follows:

SD101, dated 28/4/11
SD102, dated 28/4/11
SD103, dated 21/4/11
SD104, dated 21/4/11
SD105, dated 21/4/11
SD106, dated 21/4/11
SD107, dated 21/4/11
SD108, dated 21/4/11
SD109, dated 21/4/11
SD110, dated 21/4/11
SD111, dated 21/4/11
SD112, dated 21/4/11
SD113, dated 21/4/11
SD114, dated 21/4/11
SD115A, dated 26/6/11
SD116A, dated 20/6/11

- Planning Statement by Connor Holmes dated 21 June 2011
- MFY report, dated 28 April 2011
- Lucid report, dated 22 February 2011

Details received in Development Application 020/0037/10, except where varied by this application:

- Correspondence from Connor Holmes, dated as follows:
 - 8 September 2010
 - 5 October 2010 (x 2 letters)
 - 18 October 2010
 - 29 October 2010
- Traffic Assessment by Murray Young & Associates, dated 7 September 2010
- Acoustic report by VIPAC Engineers and Scientists, dated 10 August 2010

2. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.

3. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
4. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
5. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.
6. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
7. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.
8. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
9. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
10. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
11. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of this consent shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
12. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
13. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
14. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.

15. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
16. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
17. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
18. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required) and basement level being Stage 1 and that the Ground and above levels being Stage 2.
19. That the applicant shall submit to the Development Assessment Commission final environmental reports and a definitive statement from a suitably qualified environmental expert advising that the land is suitable for its intended purpose, prior to the granting of Building Rules Consent for the ground floor and above ground level stage (Stage 2).
20. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.
21. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.
22. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
 - b. 50 dB(A) during daytime (7.00am to 10.00pm) and 40 dB(A) during night time (10.00pm to 7.00am) in or adjacent to a Residential Zone, the North Adelaide Historic (Conservation) Zone or the Park Lands Zone when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
23. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
24. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for State 2 of the development.

25. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
26. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
27. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. The proposal will penetrate the Adelaide Airport Obstacle Limitation surface (OLS) and will need to be approved in accordance with the Airports Act 1996 and the Airports (Protection of Airspace) Regulations 1996. The application will be forwarded to the Civil Aviation Authority (CASA) and the Department of Infrastructure, Regional Development and Local Government for their assessment.
- b. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.
- c. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- d. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- e. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site: <http://www.epa.sa.gov.au/pub.html>
- f. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- g. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- h. It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- i. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No building work or change of classification is permitted until the Development Approval has been obtained.
- j. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
 - An annual fee may be charged in line with the Encroachment Policy.

- Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- k. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.
- l. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
- Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure
- m. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- n. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- o. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.

The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.

- p. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation

may need to address this matter by the installation of a central median, or any other traffic control device.

- q. With respect to any proposed storm water discharge from the property to the adjacent private road/right of way, the applicant must ensure that there are no objections from the owners of any other properties with rights over the private road. The applicant must also be prepared to create an easement within the proposed right of way for the purpose of storm water drainage, if required as a result of any proposed storm water discharge from any allotment to the proposed right of way.
- r. The applicant has indicated an outdoor dining area to Morphett Street. Whilst there is no objection in principle to the outdoor dining, it will require separate approval to the Corporation's Outdoor Dining Coordinator.
- s. Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.
- t. For further clarification or additional information, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
- u. The emission of noise from the premises is subject to control under the Environment Protection Act and Regulations, 1993 and the applicant (or person with the benefit of this consent) should comply with those requirements.
- v. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- w. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- x. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- y. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on receiving this notice or such longer time as the Court may allow. If wishing to contact the Court, it is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Mark Adcock
PRINCIPAL PLANNER
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 1 March 2012
Date: 1 March 2012

South Australia - Regulation 43 under the Development Act, 1993

DECISION NOTIFICATION FORM

Contact Officer: Simon Neldner
Telephone: 8303 0662
KNET Reference: 7995104

Development Number
 020/0037/10 Variation 3
Council Reference:
 DA/607/2010/C

FOR DEVELOPMENT APPLICATION

DATED: 2 September 2013
REGISTERED ON: 17 September 2013

TO: China Australia Property Development Group Pty Ltd
 c/- Connor Holmes
 25 Vardon Avenue
 ADELAIDE SA 5000
EMAIL: Brian.Emmett@fyfe.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	CT Reference
A452, FP181294	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/83
A453, FP181295	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/29

NATURE OF PROPOSED DEVELOPMENT

Variation to previous approval DA 020/0037/10 (including changes made in variation 1 & 2) – deletion of basement level (and associated carparking), reconfiguration of ground level parking and layout.

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	Twenty-eight (28)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.



Mark Adcock
PRINCIPAL PLANNER
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 3 October 2013
 Pages (6)

DEVELOPMENT APPLICATION - 020/0037/10 V3

PLANNING CONDITIONS:

1. That 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 as approved in Development Applications number 020/0037/10 Variation 3, as listed below:

Cheesman Architects – Amended Plans

Ground Floor only – Drawing 10172-SD123 dated 16 August 2013

Basement – marked 'Deleted' – Drawing 10172-SD100 dated 27 April 2011

Correspondence

Letter from Connor Holmes to DPTI dated 2 September 2013

Email from Connor Holmes to DPTI dated 2 October 2013

Cheesman Architects – Current Plans (no change)

These drawing references have been provided for the benefit of the applicant and planning authority and remain current with this consent (previously approved under V1).

SD102, dated 28/4/11

SD103, dated 21/4/11

SD104, dated 21/4/11

SD105, dated 21/4/11

SD106, dated 21/4/11

SD107, dated 21/4/11

SD108, dated 21/4/11

SD109, dated 21/4/11

SD110, dated 21/4/11

SD111, dated 21/4/11

SD112, dated 21/4/11

SD113, dated 21/4/11

SD114, dated 21/4/11

SD115A, dated 26/6/11

SD116A, dated 20/6/11

2. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 020/0037/10, DA 020/0037/10 V1 and DA 020/0037/10 V2) remain valid.
3. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.
4. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
5. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
6. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.
7. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
8. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.

9. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
10. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
11. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
12. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of the consent under DA 020/0037/10 shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
13. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
14. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
15. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.
16. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
17. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
18. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
19. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required), footings, substructure, ground level and infrastructure being Stage 1 and above ground levels being Stage 2.
20. That the applicant shall submit to the Development Assessment Commission final environmental reports and a definitive statement from a suitably qualified environmental expert advising that the land is suitable for its intended purpose, prior to the granting of Building Rules Consent for the ground floor and above ground level stage (Stage 2).
21. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.
22. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.

23. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
24. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
25. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for Stage 2 of the development.
26. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
27. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
28. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. The proposal will penetrate the Adelaide Airport Obstacle Limitation surface (OLS) and will need to be approved in accordance with the *Airports Act 1996* and the *Airports (Protection of Airspace) Regulations 1996*. The application will be forwarded to the Civil Aviation Authority (CASA) and the Department of Infrastructure, Regional Development and Local Government for their assessment.
- b. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.
- c. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- d. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- e. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site:
<http://www.epa.sa.gov.au/pub.html>
- f. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- g. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- h. It is recommended that as the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- i. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No

building work or change of classification is permitted until the Development Approval has been obtained.

- j. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
- An annual fee may be charged in line with the Encroachment Policy.
 - Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- k. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.
- l. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
- Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure
- m. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- n. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- o. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.
- The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.
- p. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation may need to address this matter by the installation of a central median, or any other traffic control device.
- q. With respect to any proposed storm water discharge from the property to the adjacent private road/right of way, the applicant must ensure that there are no objections from the owners of any other properties with rights over the private road. The applicant must also be prepared to create an

easement within the proposed right of way for the purpose of storm water drainage, if required as a result of any proposed storm water discharge from any allotment to the proposed right of way.

- r. The applicant has indicated an outdoor dining area to Morphett Street. Whilst there is no objection in principle to the outdoor dining, it will require separate approval to the Corporation's Outdoor Dining Coordinator.
- s. Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.
- t. For further clarification or additional information, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
- u. The emission of noise from the premises is subject to control under the *Environment Protection Act and Regulations, 1993* and the applicant (or person with the benefit of this consent) should comply with those requirements.
- v. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- w. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- x. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- y. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on receiving this notice or such longer time as the Court may allow. If wishing to contact the Court, it is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Mark Adcock
PRINCIPAL PLANNER
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 3 October 2013

South Australia - Regulation 43 under the Development Act, 1993

DECISION NOTIFICATION FORM

Contact Officer: Gabrielle McMahon
Telephone: 8303 0734
KNET Reference: 2013/19087/01 (8216861)

Development Number
 020/0037/10 Variation 4
 Council Reference:
 DA/607/2010/D

FOR DEVELOPMENT APPLICATION

DATED: 17 September 2013

REGISTERED ON: 17 September 2013

TO: China Australia Property Development Group Pty Ltd
 c/- Connor Holmes
 25 Vardon Avenue
 ADELAIDE SA 5000

EMAIL: cvounasis@connorholmes.com.au and bill.couros@capdg.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Street	Suburb	Hundred	CT Reference
A452, FP181294	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/83
A453, FP181295	176-188 Morphett Street	Adelaide	Adelaide	CT 5381/29

NATURE OF PROPOSED DEVELOPMENT

Variation to previous approval DA 020/0037/10 (including changes made in variation 1, 2 & 3) – Variation includes an increase in height, additional car parking levels, reconfiguration of apartments with an increase in apartment numbers, increase in bicycle parking and other changes

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS
Development Plan Consent	GRANTED	Thirty one (31)
Building Rules Consent	STILL REQUIRED	
DEVELOPMENT APPROVAL	STILL REQUIRED	

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.

The development must be substantially commenced within 12 months of the date of the original approval for DA 020/037/10, unless this period has been extended by the Development Assessment Commission. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the original approval unless this period is extended by the Commission.



Mark Adcock
PRINCIPAL PLANNER
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

Date of Decision: 24 December 2013

Pages attached (6)

DEVELOPMENT APPLICATION - 020/0037/10 V4

PLANNING CONDITIONS:

1. That 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 as approved in Development Applications number 020/0037/10 Variation 4, as listed below:

Cheesman Architects Drawing No 10172, dated 12/12/2013:

SD123

SD124

SD125

SD126

SD127

SD128

SD129

SD130

SD132

2. Previously supplied documentation, correspondence and reports (unless expressly superseded by this consent or previous approvals granted in respect to DA 020/0037/10, DA 020/0037/10 V1, DA 020/0037/10 V2 and DA 020/0037/10 V3) remain valid.
3. The building must not exceed a maximum height of 101.45 metres AHD, inclusive of the building maintenance unit, all lift over-runs, vents, chimneys, aerials, antennas, lighting rids, roof top garden plantings, construction cranes etc.
4. The building must be obstacle lit at night using medium intensity steady red obstacle lights in accordance with the Manual of Standards for Part 139 of the Civil Aviation Safety Regulations 1998 (Part 139 MOS) Section 9.4.
5. The proponent must arrange for a certified surveyor to notify Adelaide Airport Limited of the finished height (in metres AHD) and the coordinates of the building.
6. That external materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Development Assessment Commission.
7. That any ramp grade changes shall be designed in accordance with AS/NZS 2890.1:2004 Off-street Car Parking so as to ensure that vehicles will not scrape their undersides when negotiating any grade changes on the said ramp.
8. That clear sight lines for users of the car park shall be provided to ensure pedestrian safety along the Morphett Street footpath and shall be provided at all times in accordance with in accordance with AS/NZS 2890.1:2004 Off-street Car Parking.
9. That all line marking for car park spaces and traffic signs on the Land shall conform to AS/NZS 2890.1:2004 Off-street Car Parking.
10. That lighting to the Morphett Street Canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Development Assessment Commission and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of the Development Assessment Commission.
11. That the finished floor level of the ground floor level at the entry point to the development shall match the existing footpath unless otherwise agreed to by the Adelaide City Council in writing.

12. That the finished floor level of the car park entry and exit points on the Land shall match the adjacent road level unless otherwise agreed to by the Adelaide City Council in writing.
13. That the connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Development Assessment Commission.
14. That the applicant or the person having the benefit of this consent shall ensure that all storm water run off from the canopy is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the canopy storm water run off shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Development Assessment Commission.
15. That the energy efficiency measures proposed for installation within the Development as detailed on page 12 of the Report prepared by Connor Holmes dated August 2010 forming part of the consent under DA 020/0037/10 shall be installed within the Development to the reasonable satisfaction of the Development Assessment Commission. Such energy efficiency measures shall be operational prior to the occupation or use of the Development.
16. That the provision of an energy audit for the proposed development shall be provided to the satisfaction of the Development Assessment Commission, and be prepared by an appropriately qualified professional demonstrating energy and water efficiency including the proposed stormwater retention and reuse system.
17. That the acoustic attenuation measures recommended in the VIPAC report, dated 10 August 2010, forming part of this consent and shall be undertaken within the Development to the reasonable satisfaction of the Development Assessment Commission. Such acoustic measures shall be operational prior to the occupation or use of the Development.
18. That the signs proposed to be located at the egress of the car park permitting left-out movements only onto Morphett Street shall be installed.
19. That cautionary signs regarding low clearance to the structure over the access point to the car park shall be installed on the Land in accordance AS/NZS 2890.1:2004 Off-street Car Parking.
20. That doors to the proposed tenancy on the ground floor shall not extend beyond the boundary alignment.
21. That the proposal shall include the treatment of service doors and exits onto public footpaths to minimise potential conflict with pedestrians or create points of concealment.
22. That the proposal shall constitute two stages, with the demolition of existing improvements, site works and remediation (if required) being Stage 1 and that the Ground and above levels being Stage 2.
23. That the applicant shall submit to the Development Assessment Commission final environmental reports and a definitive statement from a suitably qualified environmental expert advising that the land is suitable for its intended purpose, prior to the granting of Building Rules Consent for the ground floor and above ground level stage (Stage 2).
24. That prior to obtaining final Development Approval for construction of the development (Stage 2), the applicant shall further investigate the size and functionality of the waste

recovery area, in consultation with the Adelaide City Council and shall be to the reasonable satisfaction of the Development Assessment Commission.

25. That final details of waste management practices shall be submitted to and approved by the Adelaide City Council prior to Development Approval being issued. These details shall include a Waste Management Plan which covers the three phases of the development.
 - a. resource recovery during demolition;
 - b. waste minimisation and resource recovery during construction; and
 - c. resource recovery during use (office paper and staff kitchen recycling facilities).
 - d. A subsequent Waste Management Plan shall be undertaken in accordance with the approved plan.
26. That mechanical plant or equipment, shall be designed, sited and screened to minimise noise impact on adjacent premises or properties. The noise level associated with the combined operation of plant and equipment such as air conditioning, ventilation and refrigeration systems when assessed at the nearest existing or envisaged noise sensitive location in or adjacent to the site shall not exceed.
 - a. 55 dB(A) during daytime (7.00am to 10.00pm) and 45 dB(A) during night time (10.00pm to 7.00am) when measured and adjusted in accordance with the relevant environmental noise legislation except where it can be demonstrated that a high background noise exists.
27. That appropriate acoustic screening of the rooftop plant and equipment shall be provided and the final details shall be to the satisfaction of the Development Assessment Commission.
28. That the applicant shall incorporate public art into the design of the ETSA transformer located on Morphett Street, and shall be to the satisfaction of the Development Assessment Commission, prior to building rules being obtained for State 2 of the development.
29. That during construction, all materials and goods shall be loaded and unloaded within the boundaries of the subject land.
30. That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.
31. That all trade waste and other rubbish shall be stored in covered containers prior to removal and shall be kept screened from public view.

Advisory Notes

- a. Crane operations associated with construction shall be the subject of a separate application. Adelaide Airport Limited requires 28 days prior notice of any crane operations during the construction. Crane assessment may also have to be conducted by the Civil Aviation Safety Authority (CASA). If you require any additional information contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.
- b. Breaches of approval conditions by the Department of Infrastructure and Regional Development are subject to significant penalties under sections 185 and 187 of the Airports Act 1996.
- c. If approved by the Department of Infrastructure, Regional Development and Local Government any associated lighting would need to conform to the airport lighting restrictions and be shielded from aircraft flight paths. Crane operations associated with construction, if approved, will also be subject to a separate application. If the applicant

requires any additional information he/she should contact Brett Eaton, Airside Safety manager from Adelaide Airport on 8308 9245.

- d. The approval does not include any signage (other than directional), which would need to be the subject of a separate application to the relevant planning authority.
- e. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure that the activities on the whole site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm.
- f. Any information sheets, guidelines documents, codes of practice, technical bulletins etc. that are referenced in this response can be accessed on the following web site: <http://www.epa.sa.gov.au/pub.html>
- g. The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations that may be required are to be at the applicant's expense.
- h. In addition the applicant is advised that the installation of an ETSA transformer within the building may require the submission of a variation application. Furthermore, any proposal to install electricity infrastructure including a transformer or switching cubicle within the public realm will require the consent of Council and may not be forthcoming.
- i. As the applicant is undertaking work on or near the boundary, the applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.
- j. Development Approval will not be granted until Building Rules Consent and/or an Encroachment Consent have been obtained. A separate application must be submitted for such consents. No building work or change of classification is permitted until the Development Approval has been obtained.
- k. An Encroachment Permit will be separately issued for the proposed encroachment into the public realm when Development Approval is granted. Particular attention is drawn to the following:
 - An annual fee may be charged in line with the Encroachment Policy.
 - Permit renewals are issued on an annual basis for those encroachments that attract a fee.
 - Unauthorised encroachments will be required to be removed.
 - Please contact the Approvals Section on 8203 7421 for further information.
- l. No on-street residential parking permits will be issued for use by occupants of, or visitors to, the development herein approved.
- m. A Building Site Management Plan is required prior to construction work beginning on site. The Building Site Management Plan should include details of such items as:
 - Work in the Public Realm
 - Street Occupation
 - Hoarding
 - Site Amenities
 - Traffic Requirements
 - Servicing Site
 - Adjoining Buildings
 - Reinstatement of Infrastructure

- n. Insecure building sites have been identified as a soft target for vandalism and theft of general building materials. The Adelaide Local Service Area Police and the Adelaide City Council are working together to help improve security at building sites. Items most commonly stolen or damaged are tools, water heaters and white goods. To minimise the risk of theft and damage, consider co-ordinating the delivery and installation of the goods on the same day. The applicant should work with the builder to secure the site with a fence and lockable gate. Securing the site is essential to prevent unauthorised vehicle access and establishes clear ownership. For any further enquiries about ways to reduce building site theft, the applicant should contact the Adelaide Local Service Area Community Programs Section on 8463 7024. Alternatively, the applicant may contact Adelaide City Council for further assistance and information by calling Nick Nash on 8203 7562.
- o. With respect to the awning /canopy:
- A street work permit must be obtained prior to the commencement of any work on Council's property. For information in relation to the issuing of on-street work permits, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
 - The top of the concrete pads for any support posts must provide a 100mm clearance to the finished footpath level.
 - Council will reinstate the footpath material at the street work permit holder's expense.
- p. In reference to street trees adjacent to the proposed development:
- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
 - The existing street tree(s) will not be pruned to maintain lines of sight to the proposed sign or the building /façade;
 - The street tree(s) will not be removed. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council.
- The applicant shall meet all costs associated with removing the existing street tree/s on Morphett Street and the planting of a replacement tree/s including modifications to the irrigation system.
- q. The operation of the car park entrance/exit will be monitored by Adelaide City Council staff. If the operation becomes problematic, with right turning motorists into the car park adversely affecting traffic conditions on Morphett Street, or similar, then the Corporation may need to address this matter by the installation of a central median, or any other traffic control device.
- r. With respect to any proposed storm water discharge from the property to the adjacent private road/right of way, the applicant must ensure that there are no objections from the owners of any other properties with rights over the private road. The applicant must also be prepared to create an easement within the proposed right of way for the purpose of storm water drainage, if required as a result of any proposed storm water discharge from any allotment to the proposed right of way.
- s. The applicant has indicated an outdoor dining area to Morphett Street. Whilst there is no objection in principle to the outdoor dining, it will require separate approval to the Corporation's Outdoor Dining Coordinator.
- t. Pursuant to Regulation 74, the Council must be given one business day's notice of the commencement and the completion of the building work on the site. To notify Council, contact City Services on 8203 7332.

- u. For further clarification or additional information, please contact the Adelaide City Council Customer Service Centre on 8203 7203.
- v. The emission of noise from the premises is subject to control under the Environment Protection Act and Regulations, 1993 and the applicant (or person with the benefit of this consent) should comply with those requirements.
- w. The development must be substantially commenced within 12 months of the date of the original approval for DA 020/037/10, unless this period has been extended by the Development Assessment Commission.
- x. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the original approval for DA 020/037/10, unless this period is extended by the Commission.
- y. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- z. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on receiving this notice or such longer time as the Court may allow. If wishing to contact the Court, it is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Mark Adcock
PRINCIPAL PLANNER
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 24 December 2013



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2733918

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

DATE OF ISSUE
25/11/2025

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
17083279	W G & S V BANKS			
PROPERTY DESCRIPTION				
A1011 F12 180 MORPHETT ST / ADELAIDE SA 5000 / LT 1011				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
0201231307	CT 6173/723	\$405,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	137.05	
	- REMISSION	\$	82.50	
	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-104.55	
	= <u>AMOUNT PAYABLE</u>	\$	0.00	
FINANCIAL YEAR				
2025-2026				

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE 23/02/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7011724114</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	---

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2733918

DATE OF ISSUE

25/11/2025

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

W G & S V BANKS

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

A1011 F12 180 MORPHETT ST / ADELAIDE SA 5000 / LT 1011

ASSESSMENT NUMBER

0201231307

TITLE REF.

(A "+" indicates multiple titles)

CT 6173/723

TAXABLE SITE VALUE

\$30,000.00

AREA

0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	\$	0.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= AMOUNT PAYABLE	\$	0.00			

Please Note:

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE

23/02/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7011724023</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	--

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
02 01231 30 7	CT6173723	25/11/2025	198	2733918

DUNCAN SANDE & ASSOC
 PO BOX 3033
 NORWOOD SA 5067
 office@duncansande.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: W G & S V BANKS
 Location: 1011 180 MORPHETT ST ADELAIDE LT1011 C40460
 Description: APT CP STORE Capital Value: \$ 405 000
 Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/2016	Water rates	164.60
Sewer main available:	1/7/2016	Sewer rates	188.00
		Water use	88.62
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	441.22CR
		Balance outstanding	0.00

Degree of concession: 00.00%
 Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 7/1/2026

This account has no meter of its own but is supplied from account no 02 01230 03 *.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 0.54%.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

South Australian Water Corporation

Name: **Water & Sewer Account**
W G & S V BANKS Acct. No.: 02 01231 30 7 Amount: _____

Address:
1011 180 MORPHETT ST ADELAIDE
LT1011 C40460

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0201231307



Bill code: 8888
Ref: 0201231307

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0201231307

