

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 5845 Folio 833

Parent Title(s) CT 5843/336  
Creating Dealing(s) ACT 9047561  
Title Issued 20/04/2001 Edition 3 Edition Issued 27/05/2008

### Estate Type

FEE SIMPLE

### Registered Proprietor

YURU CHEN  
OF UNIT 39 9 EBENEZER PLACE ADELAIDE SA 5000

### Description of Land

LOT 39 PRIMARY COMMUNITY STRATA PLAN 20838  
IN THE AREA NAMED ADELAIDE  
HUNDRED OF ADELAIDE

### Easements

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY WITH LIMITATIONS OVER THE LAND MARKED BA ON CP 20838 (RTC 8214630)

TOGETHER WITH EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED BA ON CP 20838 FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE (RTC 8214630)

TOGETHER WITH EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED BA ON CP 20838 FOR THE TRANSMISSION OF TELEVISION SIGNALS BY UNDERGROUND CABLE (RTC 8214630)

TOGETHER WITH EASEMENT(S) WITH LIMITATIONS OVER THE LAND MARKED BA ON CP 20838 (RTC 8214630)

### Schedule of Dealings

NIL

### Notations

Dealings Affecting Title NIL

Priority Notices NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
21/02/2001	9047562	SCHEME DESCRIPTION	FILED
21/02/2001	9047563	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

## Certificate of Title

**Title Reference** CT 5845/833  
**Status** CURRENT  
**Easement** YES  
**Owner Number** 14678146  
**Address for Notices** 11D/4 DISTILLERY DR PYRMONT 2009  
**Area** NOT AVAILABLE

## Estate Type

Fee Simple

## Registered Proprietor

YURU CHEN  
OF UNIT 39 9 EBENEZER PLACE ADELAIDE SA 5000

## Description of Land

LOT 39 PRIMARY COMMUNITY STRATA PLAN 20838  
IN THE AREA NAMED ADELAIDE  
HUNDRED OF ADELAIDE

## Last Sale Details

**Dealing Reference** TRANSFER (T) 10957143  
**Dealing Date** 12/05/2008  
**Sale Price** \$437,500  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

NIL

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
0204224102	CURRENT	Unit 39, 9 EBENEZER PLACE, ADELAIDE, SA 5000

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
21/02/2001 11:15	9047562	SCHEME DESCRIPTION	FILED
21/02/2001 11:15	9047563	BY-LAWS	FILED

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	0204224102
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2001
<b>Property Location</b>	Unit 39, 9 EBENEZER PLACE, ADELAIDE, SA 5000
<b>Local Government</b>	ADELAIDE
<b>Owner Names</b>	YURU CHEN
<b>Owner Number</b>	14678146
<b>Address for Notices</b>	11D/4 DISTILLERY DR PYRMONT 2009
<b>Zone / Subzone</b>	CC - Capital City
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1324 - Fourth Floor Home Unit
<b>Description</b>	H/U CPK
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C20838 LOT 39	CT 5845/833

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$105,000	\$550,000			
Previous	\$108,000	\$495,000			

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## Building Details

<b>Valuation Number</b>	0204224102
<b>Building Style</b>	High Rise Home Units (lifts)
<b>Year Built</b>	2001
<b>Building Condition</b>	Very Good
<b>Wall Construction</b>	Rendered
<b>Roof Construction</b>	Galvanised Iron
<b>Equivalent Main Area</b>	77 sqm
<b>Number of Main Rooms</b>	4

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

**Date:** 12 November 2025

**Email:** [city@cityofadelaide.com.au](mailto: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](http://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:

<b>Title Reference</b>	CT-5845/833
<b>Owner Name</b>	Miss Y Chen
<b>Address of Property</b>	Floor 4 39/9 Ebenezer Place, 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 that reads 'Paula Leske'.

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](mailto: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.

<b>Date Received</b>	10 November 2025
<b>Receipt Number</b>	7013368
<b>Document Issue Date</b>	12 November 2025
<b>Property Address</b>	Floor 4 39/9 Ebenezer Place, ADELAIDE SA 5000
<b>Property Description</b>	Lot 39 CP 20838
<b>Property Titles</b>	CT-5845/833
<b>Owner of Property</b>	Miss Y Chen

**Local Government Act 1999 [Act]**

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

**Section 179**

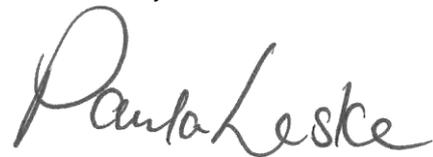
(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.

(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 (2<sup>nd</sup> September; 2<sup>nd</sup> December; 3<sup>rd</sup> March; 2<sup>nd</sup> 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](http://cityofadelaide.com.au)

ABN 20 903 762 572



## Assessment No: 22834 6

**Property Location**                      **Floor 4 39/9 Ebenezer Place,**

Rateable Valuation                      \$18,400  
Arrears                                        \$537.15  
Arrears Legal Fees                        \$0.00

**Gross Rates**                              **\$2,150.60**

(includes Regional  
Landscape Levy)

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

Rebates                                        \$0.00

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

Paid    \$-2,687.75  
Overpayments                             \$0.00  
Refunds                                        \$0.00

**Outstanding Balance**                 **\$0.00**





CITY OF  
ADELAIDE

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

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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](mailto: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:**

<b>Certificate of Title:</b>	CT-5845/833
<b>Property Description:</b>	Lot 39 CP 20838
<b>Property Address:</b>	Floor 4 39/9 Ebenezer Place, ADELAIDE SA 5000
<b>Previous Owner: (Full names)</b>	Miss Y Chen
<b>New Owner: (Titles and full names)</b>	
<b>New Owner's Postal address for future notices: (or managing agent)</b>	
<b>New Owner's Postal address for general mail: (if different to above)</b>	
<b>New Owner's contact phone number(s):</b>	
<b>New Owner's email address:</b>	
<b>Settlement Date:</b>	

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 4 39/9 Ebenezer Place, ADELAIDE SA 5000

**Reference:** 2000/03233-2

**Certificate of Title:** CT-5845/833

**Dated:** 11 November 2025

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

## PRESCRIBED INFORMATION

<b>Planning, Development and Infrastructure Act 2016</b>	
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): <b>Refer to attached PlanSA Section 7 Report</b></p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? <del>*YES/NO</del></p> <p>Is the land designated as a local heritage place? <del>*YES/NO</del></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? <del>*YES/NO</del></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? <del>*YES/NO</del></p>
Section 127 - Condition (that continues to apply) of a development authorisation	<p><del>Date of authorisation:</del></p> <p><del>Name of relevant authority that granted authorisation:</del></p> <p><del>Condition(s) of authorisation:</del></p> <p><b>Refer to attached PlanSA Section 7 Report</b></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>
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## 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):
<b>Confirmed – Planning/Development Section .....</b>	
<b><i>Fire and Emergency Services Act 2005</i></b>	
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):
<b>Confirmed – Enforcement/Compliance section: .....</b>	
<b><i>Food Act 2001</i></b>	
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

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

**PRESCRIBED INFORMATION**

<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	<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>
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	<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>
<b>Confirmed – General section: .....</b>	
<b>Local Nuisance and Litter Control Act 2016</b>	
Section 30 – Nuisance or litter abatement notice	<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>
<b>Planning, Development and Infrastructure Act 2016</b>	
section 141 – Order to remove or perform work	<p>Date of order:</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p>

## PRESCRIBED INFORMATION

<b><i>Planning, Development and Infrastructure Act 2016</i></b>	
	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**

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

## PRESCRIBED INFORMATION

<b>Public and Environmental Health Act 1987 (repealed)</b>	
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:
<b>Confirmed – Environmental Health section:</b> .....	
<b>South Australian Public Health Act 2011</b>	
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:
<b>Confirmed – Health section:</b> .....	

## 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**

**APPROVAL** under the Development Act, 1993 was given on 12 February 2001 for

Variation to DA/427/99 to construct 5 level retail/apartment building - retail/commercial ground floor and 4 upper levels 40 apartments (**DA/427/1999/A**),

Subject to the following condition(s):

Provisional Development Plan Consent	<b>Consent</b>	<b>08 February 2000</b>	3
Provisional Building Rules Consent	<b>Consent</b>	<b>24 May 2000</b>	3
Development Approval	<b>Approved</b>	<b>12 February 2001</b>	6

#### **CONDITIONS OF THE PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:**

1. Except where minor amendments may be required by other relevant Acts and or Legislation, or by conditions imposed herein, all development is to be established in strict accordance with the details and plans submitted with the development application (020/0001/00) (DA/427/1999).
2. The conditions and notes as set out in the original Provisional Development Plan Consent (Application Number 020/0010/99 (DA/427/1999), dated 13 September 1999) are still applicable, except where modified by the following condition and notes.
3. Details of any air condition or air extraction plant or ducting in association with this development to be placed on the exterior of the building shall be submitted to and approved by the City of Adelaide.

#### **CONDITIONS OF THE PROVISIONAL BUILDING RULES CONSENT ARE AS FOLLOWS:**

1. Plans and Specifications for the sprinkler system to the retail tenancies shall be submitted to the satisfaction of the certifier prior to such work being commenced.

#### **BCA-Section 36**

2. Portable fire extinguishers shall be selected and installed in accordance with AS24444.

#### **BCA-E1.6**

3. The passenger lift shall be provided with fire services control in accordance with AS1735.2

#### **BCA-E3.7**

PRESCRIBED INFORMATION

3, 5, 6, 7

89

Reference No: PC10829

427/99/A  
2800/88021



ALTERNATIVE SOLUTION  
ASSESSMENT OF BUILDING CODE OF AUSTRALIA  
PERFORMANCE REQUIREMENT

(1)

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA-C3.2
ALTERNATIVE SOLUTIONS	: to permit the carpark access ramp openings less than 3 metres from the allotment boundaries to be un-protected

(No. 53)

ASSESSMENT METHOD (Refer BCA Introduction.)

- Documentary evidence as described in A2.2
- Verification Methods  
Verification methods may include the following:
  - (a) Calculations - using analytical methods or mathematical models.
  - (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
  - (c) Other methods accepted by the relevant authority.
- Comparison with Deemed-to Satisfy Provisions  
Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.
- The opinions of suitably qualified and experienced technical experts

REASONING

The adjoining buildings are State Heritage listed and unlikely to be redeveloped. They currently present a blank masonry wall to the subject site and there is minimal opportunity for fire spread between the allotments.

It is determined that the proposed alternative solution satisfies the performance requirement.

Katnich Dodd  
Building Surveyors & Consulting Engineers

.....  
Ian Dodd  
24 May 2000

PRESCRIBED INFORMATION

3, 5, 6, 7

(89)

427/1999/A

Reference No: PC10829

2000/08021



ALTERNATIVE SOLUTION  
ASSESSMENT OF BUILDING CODE OF AUSTRALIA  
PERFORMANCE REQUIREMENT

(2)

(No. 54)

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA - SA E1.3
ALTERNATIVE SOLUTIONS	: to delete the requirement for fire hydrant pump(s) subject to the automatic fire alarm installation being privately monitored on a 24 hour basis.

ASSESSMENT METHOD (Refer BCA Introduction.)

Documentary evidence as described in A2.2 Verification Methods

Verification methods may include the following:

- (a) Calculations - using analytical methods or mathematical models.
- (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
- (c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

SUPPORTING DOCUMENTATION

- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 26 April 2000 Job No 10716.37501

REASONING

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

It is determined that the proposed alternative solution satisfies the performance requirement.

Katnich Dodd  
Building Surveyors & Consulting Engineers

.....  
Ian Dodd  
24 May 2000

PRESCRIBED INFORMATION

3, 5, 6, 7

(89)

Reference No: PC10829 427/99/A

3000/50021



ALTERNATIVE SOLUTION  
ASSESSMENT OF BUILDING CODE OF AUSTRALIA  
PERFORMANCE REQUIREMENT

(3)

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA-E1.4
ALTERNATIVE SOLUTIONS	: to delete the requirement for fire hoses to be installed in the ground floor tenancies subject to the installation of an automatic fire alarm system throughout the tenancies.

(No. 55)

ASSESSMENT METHOD (Refer BCA Introduction.)

Documentary evidence as described in A2.2

Verification Methods

Verification methods may include the following:

(a) Calculations - using analytical methods or mathematical models.

(b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.

(c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

SUPPORTING DOCUMENTATION

- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 26 April 2000 Job No 10716.37501

REASONING

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**  
Building Surveyors & Consulting Engineers

.....  
**Ian Dodd**  
24 May 2000

PRESCRIBED INFORMATION

3,5,6,7

89

427/99/A

Reference No: PC10829

2000/000.21



ALTERNATIVE SOLUTION  
ASSESSMENT OF BUILDING CODE OF AUSTRALIA  
PERFORMANCE REQUIREMENT

(4)

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA - SA G7.3
ALTERNATIVE SOLUTIONS	: to permit the western external wall to be located less than 600 mm from the allotment boundary.

(No 56)

ASSESSMENT METHOD (Refer BCA Introduction.)

Documentary evidence as described in A2.2

Verification Methods

Verification methods may include the following:

(a) Calculations - using analytical methods or mathematical models.

(b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.

(c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

REASONING

The existing building is located less than 600 mm from the allotment boundary. The space between the buildings will be sealed with concrete to prevent weed growth and is wide enough to facilitate cleaning.

It is determined that the proposed alternative solution satisfies the performance requirement.

Katnich Dodd  
Building Surveyors & Consulting Engineers

.....  
Ian Dodd  
24 May 2000



## PRESCRIBED INFORMATION



**Application:** DA/921/2013  
**Applicant:** COMMUNITY CORPORATION NO 20838 INC  
**Location:** NUMBER NINE, 3-17 Ebenezer Place, ADELAIDE SA 5000  
**Description:** Install solar panels on roof on frames.

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

**1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**

- E-mail from Design Ecology to Council dated 11 March 2014
- Grace Solar Mounting – GS Series – Fold Tri-Bracket Adjustable Tilt System (Page 20) drawings
- Proposed Solar Panel Layout by Design Ecology

**to the reasonable satisfaction of the Council except where varied by conditions below (if any).**

**Reason:** To ensure that the Development is undertaken in accordance with the plans and details submitted.

**2. The photovoltaic solar panels shall not be placed at an angle exceeding 10 degrees above the horizontal plane.**

**Reason:** To minimise visual impact upon neighbouring premises.

### CONDITIONS OF BUILDING RULES CONSENT

**Nil Conditions Imposed**



## PREScribed INFORMATION



**Application:** DA/921/2013/A  
**Applicant:** WHITTLES MANAGEMENT SERVICES and COMMUNITY CORPORATION NO 20838 INC  
**Location:** NUMBER NINE, 3-17 Ebenezer Place, ADELAIDE SA 5000  
**Description:** Vary previous authorisation to install solar panels on roof on frames - VARIATION - Amendment to Condition 2 to increase angle of frame from 10 degrees to 30 degrees.

### CONDITIONS OF DEVELOPMENT PLAN CONSENT

**1. The Development shall be undertaken in accordance with the plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent as listed below:**

- E-mail from Design Ecology to Council dated 11 March 2014
- Grace Solar Mounting – GS Series – Fold Tri-Bracket Adjustable Tilt System (Page 20) drawings
- Proposed Solar Panel Layout by Design Ecology

**to the reasonable satisfaction of the Council except where varied by conditions below (if any).**

**Reason:** To ensure that the Development is undertaken in accordance with the plans and details submitted.

**2. The photovoltaic solar panels shall not be placed at an angle exceeding 10 degrees above the horizontal plane.**

**Reason:** To minimise visual impact upon neighbouring premises.

### CONDITIONS OF BUILDING RULES CONSENT

**Nil Conditions Imposed**

## PRESCRIBED INFORMATION

### Attachment - Change of Use

**DA/435/2002** - change the use of vacant premises to internet café

**DA/0326/2012** - Internal and external alterations and change the use from shop to café - 11 Ebenezer Place

**DA/0086/2014** - Internal alterations and change the use from shop to cafe. – Shop 2 7 Ebenezer Place

**DA/0557/2016** - Change of use of 13 Ebenezer Place from office to cafe and associated alterations to create one (1) tenancy and change of trading hours.

**DA/643/2018**- Change the use of a portion of existing offices to café (kitchen preparation area) associated with adjacent café.

## 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.**

# Data Extract for Section 7 search purposes

Valuation ID 0204224102

**Data Extract Date:** 11/11/2025

## 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:** C20838 FL39

**Certificate Title:** CT5845/833

**Property Address:** UNIT 39 9 EBENEZER PL ADELAIDE SA 5000

## Zones

Capital City (CC)

## Subzones

No

## Zoning overlays

### Overlays

#### **Airport Building Heights (Regulated) (All structures over 153.5 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.

#### **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.

#### **Heritage Adjacency**

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

**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.

**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.

**State Heritage Place (Heritage Number: 1332)**

The State Heritage Place Overlay seeks to ensure development maintains the heritage and cultural values of State Heritage Places through conservation, ongoing use and adaptive reuse.

**Is the land situated in a State Heritage Place/Area**

Yes

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/>

### 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

PLAN TYPE <b>PRIMARY STRATA PLAN</b>			
THIS IS SHEET 1 OF 12 SHEETS			
DEPOSITED 6/4/2001			
CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P.M.S. APPROVED
-	JLM	<i>[Signature]</i>	5/1/01

TITLE REFERENCE  
CT 5843/336/337

**ALLOTMENT 113 in DP 55792 of PART TOWN ACRES 91, 92, 95 and 96 CITY OF ADELAIDE**

IRRIGATION AREA	DIVISION
HUNDRED <b>ADELAIDE</b>	
AREA <b>ADELAIDE</b>	
COUNCIL <b>CITY OF ADELAIDE</b>	
MAP REF <b>6628/42/h and j</b>	
OB / LAST PLAN REF <b>DP 55792</b>	TOTAL AREA <b>1468m<sup>2</sup></b>
DEV No <b>020/CO33/00</b>	
SCALE	METRES
0 3 6 9 12 15	

THE WITHIN LAND IS TOGETHER WITH AN EASEMENT WITH LIMITATIONS FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE OVER THE LAND MARKED BA VIDE RTC 8214630

THE WITHIN LAND IS TOGETHER WITH AN EASEMENT WITH LIMITATIONS FOR THE TRANSMISSION OF TELEVISION SIGNALS BY UNDERGROUND CABLE OVER THE LAND MARKED BA VIDE RTC 8214630

THE WITHIN LAND IS TOGETHER WITH A FREE AND UNRESTRICTED RIGHT OF WAY WITH LIMITATIONS OVER THE LAND MARKED BA VIDE RTC 8214630

PORTION OF THE COMMON PROPERTY MARKED AY IS SUBJECT TO AN EASEMENT WITH LIMITATIONS VIDE RTC 8119389

PORTION OF THE COMMON PROPERTY MARKED CK(T/F) IS SUBJECT TO A SERVICE EASEMENT FOR ELECTRICITY SUPPLY PURPOSES VIDE SED 49050 CK(T/F)

PORTION OF THE COMMON PROPERTY MARKED DK IS SUBJECT TO A RIGHT OF WAY ON FOOT ONLY VIDE RTC 9012706

PORTION OF THE COMMON PROPERTY MARKED DM IS SUBJECT TO AN EASEMENT WITH LIMITATIONS VIDE RTC 9012706

PORTION OF THE COMMON PROPERTY MARKED DN IS TO BE SUBJECT TO AN EASEMENT FOR ELECTRICITY SUPPLY PURPOSES APPURTENANT TO PIECE 114 in DP 55792 AS SET FORTH IN THE ACCOMPANYING APPLICATION

PORTION OF THE COMMON PROPERTY MARKED DN IS TO BE SUBJECT TO AN EASEMENT FOR DRAINAGE PURPOSES APPURTENANT TO PIECE 114 in DP 55792

THE COMMON PROPERTY IS TO BE TOGETHER WITH AN EASEMENT FOR VERANDAH EXISTING ABOVE A LEVEL OF 42.35 METRES AHD OVER THE LAND MARKED BQ AS SET FORTH IN THE ACCOMPANYING APPLICATION

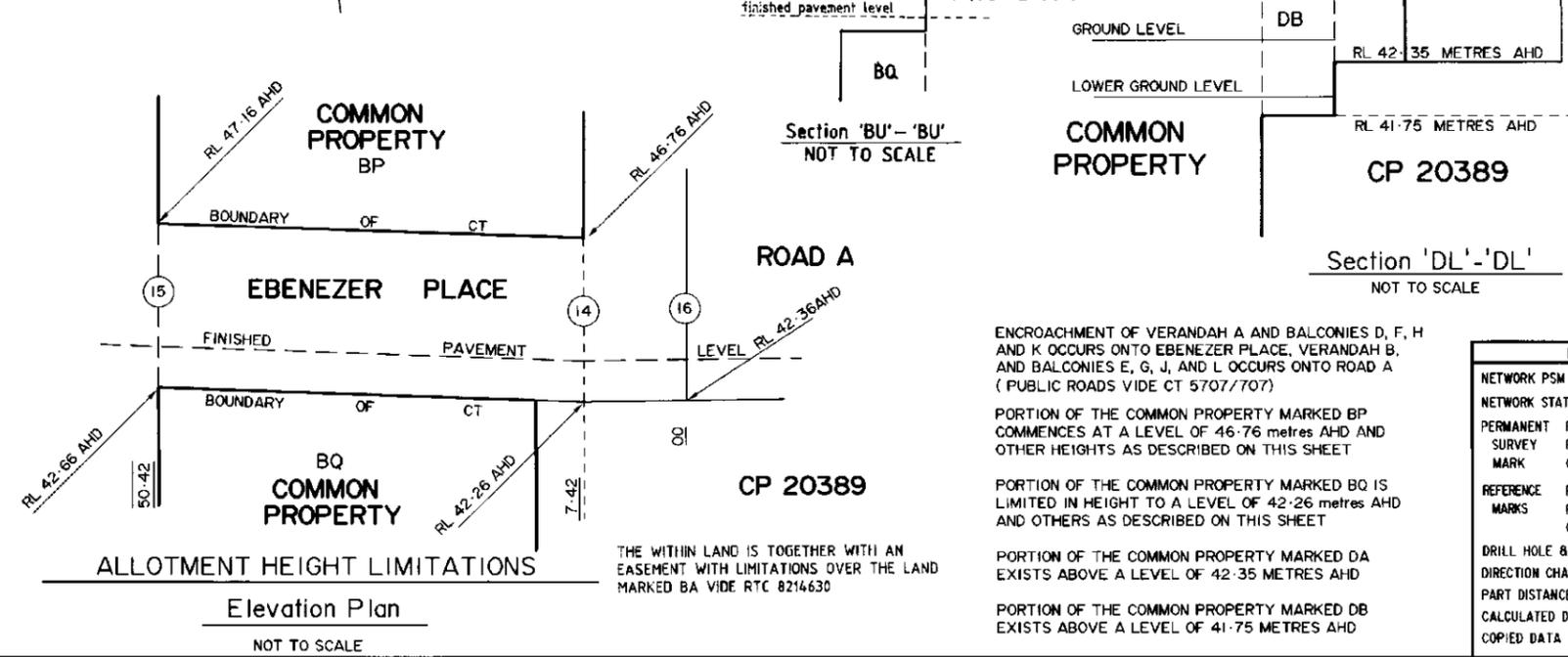
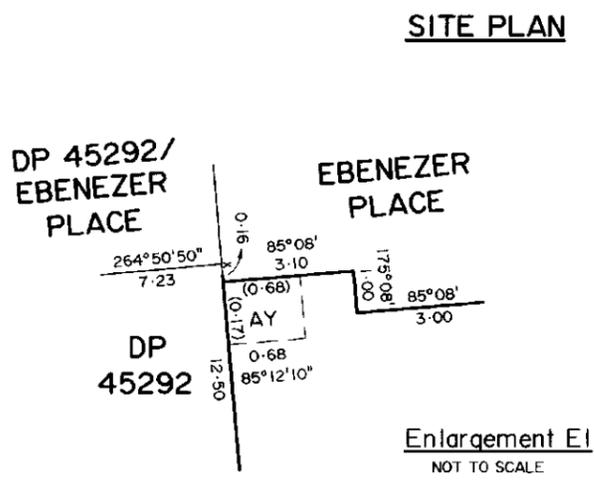
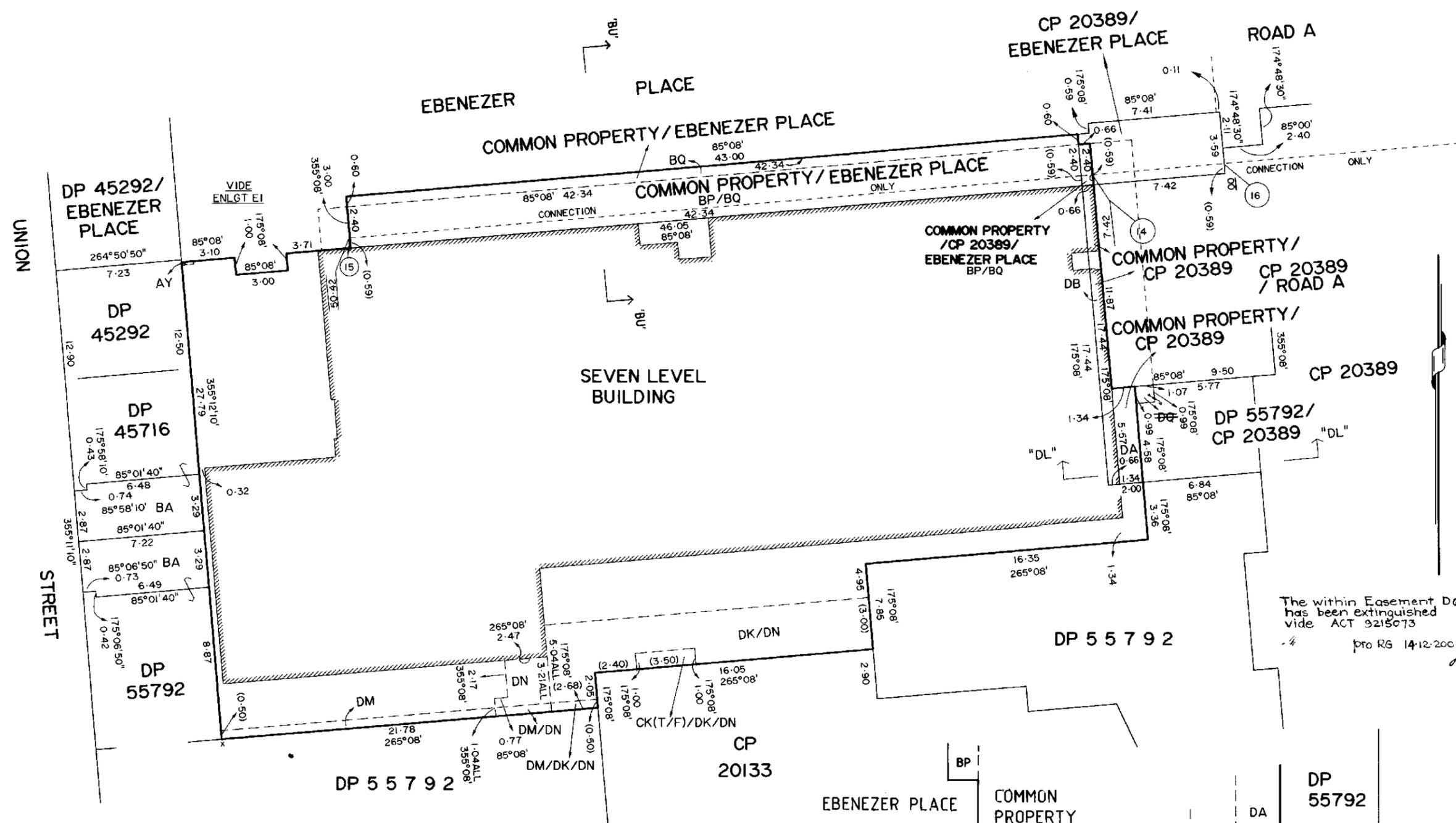
ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR	ZONE	AMG
BEARING DATUM <b>85°08' (15) - (16)</b>	DISTANCE	
DERIVED FROM <b>DP 55792</b>	ADOPTED	

CERTIFICATE OF LICENSED SURVEYOR

**ROSS ALEXANDER KENNEDY**  
I, licensed surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation

Dated this 8 day of **FEBRUARY 2001**  
Licensed Surveyor *Ross Kennedy*



ENCROACHMENT OF VERANDAH A AND BALCONIES D, F, H AND K OCCURS ONTO EBENEZER PLACE, VERANDAH B, AND BALCONIES E, G, J, AND L OCCURS ONTO ROAD A (PUBLIC ROADS VIDE CT 5707/707)

PORTION OF THE COMMON PROPERTY MARKED BP COMMENCES AT A LEVEL OF 46.76 METRES AHD AND OTHER HEIGHTS AS DESCRIBED ON THIS SHEET

PORTION OF THE COMMON PROPERTY MARKED BQ IS LIMITED IN HEIGHT TO A LEVEL OF 42.26 METRES AHD AND OTHERS AS DESCRIBED ON THIS SHEET

PORTION OF THE COMMON PROPERTY MARKED DA EXISTS ABOVE A LEVEL OF 42.35 METRES AHD

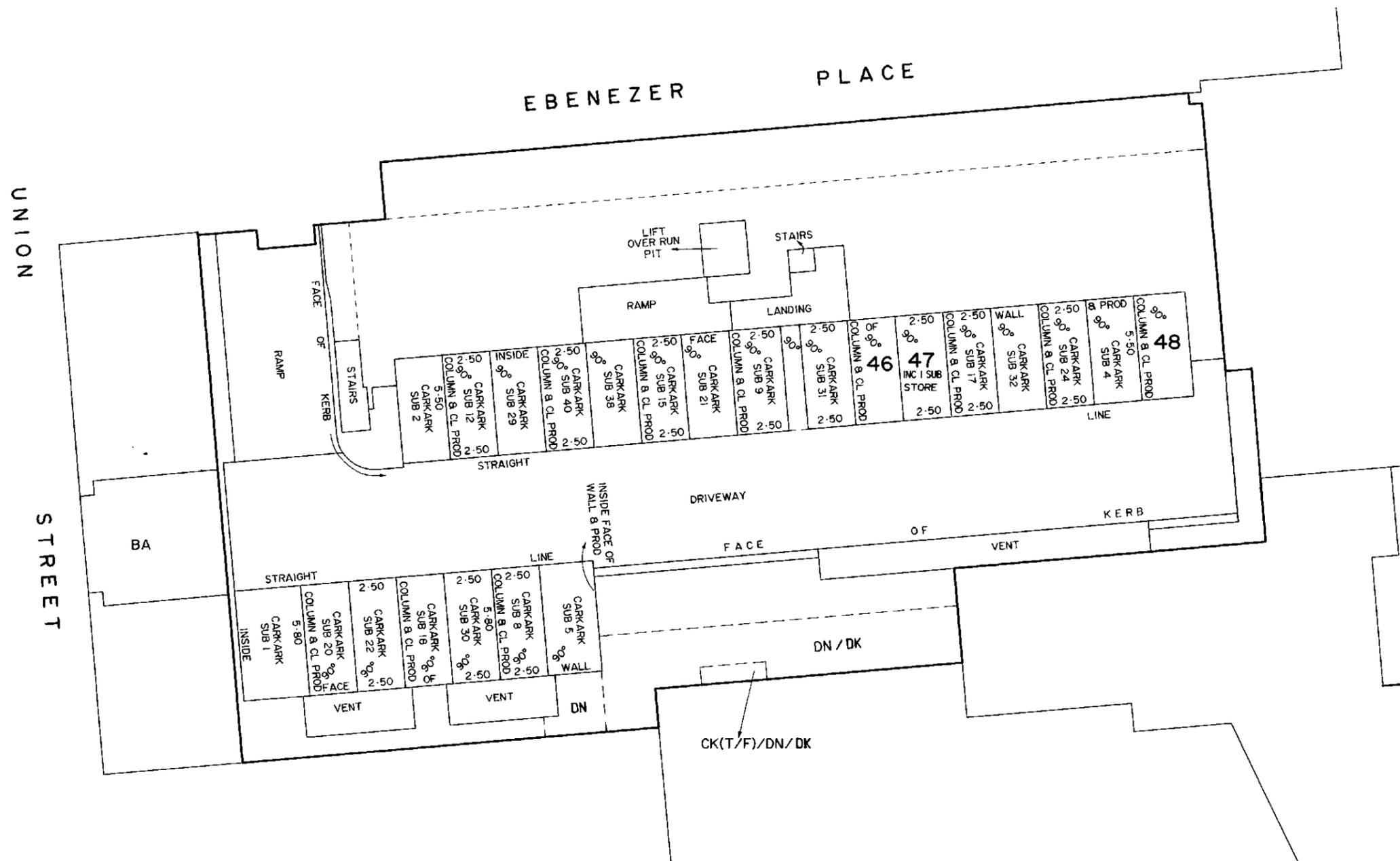
PORTION OF THE COMMON PROPERTY MARKED DB EXISTS ABOVE A LEVEL OF 41.75 METRES AHD

LEGEND	
NETWORK PSM	<input type="checkbox"/>
NETWORK STATION	<input checked="" type="checkbox"/>
PERMANENT SURVEY MARK	<input type="checkbox"/> PLACED FOUND GONE
REFERENCE MARKS	<input type="checkbox"/> PLACED FOUND GONE
DRILL HOLE & WING	<input type="checkbox"/>
DIRECTION CHANGE	<input type="checkbox"/>
PART DISTANCES	<input type="checkbox"/> ( 20.32 )
CALCULATED DATA	<input type="checkbox"/> 20.85 CALC
COPIED DATA	<input type="checkbox"/> 100.85

**FYFE SURVEYORS**  
PTY LTD  
ACN 062 592 465  
143 FULLARTON ROAD, ROSE PARK 5067  
PH 8364 1000 FAX 8364 0904  
File 8822/17/1  
Dwg No 08822S06 Date 21/9/2000

ANNOTATIONS

THE UPPER LIMIT OF LOTS 46, 47, 48 AND THE LOT SUBSIDIARIES SHOWN AS CARPARK IS 0.10 METRES BELOW THE OVERHANGING STRUCTURE



**LOWER GROUND FLOOR PLAN**

**FYFE SURVEYORS**

PTY LTD

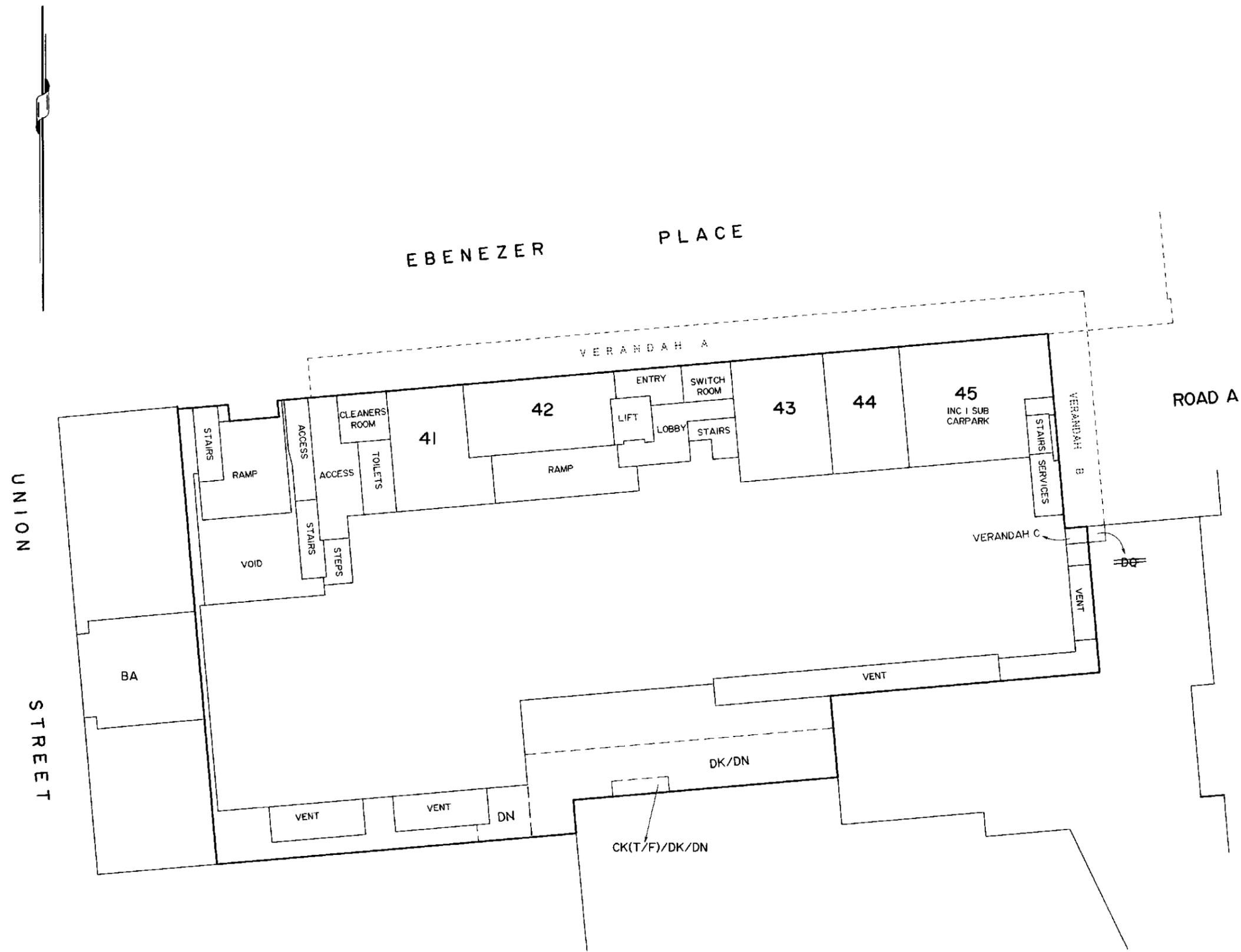
ACN 062 592 465

143 FULLARTON ROAD, ROSE PARK 5067

PH 8364 1000 FAX 8364 0904

Dwg No 08822506 DATE 28/8/2000

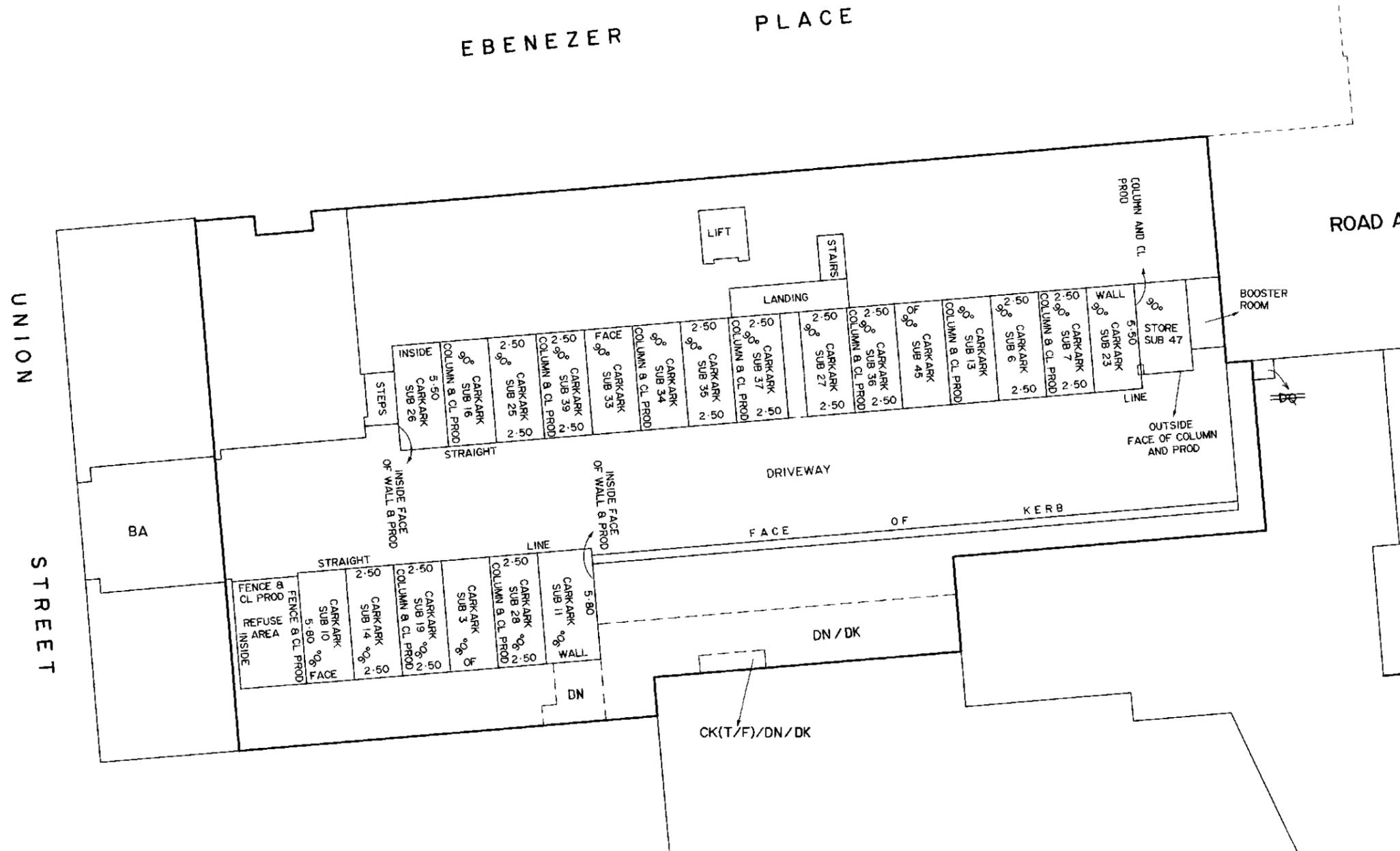
ANNOTATIONS



**GROUND FLOOR PLAN**

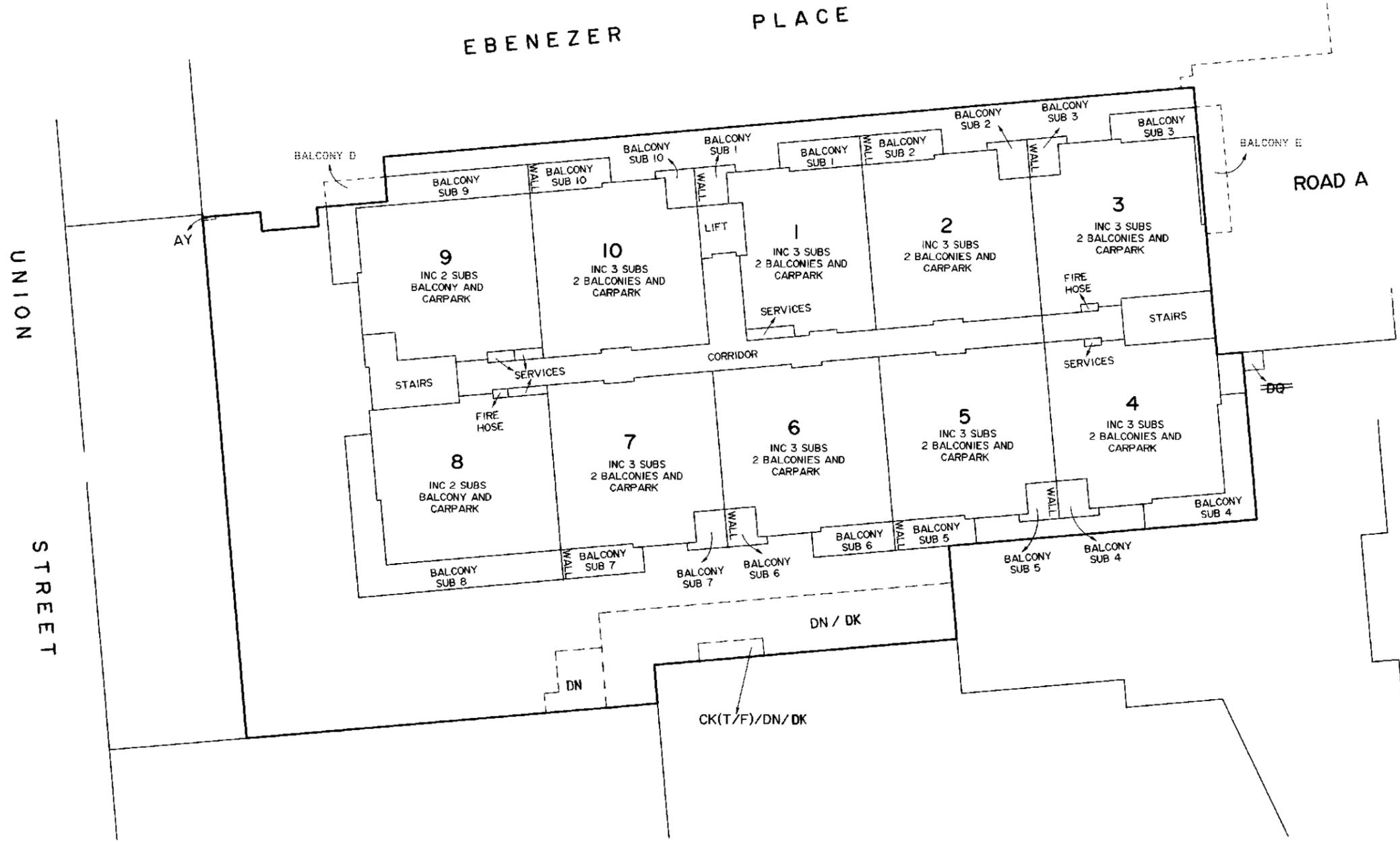
ANNOTATIONS

THE UPPER LIMIT OF THE LOT SUBSIDIARIES SHOWN AS CARPARK IS 0.40 METRES BELOW THE OVERHANGING STRUCTURE



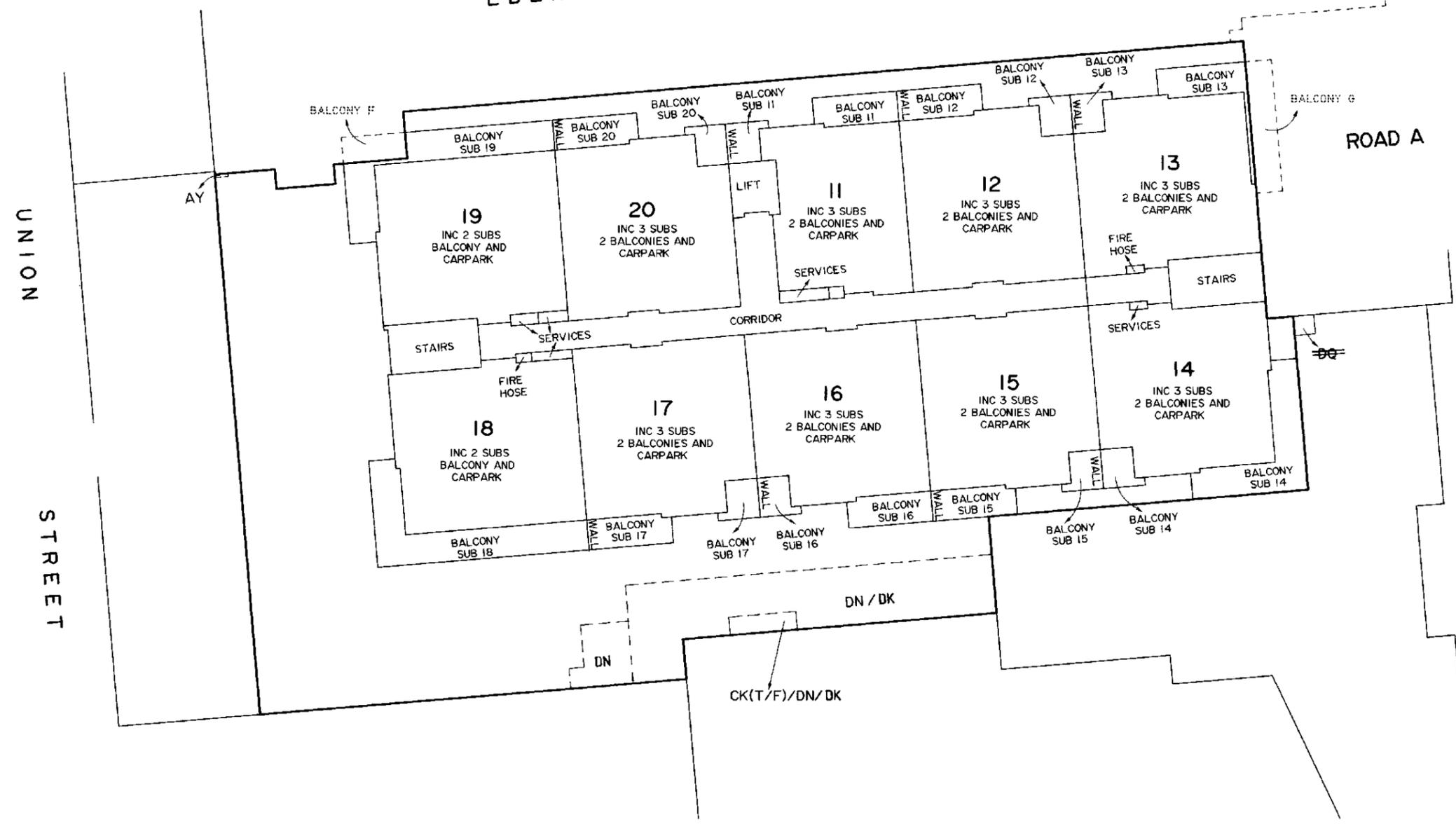
**UPPER GROUND FLOOR PLAN**

BALCONIES ARE COVERED



**FIRST FLOOR PLAN**

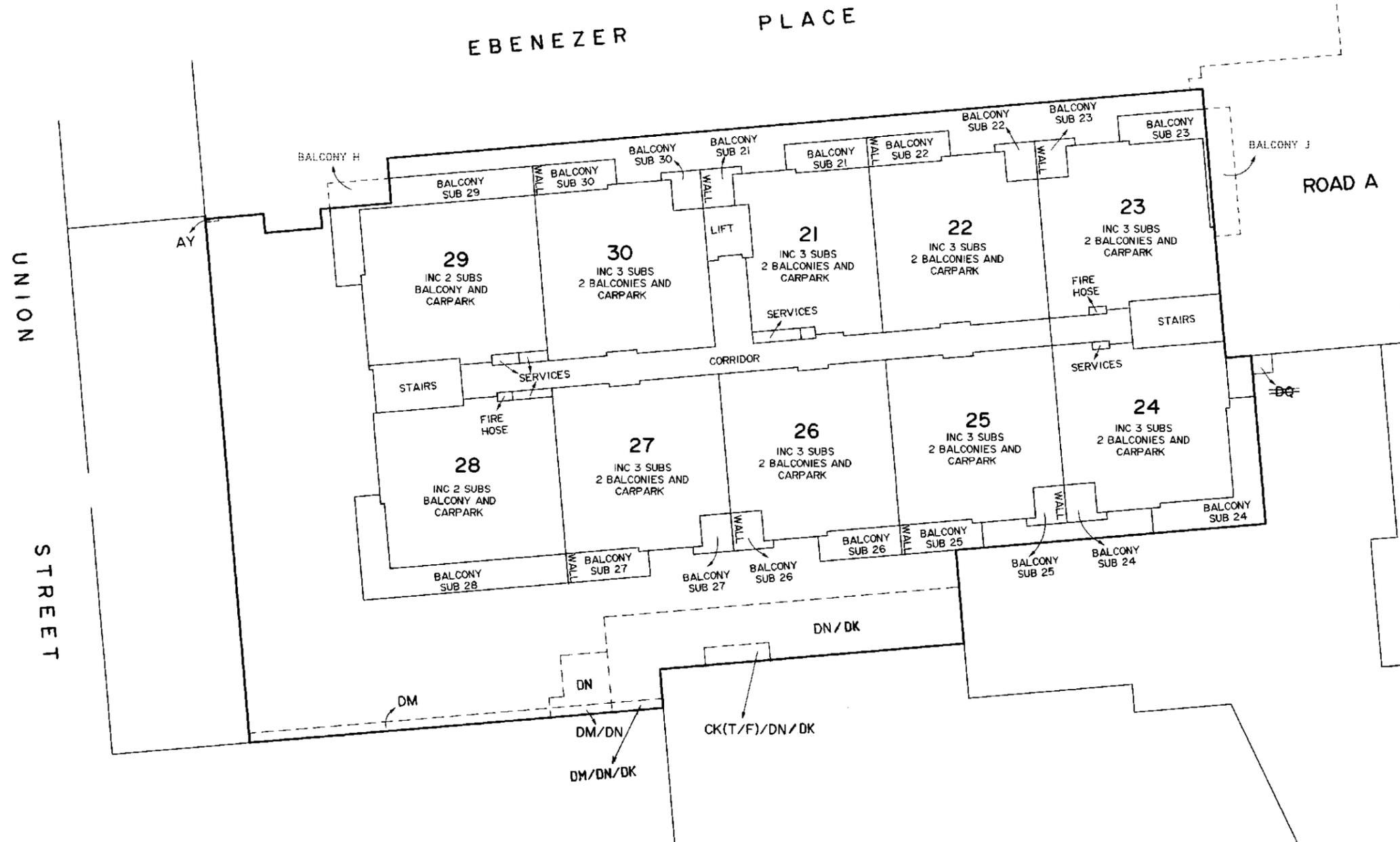
**EBENEZER PLACE**



BALCONIES ARE COVERED

**SECOND FLOOR PLAN**

BALCONIES ARE COVERED



**THIRD FLOOR PLAN**

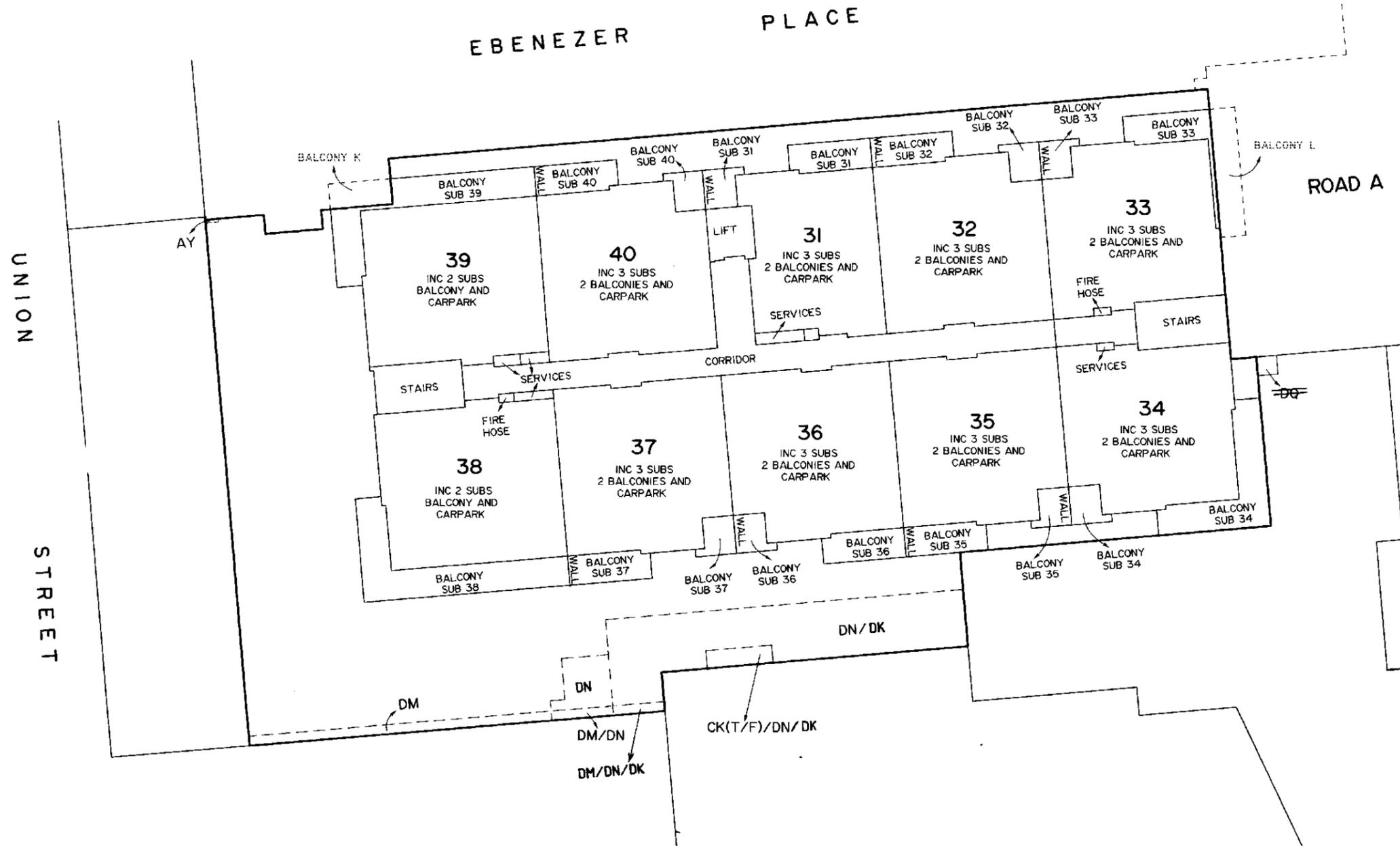
**FYFE SURVEYORS**

PTY LTD

ACN 062 592 465  
143 FULLARTON ROAD, ROSE PARK 5067  
PH 8364 1000 FAX 8364 0904

Dwg No 08822506 DATE 28/8/2000

BALCONIES ARE COVERED



**FOURTH FLOOR PLAN**

**FYFE SURVEYORS**

PTY LTD

ACN 062 592 465

143 FULLARTON ROAD, ROSE PARK 5067

PH 8364 1000 FAX 8364 0904

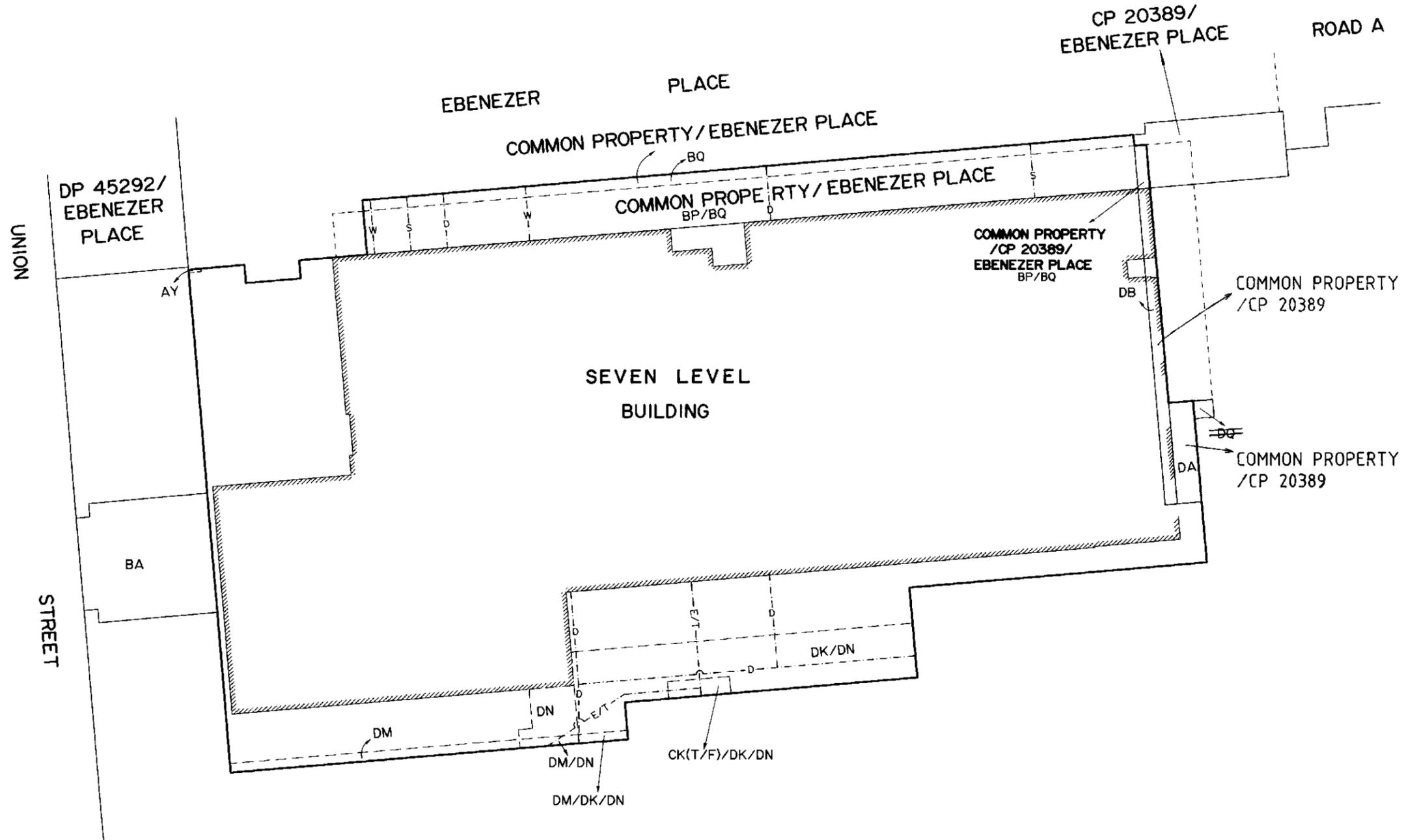
Dwg No 08822506 DATE 28/8/2000

**SERVICE INFRASTRUCTURE PLAN**

SERVICES INFRASTRUCTURE SHOWN THUS  
 D = DRAINAGE  
 W = WATER  
 S = SEWERAGE  
 E = ELECTRICITY  
 T = TELEPHONE  
 / = SERVICES IN ONE TRENCH  
 ~ = WHERE ONE SERVICE CROSSES OVER ANOTHER

COMMUNITY PLAN NUMBER <b>CP 20838</b>	
PLAN TYPE PRIMARY STRATA PLAN	
THIS IS SHEET 9 OF 12 SHEETS	
Licensed Surveyor <i>Ross Kennedy</i>	Date 8/2/01
PLAN APPROVED	DEPOSITED 6/4/2001
<i>5/4/01</i>	<i>Pro Registrar-General</i>
SCALE METRES 0 3 6 9 12 15	

THE SERVICE INFRASTRUCTURE HAS BEEN PLOTTED FROM ENGINEERING PLANS



**FYFE SURVEYORS**  
 PTY LTD  
 ACN 062 592 465  
 143 FULLARTON ROAD, ROSE PARK 5067  
 PH 8364 1000 FAX 8364 0904  
 Dwg No 08822506 DATE 28/8/2000

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# CP 20838

THIS IS SHEET 1.0 OF 12 SHEETS

APPROVED

DEPOSITED

*[Signature]*  
5/4/01

6/14/2001 *[Signature]*

PRO REGISTRAR-GENERAL

APPLICATION 9047561

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	211	
2	231	
3	236	
4	236	
5	231	
6	231	
7	231	
8	236	
9	231	
10	231	
11	216	
12	236	
13	241	
14	241	
15	236	
16	236	
17	236	
18	236	
19	241	
20	236	

### CERTIFICATE OF LAND VALUER

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

Dated the.....11th.....day of.....February, 2001

*[Signature]*

Signature of Land Valuer

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# CP 20838

THIS IS SHEET 11 OF 12 SHEETS

APPROVED

DEPOSITED

*[Signature]*  
5/4/01

6/4/2001 *[Signature]*

PRO REGISTRAR-GENERAL

APPLICATION 9047561

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
21	216	
22	236	
23	241	
24	241	
25	236	
26	236	
27	236	
28	236	
29	241	
30	236	
31	221	
32	241	
33	246	
34	246	
35	241	
36	241	
37	241	
38	236	
39	246	
40	241	

### CERTIFICATE OF LAND VALUER

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

Dated the.....11th.....day of.....February, 2001

*[Signature]*

Signature of Land Valuer

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# CP 20838

THIS IS SHEET **12** OF **12** SHEETS

APPROVED

DEPOSITED

*[Signature]*  
5/4/01

6/4/2001 *[Signature]*

PRO REGISTRAR-GENERAL

APPLICATION 9047561

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
41	95	
42	92	
43	100	
44	82	
45	146	
46	20	
47	30	
48	20	
<b>AGGREGATE</b>	<b>10000</b>	

## CERTIFICATE OF LAND VALUER

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

Dated the.....11th.....day of.....February, 2001

*[Signature]*

Signature of Land Valuer

# Property Interest Report

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

Title Reference	CT 5845/833	Reference No. 2728717
Registered Proprietors	Y*CHEN	Prepared 10/11/2025 09:39
Address of Property	Unit 39, 9 EBENEZER PLACE, 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](http://www.cbs.sa.gov.au)

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><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<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><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<br><br><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<br>(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.)<br><br><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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | <b>State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item</b><br><br>also<br><br>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 | <b>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.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|-----|---------------------------------|---|

## 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
<b>9. <i>Fences Act 1975</i></b>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10. <i>Fire and Emergency Services Act 2005</i></b>		
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
<b>11. <i>Food Act 2001</i></b>		
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
<b>12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>		
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
<b>13. <i>Heritage Places Act 1993</i></b>		
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
<b>14. <i>Highways Act 1926</i></b>		
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
<b>15. <i>Housing Improvement Act 1940 (repealed)</i></b>		
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
<b>16. <i>Housing Improvement Act 2016</i></b>		

- |      |  |  |
|------|--|--|
| 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<br>also<br>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<br>also<br>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<br>also<br>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 | <b>A Land Tax Certificate will be forwarded.</b><br><b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|------|---|---|

## 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](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

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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<br>also<br>Contact the Local Government Authority  |
| 5.  | Particulars relating to asbestos at workplaces                                  | Contact the vendor for these details  |
| 6.  | Particulars relating to aluminium composite panels                              | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.                               |
| 7.  | Particulars relating to court or tribunal process                               | Contact the vendor for these details  |
| 8.  | Particulars relating to land irrigated or drained under Irrigation Acts         | SA Water will arrange for a response to this item where applicable  |
| 9.  | Particulars relating to environment protection                                  | Contact the vendor for details of item 2<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>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

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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

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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 [DEWaterlicensing@sa.gov.au](mailto:DEWaterlicensing@sa.gov.au).

## Certificate of Title

**Title Reference:** CT 5845/833  
**Status:** CURRENT  
**Edition:** 3

## 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
21/02/2001	09/04/2001	9047562	SCHEME DESCRIPTION	FILED	C20838
21/02/2001	09/04/2001	9047563	BY-LAWS	FILED	C20838

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

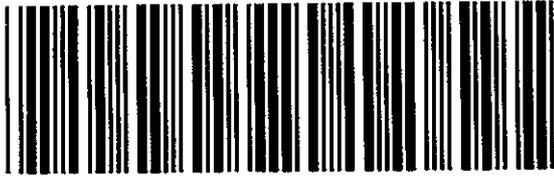
## Certificate of Title

**Title Reference:** CT 5845/833  
**Status:** CURRENT  
**Parent Title(s):** CT 5843/336  
**Dealing(s) Creating Title:** ACT 9047561  
**Title Issued:** 20/04/2001  
**Edition:** 3

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
12/05/2008	27/05/2008	10957143	TRANSFER	REGISTERED	YURU CHEN
17/04/2001	27/04/2001	9081317	TRANSFER	REGISTERED	J.P. NASSARIS & CO. PTY. LTD. (ACN: 007 916 770)

9047563



LANDS TITLES REGISTRATION

OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
32	LF

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 21 FEB 2001	Time: 11:15
FEES	
R.G.O.	POSTAGE
84	

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: CDEI

Correction to: CDEI

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

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

Assessor

PICK-UP NO.	9012706
CP	20838
DEV. NO.	020: C033: 00

Lands Titles 11:18 21/02/01 51131 REGISTRATION FEE \$84.00

CORRECTION	PASSED 3
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**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

FILED 6-4-2001

*Melvin*

REGISTRAR-GENERAL  
SOUTH AUSTRALIA

ITEM	AGENT CODE

of competent jurisdiction from the lotholder at the time when the breach occurred.

30. If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.
31. Any person who contravenes or fails to comply with the provision contained in these by-laws or the Rules is guilty of an offence.
32. The maximum penalty for the breach of any of these by-laws or the Rules is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34(3) of the Act.

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**BY - LAWS**

**COMMUNITY CORPORATION NO. 20838 INCORPORATED**

**NUMBER 9**

**9 EBENEZER PLACE , ADELAIDE**

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**Index**

	<b>Page No</b>
1. Interpretation.....	3
2. Administration, management and control of the common property .....	3
3. Use and enjoyment of lots and the common property .....	3
4. Maintaining and carrying out work to a lot.....	4
5. Keeping a lot in a clean and tidy condition.....	4
6. Obstructing the use or enjoyment of the common property and other areas .....	4
7. No unlawful purpose.....	4
8. Animals .....	4
9. Parking or standing motor vehicles.....	5
10. Gardens .....	5
11. Restrictions in relation to the common property and lots .....	5
12. Signs.....	6
13. Watering plants .....	7
14. Refurbishment, renovation, alterations or additions .....	7
15. Damaging or defacing structures forming part of the common property.....	8
16. Obligation not to permit certain behaviour or activity.....	9
17. Security of the community parcel and property .....	9
18. Keys or operating systems .....	10
19. Explosive or other dangerous substances.....	10
20. Garbage.....	10
21. Contact details.....	10
22. Directions relating to common property and other areas.....	11
23. Nominations.....	11
24. Management committee.....	12
25. Appointment of manager .....	12
26. Rules .....	12
27. Notice of accidents or defects and repairs.....	12
28. Inspections and fastening of doors and windows.....	12
29. Corporation costs and expenses and contributions .....	13
30. Invalidity .....	14
31. Offence.....	14
32. Penalty.....	14

## COMMUNITY TITLES ACT

### Strata Scheme By-laws Community Corporation No. 20838 Incorporated

1. In these by-laws:-

“Act” means the Community Titles Act 1996;

“common property” means the common property created by Community Plan No. 20838 as defined in Section 28 of the Act;

“corporation” means Community Corporation No. 20838 Incorporated;

“Corporation Manager” means any party approved by the Corporation having the relevant expertise and experience to assist the corporation to properly manage and perform the duties and functions of the corporation under the Act and Corporation Management Agreement means any such Agreement appointing the Corporation Manager pursuant to Section 75(5) of the Act;

“lot” means a strata lot;

“lotholder” means the owner of a lot;

“Rules” means the rules made by the corporation pursuant to the powers contained in these by-laws; and

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears.

2. The corporation is responsible for the administration, management and control of the common property.

3. The strata scheme (as defined in the Act) arises from the development of a seven (7) level apartment building including lower ground floor and upper ground floor carparking to create forty eight (48) lots. Subject to the Act and these by-laws:-

3.1 the lots on the lower ground floor may only be used for carparking purposes;

3.2 the lots on the ground floor may only be used for retail and/or commercial purposes;

3.3 the lots on floors 1,2,3, and 4 may only be used for residential purposes; and

- 3.4 the common property is for the common use and enjoyment of lotholders and occupiers and their visitors and invitees.
4. A lotholder must (subject to the provisions of by-laws 14 and 15 hereof):
  - 4.1 maintain the lot in good repair; and
  - 4.2 carry out any work ordered by a government or statutory authority in respect of the lot.
5. The occupier of a lot (or if the lot is unoccupied, the lotholder) must keep it in a clean and tidy condition including all glass in windows and all doors on the boundary of the lot including so much thereof as is common property.
6. A person bound by these by-laws:
  - 6.1 must not obstruct the lawful use of the common property by any person;
  - 6.2 must not obstruct the lawful use by any person of any portions of any other land which is adjacent to the strata scheme (which said adjacent land is hereinafter called "the Other Land") in respect of which the corporation and/or lotholders and/or occupiers of lots (individually or collectively called "the Rights Holders") are entitled to exercise rights of way or any other rights (and which said portions of the Other Land are hereinafter called "the Common Areas");
  - 6.3 must not use the common property and/or the Common Areas in a manner that unreasonably interferes with the use and enjoyment of the common property and/or the Common Areas by other persons lawfully entitled to use the common property and/or the Common Areas their visitors or invitees (which expression shall hereinafter be deemed to include customers and/or clients as the case may be);
  - 6.4 must not make undue noise in or about any lot or the common property and/or the Common Areas; and
  - 6.5 must not interfere with others in the enjoyment of their rights in relation to lots or common property and/or the Common Areas.
7. A person bound by these by-laws must not use the lot, or permit the lot to be used, for any unlawful purpose.
8. A person bound by these by-laws must not keep any animal in, or in the vicinity of, a lot provide always that nothing in this by-law 8 shall :-

- 8.1 prevent an occupier of a lot who suffers from a disability from keeping a dog on the lot or restrict the use of a dog by the occupier if the dog is trained to assist the occupier in respect of that disability; or
  - 8.2 prevent a visitor to the community parcel who suffers from a disability from using a dog trained to assist the visitor in respect of the disability.
9. A person bound by these by-laws must not park or stand a motor vehicle in a parking space allocated for others or on a part of the common property 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.
10. A person bound by these by-laws must not, without the consent of the corporation:
- 10.1 damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
  - 10.2 use any portion of the common property for his or her own purposes.
11. A person bound by these by-laws must not:
- 11.1 bring objects or materials onto the common property of a kind that are likely to cause justified offence to others;
  - 11.2 allow refuse to accumulate so as to cause justified offence to others;
  - 11.3 be inadequately clothed when upon the common property or when upon any part of a lot so as to be visible from another lot or from the common property;
  - 11.4 use any language or behave in a manner likely to cause offence or embarrassment to others;
  - 11.5 permit any child over whom he or she has control to play upon any common property (other than an area designated by the corporation as a children's play area);
  - 11.6 dispose or throw upon the common property any rubbish dirt dust or other material or any appliance chattel or any other article or thing except in the receptacle or areas (if any) specifically provided therefor;
  - 11.7 hang any washing, towel, bedding, clothing or other article on any part of a lot in such a way as to be visible from outside the lot;

- 11.8 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 a lotholder or occupier of a lot shall ensure that all fire, security and garage doors are kept locked or secure or in an operational state (as the case may be) when not in immediate use;
  - 11.9 use or interfere with any fire hydrant or any other fire fighting or fire safety equipment except in the case of an emergency;
  - 11.10 use or permit to be used any barbeque upon the balcony of a lot or upon any other lot subsidiary of a lot;
  - 11.11 use any washing machine or tumble dryer in any lot between the hours of 10.00pm and 7.30am;
  - 11.12 without the consent of the corporation use any strata lot or any carpark subsidiary on the lower ground floor or on the upper ground floor level for any purpose other than to park one (1) motor vehicle thereon;
  - 11.13 wash any motor vehicle or permit any motor vehicle to be washed on any part of a lot or on any part of the common property;
  - 11.14 transport or permit the transport of any furniture or other heavy or large objects through or upon the common property unless he or she has first given to the corporation notice of his or her intention to do so sufficient in the circumstances to enable the corporation (if it so wishes) to arrange for its nominee to be present at the time when such transport occurs; or
  - 11.15 when transporting or permitting the transport of any objects through or upon the common property prevent any security or perimeter door or exit from closing unless a responsible person attends at that door or exit for any time that the security or perimeter door is held open in order to prevent the unauthorised entry of persons upon the common property through that door or exit.
12. A person bound by these by-laws must not, without the consent of the corporation, display any sign, advertisement, placard, banner or other conspicuous material of a similar nature:
- 12.1 on any part of his or her lot so as to be visible from outside of the building in which the lot is located; or
  - 12.2 on any part of the common property.

13. A person bound by these by-laws shall take every reasonable precaution when watering plants on any balcony or flower box of his or her lot to prevent water being deposited upon any other lot or the common property.
14. 14.1 A person bound by these by-laws shall not perform or carry out any refurbishment, renovation, alterations or additions to or upon his or her lot other than upon the following terms and conditions:
  - 14.1.1 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;
  - 14.1.2 such person has consulted with any 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;
  - 14.1.3 such person obtains the consent of the corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions;
  - 14.1.4 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;
  - 14.1.5 all work shall be carried out strictly in accordance with the provisions of any consents granted either by the corporation or any government or statutory authority;
  - 14.1.6 all work shall be undertaken by qualified tradesmen in a proper and workmanlike manner;
  - 14.1.7 all work shall be undertaken only between the hours of 7.30 am and 5.30 pm on Mondays to Fridays other than public holidays;
  - 14.1.8 all common entrance ways, hallways, elevators (if any) and other similar such areas shall be fully protected against damage;
  - 14.1.9 any damage caused to common property shall be rectified by such person to the satisfaction of the corporation;
  - 14.1.10 all common property areas shall be left in a clean and tidy condition on a daily basis;

- 14.1.11 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;
  - 14.1.12 such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions and shall upon request from the corporation provide the corporation with a copy of such insurance policy or cover;
  - 14.1.13 such person shall permit a representative or representatives of the corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and
  - 14.1.14 any rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the corporation.
- 14.2 That for the purpose of this by-law "refurbishment, renovation, alterations or additions" shall without limiting their generality include the following:
- 14.2.1 the removal of or addition to any structural or common property brick or concrete wall or slab construction;
  - 14.2.2 the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of a lot;
  - 14.2.3 the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of a lot;
  - 14.2.4 alterations to any airconditioning, 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 a lot;
  - 14.2.5 alteration to or replacement of the front door of a lot; and
  - 14.2.6 the installation of any screen or screen door to any part of a lot.
15. Save and except for any refurbishment, renovation, alterations or additions referred to in by-law 14 hereof and performed or carried out in accordance with such by-law 14 a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior approval in writing of the corporation.

16. 16.1 Where these by-laws restrict the behaviour or activity of a lotholder or occupier of a lot there shall be imposed upon that lotholder or occupier an obligation not to permit that behaviour or activity.
- 16.2 A lotholder or occupier of a lot shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the community parcel.
- 16.3 A lotholder of a lot shall be liable to compensate the corporation in respect of all damage to the common property or personal property vested in the corporation caused by the lotholder or any occupier of the lot or their visitors or invitees.
- 16.4 The lotholder of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:
- 16.4.1 ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws; and
- 16.4.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these by-laws is annexed thereto.
17. The corporation may take all reasonable steps to ensure the security of the community parcel and property of the corporation and the observance of these by-laws and without limiting the generality of the foregoing, may:
- 17.1 close off any part of the common property not required for ingress or egress to a lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by lotholders or occupiers of any such part of the common property;
- 17.2 permit any designated part of the common property to be used by any security person, firm or company to the exclusion of lotholders or occupiers generally as a means of monitoring the security and general safety of the community parcel; and

- 17.3 obtain, install and maintain any locks, alarms, communication system or any other security device.
18. 18.1 If the corporation in the exercise of any of its powers under these by-laws restricts the access of lotholders or occupiers to any part of the common property by means of any lock or similar security device it may make such number of keys or operating systems (if any) as it determines available to lotholders free of charge and thereafter may at its discretion make additional numbers thereof available to lotholders upon payment of a reasonable charge as may be determined from time to time by the corporation.
- 18.2 The lotholder of a lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to any such occupier) to ensure the return thereof to the lotholder or the corporation upon the occupier ceasing to be an occupier.
- 18.3 A lotholder or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior written approval of the corporation duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another lotholder or occupier and is not disposed of otherwise than by returning it to the corporation.
- 18.4 A lotholder or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the corporation if the same is lost or misplaced.
19. The occupier of a lot (or if the lot is unoccupied, the lotholder) must not, without the consent of the corporation, use or store in the lot or on the common property any explosive or other dangerous substance.
20. A person bound by these by-laws:
- 20.1 must maintain within the lot, or on a part of the common property set apart for the purpose by the corporation, a receptacle for garbage adequately covered; and
- 20.2 must comply with all council requirements relating to the disposal of garbage.
21. A lotholder must notify the corporation:
- 21.1 of the lotholder's telephone and any facsimile contact numbers;

- 21.2 of the telephone and any facsimile contact numbers of any occupier of the lot where the occupier is not the lotholder;
- 21.3 immediately of any change in the ownership of the lot, or any change in the address, telephone and facsimile contact numbers of the lotholder or occupier of the lot; and
- 21.4 immediately of any change in the occupancy of the lot.
22. A person bound by these by-laws:
- 22.1 shall not use:
- 22.1.1 the common property otherwise than in accordance with any directions made by the corporation from time to time; and
- 22.1.2 the Common Areas otherwise than in accordance with any directions made by the corporation from time to time including any directions made pursuant to any agreement between the corporation and the registered proprietor of the Other Land in respect of the Common Areas; and
- in particular shall not use the common property and/or the Common Areas in a manner which shall constitute annoyance nuisance grievance disturbance or damage or create any noise which interferes with or which might reasonably be deemed to interfere with the peace and quietness of lotholders and/or occupants of the building in which the lot is located and/or the buildings located on the Other Land or of any person making legitimate and reasonable use of the common property and/or the Common Areas; and
- 22.2 shall be obliged to comply with all rules and directions (if any) from time to time issued by the corporation or otherwise in respect of the common property and/or the Common Areas.
23. 23.1 Whereas the Appointee has been nominated by lotholders to vote at any meeting of the corporation in respect of any resolution the subject matter of certain clauses of the Special Conditions contained in the various contracts for the sale and purchase of land entered into between the Minister for Government Enterprises as vendor the Appointee and the respective lotholders as purchasers (particulars of which Special Conditions are held by the corporation) it is hereby recorded that any nomination so made shall constitute not only a nomination from the lotholder who made that nomination (hereinafter called "the Grantor") in its personal capacity but also a nomination from the Grantor in its capacity as a lotholder and that any such nomination shall continue in full force and effect and shall bind all successors in title to the Grantor notwithstanding any subsequent sale of the Grantor's lot to the intent that the

respective lotholders from time to time shall be bound by all nominations made by the original lotholders to the Appointee until such time as the Appointee terminates all of such nominations and if the Appointee terminates only some of such nominations at any given time then the nominations not so terminated by the Appointee shall continue to be exercisable by the Appointee until terminated by the Appointee pursuant to by-law 23.3 hereof.

- 23.2 Any lotholder shall if so required by the Appointee sign any formal notice which may be required in order to give effect to any nomination made in favour of the Appointee.
- 23.3 Any nomination made in favour of the Appointee pursuant to the provisions of the various contracts for the sale and purchase of land referred to in by-law 23.1 hereof and/or this by-law 23 shall cease upon the giving of written notice to that effect by the Appointee to the corporation and the respective Grantors or the respective registered lotholders from time to time of the lots (as the case may be).
- 23.4 For the purposes of this by-law 23 "the Appointee" shall mean Liberman Group Pty Ltd ACN 007 609 985 or any person or body nominated by Liberman Group Pty Ltd ACN 007 609 985.
24. The corporation may (but is not obliged to) establish a Management Committee ("the Committee") responsible to the corporation for the administration, management and control of the common property.
25. The corporation may appoint a manager to assist the corporation in administering, managing and controlling the common property.
26. The Committee or its appointed manager may make rules relating to the common property not inconsistent with these by-laws and the same shall be observed by the lotholders and their lessees, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of the lotholders.
27. A lotholder or occupier must give the corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the corporation shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the common property as often as may be necessary.
28. 28.1. Upon one day's notice in writing the corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the lotholder in cases where such leakage or defect is due to any act or default

of the lotholder or his lessees, guests, servants, agents, employees, invitees or licensees). If not so permitted they may effect an entry. The corporation, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the lotholder or any occupier of the lot as is reasonable in the circumstances.

- 28.2 All doors and windows to a lot shall be securely fastened on all occasions when the lot is left unoccupied and the corporation reserves the right to enter and fasten the same if left insecurely fastened.
29. 29.1 A lotholder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand the whole of the corporation's costs and expenses (including solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that lotholder's lot by the corporation pursuant to the Act or pursuant to these by-laws.
- 29.2 In the event that the lotholders fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the corporation may take action for the recovery of same in any Court Tribunal or other body of competent jurisdiction with the proviso that, in respect of the corporation's party and party costs, the corporation shall comply 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 in costs in favour of the corporation. The corporation may also enter any costs payable to it as referred to in paragraph 29.1.1 above 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 Act.
- 29.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the corporation from time to time (in accordance with the regulations under the Act), unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Committee, any corporation manager has administrative discretion to write off interest at a limit to be determined by the corporation from time to time.
- 29.4 If at the time a person becomes the lotholder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the lotholder is jointly and severally liable with that other person for the payment of the interest.
- 29.5 The amount of any interest is recoverable by the corporation as a liquidated debt.
- 29.6 Where the corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any lotholder or the lessees, occupiers, guests, servants, employees, agents, children, invitees or licensees of the lotholder or any of the them the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court Tribunal or other body



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: 2728717

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

**DATE OF ISSUE**  
10/11/2025

**ENQUIRIES:**  
Tel: (08) 8372 7534  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
14678146	Y CHEN			
<b>PROPERTY DESCRIPTION</b>				
39 / 9 EBENEZER PL / ADELAIDE SA 5000 / LT 39 C20838				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
0204224102	CT 5845/833	\$550,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
	<b>FIXED CHARGE</b>	\$	50.00	
	<b>+ VARIABLE CHARGE</b>	\$	186.10	
<b>FINANCIAL YEAR</b>	<b>- REMISSION</b>	\$	112.00	
2025-2026	<b>- CONCESSION</b>	\$	0.00	
	<b>+ ARREARS / - PAYMENTS</b>	\$	-124.10	
	<b>= AMOUNT PAYABLE</b>	\$	0.00	

**Please Note:** If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

**EXPIRY DATE** 08/02/2026



**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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7010951411</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></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.**



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: 2728717

DUNCAN SANDE & ASSOCIATES  
POST OFFICE BOX 3033  
NORWOOD SA 5067

**DATE OF ISSUE**

10/11/2025

**ENQUIRIES:**  
Tel: (08) 8372 7534  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

<b>OWNERSHIP NAME</b>		<b>FINANCIAL YEAR</b>	
Y CHEN		2025-2026	
<b>PROPERTY DESCRIPTION</b>			
39 / 9 EBENEZER PL / ADELAIDE SA 5000 / LT 39 C20838			
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
0204224102	CT 5845/833	\$105,000.00	0.0000 HA
<b>DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:</b>			
<b>CURRENT TAX</b>	\$ 0.00	<b>SINGLE HOLDING</b>	\$ 0.00
<b>- DEDUCTIONS</b>	\$ 0.00		
<b>+ ARREARS</b>	\$ 0.00		
<b>- PAYMENTS</b>	\$ 0.00		
<b>= AMOUNT PAYABLE</b>	\$ 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** 08/02/2026



See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7010951320</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice to:</b> <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**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 04224 10 2	CT5845833	10/11/2025	198	2728717

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: MISS Y CHEN  
 Location: U39 9 EBENEZER PL ADELAIDE LT 39 C20838  
 Description: H/U CPK                      Capital Value: \$ 550 000  
 Rating: Residential

### Periodic charges

Raised in current years to 31/12/2025

		Arrears as at: 30/6/2025	:	\$ 30.11CR
Water main available:	1/7/2001	Water rates	:	164.60
Sewer main available:	1/7/2001	Sewer rates	:	188.00
		Water use	:	0.00
		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	:	322.49CR
		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

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This account has no meter of its own but is supplied from account no 02 04223 31 0.

The Water Use apportionment option is Nil.

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: MISS Y CHEN      Water & Sewer Account      Acct. No.: 02 04224 10 2      Amount: \_\_\_\_\_

Address:  
U39 9 EBENEZER PL ADELAIDE LT 39  
C20838

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0204224102



Bill code: 8888  
Ref: 0204224102

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](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://www.sawater.com.au/paynow) for a range of options. Have your account number and credit card details to hand.

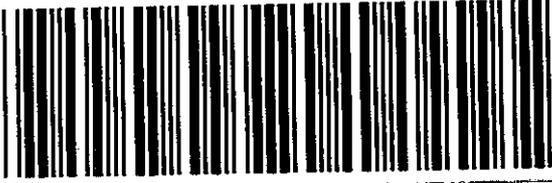


Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0204224102

9047562



LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
21	LF

BELOW THIS LINE FOR OFFICE USE ONLY

Date: 21 FEB 2001	Time: 11:15
FEES	
R.G.O.	POSTAGE
84	

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: CDEI  
Correction to: CDEI

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

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

Assessor

PICK-UP NO.	9012706
CP	20838
DEV. NO.	020:0033:00

LANDS TITLES REGISTRATION FEE \$84.00

CORRECTION	PASSED 8
------------	-------------

FILED 6-4-2001

*M. J. ...*

REGISTRAR-GENERAL

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

ITEM	AGENT CODE

**Stormwater Connection (New)**

The method of disposal of stormwater drainage is to be discussed with and be approved by the Asset Manager - infrastructure Services Division of the Council prior construction. Application for approval requirements can be referred to Mr. Andrew Smith on telephone number 8203 7610 during office hours.

**Previous Consent**

The applicant should be aware that the conditions of approval and advices issued with the previous consent (DA/0427/99) where relevant remain valid and should be complied with.

# REQUISITIONS

9047562

5<sup>th</sup> April, 2001

- Note 1: When amending do not delete pencil notes. See Standards approved by Registrar-General for Forms of Instruments Government Gazette 16<sup>th</sup> December 1999 page 3503
- Note 2: All requisitions must be complied with within two months; failure to do so will subject this document and any associated series to rejection procedures – See Section 220(3b) of the Real Property Act.
- Note 3: Requisitions enquiries by appointment only. Tel: 8226 3983
- Note 4: Any alteration must be made by striking through the matter intended to be altered and not by erasing, rubbing, painting, scraping or cutting the surface of the paper
- Note 5: **All amendments must be initialled by the certifying party**

- 
1. Item 7 – the annexed approvals do not include 5 and 6.



**TANIA GUDISKIS**  
LAND SERVICES GROUP  
[gudiskis.tania@saugov.sa.gov.au](mailto:gudiskis.tania@saugov.sa.gov.au)

TERMS OF INSTRUMENT NOT CHECKED  
BY LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT APPLICATION NO 020/C033/00

PAGE 1 of 6

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**SCHEME DESCRIPTION**

**COMMUNITY CORPORATION NO. 20838 INCORPORATED**

**NUMBER 9**

**9 EBENEZER PLACE , ADELAIDE 5000**

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**Index**

	<b>Page No</b>
A. Introduction .....	3
B. Interpretation .....	3
1. Identification of Community Parcel, Lots and Common Property.....	4
2. Purposes for which Lots and Common Property may be used.....	4
3. Standard of Buildings and Other Improvements .....	5
4. Stages of the Plan of Community Division .....	5
5. Obligations to Develop Community Lots .....	5
6. Developer's Obligations to Improve or Develop the Common Property .....	5
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 Regulation .....	6

## A INTRODUCTION

The development the subject of this Scheme Description is a primarily residential development.

It is part of the commonly known **Garden East Development**, being the re-development of the Government owned former Adelaide Fruit and Produce Exchange site by Liberman Group Pty Ltd ACN 007 609 985.

The development the subject of this Scheme Description and known as Number 9 is a discrete development on its own allotment.

The development will be consistent with and compatible with adjacent buildings within the Garden East Development to integrate harmoniously with adjacent buildings within the Garden East Development.

## B. INTERPRETATION

In this Scheme Description:-

“Act” means the Community Titles Act 1996.

“Common Property” means the common property created by Community Plan No. 20838 as defined in Section 28 of the Act.

The following terms have the meanings given in the Act.

“Community Corporation”

“Community Parcel”

“Community Plan”

“Community Scheme”

“Developer”

“Lot”

“Plan of Community Division” and “Community Plan”

“Primary Scheme”

“Primary Plan”

“Scheme Description”

“Service-Infrastructure”

“Strata Plan”

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

- 1.1. The community parcel and the strata lots and common property to which the allotment is to be divided are identified in Community Plan No. 20838.
- 1.2. The development is a primary scheme creating a plan of community division (strata plan) arising from the development of a seven (7) level apartment building including lower ground floor and upper ground floor carparking to create forty eight (48) strata lots comprising:-
  - 1.2.1. three (3) strata lots for carparking, twenty (20) carparking subsidiaries and common property for access and service infrastructure on the lower ground floor;
  - 1.2.2. five (5) commercial strata lots and common property for access, storage, service infrastructure, toilets and a cleaners room on the ground floor;
  - 1.2.3. twenty one (21) carparking subsidiaries, one (1) storage subsidiary and common property for access, service infrastructure and a refuse area on the upper ground floor; and
  - 1.2.4. forty (40) residential strata lots and associated subsidiaries (balconies) and common property for access and service infrastructure on floors 1-4.

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

- 2.1. The strata lots and subsidiaries on the lower ground floor may only be used for carparking purposes in their own right or as subsidiaries to other strata lots for carparking purposes.
- 2.2. The strata lots on the ground floor may only be used for retail and/or commercial purposes.
- 2.3. The subsidiaries on the upper ground floor are to be used as subsidiaries to other strata lots for that purpose as described.
- 2.4. The strata lots and subsidiaries on floors 1-4 may only be used for residential purposes.

2.5 The common property shall be used as a carriageway for ingress and egress to the community strata lots and subsidiaries for carparking, for the accommodation of service infrastructure, toilets and cleaners room and access and egress to community strata lots and subsidiaries within the development.

**3. Standard of Buildings and Other Improvements**

3.1 The improvements and alterations will be:-

3.1.1 in accordance with the Building Code of Australia; and

3.1.2 designed and constructed in a manner and to a standard consistent with the requirements of the development approvals for Development No. 020/0010/99 (DA0427/99) and Development No. 020/0001/00 (DA 0427/99) (together called "the Development Approval").

**4. Stages of the Plan of Community Division**

The development is a primary scheme creating a strata division and will be completed in one stage in accordance with the Development Approval.

**5. Obligations to Develop Community Lots**

5.1 The development will be completed in one stage from commencement of the works.

5.2 Subject to clause 3 of this Scheme Description the standard of the work to be performed and the materials to be used for the development will be of such a standard as the Developer and its architect may in their absolute discretion determine.

**6. Developer's Obligations to Improve or Develop the Common Property**

The Developer has installed relevant service infrastructure as necessary in accordance with the plans and specifications approved for the development.

**7. Conditions of Development imposed Pursuant to the Development Act 1993**

Refer clauses 3, 5 and 6 ante and the Development Approval, a copy of which is annexed to this Scheme Description.

**8. Other Important Features of the Scheme**

8.1 There shall be no division of a strata lot by a secondary plan.

8.2 Refer to the introduction ante.

9. **Other Information required by Regulation**

No other information is required by the regulations.

REF: VIB\GEASTO\BULDN\SCHEME.DES

**ANNEXURE**

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this Scheme Description and the relevant Plan of Community Division under the Community Titles Act 1996 have been granted.
2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the Corporation of the City of Adelaide.

SIGNED: *A. Kelly* Chief Executive Officer  
or Delegate ✓

WITNESS: *[Signature]* ✓

DATE: *12/2/2001*

**DECISION NOTIFICATION FORM**

Development Number  
020/0010/99  
DA/0427/1999

FOR DEVELOPMENT APPLICATION

DATED : 3.6.99  
REGISTERED ON : 9.6.99

TO: LIBERMAN GROUP PTY LTD  
230 GRENFELL STREET  
ADELAIDE SA 5000

**LOCATION OF PROPOSED DEVELOPMENT:**

Portion Lot No : 112                      Street : Ebenezer Place                      Suburb : Adelaide  
Section No. : TA 91                      Hundred : Adelaide                      Volume : 5634                      Folio : 40

**NATURE OF PROPOSED DEVELOPMENT**

FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER 4 FLOORS ABOVE  
RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL WITH CAR PARKING BEHIND

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
Provisional Development Plan Consent	GRANTED	FOUR		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
<b>DEVELOPMENT APPROVAL</b>	<b>STILL REQUIRED</b>			

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision ..... 13/9/99 ..... [ ] Delegate of the Development Assessment Commission  
Signed: ..... [2] Sheets Attached  
Date: ..... 13/9/99 .....  
020-0010-LIBERMAN GROUP(SEPT),DJO/SE



**DEVELOPMENT APPLICATION NO. 020/0010/99 (DA/0427/99)**

**FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND LEVEL WITH CAR PARKING BEHIND, EBENEZER PLACE, ADELAIDE**

**CONDITIONS OF CONSENT :**

1. Except where minor amendments may be required by other relevant Acts and/or Legislation, or by conditions imposed herein, all development is to be established in strict accordance with the plans and details submitted with the development application dated 3 June 1999.
2. The width of the car parking spaces in the car park shall comply with Australian Standards for Car Parking Spaces.
3. Pursuant to Section 33(3) of the Development Act 1993, the following matter is reserved for further assessment by the Development Assessment Commission in consultation with the Corporation of the City of Adelaide and Heritage SA prior to granting development approval.

(1) The external finishes and colours shall be finalised prior to their application on site.

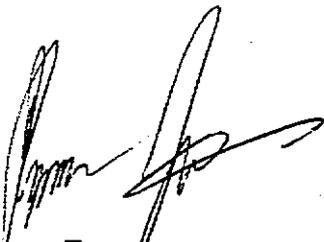
4. Pursuant to Section 33(3) of the Development Act 1993, the following matter is reserved for further assessment by the Development Assessment Commission in consultation with the Corporation of the City of Adelaide prior to granting development approval.

(1) Details of noise attenuation measures for both the retail and commercial components of the development shall be submitted to and be approved prior to or at the time of application for development approval.

**NOTES FOR APPLICANT :**

- Attention is drawn to the fact that the gates within the arch of the heritage building, shown on drawing SK002, have not been considered as part of this application. A separate application will be necessary for any work associated with these gates.
- Where any work is undertaken on, or near the boundaries, it is recommended that the applicant ensure that the boundaries are clearly defined, by a licensed surveyor, prior to the commencement of any building work.
- There is no objection to the proposed verandah adjacent Ebenezer Place provided it conforms with all relevant Council policies, particularly with respect to a minimum vertical clearance of 3.0 metres above the footpath and 600mm horizontal clearance to the kerb face.
- The location of the corner of the verandah facing Ebenezer Place, adjacent to car park number 22 should be relocated to avoid damage from taller vehicles. A 1.0 metre clearance to the corner must be provided.
- It is understood that traffic from proposed building L/M and N will be exiting the proposed development through a single exit point onto Union Street. The site distance for motorists to pedestrians walking north along Union Street is very limited. Signs warning motorists that pedestrians may be crossing should be installed within the applicant's property.

- It is noted that, according to the plans supplied, that the applicant has not completed the design details regarding the stairs adjacent to the disabled car parking space; space number 22. This matter needs to be addressed.
- Residential parking permits to allow parking on street, adjacent the proposed development will not be considered as an appropriate means of providing parking for residents or those staying in the apartments who have not been allocated a specific on site parking space.
- The matter regarding the location of the garbage bin storage area needs to be discussed and approved by the Manager, Cleansing Services, City of Adelaide.
- The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations which may be required are to be at the applicant's expense.
- The matter regarding the connection of storm water to any portion of the Corporation's underground drainage system shall be determined with the Asset Manager, Water, City of Adelaide.
- Levels at the property boundary shall be determined with the Asset Manager, Roads, City of Adelaide.
- Appropriate lighting to the underside of the proposed verandah shall be provided.
- Prior to construction, the applicant should contact the Manager, Licensing and Permits, City of Adelaide, to determine the matter of access to the site and street occupation, i.e. temporary parking controls, hoardings etc.
- All line marking and traffic signs should conform to Australian Standard AS 1742.2 – "Traffic control devices for general use" and as such be consistent with those used for the public street network.
- No car park entrance security control is shown on the drawings supplied. If it is to be provided it should be located at least 5.0 metres within the applicant's property so as to prevent on street queuing.



Roger Freeman  
**PRINCIPAL PLANNER**  
**DEVELOPMENT ASSESSMENT BRANCH**

020-0010-LIBERMAN GROUP(SEPT),DJO/SB

13/9/99

**DECISION NOTIFICATION FORM**

Development Number

020/0001/00

(DA.0427/1999)

FOR DEVELOPMENT APPLICATION

DATED : 20/12/99

REGISTERED ON : 4/1/00

TO: Liberman Group Pty Ltd  
230 Grenfell Street  
ADELAIDE SA 5000

## LOCATION OF PROPOSED DEVELOPMENT:

Lot No : 112

Street : Ebenezer Place

Suburb : Adelaide

Section No. : PTA 91

Hundred : Adelaide

Volume : 5707

Folio : 708

## NATURE OF PROPOSED DEVELOPMENT

TO VARY A DEVELOPMENT PLAN CONSENT FOR APPLICATION NUMBER 020/0010/99 (DA0427 99) FOR A FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL WITH CAR PARKING BEHIND

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
Provisional Development Plan Consent	GRANTED	THREE		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
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.

Date of Decision:  
Commission

8/2/00

[ ] Delegate of the Development Assessment

Signed:

[1] Sheets Attached

Date:

8/2/00

**DEVELOPMENT APPLICATION 020/0001/00 (DA/0427/99) FOR A VARIATION TO PROVISIONAL DEVELOPMENT PLAN CONSENT FOR APPLICATION NUMBER 020/0010/99 FOR A FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL WITH CAR PARKING BEHIND**

**CONDITIONS OF APPROVAL**

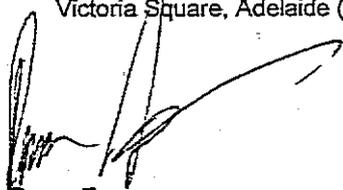
1. Except where minor amendments may be required by other relevant Acts and or Legislation, or by conditions imposed herein, all development is to be established in strict accordance with the details and plans submitted with the development application (020/0001/00) (DA/0427/99).
2. The conditions and notes as set out in the original Provisional Development Plan consent (Application Number 020/0010/99 (DA/0427/99)), dated 13 September 1999 are still applicable, except where modified by the following condition and notes.
3. Details of any air conditioning or air extraction plant or ducting in association with this development to be placed on the exterior of the building shall be submitted to and approved by the City of Adelaide.

**NOTES FOR APPLICANT:**

- The first note in Provisional Development Plan consent (Application Number 020/0010/99 (DA/0427/99)), dated 13 September 1999 is to be deleted.
- All costs associated with the removal of the tree on Ebenezer Place to facilitate the installation of the vehicle crossover to provide access to the proposed car park are to be borne by the applicant.
- The location of the existing street lighting poles in Ebenezer Place needs to be discussed with the City of Adelaide's Corporation Asset Manager – Lighting and Undergrounding, Bruno Castellucci on telephone 8203 7647. The costs associated with any modifications/relocation of the existing street lighting infrastructure required to maintain the existing level of street lighting will be borne by the applicant.
- The vehicle crossing place in Ebenzer Place is to be constructed at the applicants expense and will require separate application to the City of Adelaide's Infrastructure Services Department.
- A Building Site Management Plan is required prior to <sup>or</sup> at the time of the application for Development Approval and should include details of such items as:
  - Street occupation
  - Hoardings
  - Site amenities
  - Traffic requirements
  - Servicing site
  - Adjoining properties

Contact Mr Mike Thomas, City of Adelaide, Principal Building Officer on telephone 8203 7259 for further clarification or additional information.

- You have a right of appeal against the conditions which have been imposed on this Provisional 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 which you receive this notice or such longer time as the Court may allow. Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide (telephone number 8204 0300).

  
Roger Freeman  
PRINCIPAL PLANNER,  
DEVELOPMENT ASSESSMENT BRANCH  
As delegate of the  
DEVELOPMENT ASSESSMENT COMMISSION

8/2/00

**DECISION NOTIFICATION FORM**

Development Number  
020/0010/99  
DA/0427/1999

FOR DEVELOPMENT APPLICATION

DATED : 4.5.00

REGISTERED ON : 4.5.00

TO: LIBERMAN GROUP PTY LTD  
230 GRENFELL STREET  
ADELAIDE SA 5000

**LOCATION OF PROPOSED DEVELOPMENT:**

Lot No : 112                      Street : Ebenezer Place                      Suburb : Adelaide  
Section No. : PTA 91              Hundred : Adelaide                      Volume : 5707                      Folio : 708

**NATURE OF PROPOSED DEVELOPMENT**

AMENDMENT TO CONDITION 3 (1) OF THE PROVISIONAL DEVELOPMENT PLAN CONSENT FOR APPLICATION NUMBER 020/0020/10 (DA0427/99) DATED 13/9/99 WHEREBY THE EXTERNAL FINISHES AND COLOURS FOR A FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL BE IN ACCORDANCE WITH THE SCHEDULE PREPARED BY WOODS BAGOT JOB NO. 5.50.0585

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
Provisional Development Plan Consent	GRANTED	ONE		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
<b>DEVELOPMENT APPROVAL</b>	<b>STILL REQUIRED</b>			

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.

**Condition of Approval**

- That Condition 3 (1) of the provisional Development Plan consent dated 13 September 1999 be removed and replaced with the following:
- 
- The external finishes and colours be in accordance with the letter by Garden East, C/- Liberman Group Pty Ltd, dated 4 May 2000 and the attached schedule prepared by Woods Bagot, being Job No. 5.50.0585.

**NOTES FOR APPLICANT :**

- The conditions and notes as set out in the approvals dated 3 June 1999, 13 September 1999 and 8 February are still applicable.

Date of Decision: 30/5/00 [x] Delegate of the Development Assessment Commission  
 Signed: [Signature] [x] Sheets Attached  
 Date: 30/5/00

# KATNICH DODD

Postal P.O Box 1171 North Adelaide S.A 5006  
 Tel: (08) 8239 1040 Fax: (08) 8239 1140  
 E-mail katdodd@dove.net.au  
 Web www.katnichdodd.com.au

Reference No: PC10829



## DECISION NOTIFICATION FORM

For Development Application	Dated	Development No: 020/0001/00 (DA/0427/1999)
Registered On		

To: **COST MANAGEMENT PARTNERSHIP PTY LTD**  
**207 ANGAS STREET**  
**ADELAIDE SA 5000**

**LOCATION OF PROPOSED DEVELOPMENT:**

House No: 9	Lot No:	Street: EBENEZER PLACE	Suburb: ADELAIDE
Section No:	Hundred:	Volume:	Folio:

**NATURE OF PROPOSED DEVELOPMENT**

**COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	---	---	---
PROVISIONAL BUILDING RULES CONSENT	24/5/00	3	---
LAND DIVISION (TORRENS/ STRATA)	---	---	---
PUBLIC SPACE	N/A	---	---
OTHER	N/A	---	---
DEVELOPMENT APPROVAL	---	* See notes	---

If applicable, the details of the building classification and the approved number of occupants under the Building Code are attached.

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

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

Signed: 	<input type="checkbox"/> Development Assessment Commission or Delegate
	<input type="checkbox"/> Council Chief Executive Officer or Delegate
Date: 24 May 2000	<input checked="" type="checkbox"/> Private Certifier (I)
	<input type="checkbox"/> (6) Sheets Attached



Reference No: PC10829

**DEVELOPMENT ACT, 1993**  
**SECTION 42**  
**CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT**

BUILDING WORK: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS  
SITE ADDRESS: 9 EBENEZER PLACE, ADELAIDE  
APPLICANT: COST MANAGEMENT PARTNERSHIP PTY LTD  
OWNER: LIBERMAN GROUP  
CLASSIFICATION: SERVICED APARTMENTS 3  
COMMERCIAL TENANCIES 5 & 6  
CARPARK 7  
RISE IN STOREYS: 5  
TYPE OF CONSTRUCTION: A  
DEVELOPMENT APPLN: DA/427/1999/A/ 020/0001/00

**CONDITIONS**

1..Plans and specifications for the sprinkler system to the retail tenancies shall be submitted to the satisfaction of the *certifier* prior to such work being commenced.

BCA-Section 36

2..Portable fire extinguishers shall be selected and installed in accordance with AS2444.

BCA-E1.6

3..The passenger lift shall be provided with fire service controls in accordance with AS1735.2.

BCA-E3.7

**Notes:**

Fire precautions must be taken during construction in accordance with BCA-E1.9.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74

**SCHEDULE OF ESSENTIAL SAFETY PROVISIONS:** Regulation 76 requires that the relevant authority on granting provisional rules consent, issue a schedule that specifies the essential safety provisions for the building and the standards or requirements for the maintenance and testing in respect each of those essential safety provisions set out in Minister's Specification SA 76. The items to be inspected or tested are detailed on the attached schedule.

Proof of maintenance must be provided to Council each calendar year by the building owner.

**CERTIFICATE OF OCCUPANCY:** A new Certificate of Occupancy is required to be issued in relation to the proposed development. Katnich Dodd will, before granting a certificate of occupancy, require:

1. a written statement from the licensed builder, who under an agreement or arrangement, with the owner of the land, was responsible for undertaking any part of the building work, that the building work has been carried out in accordance with any relevant approval and that the connections required to public authority or utility services or facilities have been made in accordance with the requirements of the relevant public authority or utility.
2. a certificate of compliance for each essential safety provision, in the appropriate form under schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work; and
3. Where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, a report from the fire authority as to whether those facilities have been installed and operate satisfactorily.

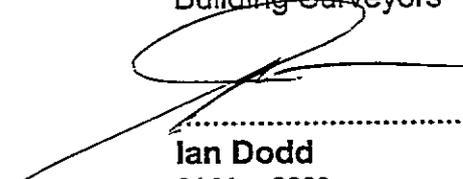
For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60

Pursuant to Section 602 of the Local Government Act, the builder may be required to erect and maintain hoardings and platforms for the protection of the public on adjoining streets and footpaths as directed by the Council.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

**IMPORTANT:** This report does not imply compliance with the Electricity Act, 1996 as amended, the Occupational Health, Safety & Welfare Act, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

**Katnich Dodd**  
Building Surveyors



.....  
**Ian Dodd**  
24 May 2000



**ALTERNATIVE SOLUTION**  
**ASSESSMENT OF BUILDING CODE OF AUSTRALIA**  
**PERFORMANCE REQUIREMENT**

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA-C3.2
ALTERNATIVE SOLUTIONS	: to permit the carpark access ramp openings less than 3 metres from the allotment boundaries to be un-protected

**ASSESSMENT METHOD (Refer BCA Introduction.)**  

Documentary evidence as described in A2.2

Verification Methods

Verification methods may include the following:

(a) Calculations - using analytical methods or mathematical models.

(b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.

(c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

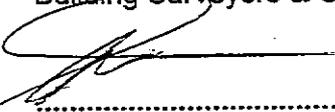
**REASONING**

The adjoining buildings are State Heritage listed and unlikely to be redeveloped. They currently present a blank masonry wall to the subject site and there is minimal opportunity for fire spread between the allotments.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**

Building Surveyors &amp; Consulting Engineers

  
.....  
**Ian Dodd**

24 May 2000



### ALTERNATIVE SOLUTION ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA - SA E1.3
ALTERNATIVE SOLUTIONS	: to delete the requirement for fire hydrant pump(s) subject to the automatic fire alarm installation being privately monitored on a 24 hour basis.

#### ASSESSMENT METHOD (Refer BCA Introduction.)

- Documentary evidence as described in A2.2
- Verification Methods  
Verification methods may include the following:
  - (a) Calculations - using analytical methods or mathematical models.
  - (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
  - (c) Other methods accepted by the relevant authority.
- Comparison with Deemed-to Satisfy Provisions  
Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.
- The opinions of suitably qualified and experienced technical experts

#### SUPPORTING DOCUMENTATION

- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 26 April 2000 Job No 10716.37501

#### REASONING

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**  
Building Surveyors & Consulting Engineers

.....  
**Ian Dodd**  
24 May 2000



### ALTERNATIVE SOLUTION ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA-E1.4
ALTERNATIVE SOLUTIONS	: to delete the requirement for fire hoses to be installed in the ground floor tenancies subject to the installation of an automatic fire alarm system throughout the tenancies.

#### ASSESSMENT METHOD (Refer BCA Introduction.)

Documentary evidence as described in A2.2

Verification Methods

Verification methods may include the following:

- (a) Calculations - using analytical methods or mathematical models.
- (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
- (c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

#### SUPPORTING DOCUMENTATION

- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 26 April 2000 Job No 10716.37501

#### REASONING

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**

Building Surveyors & Consulting Engineers

.....  
**Ian Dodd**

24 May 2000



**ALTERNATIVE SOLUTION**  
**ASSESSMENT OF BUILDING CODE OF AUSTRALIA**  
**PERFORMANCE REQUIREMENT**

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA - SA G7.3
ALTERNATIVE SOLUTIONS	: to permit the western external wall to be located less than 600 mm from the allotment boundary.

**ASSESSMENT METHOD (Refer BCA Introduction.)**

Documentary evidence as described in A2.2  
Verification Methods

Verification methods may include the following:

- (a) Calculations - using analytical methods or mathematical models.
- (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
- (c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

**REASONING**

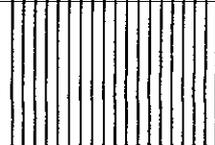
The existing building is located less than 600 mm from the allotment boundary. The space between the buildings will be sealed with concrete to prevent weed growth and is wide enough to facilitate cleaning.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**  
Building Surveyors & Consulting Engineers

.....  
**Ian Dodd**  
24 May 2000

**Corporation of the City of Adelaide**



Enquiries: Tony Kelly (8203 7521) Mike Chang (8203 7488)  
Reference: 2000/00021

**DECISION NOTIFICATION FORM**

FOR DEVELOPMENT APPLICATION

DATED 21 December 1999

DEVELOPMENT NUMBER

REGISTERED ON 22 December 1999

DA/427/1999/A

TO: LIBERMAN GROUP P/L  
230 Grenfell St  
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT: 3-21 Ebenezer Place

CT: Volume Folio

Nature of Proposed Development: **Variation to DA/427/99 to construct 5 level retail/apartment building - retail/commercial ground floor and 4 upper levels 40 apartments.**

From LIBERMAN GROUP P/L

In respect of this proposed development you are informed that

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	08 February 2000	3
Provisional Building Rules Consent	Consent	24 May 2000	3
Development Approval	Approved	12 February 2001	6

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

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 12 February 2001

Signed:

Date: 12/02/2001

- Development Assessment Commission or delegate
- Council Chief Executive Officer or delegate
- Private Certifier
- [2] Sheets Attached

ABN 20 930 762 572

Customer Centre 25 Pirie Street Adelaide South Australia - GPO Box 2252 Adelaide SA 5001  
Telephone: (08) 8203 7203 Facsimile: (08) 8203 7575 Email: city@adelaide.sa.gov.au  
Web site: http://www.adelaide.sa.gov.au

**DEVELOPMENT NUMBER: DA/427/1999/A**

**LOCATION OF PROPOSED DEVELOPMENT: 3-21 Ebenezer Place**

**ADVICES:-**

The following matters are not conditions of the decision but require your further attention:

**Street Numbering**

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7426.

**Commencement and Completion**

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.

**Expiration Time of Approval**

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless the development has been lawfully commenced by substantial work on the site of the development within such period, in which case the approval will lapse within 3 years from the operative date of the approval subject to the proviso that if the development has been substantially or fully completed within those 3 years, the approval will not lapse.

**Building Consent (Privately Certified)**

The Provisional Building Rules Consent issued by Katnich Dodd of 7/22 Melbourne Street, North Adelaide SA 5006 on 24 May 2000 has been relied on for granting this Development Approval. There has been no examination of the submitted documents in relation to any building matters.

**Certificate of Occupancy to be issued by the private certifier.**

Pursuant to the Development Regulation 92(4), if a certificate of occupancy is to be issued by the private certifier, a copy of the certificate together with any statements, certificates, reports or documentation required under Regulation 83(2), must be provided by the certifier to the Council within 5 business days after issuing the certificate.

**Building Levels**

**Before commencing work, the finished building levels should be checked against the footpath levels to ensure that disabled access, vehicular access and stormwater disposal will comply with relevant codes and approvals. An application for levels along the public boundary should be made to the Asset Manager - Roads, Corporation of the City of Adelaide. The Corporation of the City of Adelaide will not adjust footpath levels to suit finished building levels.**

**Public Utilities (Applicants Expense)**

The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations which may be required are to be at the applicant's expense.



Better communities.  
The Whittles way.

176 Fullarton Road  
Dulwich SA 5065

08 8291 2300  
whittles.com.au

11/11/25

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 20838 Inc.  
9 EBENEZER PLACE, ADELAIDE  
ABN: 22079127490  
Lot: 00039  
OWNER: Miss Y Chen

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 246 of a total 10000.

**Financial Status of the Lot Owner:**

The contribution payable to the Administration Fund is currently \$1,224.00 per quarter paid to 14/11/25. GST is included within this contribution.

The contribution payable to the Sinking Fund is currently \$171.00 per quarter paid to 14/11/25. 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 11/11/2025. NEXT CONTRIBUTION IS DUE 15/11/2025.

*(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](mailto:info.adelaide@whittles.com.au)***

## **Known Extraordinary Expenses**

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

- \*\* Individual Lot water consumption paid by Community Corporation 20838 Inc.
- \*\* Common property water consumption paid by Community Corporation 20838 Inc.

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	\$51,699.08CR
Sinking Fund	\$275,256.36CR (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

A handwritten signature in black ink, appearing to read 'Eric Breda', written in a cursive style.

Eric Breda  
Body Corporate Manager  
eric.breda@whittles.com.au

**WHITTLES MANAGEMENT SERVICES PTY LTD**

On behalf of the Corporation 11/11/2025

**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:**

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First Name	Surname
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**Purchaser 2:**

---

First Name	Surname
------------	---------

**BUSINESS NAME** (If Applicable)

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**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 20838 Inc.  
9 EBENEZER PLACE, ADELAIDE  
Lot: 00039  
OWNER: Miss Y Chen

Eric Breda

# TAX INVOICE

11/11/2025

**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 : 00039 at  
9 EBENEZER PLACE, ADELAIDE

Community Corporation 20838 Inc.

<b>FEE:</b>	As prescribed	\$60.00	PAID
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	Plus 10%	\$6.00	PAID
	GST		

<b>TOTAL DUE:</b>		\$66.00	PAID
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**OWNER:** Miss Y Chen

With Compliments

# Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000  
1 July 2024 to 30 June 2025  
Printed 19/08/25 14:39

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	165,251.97	165,000.00	251.97	156,980.46
Interest-Contributions arrears	377.24	0.00	377.24	0.00
Keys & fobs	1,654.52	0.00	1,654.52	0.00
<b>TOTAL FUND INCOME</b>	<b>167,283.73</b>	<b>165,000.00</b>	<b>2,283.73</b>	<b>156,980.46</b>
<b>FUND EXPENDITURE</b>				
Air conditioning	0.00	560.00	560.00	280.00
Auditor fee	760.00	760.00	0.00	760.00
Caretaking	34,481.51	35,600.00	1,118.49	33,895.56
Cleaning	3,730.79	2,060.00	(1,670.79)	1,390.56
Common property	930.00	3,500.00	2,570.00	3,533.24
Debt collection fees	480.00	0.00	(480.00)	320.00
Debt collection fees recovery	(440.00)	0.00	440.00	(360.00)
Electrical	1,700.26	3,000.00	1,299.74	2,630.18
Fire systems	5,922.25	4,000.00	(1,922.25)	5,125.35
Garage	4,142.72	5,000.00	857.28	4,651.00
Grounds	940.00	200.00	(740.00)	0.00
Gutters & downpipes	0.00	900.00	900.00	0.00
Insurance claims	6,045.00	1,000.00	(5,045.00)	0.00
Insurance claims recovery	(5,045.00)	0.00	5,045.00	0.00
Insurance renewals	32,764.96	28,500.00	(4,264.96)	25,378.95
Lift	13,548.83	12,200.00	(1,348.83)	16,893.75
Management - Additional services fee	448.57	1,825.00	1,376.43	90.00
Management - Agreed Services	12,170.00	12,170.00	0.00	11,702.00
Management - Asset Maintenance Services	872.76	872.64	(0.12)	786.00
Management - Disbursement Fees	3,744.00	3,744.00	0.00	3,680.00
Painting	1,260.00	1,350.00	90.00	1,260.00
Pest control	0.00	500.00	500.00	450.00
Plumbing	1,893.00	2,100.00	207.00	1,699.50
Security	14,009.22	18,620.00	4,610.78	10,060.92
Taxation	4,049.48	3,400.00	(649.48)	3,550.80
Telephone	299.84	500.00	200.16	297.03
Transfer	20,000.00	20,000.00	0.00	10,000.00
Utilities-Electricity	8,987.76	7,500.00	(1,487.76)	6,303.85
Utilities-Water	10,274.89	12,000.00	1,725.11	10,885.82
<b>TOTAL FUND EXPENDITURE</b>	<b>177,970.84</b>	<b>181,861.64</b>	<b>3,890.80</b>	<b>155,264.51</b>
<hr/>				
<b>FUND SURPLUS (DEFICIT)</b>	<b>(10,687.11)</b>	<b>(16,861.64)</b>	<b>6,174.53</b>	<b>1,715.95</b>

## Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000

30 June 2025

Printed 19/08/25 14:39

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	49,697.25	47,981.30
Surplus/(Deficit) For Period	(10,687.11)	1,715.95
<b>TOTAL FUNDS</b>	<b>39,010.14</b>	<b>49,697.25</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	38,694.33	48,973.67
<b>TOTAL ASSETS</b>	<b>38,694.33</b>	<b>48,973.67</b>
<b>LIABILITIES</b>		
GST control account	(1,544.81)	(783.78)
Accrued Expenses	0.00	13.20
Unallocated Advances	1,229.00	47.00
<b>TOTAL LIABILITIES</b>	<b>(315.81)</b>	<b>(723.58)</b>
<b>NET ASSETS</b>	<b>39,010.14</b>	<b>49,697.25</b>

## Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000  
1 July 2024 to 30 June 2025  
Printed 19/08/25 14:39

	YTD Actual	YTD Budget	Variance	Last Year
<b>FUND INCOME</b>				
Contributions	23,090.19	23,126.00	(35.81)	19,866.45
Interest	0.00	8,500.00	(8,500.00)	0.00
Interest-External Accounts	10,103.55	0.00	10,103.55	8,323.86
Transfer-From Administration fund	20,000.00	20,000.00	0.00	10,000.00
<b>TOTAL FUND INCOME</b>	<b>53,193.74</b>	<b>51,626.00</b>	<b>1,567.74</b>	<b>38,190.31</b>
<b>FUND EXPENDITURE</b>				
Common property	0.00	5,000.00	5,000.00	3,985.00
Electrical	3,190.00	0.00	(3,190.00)	12,925.80
Fire systems	9,910.00	10,000.00	90.00	0.00
Garage	0.00	0.00	0.00	7,308.50
Lift	5,342.00	2,178.00	(3,164.00)	0.00
Painting	0.00	0.00	0.00	7,030.00
Reports	0.00	0.00	0.00	1,500.00
Security	21,350.00	0.00	(21,350.00)	8,215.00
<b>TOTAL FUND EXPENDITURE</b>	<b>39,792.00</b>	<b>17,178.00</b>	<b>(22,614.00)</b>	<b>40,964.30</b>
<b>FUND SURPLUS (DEFICIT)</b>	<b>13,401.74</b>	<b>34,448.00</b>	<b>(21,046.26)</b>	<b>(2,773.99)</b>

## Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000

30 June 2025

Printed 19/08/25 14:39

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	255,105.88	257,879.87
Surplus/(Deficit) For Period	13,401.74	(2,773.99)
<b>TOTAL FUNDS</b>	<b>268,507.62</b>	<b>255,105.88</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	55,927.21	72,571.68
Investment Account 2	212,580.41	182,534.20
<b>TOTAL ASSETS</b>	<b>268,507.62</b>	<b>255,105.88</b>
<b>LIABILITIES</b>		
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>0.00</b>
<b>NET ASSETS</b>	<b>268,507.62</b>	<b>255,105.88</b>

## Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000

30 June 2025

Printed 19/08/25 14:39

	YTD Actual	Last Year
<b>OWNERS FUNDS</b>		
Balance Brought Forward	304,803.13	305,861.17
Surplus/(Deficit) For Period	2,714.63	(1,058.04)
<b>TOTAL FUNDS</b>	<b>307,517.76</b>	<b>304,803.13</b>
<b>ASSETS</b>		
Cash at Bank (MBL)	94,621.54	121,545.35
Investment Account 2	212,580.41	182,534.20
<b>TOTAL ASSETS</b>	<b>307,201.95</b>	<b>304,079.55</b>
<b>LIABILITIES</b>		
GST control account	(1,544.81)	(783.78)
Accrued Expenses	0.00	13.20
Unallocated Advances	1,229.00	47.00
<b>TOTAL LIABILITIES</b>	<b>(315.81)</b>	<b>(723.58)</b>
<b>NET ASSETS</b>	<b>307,517.76</b>	<b>304,803.13</b>

## Notes to the Financial Statements

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000  
30 June 2025  
Printed 19/08/25 14:39

### Investments

Investment	Fund	Bank	Bank Account	Maturity	Amount	Interest
2	Sinking	MBL	296722986	08/09/25	212,580.41	4.15%

**Total Investments** 212,580.41

The following balances relate to amounts received or owing as at 30/06/2025

### Receivables - Owner Arrears

#### Unit/Lot Details

	Admin		Sinking	Other	Total
	Contributions	Final notice fee	Contributions		
00020		44.00			44.00
00028				0.01	0.01
00039	750.50	44.00	162.00		956.50
00048	91.00		13.00		104.00
<b>Totals including GST (if applicable)</b>	<b>841.50</b>	<b>88.00</b>	<b>175.00</b>	<b>0.01</b>	<b>1,104.51</b>

### Debtors

#### Debtor Details

	Admin	
	Electricity	Total
JUPI00 005346	555.96	555.96
JUPI00 005464	555.96	555.96
JUPI00 005565	555.96	555.96
JUPI00 005686	555.96	555.96
<b>Totals</b>	<b>2,223.84</b>	<b>2,223.84</b>

**Allocated Advance Payments** Nil

**Outstanding Creditors** Nil

### Unallocated Advance Payments

#### Unit/Lot Details

	Admin
00044	426.00-
00045	803.00-

## Notes to the Financial Statements

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000  
30 June 2025  
Printed 19/08/25 14:39

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### Unallocated Advance Payments (continued)

Unit/Lot Details	<u>Admin</u>
<b>Totals</b>	<b>1,229.00-</b>

### Remuneration

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

Commissions received by Whittles for the financial year of the body corporate: \$3,073.30

## Summary of Significant Accounting Policies

COMMUNITY CORP.20838 INC  
9 Ebenezer Place ADELAIDE SA 5000  
1 July 2024 to 30 June 2025  
Printed 19/08/25 14:39

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### 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.

**INDEPENDENT AUDITOR'S REPORT  
TO THE MEMBERS OF COMMUNITY CORPORATION 20838 INC**

**Report on the Audit of the Financial Report**

***Opinion***

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 20838 INC, which comprises the Statements of Assets and Liabilities as at 30 June 2025 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 20838 INC as at 30 June 2025, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

***Basis for Opinion***

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

***Emphasis of Matter - Basis of Accounting***

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 20838 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

***Responsibility of Management for the Financial Report***

Management is responsible for the preparation of the financial report that gives a true and fair view and have determined that the cash basis of accounting is appropriate to meet the needs of members. Management's responsibility also includes such internal control as management determines is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

**INDEPENDENT AUDITOR'S REPORT  
TO THE MEMBERS OF COMMUNITY CORPORATION 20838 INC**

In preparing the financial report, management are responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intend to liquidate the entity or to cease operations, or have no realistic alternative but to do so.

Management is responsible for overseeing the entity's financial reporting process.

***Auditor's Responsibilities for the Audit of the Financial Report***

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

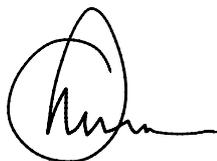
A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

[https://www.auasb.gov.au/auditors\\_responsibilities/ar4.pdf](https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf)

This description forms part of our auditor's report.

**MGI Assurance (SA) Pty Ltd**

Chartered Accountants



**Clayton Lawrence**  
Director

Eastwood, South Australia  
22 August 2025



Better communities.  
The Whittles way.

176 Fullarton Road  
Dulwich SA 5065

08 8291 2300  
whittles.com.au

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

16 October 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for COMMUNITY CORP.20838 INC 9 Ebenezer Place, 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

Eric Breda  
Body Corporate Manager

**Minutes of the Annual General Meeting  
COMMUNITY CORP.20838 INC**

<b>Meeting Date</b>	Tuesday, 23 September 2025		
<b>Meeting Location</b>	Whittles Management Services, Dulwich, SA, 5065 OR Via Microsoft Teams & Teleconference		
<b>Time</b>	05:53 PM	Closed: 08:00 PM	
<b>Lots Represented</b>	00003	Ms J L Miller	Owner present (pre-voted)
	00004	Mr V Ricigliano	Electronic vote
	00005	Mr A & Mrs N DE Roma	Electronic vote
	00006	R Darbar	Electronic vote
	00007	Ms H C Meyer	Electronic vote
	00011	T J Holmes	Owner present
	00014	Salken Family Trust Pty Ltd ATF Salken Family Trust	Proxy present: Mr K Davis
	00015	Mr Y Shi	Electronic vote
	00017	Mrs G Daalder	Electronic vote
	00018	Mr P M & Mrs L J Fenech	Electronic vote
	00020	Ms M Hadji	Owner present
	00023	Mr J H & Mrs K J Falzon	Electronic vote
	00024	Ms F J Beauchamp	Owner present
	00026	T L & J I Burton	Electronic vote
	00027	Mr S Larson	Electronic vote
	00029	Ms E Obermeier	Owner present
	00030	Keule Pty Ltd ATF Geoffrald Family Trust	Electronic vote
	00033	Ms S M Ley	Proxy present (pre-voted)
	00036	M I & J Burns	Electronic vote
	00038	Ms B H Nilsson	Owner present
	00044	DRF Pension Pty Ltd ATF Davis Retirement Fund	Proxy present: Mr K Davis
	00045	DRF Pension Pty Ltd ATF Davis Retirement Fund	Proxy present: Mr K Davis
<b>Chairperson</b>	Ms J L Miller presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
<b>Additional Attendees</b>	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd		
<b>Quorum</b>	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.		

<b>Item 1</b>		
<b>Declaration of Interest</b>		
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.		

<b>Motion 2</b>				
<b>Acceptance of Minutes</b>	<b>Ordinary Resolution</b>			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Extraordinary General Meeting held on 1 JUL 2025 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 19	No: 0	Abs: 3	Inv: 0

<b>Motion 3</b>				
<b>Acceptance of Statement of Accounts</b>	<b>Ordinary Resolution</b>			
It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the audited Statement of Accounts for the financial year ending 30 JUN 2025, which have been circulated to all members, was accepted.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 20	No: 0	Abs: 2	Inv: 0

<b>Motion 4</b>				
<b>Appointment of Manager</b>	<b>Ordinary Resolution</b>			
It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i> :				
<ul style="list-style-type: none"> <li>i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,</li> <li>ii. make the appointment for a Term of twelve (12) months, being from the 1 JUL 2025 to 30 JUN 2026 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,</li> <li>iii. authorise limited powers to Whittles Management Services Pty Ltd,</li> <li>iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,</li> <li>v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and</li> <li>vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.</li> </ul>				
The Services Agreement is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 21	No: 0	Abs: 1	Inv: 0

**5 Election of Office Bearers & Committee**

It was resolved that in accordance with s76(1) & 90(1) of the Community Titles Act 1996, the meeting appoints the following 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.

**Motion 5.1**

**Election of Presiding Officer**

**Ordinary Resolution**

Lot 3: Ms J Miller was elected unopposed as Presiding Officer

**Motion CARRIED.**

**Votes**

Yes: 20

No: 0

Abs: 2

Inv: 0

**Motion 5.2**

**Election of Secretary**

**Ordinary Resolution**

Lot 24: Ms F J Beauchamp was elected unopposed as Secretary.

**Motion CARRIED.**

**Votes**

Yes: 20

No: 0

Abs: 2

Inv: 0

**Motion 5.3**

**Election of Treasurer**

**Ordinary Resolution**

Lot 24: Ms F J Beauchamp was elected unopposed as Treasurer.

**Motion CARRIED.**

**Votes**

Yes: 20

No: 0

Abs: 2

Inv: 0

Item 6		
<b>Accredited Contractors (Advice)</b>		
<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		
<b>Annual Compliance Register (Advice)</b>		
<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> <p>J Miller mentioned that there are some documents missing on the owner's portal, Eric Breda mentioned that he's happy to contact her soon to discuss what is missing and rectify the issue.</p>		

Item 8		
<b>Insurance Valuation (Advice)</b>		
<p>A comprehensive professional valuation for insurance purposes was performed in 07/23 and recommended insurance cover of \$25,570,000.</p> <p>The Insurance Valuation is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p> <p>All Owners present confirmed that they are happy to leave the insurance valuation for another year</p>		

Item 9		
<b>Current Insurance Details (Advice)</b>		
<p>A copy of the Body Corporate's current certificate of currency is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p> <p>M Hadji had a question regarding the corporation's insurance and it was confirmed that MGA are the corporation's broker and there was 4 insurance renewal quotes sourced last FY</p>		

<b>Item 10</b>		
<b>Utility Supplies Review (Advice)</b>		
<p>Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.</p>		

<b>Motion 11</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
<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 \$25,570,000 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><b><u>Contents Insurance</u></b> 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>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 21	No: 0	Abs: 1	Inv: 0

**Item 12**

**General Business**

**Lift upgrade**

F Beauchamp confirmed C Lepore wanted to be included in the decisions regarding new lift interior upgrades.

**Cleaning/Caretaking Review**

J Miller mentioned that there have been a few issues with the cleaning around the building and the corporation and the committee is currently reviewing the cleaning/caretaking contract.

M Hadji mentioned that the area from the Bins down to the toilets looks unsightly at the moment and wanted to find out if Greg Powell cleans that area. B Nilsson also confirmed that some of the commercial lots leave their cigarettes butts around the western side of the building, heading down into the carpark. Owners within the corporation have needed to remind Greg continuously to clean up areas around the building.

It was agreed the body corporate manager contact Greg to let him know to clean certain areas better ongoing.

E Breda confirmed that he's had a chat to Greg regarding splitting the caretaking and cleaning roles, he will share this scope with Julia and Fiona.

**CCTV Installation**

J Miller raised the quote received from Austronics regarding CCTV install, some owners mentioned that CCTV may not be a good idea as not much can be done with culprits that have been caught on CCTV.

J Miller also mentioned that the dummy cameras may need to be removed for legal reasons.

**Letterbox Relocation**

J Miller discussed the ongoing project regarding the letterbox relocation, most owners present confirmed that they are approved with moving the letterboxes inside of the foyer. It was confirmed that the management committee will move forward with this project - the Rapid Response quote will be received soon. The quote from MP solutions has been received.

**Carpark efflorescence**

E Breda raised the dampness issue within the carpark, a report from TMK was created and has been uploaded to the portal.

The owners present are happy to keep this issue on the agenda as something needs to do in the future.

**Lithium Battery charging**

E Obermeier mentioned the issue with charging items within the carpark and the notice that was recently sent out, E Breda mentioned that he will take this issue up with the management committee to confirm the best resolution for this.

**Overlooking issue**

M Hadji mentioned the overlooking issue with KWPIX and that now the Adelaide City Council have been involved, with no assistance from the Maras Group.

<b>Motion 13</b>				
<b>Administrative Fund Budget</b>	<b>Ordinary Resolution</b>			
<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 was approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$45,220.00 for the financial year ending 30 JUN 2026.</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>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 19	No: 0	Abs: 3	Inv: 0

<b>Motion 14</b>				
<b>Sinking Fund Budget</b>	<b>Ordinary Resolution</b>			
<p>It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget was approved and adopted.</p> <p>Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$6,300.00 for the financial year ending 30 JUN 2026.</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>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 19	No: 0	Abs: 3	Inv: 0

Motion 15				
<b>Sinking Fund Forecast</b>	<b>Ordinary Resolution</b>			
<p>It was resolved that a suitably qualified contractor be instructed to inspect the property and prepare a sinking fund projection at an estimated cost of \$3,500.00.</p> <p>The <i>Statutes Amendment (Community and Strata Titles) Act 2012</i>, requires that all Strata and Community Body Corporates other than small groups (6 or less) prepare a forward budget for maintenance and capital works. This forward budget must be tabled at each Annual General Meeting and new information must be presented for consideration no less than every three (3) years for Corporations consisting of 7-20 lots and five (5) years for Corporations consisting of more than 20 lots.</p> <p>A comprehensive professional report was performed in 07/19 and is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p>				
Motion CARRIED.				
<b>Votes</b>	Yes: 17	No: 1	Abs: 4	Inv: 0

Motion 16				
<b>Insufficient Funds Special Levy Authority</b>	<b>Ordinary Resolution</b>			
<p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer and/or 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 \$36,000.00.</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.				
<b>Votes</b>	Yes: 21	No: 0	Abs: 1	Inv: 0

Motion 17				
<b>Audit of Annual Financial Statement</b>	<b>Ordinary Resolution</b>			
<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 \$760.00.</p>				
Motion CARRIED.				
<b>Votes</b>	Yes: 21	No: 0	Abs: 1	Inv: 0

<b>Motion 18</b>				
<b>Interest Charged on Overdue Contributions/Levies</b>	<b>Ordinary Resolution</b>			
<p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 20	No: 1	Abs: 1	Inv: 0

<b>Motion 19</b>				
<b>Recovery of Overdue Contributions/Levies</b>	<b>Ordinary Resolution</b>			
<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.20838 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"> <li>1. Owners are issued their contribution notice approximately 3 weeks before the due date.</li> <li>2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.</li> <li>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.</li> <li>4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.</li> <li>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.</li> </ol>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 21	No: 0	Abs: 1	Inv: 0



<b>Item 20</b>		
<b>Next Meeting</b>		
To be determined.		

**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](http://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.20838 INC  
9 EBENEZER PLACE, ADELAIDE

Year ending June 2026

## ADMINISTRATIVE FUND

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
<b>INCOME</b>					
Contributions	41,250.00	45,220.00	45,220.00	45,220.00	\$176,910.00
Arrears	845.00	0.00	0.00	0.00	\$845.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>42,095.00</b>	<b>45,220.00</b>	<b>45,220.00</b>	<b>45,220.00</b>	<b>\$177,755.00</b>
<b>EXPENDITURE</b>					
Air conditioning	140.00	140.00	140.00	140.00	\$560.00
Auditor fee	760.00	0.00	0.00	0.00	\$760.00
Caretaking	9,046.00	9,046.00	9,046.00	9,046.00	\$36,184.00
Cleaning	425.00	425.00	425.00	425.00	\$1,700.00
Cleaning - Bin washing	500.00	500.00	500.00	500.00	\$2,000.00
Cleaning - Carpet Cleaning	640.00	0.00	640.00	0.00	\$1,280.00
Common property	812.50	812.50	812.50	812.50	\$3,250.00
Electrical	750.00	750.00	750.00	750.00	\$3,000.00
Fire systems	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Fire systems - Smoke detectors	0.00	5,000.00	0.00	0.00	\$5,000.00
Garage	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Grounds	50.00	50.00	50.00	50.00	\$200.00
Gutters & downpipes	225.00	225.00	225.00	225.00	\$900.00
Insurance - Excess	500.00	500.00	500.00	500.00	\$2,000.00
Insurance - Renewal	0.00	0.00	35,600.00	0.00	\$35,600.00
Lift	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
Management - Additional services fee	456.25	456.25	456.25	456.25	\$1,825.00
Management - Agreed Services	3,194.50	3,194.50	3,194.50	3,194.50	\$12,778.00
Management - Asset Maintenance Services	218.16	218.16	218.16	218.16	\$872.64
Management - Disbursement Fees	744.00	744.00	744.00	744.00	\$2,976.00
Painting	337.50	337.50	337.50	337.50	\$1,350.00
Pest control	125.00	125.00	125.00	125.00	\$500.00
Plumbing	525.00	525.00	525.00	525.00	\$2,100.00
Public Officer Fee	150.00	0.00	0.00	0.00	\$150.00
Security	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
Security - Patrols	2,375.00	2,375.00	2,375.00	2,375.00	\$9,500.00
Taxation - Accountants fee	250.00	0.00	0.00	0.00	\$250.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Taxation - PAYG Income Tax Instalment	500.00	500.00	500.00	500.00	\$2,000.00
Taxation - Payment	175.00	175.00	175.00	175.00	\$700.00
Technology and System Fees	192.00	192.00	192.00	192.00	\$768.00
Telephone	87.50	87.50	87.50	87.50	\$350.00
Utilities - Electricity	2,350.00	2,350.00	2,350.00	2,350.00	\$9,400.00
Utilities - Water	3,000.00	3,000.00	3,000.00	3,000.00	\$12,000.00
<b>Total</b>	<b>34,528.41</b>	<b>37,728.41</b>	<b>68,968.41</b>	<b>32,728.41</b>	<b>\$173,953.64</b>

## SINKING FUND

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
<b>INCOME</b>					
Contributions	6,000.00	6,300.00	6,300.00	6,300.00	\$24,900.00
Arrears	159.09	0.00	0.00	0.00	\$159.09
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Interest	2,125.00	2,125.00	2,125.00	2,125.00	\$8,500.00
<b>Total</b>	<b>8,284.09</b>	<b>8,425.00</b>	<b>8,425.00</b>	<b>8,425.00</b>	<b>\$33,559.09</b>
<b>EXPENDITURE</b>					
Common property - Letter boxes	0.00	22,000.00	0.00	0.00	\$22,000.00
Lift - Upgrade	35,430.00	70,860.00	11,810.00	0.00	\$118,100.00
Reports	2,050.00	0.00	3,500.00	0.00	\$5,550.00
Security	0.00	650.00	0.00	0.00	\$650.00
<b>Total</b>	<b>37,480.00</b>	<b>93,510.00</b>	<b>15,310.00</b>	<b>0.00</b>	<b>\$146,300.00</b>

## CASH FLOW SUMMARY

	Jul-Sept 25	Oct-Dec 25	Jan-Mar 26	Apr-Jun 26	Annual Total
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	39,010.14	46,576.73	54,068.32	30,319.91	\$39,010.14
Add: Contributions	41,250.00	45,220.00	45,220.00	45,220.00	\$176,910.00
Add: Arrears	845.00	0.00	0.00	0.00	\$845.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	34,528.41	37,728.41	68,968.41	32,728.41	\$173,953.64
CLOSING BALANCE	46,576.73	54,068.32	30,319.91	42,811.50	\$42,811.50
<b><u>SINKING FUND</u></b>					
Opening Balance	268,507.62	239,311.71	154,226.71	147,341.71	\$268,507.62
Add: Contributions	6,000.00	6,300.00	6,300.00	6,300.00	\$24,900.00
Add: Interest	2,125.00	2,125.00	2,125.00	2,125.00	\$8,500.00
Add: Arrears	159.09	0.00	0.00	0.00	\$159.09
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	37,480.00	93,510.00	15,310.00	0.00	\$146,300.00
CLOSING BALANCE	239,311.71	154,226.71	147,341.71	155,766.71	\$155,766.71

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
 Number of Lots              48

Lot Number	— Effective from 15/11/25 —			— Effective from 15/11/25 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)	LEV	SINKING Fund	SINKING Fund (incl. GST)
46, 48	20	90.44	\$99	20	12.60	\$14
47	30	135.66	\$149	30	18.90	\$21
44	82	370.80	\$408	82	51.66	\$57
42	92	416.02	\$458	92	57.96	\$64
41	95	429.59	\$473	95	59.85	\$66
43	100	452.20	\$497	100	63.00	\$69
45	146	660.21	\$726	146	91.98	\$101
1	211	954.14	\$1,050	211	132.93	\$146
11, 21	216	976.75	\$1,075	216	136.08	\$150
31	221	999.36	\$1,099	221	139.23	\$153
2, 5, 6, 7, 9, 10	231	1,044.58	\$1,149	231	145.53	\$160
3, 4, 8, 12, 15, 16, 17, 18, 20, 22, 25, 26, 27, 28, 30, 38	236	1,067.19	\$1,174	236	148.68	\$164
13, 14, 19, 23, 24, 29, 32, 35, 36, 37, 40	241	1,089.80	\$1,199	241	151.83	\$167
33, 34, 39	246	1,112.41	\$1,224	246	154.98	\$170
<b>QUARTERLY TOTAL</b>		<i>\$45,219.91</i>	<b><u>\$49,747.00</u></b>		<i>\$6,300.00</i>	<b><u>\$6,936.00</u></b>

## ACCOUNT NOTES

**28510** - Cleaning - Carpet Cleaning

green cleaners - residential carpet hallway cleaning (scheduled in every 6 months)

**29009** - Common property - Letter boxes

letterbox relocation

**66000** - Reports

Lift consultant \$2K; Sinking Fund Report \$3.5K

**69500** - Security

\$650 - Re-key perimeter doors



*Strata and Community Title Services*

23 October 2024

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Reconvened Annual General Meeting for COMMUNITY CORP.20838 INC 9 Ebenezer Place, 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

Eric Breda  
Body Corporate Manager

**Minutes of the Reconvened Annual General Meeting  
COMMUNITY CORP.20838 INC.**

<b>Meeting Date</b>	10 October 2024		
<b>Meeting Location</b>	Whittles Management Services Enterprise Boardroom - 176 Fullarton Road Dulwich SA 5065 Or Via Whittles Management Video / Teleconference Facilities		
<b>Time</b>	03:00 PM	Closed: 03:30 PM	
<b>Lots Represented</b>	00003	Ms J L Miller	Electronic vote
	00006	R Darbar	Electronic vote
	00009	Mr A L Barbera	Electronic vote
	00011	Mr S R Ashby	Electronic vote
	00012	B P Hallett	Electronic vote
	00015	Mr Y Shi	Electronic vote
	00017	Mrs G Daalder	Electronic vote
	00018	Mr P M & Mrs L J Fenech	Electronic vote
	00022	Mr D I Oats	Electronic vote
	00023	Mr J H & Mrs K J Falzon	Electronic vote
	00024	Ms F J Beauchamp	Electronic vote
	00026	Mr T L & Mrs J I Burton	Electronic vote
	00027	Mr S Larson	Electronic vote
	00029	Ms E Obermeier	Electronic vote
	00030	Keule Pty Ltd ATF Geoffrald Family Trust	Electronic vote
	00033	Ms S M Ley	Proxy present (pre-voted): Whittles – E Breda
	00034	Felix Ades Investments Pty Ltd	Electronic vote
	00035	Felix Ades Investments Pty Ltd	Electronic vote
	00036	M I & J Burns	Electronic vote
	00038	Ms B H Nilsson	Electronic vote
<b>Chairperson</b>	Whittles - Eric Breda presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		
<b>Additional Attendees</b>	Eric Breda representing Whittles Management Services Pty Ltd		
<b>Quorum</b>	<p>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.</p> <p>At the inquorate meeting held on 30<sup>th</sup> September several owners attended and the discussion held has been captured in these minutes.</p> <p>The Owners who attended were Lot 12, B Hallett; Lot 3, J Miller; Lot 24, F Beauchamp; Lot 29, E Obermeier; Lot 33, S Ley and Lot 38, H Nilsson.</p>		

<b>Item 1</b>		
<b>Declaration of Interest</b>		
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.		

<b>Motion 2</b>				
<b>Acceptance of Minutes</b>	<b>Ordinary Resolution</b>			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Annual General Meeting held on 19 SEP 2023 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 17	No: 0	Abs: 3	Inv: 0

<b>Motion 3</b>				
<b>Acceptance of Statement of Accounts</b>	<b>Ordinary Resolution</b>			
It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the audited Statement of Accounts for the financial year ending 30 JUN 2024, which have been circulated to all members, was accepted.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 18	No: 0	Abs: 2	Inv: 0

<b>Motion 4</b>				
<b>Appointment of Manager</b>	<b>Ordinary Resolution</b>			
It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i> :				
<ul style="list-style-type: none"> <li>i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,</li> <li>ii. make the appointment for a Term of twelve (12) months, being from the 1 JUL 2024 to 30 JUN 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,</li> <li>iii. authorise limited powers to Whittles Management Services Pty Ltd,</li> <li>iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,</li> <li>v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and</li> <li>vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.</li> </ul>				
The Services Agreement is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 19	No: 0	Abs: 1	Inv: 0

**Election of Office Bearers and Committee**

THAT in accordance with s76(1) & 90(1) of the *Community Titles Act* 1996, the meeting appoints the following 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**

Lot 3: Ms J Miller has been elected as Presiding Officer

**Election of Secretary**

Lot 24: Ms F J Beauchamp has been elected unopposed as Secretary.

**Election of Treasurer**

Lot 24: Ms F J Beauchamp has been elected unopposed as Treasurer.

**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.

<b>Item 7</b>		
<b>Annual Compliance Register (Advice)</b>		
<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>		

<b>Item 8</b>		
<b>Insurance Valuation (Advice)</b>		
<p>A comprehensive professional valuation for insurance purposes was performed in 07/23 and recommended insurance cover of \$25,570,000.</p> <p>The Insurance Valuation is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p> <p>The members present at the inquorate meeting agreed that an insurance valuation should be conducted in July 25 (Cost estimate \$1,500).</p>		

<b>Item 9</b>		
<b>Current Insurance Details (Advice)</b>		
<p>A copy of the Body Corporate's current certificate of currency is available for viewing at <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p> <p>J Miller at the inquorate meeting had a question regarding the insurance certificate of currency - separate insured building on page 4, to be followed up.</p>		

<b>Motion 10</b>				
<b>Insurance Renewal</b>	<b>Ordinary Resolution</b>			
<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 \$25,570,000 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><b><u>Contents Insurance</u></b> 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 <a href="http://whittles.com.au">whittles.com.au</a> through your owner portal.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 18	No: 0	Abs: 2	Inv: 0

**Item 11**

**General Business**

**Lift Modernisation**

It was discussed at the inquorate meeting and suggestions were raised regarding what way the corporation should proceed with, consensus was to proceed with a lift consultant to provide options, quotes to be sought.

**Improved Access Control into Building**

Fob Access to Perimeter Doors – Quote has been approved by the Management Committee and a work order has been sent to Austronics.

**Building Security system Monitoring & Smoke Detectors Upgrade**

Austronics - they advised that the system requires replacement and has reached end of life.

The system has intermittent faults, and this will continue to increase until the system will no longer function at all.

The quote was approved by the Management Committee for the work to proceed.

**Letterbox Relocation**

Instructions are required from Management Committee.

**Interior Wall Painting**

Instructions are required from Management Committee.

**Solar Panel Cleaning & Solar Battery**

A work order has been sent to Mr Squeegee to clean Panels.

It was agreed at the inquorate meeting that a servicing check of the panels itself be conducted and Dan Porter to speak to the management committee regarding the install of a solar battery options

**Individual Water Meters**

Instructions are required from Management Committee.

**Carpark Issues**

It was confirmed that nothing can be done about the car in the carpark that has been left there for a while, as it is in that lots allocated carpark space.

Furthermore, there was a query regarding the carpark clean - Greg Powell does clean the carpark regularly. But just a basic clean.

**KWP Overlooking Apartments**

Magdalena is in touch with the Maras group and KWP to then apply some interface onto the windows to provide some privacy to residents. Magdalena is still in negotiations

**Common Area Electricity Use**

This query was regarding Hey Jupiter's current electricity usage and contributions towards these expenses, Body Corporate Manager to proceed with yearly CPI increase calculations and apply that to Hey Jupiter's electricity contributions.

**Pet Regulations**

Body Corporate Manager to forward the pet policy from holdfast shores onto the management committee for review and/or use.

**Security Cameras**

Body Corporate Manager to acquire quote for install of fake camera dome in carpark – upper entry.

**Inaccessible Main Entrance Door**

Mechanical closer on front doors, front door is hard to open (pull) – obtain quote from KONE, or possibly make it easier to open manually.

**Temperature in Corridors**

Body Corporate Manager will approach Nelson Air conditioning to discuss evening out temperature in common area corridors

**Abandoned Bike**

Greg Powell sent a photo of bike and then management committee to confirm if to be removed or not

**Motion 12**

**Administrative Fund Budget**

**Ordinary Resolution**

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

Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$41,250.00 for the financial year ending 30 JUN 2025.

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

Contributions will be raised in accordance with Lot Entitlement Values.

**Motion CARRIED.**

**Votes**

Yes: 18

No: 0

Abs: 2

Inv: 0

**Motion 13**

**Sinking Fund Budget**

**Ordinary Resolution**

It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$6,000.00 for the financial year ending 30 JUN 2025.

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

Contributions will be raised in accordance with Lot Entitlement Values.

**Motion CARRIED.**

**Votes**

Yes: 18

No: 0

Abs: 2

Inv: 0

<b>Motion 14</b>				
<b>Insufficient Funds Special Levy Authority</b>		<b>Ordinary Resolution</b>		
<p>It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer and/or 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 \$30,000.00.</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>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 15	No: 1	Abs: 4	Inv: 0

<b>Motion 15</b>				
<b>Audit of Annual Financial Statement</b>		<b>Ordinary Resolution</b>		
<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 \$760.00.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 18	No: 0	Abs: 2	Inv: 0

<b>Motion 16</b>				
<b>Interest Charged on Overdue Contributions/Levies</b>		<b>Ordinary Resolution</b>		
<p>It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date.</p> <p>The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 16	No: 0	Abs: 4	Inv: 0

<b>Motion 17</b>				
<b>Recovery of Overdue Contributions/Levies</b>	<b>Ordinary Resolution</b>			
<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.20838 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"> <li>1. Owners are issued their contribution notice approximately 3 weeks before the due date.</li> <li>2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.</li> <li>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.</li> <li>4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.</li> <li>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.</li> </ol>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 17	No: 0	Abs: 3	Inv: 0

<b>Item 18</b>		
<b>Next Meeting &amp; Closure</b>	<b>3:30 PM</b>	
The next Annual General Meeting will be held on a date and time to be advised.		

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

To access your account go to [www.whittles.com.au](http://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.20838 INC  
9 EBENEZER PLACE, ADELAIDE

Year ending June 2025

## ADMINISTRATIVE FUND

	Jul-Sept 24	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Annual Total
<b>INCOME</b>					
Contributions	41,250.00	41,250.00	41,250.00	41,250.00	\$165,000.00
Arrears	1,034.54	0.00	0.00	0.00	\$1,034.54
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>42,284.54</b>	<b>41,250.00</b>	<b>41,250.00</b>	<b>41,250.00</b>	<b>\$166,034.54</b>
<b>EXPENDITURE</b>					
Air conditioning	140.00	140.00	140.00	140.00	\$560.00
Auditor fee	760.00	0.00	0.00	0.00	\$760.00
Caretaking	8,900.00	8,900.00	8,900.00	8,900.00	\$35,600.00
Cleaning	515.00	515.00	515.00	515.00	\$2,060.00
Common property	875.00	875.00	875.00	875.00	\$3,500.00
Electrical	750.00	750.00	750.00	750.00	\$3,000.00
Fire systems	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
Garage	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Grounds	50.00	50.00	50.00	50.00	\$200.00
Gutters & downpipes	225.00	225.00	225.00	225.00	\$900.00
Insurance - Renewal	0.00	0.00	28,500.00	0.00	\$28,500.00
Insurance claims - Excess	250.00	250.00	250.00	250.00	\$1,000.00
Lift	3,050.00	3,050.00	3,050.00	3,050.00	\$12,200.00
Management - Additional services fee	456.25	456.25	456.25	456.25	\$1,825.00
Management - Agreed Services	3,042.50	3,042.50	3,042.50	3,042.50	\$12,170.00
Management - Asset Maintenance Services	218.16	218.16	218.16	218.16	\$872.64
Management - Disbursement Fees	744.00	744.00	744.00	744.00	\$2,976.00
Painting	337.50	337.50	337.50	337.50	\$1,350.00
Pest control	125.00	125.00	125.00	125.00	\$500.00
Plumbing	525.00	525.00	525.00	525.00	\$2,100.00
Public Officer Fee	150.00	0.00	0.00	0.00	\$150.00
Security	1,905.00	1,905.00	1,905.00	1,905.00	\$7,620.00
Security - Patrols	2,750.00	2,750.00	2,750.00	2,750.00	\$11,000.00
Taxation - Accountants fee	250.00	0.00	0.00	0.00	\$250.00
Taxation - BAS Return	250.00	250.00	250.00	250.00	\$1,000.00
Taxation - Payment	500.00	500.00	500.00	500.00	\$2,000.00
Technology and System Fees	192.00	192.00	192.00	192.00	\$768.00
Telephone	125.00	125.00	125.00	125.00	\$500.00
Transfer - To Sinking fund	20,000.00	0.00	0.00	0.00	\$20,000.00
Utilities - Electricity	1,875.00	1,875.00	1,875.00	1,875.00	\$7,500.00
Utilities - Water	3,000.00	3,000.00	3,000.00	3,000.00	\$12,000.00
<b>Total</b>	<b>54,210.41</b>	<b>33,050.41</b>	<b>61,550.41</b>	<b>33,050.41</b>	<b>\$181,861.64</b>

## SINKING FUND

	Jul-Sept 24	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Annual Total
<b>INCOME</b>					
Contributions	5,126.00	6,000.00	6,000.00	6,000.00	\$23,126.00
Arrears	123.63	0.00	0.00	0.00	\$123.63
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Interest	2,125.00	2,125.00	2,125.00	2,125.00	\$8,500.00
Transfer - From Administration fund	20,000.00	0.00	0.00	0.00	\$20,000.00
<b>Total</b>	<b>27,374.63</b>	<b>8,125.00</b>	<b>8,125.00</b>	<b>8,125.00</b>	<b>\$51,749.63</b>
<b>EXPENDITURE</b>					
Common property	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
Fire systems - Upgrade	10,000.00	0.00	0.00	0.00	\$10,000.00
Lift - Upgrade	2,178.00	0.00	0.00	0.00	\$2,178.00
<b>Total</b>	<b>13,428.00</b>	<b>1,250.00</b>	<b>1,250.00</b>	<b>1,250.00</b>	<b>\$17,178.00</b>

## CASH FLOW SUMMARY

	Jul-Sept 24	Oct-Dec 24	Jan-Mar 25	Apr-Jun 25	Annual Total
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	49,697.25	37,771.38	45,970.97	25,670.56	\$49,697.25
Add: Contributions	41,250.00	41,250.00	41,250.00	41,250.00	\$165,000.00
Add: Arrears	1,034.54	0.00	0.00	0.00	\$1,034.54
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	54,210.41	33,050.41	61,550.41	33,050.41	\$181,861.64
CLOSING BALANCE	37,771.38	45,970.97	25,670.56	33,870.15	\$33,870.15
<b><u>SINKING FUND</u></b>					
Opening Balance	255,105.88	269,052.51	275,927.51	282,802.51	\$255,105.88
Add: Contributions	5,126.00	6,000.00	6,000.00	6,000.00	\$23,126.00
Add: Interest	2,125.00	2,125.00	2,125.00	2,125.00	\$8,500.00
Add: Transfer - From Administration fund	20,000.00	0.00	0.00	0.00	\$20,000.00
Add: Arrears	123.63	0.00	0.00	0.00	\$123.63
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	13,428.00	1,250.00	1,250.00	1,250.00	\$17,178.00
CLOSING BALANCE	269,052.51	275,927.51	282,802.51	289,677.51	\$289,677.51

## CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement      10000  
 Number of Lots              48

Lot Number	— Effective from 15/11/24 —		— Effective from 15/11/24 —	
	LEV	ADMIN Fund	LEV	SINKING Fund
		ADMIN Fund (incl. GST)		SINKING Fund (incl. GST)
46, 48	20	82.50	20	12.00
47	30	123.75	30	18.00
44	82	338.25	82	49.20
42	92	379.50	92	55.20
41	95	391.87	95	57.00
43	100	412.50	100	60.00
45	146	602.25	146	87.60
1	211	870.37	211	126.60
11, 21	216	891.00	216	129.60
31	221	911.62	221	132.60
2, 5, 6, 7, 9, 10	231	952.87	231	138.60
3, 4, 8, 12, 15, 16, 17, 18, 20, 22, 25, 26, 27, 28, 30, 38	236	973.50	236	141.60
13, 14, 19, 23, 24, 29, 32, 35, 36, 37, 40	241	994.12	241	144.60
33, 34, 39	246	1,014.75	246	147.60
<b>QUARTERLY TOTAL</b>		<i>\$41,249.90</i>		<i>\$6,000.00</i>
		<b><u>\$45,381.00</u></b>		<b><u>\$6,600.00</u></b>

## ACCOUNT NOTES

51009 - Lift - Upgrade

4G lift gateway upgrade \$2178



*Strata and Community Title Services*

21 July 2025

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Reconvened Extraordinary General Meeting for COMMUNITY CORP.20838 INC 9 Ebenezer Place, ADELAIDE, SA, 5000.

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

Yours faithfully

Eric Breda  
Body Corporate Manager

**Minutes of the Reconvene Extraordinary General Meeting  
COMMUNITY CORP.20838 INC.**

<b>Meeting Date</b>	Tuesday, 01 July 2025		
<b>Meeting Location</b>	Whittles Management Services, Enterprise Boardroom 176 Fullarton Road - Dulwich SA 5065 OR Via Whittles Management Video / Teleconference Facilities		
<b>Time</b>	03:00 PM	Closed: 04:00 PM	
<b>Lots Represented</b>	00003	Ms J L Miller	Owner Present (Pre-Voted)
	00004	Mr V Ricigliano	Electronic vote
	00005	Mr A & Mrs N DE Roma	Electronic vote
	00006	R Darbar	Electronic vote
	00011	T J Holmes	Owner Present (Pre-Voted)
	00012	B P Hallett	Electronic vote
	00014	Salken Family Trust Pty Ltd ATF Salken Family Trust	Electronic vote
	00015	Mr Y Shi	Electronic vote
	00017	Mrs G Daalder	Electronic vote
	00018	Mr P M & Mrs L J Fenech	Electronic vote
	00020	Ms M Hadji	Owner Present (Pre-Voted)
	00022	Mr D I Oats	Electronic vote
	00024	Ms F J Beauchamp	Owner Present (Pre-Voted)
	00027	Mr S Larson	Paper vote
	00029	Ms E Obermeier	Electronic vote
	00030	Keule Pty Ltd ATF Geoffrald Family Trust	Electronic vote
	00034	Felix Ades Investments Pty Ltd	Electronic vote
	00035	Felix Ades Investments Pty Ltd	Electronic vote
	00036	M I & J Burns	Electronic vote
	00040	A J P Mibus	Electronic vote
	00044	DRF Pension Pty Ltd ATF Davis Retirement Fund	Paper vote
	00045	DRF Pension Pty Ltd ATF Davis Retirement Fund	Paper vote
	00046	Lieberman & Associates Pty Ltd	Electronic vote
	00047	Lieberman & Associates Pty Ltd	Electronic vote
<b>Chairperson</b>	Ms J Miller presided over the meeting. It was agreed that Eric Breda, Body Corporate Manager, would assist by conducting the meeting.		

<b>Additional Attendees</b>	Eric Breda & George Belekas representing Whittles Management Services Pty Ltd  David McCappin from LML Lift consultants
<b>Quorum</b>	A Quorum was made from all votes captured after the Reconvened meeting. Those owners who were in arrears were not considered towards the quorum count.

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

<b>Motion 2</b>				
<b>Acceptance of Minutes</b>	<b>Ordinary Resolution</b>			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Extraordinary General Meeting held on 6 NOV 2024 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 18	No: 0	Abs: 6	Inv: 0

<b>Motion 3</b>		
<b>Lift Modernisation Approval as Recommended by Management Committee</b>	<b>Ordinary Resolution</b>	
<p>It was RESOLVED that the Body Corporate approve the Kone Lift upgrade proposal recommended by the Management Committee and Whitfield Rose the Lift consultants engaged to assist with the Lift assessment.</p> <p>The proposed works will extend the life of the lift for 15-20 years.</p> <p>Document from Lift Consultants Whitfield Rose were attached with the notice.</p> <p><b>Offer/Pricing:</b> Tenders were received from the following two (2) contractors: (Four were invited)</p> <p><u>KONE Elevators</u> \$85,000.00 + GST. Optional: Emergency Battery Drive \$3,100.00</p> <p><u>Otis Elevators</u> \$119,950.00 + GST.</p>		

**Scope of Works:**

The scope does vary between the two offers as per the table below:

Controller

- KONE: OEM Controller Upgrade. Inc KCE Controller, KDM Drive Unit.
- OTIS: THOR control system.

Comments: Otis are using an Australian made commercial product.

Door Upgrade

- KONE are replacing the door operator only.
- OTIS are replacing the door operator and landing door assemblies.

Comments: The landing door assembly replacement is replacing the like for like except brand new.

Buttons

- KONE are offering OEM buttons.
- OTIS are offering a more expensive commercial product as per the scope.

Comments: Benefit of more expensive buttons is that they are more robust.

Key switches

- KONE offering standard key switches.
- OTIS are offering security type keys.

**Program:**

KONE: Lift Dismantling/Installation & Testing time (time without the lift) is 2 weeks.

OTIS: Lift Dismantling/Installation & Testing time (time without the lift) is 4 weeks.

**Ongoing maintenance costs:**

KONE: Ongoing Annual maintenance fee will be \$5,800.00.

OTIS: Ongoing Annual maintenance fee will be \$5,750.00.

**Payment Terms:**

Deposit

KONE - 30%

OTIS - 30%

Equipment Delivery

KONE - 60%

OTIS - 60%

PC

KONE - 10%

OTIS - 10%

**Funding:**

Monies have been accumulated in the sinking fund specifically for the Corporation to be in a position to go to the market to proceed with the Lift Modernisation.

**Summary:**

Whitfield Rose are confident in the ability of both lift contractors to complete the project.

KONE has a long history with the site and has always performed well.

KONE offer the best price for the project, although the scope isn't as extensive as the offer from Otis, choosing KONE will ensure that the lift remains a fully KONE product.

KONE time on site is 2 weeks compared to the Otis 4-week program.

<b>Recommendation:</b> WR recommends that the corporation proceed with KONE elevators.  This recommendation is based on price, product offering, time on site, site knowledge and history.  Total cost of \$85,000 + GST plus \$3,100 + GST for Emergency Battery Drive.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 21	No: 0	Abs: 3	Inv: 0

<b>Motion 4</b>				
<b>Lift Interior Cost</b>	<b>Ordinary Resolution</b>			
It was RESOLVED that the Body Corporate approve a Prime cost sum of up to \$30,000 + GST for a new lift interior.  The final cost will not be known until the interior selections are made.  The selection is to be made by the Management Committee or representatives selected by the Management Committee and approved by the Management Committee.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 15	No: 4	Abs: 5	Inv: 0

<b>Item 5</b>				
<b>Meeting Closure</b>				
Meeting closed.				

**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](http://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.***



*Strata and Community Title Services*

6 May 2025

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Extraordinary General Meeting for COMMUNITY CORP.20838 INC 9 Ebenezer Place, ADELAIDE, SA, 5000.

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

Yours faithfully  
Eric Breda  
Body Corporate Manager

**Minutes of the Extraordinary General Meeting  
COMMUNITY CORP.20838 INC**

<b>Meeting Date</b>	Wednesday, 30 April 2025		
<b>Meeting Location</b>	Whittles Management Services, Sarah Miller Boardroom, 176 Fullarton Road, Dulwich, SA, 5065		
<b>Time</b>	12:00 PM	Closed: 12:30 PM	
<b>Lots Represented</b>	00003	Ms J L Miller	Electronic vote
	00005	Mr A & Mrs N DE Roma	Electronic vote
	00006	R Darbar	Electronic vote
	00011	T J Holmes	Electronic vote
	00014	Salken Family Trust Pty Ltd ATF Salken Family Trust	Electronic vote
	00015	Mr Y Shi	Electronic vote
	00017	Mrs G Daalder	Electronic vote
	00018	Mr P M & Mrs L J Fenech	Electronic vote
	00022	Mr D I Oats	Owner present (pre-voted)
	00023	Mr J H & Mrs K J Falzon	Electronic vote
	00026	Mr T L & Mrs J I Burton	Electronic vote
	00027	Mr S Larson	Paper vote
	00029	Ms E Obermeier	Paper vote
	00030	Keule Pty Ltd ATF Geoffrald Family Trust	Electronic vote
	00033	Ms S M Ley	Paper vote
	00034	Felix Ades Investments Pty Ltd	Electronic vote
	00035	Felix Ades Investments Pty Ltd	Electronic vote
	00036	M I & J Burns	Electronic vote
	00038	Ms B H Nilsson	Electronic vote
	00040	A J P Mibus	Electronic vote
	00044	DRF Pension Pty Ltd ATF Davis Retirement Fund	Paper vote
	00045	DRF Pension Pty Ltd ATF Davis Retirement Fund	Paper vote
	00046	Liberman & Associates Pty Ltd	Electronic vote
	00047	Liberman & Associates Pty Ltd	Electronic vote
<b>Chairperson</b>	The Presiding Officer was not present at the meeting. Eric Breda, Body Corporate Manager, conducted the meeting.		
<b>Additional Attendees</b>	Eric Breda representing Whittles Management Services Pty Ltd		

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

<b>Motion 2</b>				
<b>Acceptance of Minutes</b>	<b>Ordinary Resolution</b>			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Extraordinary General Meeting held on 6 NOV 2024 and sent to owners was accepted as a true and correct record of the proceedings of that meeting.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 19	No: 0	Abs: 4	Inv: 1

<b>Motion 3</b>				
<b>Approval to replace existing Air Conditioner at Lot 22</b>		<b>Special Resolution</b>		
<p>It was resolved that the Body Corporate authorises the Owner of Lot 22 to replace the original existing air conditioning system with a ducted system. Subject to the following conditions,</p> <p>The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost;            The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;            The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;            The Owner must maintain the improvement made under this authority in good condition;</p> <p>All costs associated with the installation/removal and maintenance of the air conditioner will be borne by the Owner of that Lot and/or their successors.</p> <p><b>Other Important Information:</b></p> <p>1) The largest proposed replacement for the outside heat pump (bedroom balcony) is a Hitachi unit that has a maximum sound power level of 53dBA for cooling, and 54dBA for heating, considerably lower than the original (2001) Daikin Heat Pump RY50GV1A that had an outside sound power level of 63dBA it is to replace.</p> <p>2) The insertion of new ducting will require some cutting of ceiling panels.</p> <p>3) The air flow unit will be fixed in place in the ceiling cavity. Because maintenance of the unit requires easy access, a permanent manhole flap will be put in the ceiling panel, approximately between the bathroom door and the small bedroom's door.</p> <p>4) Once the A/C is installed, finishing work including patching of ceiling panels and painting will be done.</p> <p>All work to be carried out by qualified electrical, A/C, and Trades contractors.</p> <p>The work is expected to take approximately 5 work days.</p> <p>See attached Hitachi spec sheet</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 22	No: 0	Abs: 1	Inv: 1

<b>Item 4</b>		
<b>Meeting Closure</b>		
Next meeting 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](http://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.***



*Strata and Community Title Services*

8 November 2024

Dear Corporation Member,

Please find enclosed a copy of the Minutes of the recent Extraordinary General Meeting for COMMUNITY CORP.20838 INC 9 Ebenezer Place, ADELAIDE, SA, 5000.

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

Yours faithfully  
Eric Breda  
Body Corporate Manager

**Minutes of the Extraordinary General Meeting  
COMMUNITY CORP.20838 INC**

<b>Meeting Date</b>	Wednesday, 06 November 2024		
<b>Meeting Location</b>	Whittles Management Services, 176 Fullarton Road, Dulwich, SA, 5065		
<b>Time</b>	01:00 PM	Closed: 01:30 PM	
<b>Lots Represented</b>	00005	Mr A & Mrs N DE Roma	Electronic vote
	00011	Mr S R Ashby	Electronic vote
	00015	Mr Y Shi	Electronic vote
	00022	Mr D I Oats	Electronic vote
	00024	Ms F J Beauchamp	Electronic vote
	00026	Mr T L & Mrs J I Burton	Electronic vote
	00029	Ms E Obermeier	Electronic vote
	00030	Keule Pty Ltd ATF Geoffrald Family Trust	Electronic vote
<b>Chairperson</b>	E Breda presided over the meeting in the absence of the Presiding Officer.		
<b>Additional Attendees</b>	Eric Breda representing Whittles Management Services Pty Ltd		
<b>Quorum</b>	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.		

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

<b>Motion 2</b>				
<b>Acceptance of Minutes</b>	<b>Ordinary Resolution</b>			
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Annual General Meeting held on 10 OCT 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting.				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 4	No: 0	Abs: 4	Inv: 0

<b>Motion 3</b>				
<b>Approval to install Hybrid Plank Flooring at Unit 22</b>		<b>Special Resolution</b>		
<p>It was resolved that the Body Corporate authorises the Owner of Unit 22 to install Hybrid Plank Flooring in replacement of all carpeted areas at that Unit, in accordance with the written application attached, subject to the following conditions,</p> <p>The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost;            The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;            The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;            The Owner must maintain the improvement made under this authority in good condition;</p> <p>All costs associated with the installation/removal and maintenance of the flooring will be borne by the Owner of that Unit and/or their successors.</p>				
<b>Motion CARRIED.</b>				
<b>Votes</b>	Yes: 7	No: 0	Abs: 1	Inv: 0

<b>Item 4</b>		
<b>Meeting Closure</b>	<b>1.30 PM</b>	

**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](http://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.***

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
13/09/07	No Resolutions Recorded
27/10/09	No Resolutions Recorded
13/09/10	No Resolutions Recorded
23/08/11	No Resolutions Recorded
02/10/12	No Resolutions Recorded
11/09/13	No Resolutions Recorded
12/12/13	<p><u>Approval for the Corporation Install Solar System - APPROVED</u> Approval given that the Corporation install a 20kW Solar System Power for the shared areas of the building <b>MOTION CARRIED - 11 YES/ 1-NO / 4-ABSTAIN</b></p>
24/07/14	<p><u>Approval to Put Up a Living Wall -Lot 43 Owners</u> Lot 43 Owners (11 Ebenezer Place) Requests Approval to Put Up a Living Wall as per the attached.</p> <p>The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost.</p> <p>The Owners will be responsible for repairing any damage to the common property as a consequence of the installation.</p> <p>The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required.</p> <p>The Owner must maintain the improvement made under this authority in good condition.</p>

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.

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Date of Meeting	Details of Resolution
03/10/14	<p data-bbox="341 501 1246 530"><u>(Special Resolution) Lot 24 Seeking Approval for Some Renovations</u></p> <p data-bbox="341 546 1348 730">Lot 24 Seeking Approval to carry out some renovations to the apartment - Remove flooring (except bathroom) and replace with vinyl flooring (has superior sound deadening qualities compared to other tiles or laminate flooring) Large rugs will be placed in all rooms including entrance, hallway and dressing room.</p> <p data-bbox="341 736 1348 808"><b><i>Subject to the installation including the additional "Sound Deadening" Underlays.</i></b></p> <p data-bbox="341 815 1348 887">All work will be undertaken in such a way so as to cause minimum disturbance to other tenants and all rubbish will be disposed of off site.</p> <p data-bbox="341 902 1348 936"><b>MOTION CARRIED 13-YES /0-NO /4-ABSTAIN</b></p>
14/10/14	No Resolutions Recorded
01/10/15	No Resolutions Recorded
05/07/16 EGM	<p data-bbox="341 1173 1326 1245"><u>Appointment of Office Bearers - Secretary &amp; Treasurer as per nominations received (Ordinary Resolution)</u></p> <p data-bbox="341 1261 1348 1332">The Body Corporate has agreed to appoint the following owners to the Office Bearer positions of Secretary and Treasurer as per their nominations:</p> <p data-bbox="341 1373 743 1444">Michael Stradwick - Treasurer Kent Davis - Secretary</p> <p data-bbox="341 1485 1348 1592">Michael and Kent's appointment will be for a period ending at the 2016 AGM at which time election of Office Bearers for the Corporation's next year will be discussed.</p> <p data-bbox="341 1608 719 1671"><b>MOTION CARRIED YES-16/NO-0/ABSTAIN-2</b></p>

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.

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Date of Meeting	Details of Resolution
05/10/16	<u>Lot 25 requesting permission to renovate bathroom (Special Resolution)</u> Lot 25 Seeking Approval to carry out some renovations to the bathroom <b>MOTION CARRIED</b> <b>YES -24 / NO - 1 / ABSTAIN- 2</b>
	<u>Tenant Lot 44 requesting permission to alter/expand (Special Resolution)</u> Tenant of Lot 44 seeking approval to carry out alterations and expansion. <b>MOTION CARRIED</b> <b>YES -23 / NO - 2 / ABSTAIN- 2</b>
16/06/17 EGM	<u>Approval to carry out renovations within apartment 8 (Special Resolution)</u> That the Body Corporate authorises the Owner of Lot 8 to carry out renovations within apartment 8. Approval is in accordance with the written application attached, subject to the following conditions, and the conditions of By Law 14. The renovation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost; The Owners will be responsible for repairing any damage to the common property as a consequence of the renovation; The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required.
04/09/17 REC	No Resolutions Recorded

02/09/19 AGM

The owner of Lot 45 seeking approval to alter facade as Hey Jupiter Cafe expanding (Special Resolution)

That the owner of Lot 45 receive approval by the Body Corporate for their tenant, Hey Jupiter, to:

1. Extend their existing facade (which currently is in place at 11 and 13 Ebenezer Place) to include 15 Ebenezer Place (previously occupied by City Realty)
2. To erect another awning in front of 15 Ebenezer Place (materially similar to the ones they have in front of their existing store)
3. To install a single door facing on to Ebenezer Place (eastern end)

Subject to the following conditions:

1. The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners/Tenants cost;
2. The Owners/Tenants will be responsible for repairing any damage to the common property as a consequence of the installation;
3. All costs associated with the installation/removal and maintenance of the installations will be borne by the Owner of that Lot and/or their successors.

The owner of Lot 45 adds "As our existing Lot owners would be aware, the "Hey Jupiter" cafe has been a very welcome and respected addition to our building over the last few years and it is of little doubt that they have added both real and cosmetic value to our Ebenezer building and the surrounding streetscape."

**MOTION CARRIED - YES (23) / NO (0) / ABSTAIN (2)**

**NOTE:** The owner of Lot 23 expressed the need to find a permanent solution to the rubbish situation. A suggestion is that they use their caged area for the rubbish so it is out of sight and frees up the area for the push bikes it was meant for. The expansion of the shop is the ideal time to address this matter.

"One can only assume that the expansion will generate more rubbish due to the extra business generated, so unfortunately we cannot approve, although we would like to, until this matter is addressed... "

29/10/18

No Resolutions Recorded

Apartment 38 Installation of canvas awning on balcony(Special Resolution)

That the Body Corporate authorises the owners of Apartment 38 (Lot 38) to install a canvas awning extending from the south side of their wrap-around balcony to its northern edge. The awning will provide cover from the western balcony and the large western windows of the main bedroom.

The information below from the owners outline the rationale for seeking modifications to their Apartment:

*Two aspects impact heavily on our 4th floor SW-corner apartment situations, both of which have to do with our bedroom facing west. The westerly aspect means:*

- *The sun adds major discomfort to both of the west-facing bedrooms*
- *Fluorescent lighting from all floors of the car park on Union St is on all hours of the day, 24/7 also blocking out the light means that air circulation is then not possible.*

The awning:

- Will stretch vertically from the roof edge to then be tied to the railing
- Colour is negotiable - perhaps a neutral grey

That the owners of Lot 38 are to be permitted to install an awning on their balcony as described above subject to the following conditions:

All costs associated with the installation and maintenance will be borne by the owners of Lot 38.

Approval is subject to the owners of Lot 38, holding all statutory approvals required.

The owners of Lot 38, indemnify Community Corporation No. 20838 Inc for any claims what so ever that may result from the installation of the awning.

The installation is to be carried out in a proper and workmanlike manner at the Owner's cost;

The Owners of Lot 38 will be responsible for repairing any damage to the common property as a consequence of the installation.

*Managers Note: Owners of Lots (14,28,23,29,44,45) who attended the first non-quate meeting discussed that the Management Committee prepare a protocol for the submission which requires materials to be installed on the exterior of the building: This protocol will address the structural integrity and the aesthetics of the item being installed.*

**YES - 10 / NO - 14 / ABSTAIN - 0  
MOTION LOST**

**Motion 17. Apartment 38 - Installation of a new double glazed window (Special Resolution)**

That the Body Corporate authorises the owners of Apartment 38 (Lot 38) to install a new double-glazed window for the second bedroom that open inwards.

*In the below submission, the owners state the outcome and impact of the new double glazed window:*

- *Heat transfer is reduced markedly - reducing heating and cooling requirements.*

- *Sound transfer is minimised.*
- *Window cleaning is now very easy since the windows can be opened inwards. The current windows are nigh on impossible to clean. Advice from widow installer states that it is not possible to install an awning over these smaller windows because of the lack of accession the west side of the building.*

The impact of the new double glazed window is:

- The window will be placed in the same "opening" as the current window - in other words nothing will be changed to the brick wall.
- The "look" of the window will be similar to the current window.
- The colour of the new frames will match the current frames.
- The frames of the windows will be slightly wider, which is required so as to carry the weight of the extra glazing.

That the owners of Lot 38 are be permitted to install a new double-glazed window as described above subject to the following conditions:

All costs associated with the installation and maintenance will be borne by the owners of Lot 38.

Approval is subject to the owners of Lot 38, holding all statutory approvals required.

The owners of Lot 38, indemnify Community Corporation No. 20838 Inc for any claims what so ever that may result from the installation of the new double-glazed window;

The installation is to be carried out in a proper and workmanlike manner at the Owner's cost;

The Owners of Lot 38 will be responsible for repairing any damage to the common property as a consequence of the installation;

**YES - 20 / NO - 0 / ABSTAIN - 1  
MOTION CARRIED**

**3. Community Corporation 20838 Inc. Approve installation of new overhead suspended lighting along Ebenezer Place and Vardon Avenue to be attached to the exterior of the building. (Ordinary Resolution)**

31/01/20 EGM

The Body Corporate approves installation of new overhead suspended lighting along Ebenezer Place and Vardon Avenue and authorises the Presiding Officer to sign the attached Licence agreement for the lighting infrastructure to be attached to the exterior of the Building.

Please review all attachments - Licence agreement for the lighting infrastructure on Buildings, East End Creative Lighting - Ebenezer Place & Vardon Avenue, Photo Elevations and locations, East End Concept.

**YES - 13 / NO - 4 / ABSTAIN  
MOTION CARRIED**

14/09/20 REC

No Resolutions Recorded

29.06.2021  
(EGM REC)

**Lot 32 - Retrospective Renovations Approvals - Flooring /  
Kitchen/Bathroom & Upgrade Air Conditioner to Ducted (Ordinary  
Resolution)**

That, the Corporation retrospectively authorises the owners of Lot 32 the retrospective internal renovations as listed below and subject to the following conditions:

1. Upgraded flooring including Damtec 3mm Acoustic Underlay applied for sound proofing;
2. Upgraded tiling and bench-tops to kitchen and bathroom;
3. Upgraded cabinetry throughout and
4. Upgraded Air Conditioner to ducted.

All installations were carried out by a qualified tradespersons in a proper and workmanlike manner at the Owners cost;

The Owners were responsible for repairing any damage to the common property as a consequence of the installation;

The Owners obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owners must maintain the improvement made under this authority in good condition and

All costs associated with the installation/removal and maintenance will be borne by the Owners of that Lot and/or their successors.

**15 -YES 0 - NO 1 - ABSTAIN  
MOTION CARRIED**

04.01.2022

**Lot 22 - Kitchen Rip-Out and Kitchen Installation (Special Resolution)**

That, the Body Corporate authorises the Owner of Lot 22 to conduct the following works included in the written application attached, subject to the following conditions;

- Removal of original kitchen cabinetry, oven, cooktop, rangehood, and dishwasher, and splash-back wall tiles;
- New kitchen layout with centered ceramic electric 4 zone cooktop, oven, rangehood, and new splashback tiles. Kitchen island with new dishwasher and microwave housing, and extra power point x 2;
- The Lot owner has engaged Wallspan Kitchens (121 Railway Terrace, Mile End South, SA 5031) to manage the entire project.

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the old and new kitchen will be borne by the Owner of that Lot and/or their successors.

**MOTION CARRIED  
YES 20 / NO 0 / ABSTAIN 3**

04.01.2022

**Lot 22 - - Installation of Hybrid Plank for Kitchen and Boiler Room Floors (Special Resolution)**

That, the Body Corporate authorises the Owner of Lot 22 to conduct the following works included in the written application attached, subject to the following conditions;

- Lay down premium Hybrid Plank 6.5mm flooring over-layed over the original floor tiles in situ in the kitchen. The boiler room (HWS) is painted concrete sub-floor, so that will have planks laid directly on it.

The hybrid planks have their own acoustic underlay.

- I have engaged Solomon's Flooring Kensington (304 The Parade, Kensington, SA 5068) to undertake the re-flooring project.

The Karndean Korlok Product has been subjected to acoustic tests at CSIRO labs or an equivalent private acoustic test lab, and meet or exceed the BCA requirements.

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the old and new kitchen will be borne by the Owner of that Lot and/or their successors.

**YES 21 /NO 0 /ABSTAIN 2**

**MOTION CARRIED**

15.06.2022 (REC  
EGM)

Motion 1 - Lot 12 - Approval to Install New Kitchen at Apartment 12 (Special Resolution)

The Body Corporate authorised the Owner of Lot 12 to install a new kitchen at that their Unit, accordance with the written application attached, and subject to the following conditions,

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the kitchen will be borne by the Owner of that Lot and/or their successors.

**16 -YES / 0 - NO / 2 - ABSTAIN**

**MOTION CARRIED**

Motion 2 - Lot 12 - Approval of the Installation Of Premium Engineered Hardwood Flooring Throughout the Apartment (Special Resolution)

The Body Corporate authorised the Owner of Lot 12 of the installation of premium engineered hardwood flooring throughout their Apartment, in accordance with the written application attached, and subject to the following conditions

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the hardwood floors will be borne by the Owner of that Lot and/or their successors.

**15 -YES / 0 - NO / 3 - ABSTAIN**

**MOTION CARRIED**

06/10/2022  
(AGM)

No Resolutions Recorded

19/09/23

**Lot 3 - Bathroom Renovation - Special Resolution**

That the Body Corporate authorises bathroom renovation by the owners of Apartment 3, based on the following specifications and conditions:

1. Removal of original bathroom fittings and flooring
2. New shower in same location as current bath
3. New toilet in same location as current toilet
4. New bathroom cabinet and sink in same location as current cabinet and sink
5. Removal of current floor and wall tiles
6. Preparation of surfaces for new tiles
7. Installation of new tiles on bathroom floor and walls Tiles and fittings from Ceramic World.

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the renovation will be borne by the Owner of that Unit and/or their successors.

**20 -YES / 0 - NO / 0 - ABSTAIN**

**MOTION CARRIED**

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### **Lot 6 - bathroom renovation - Special Resolution**

That the Body Corporate authorises bathroom renovation by the owners of Apartment 6, based on the following specifications and conditions:

1. Removal of original bathroom fittings and flooring
2. New shower in same location as current bath
3. New toilet in same location as current toilet
4. New bathroom cabinet and sink in same location as current cabinet and sink
5. Removal of current floor and wall tiles
6. Preparation of surfaces for new tiles
7. Installation of new tiles on bathroom floor and walls

The installation is to be carried out by a qualified tradesman in a proper and workmanlike manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the renovation will be borne by the Owner of that Unit and/or their successors.

**20 -YES / 0 - NO / 0 - ABSTAIN  
MOTION CARRIED**

10/10/2024 AGM No Resolutions Recorded

06/11/24 EGM Approval to install Hybrid Plank Flooring at Unit 22

It was resolved that the Body Corporate authorises the Owner of Unit 22 to install Hybrid Plank Flooring in replacement of all carpeted areas at that Unit, in accordance with the written application attached, subject to the following conditions,

The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost;

The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;

The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;

The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the flooring will be borne by the Owner of that Unit and/or their successors.

30/04/25 EGM **Approval to replace existing Air Conditioner at Lot 22**

It was resolved that the Body Corporate authorises the Owner of Lot 22 to replace the original existing air conditioning system with a ducted system. Subject to the following conditions,

The installation is to be carried out by a qualified tradesperson in a proper and work like manner at the Owners cost;  
The Owners will be responsible for repairing any damage to the common property as a consequence of the installation;  
The Owner must obtain the consent of the Local Authority or any other Authority having jurisdiction in respect of the matter, if required;  
The Owner must maintain the improvement made under this authority in good condition;

All costs associated with the installation/removal and maintenance of the air conditioner will be borne by the Owner of that Lot and/or their successors.

**Other Important Information:**

- 1) The largest proposed replacement for the outside heat pump (bedroom balcony) is a Hitachi unit that has a maximum sound power level of 53dBA for cooling, and 54dBA for heating, considerably lower than the original (2001) Daikin Heat Pump RY50GV1A that had an outside sound power level of 63dBA it is to replace.
- 2) The insertion of new ducting will require some cutting of ceiling panels.
- 3) The air flow unit will be fixed in place in the ceiling cavity. Because maintenance of the unit requires easy access, a permanent manhole flap will be put in the ceiling panel, approximately between the bathroom door and the small bedroom's door.
- 4) Once the A/C is installed, finishing work including patching of ceiling panels and painting will be done.

All work to be carried out by qualified electrical, A/C, and Trades contractors.

The work is expected to take approximately 5 work days.

See attached Hitachi spec sheet

23/09/25

No Resolutions Recorded

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

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

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Date of Meeting	Details
25/08/05	<u>Prescribed Works</u> The Manager advised that should any owner wish to apply to the Corporation, other than at the Annual General Meeting, for an approval of any kind, which was for their exclusive benefit, the prescribed meeting fee will apply to conduct an Extraordinary General Meeting.  It was agreed that this fee be charged to the applicant.
30/08/06	No Resolutions Recorded
13/09/07	No Resolutions Recorded

DEPOSITED	6/4/2009	REGISTRAR-GENERAL
CLOSURE	PLAN EXAMINED	PLAN APPROVED
CHECKED	STLM	5/14/10

TITLE REFERENCE  
CP 5843/336/337

ALLOTMENT 113 in DP 55792  
of PART TOWN ACRES 91, 92, 95  
and 96 CITY OF ADELAIDE

IRRIGATION AREA  
HUNDRED  
ADELAIDE  
AREA  
CITY OF ADELAIDE

MAP REF 6628/427/h and j

08/ LAST PLAN REF DP 55792

DEV NO 020/CO33/00

SCALE 1:20.32

TOTAL AREA 1468m<sup>2</sup>

METRES

15

12

9

6

3

0

THE WITHIN LAND IS TOGETHER WITH AN EASEMENT WITH LIMITATIONS FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE OVER THE LAND MARKED BA VIDE RTC 8214630

THE WITHIN LAND IS TOGETHER WITH AN EASEMENT WITH LIMITATIONS FOR THE TRANSMISSION OF TELEVISION SIGNALS BY UNDERGROUND CABLE OVER THE LAND MARKED BA VIDE RTC 8214630

THE WITHIN LAND IS TOGETHER WITH A FREE AND UNRESTRICTED RIGHT OF WAY WITH LIMITATIONS OVER THE LAND MARKED B: VIDE RTC 8214630

PORTION OF THE COMMON PROPERTY MARKED AY IS SUBJECT TO AN EASEMENT WITH LIMITATIONS VIDE RTC 8119389

PORTION OF THE COMMON PROPERTY MARKED DK (T/F) IS SUBJECT TO A SERVICE EASEMENT FOR ELECTRICITY SUPPLY PURPOSES VIDE SED 49050 (DK(T/F))

PORTION OF THE COMMON PROPERTY MARKED DK IS SUBJECT TO A RIGHT OF WAY ON FOOT ONLY VIDE RTC 9012706

PORTION OF THE COMMON PROPERTY MARKED DM IS SUBJECT TO AN EASEMENT WITH LIMITATIONS VIDE RTC 9012706

PORTION OF THE COMMON PROPERTY MARKED DN IS TO BE SUBJECT TO AN EASEMENT FOR DRAINAGE SUPPLY PURPOSES APPURTENANT TO PIECE 114 IN DP 55792 AS SET FORTH IN THE ACCOMPANYING APPLICATION

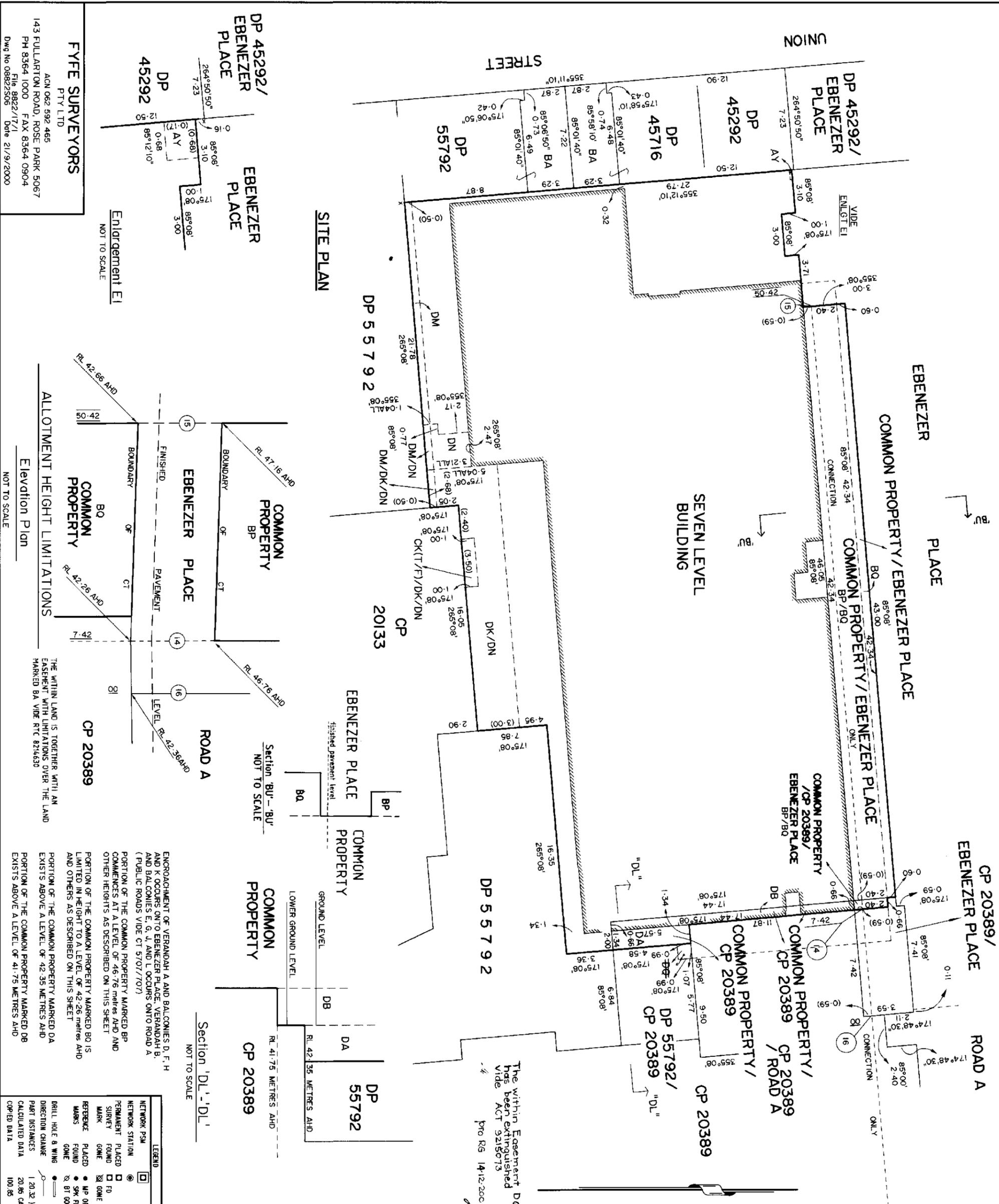
PORTION OF THE COMMON PROPERTY MARKED DP IS TO BE SUBJECT TO AN EASEMENT FOR DRAINAGE PURPOSES APPURTENANT TO PIECE 114 IN DP 55792 AS SET FORTH IN THE ACCOMPANYING APPLICATION

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR 85°08' (15) - (16) DISTANCE DERIVED FROM DP 55792 ADOPTED

CERTIFICATE OF LICENSED SURVEYOR  
**ROSS ALEXANDER KENNEDY**  
I, ROSS ALEXANDER KENNEDY, certify that this licensed surveyor under the Survey Act 1982, certifies that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation

Dated the 8 day of February 2009  
Licensed Surveyor *Ross Kennedy*



FYFE SURVEYORS  
PTY LTD  
ACN 062 592 465  
143 FULLARTON ROAD, ROSE PARK 5067  
PH 8364 1000 FAX 8364 0904  
File 9822/171 Date 21/9/2000

DP 45292/  
EBENEZER  
PLACE

DP 45716

DP 55792

CP 20389

CP 20389

CP 20389

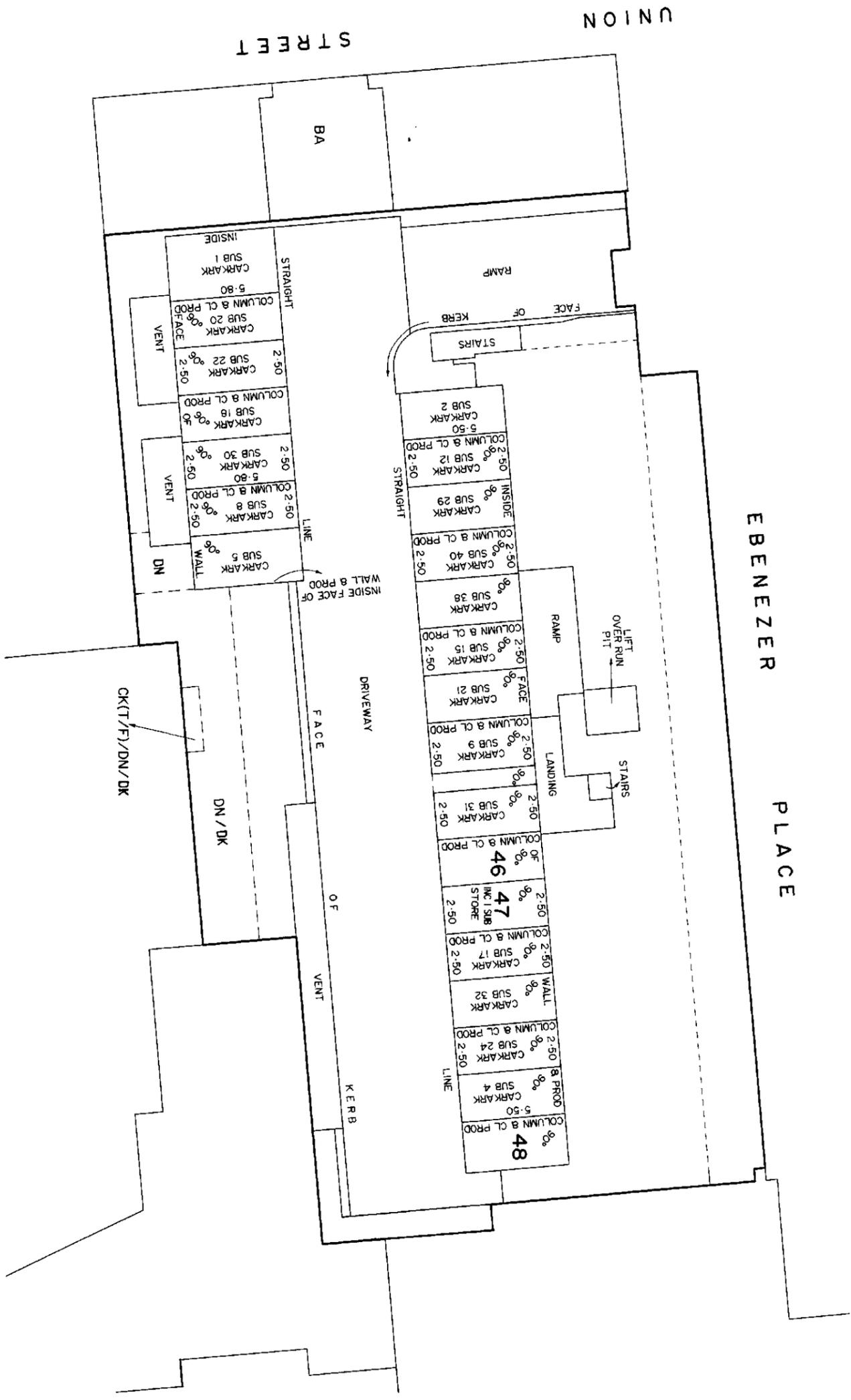
CP 20389

CP 20389

CP 20389

ANNOTATIONS

THE UPPER LIMIT OF LOTS 46, 47, 48 AND THE LOT SUBSIDIARIES SHOWN AS CARPARK IS 0.10 METRES BELOW THE OVERHANGING STRUCTURE



**LOWER GROUND FLOOR PLAN**

**FYFE SURVEYORS**

PTV LTD  
ACN 062 592 465  
143 FULLARTON ROAD, ROSE PARK 5067  
PH 8364 1000 FAX 8364 0904  
DWG No 08822506 DATE 28/8/2000

COMMUNITY PLAN NUMBER  
**CP 20838**

PLAN TYPE **PRIMARY STRATA PLAN**

THIS IS SHEET 3 OF 12 SHEETS

Licensed Surveyor *Paul Kennedy* Date **8/2/01**

PLAN APPROVED DEPOSITED **6/4/2001**

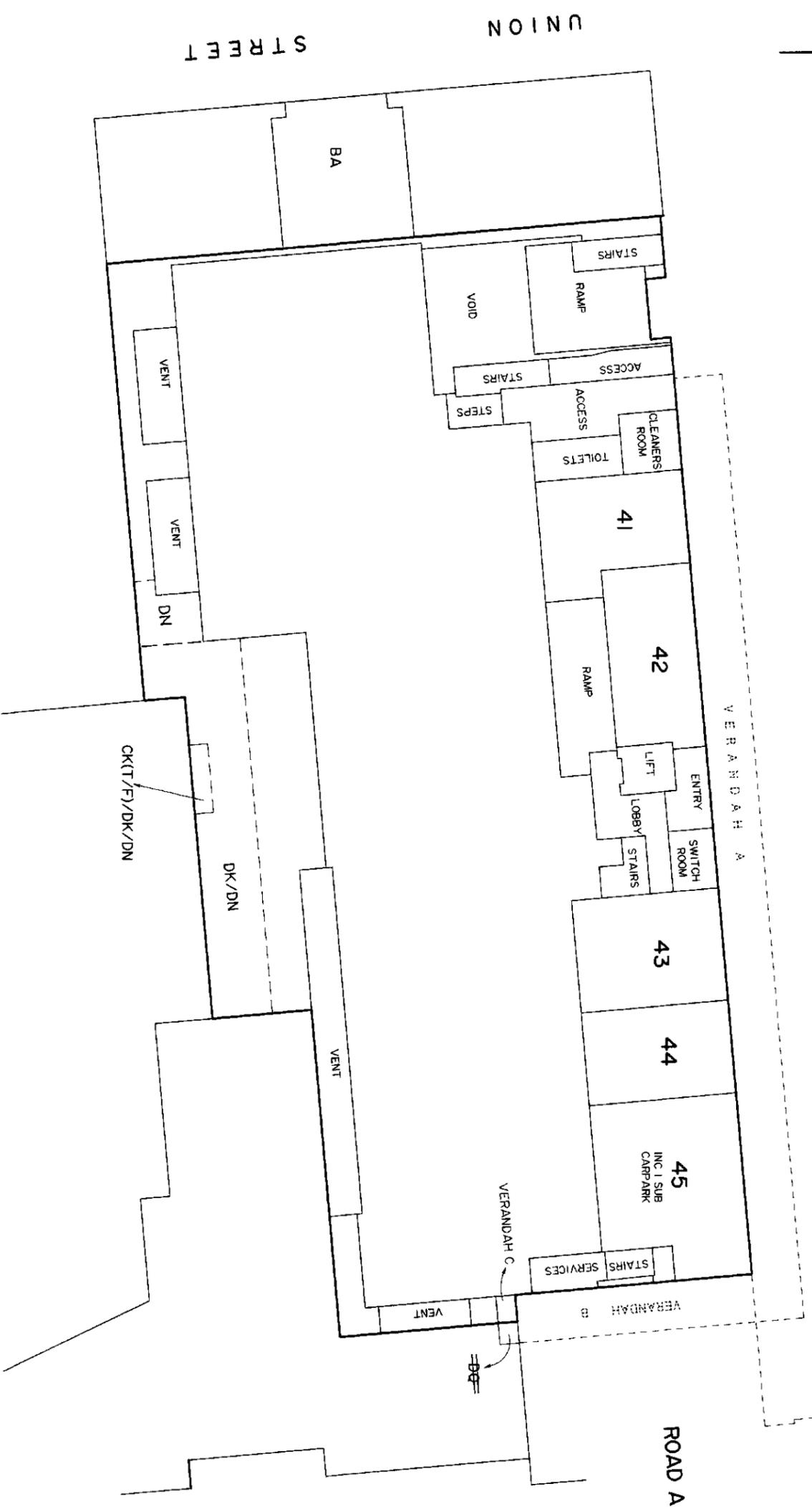
PRO REGISTRAR GENERAL

SCALE 5/4/01 METRES 0 3 6 9 12 15

ANNOTATIONS



**EBENEZER PLACE**



UNION STREET

ROAD A

**GROUND FLOOR PLAN**

**FYFE SURVEYORS**

ACN 062 592 465  
143 FULLARTON ROAD, ROSE PARK 5067  
PH 8364 1000 FAX 8364 0904  
Dwg No 08822506 DATE 28/8/2000

COMMUNITY PLAN NUMBER  
**CP 20838**

PLAN TYPE **PRIMARY STRATA PLAN**

THIS IS SHEET 4 OF 12 SHEETS

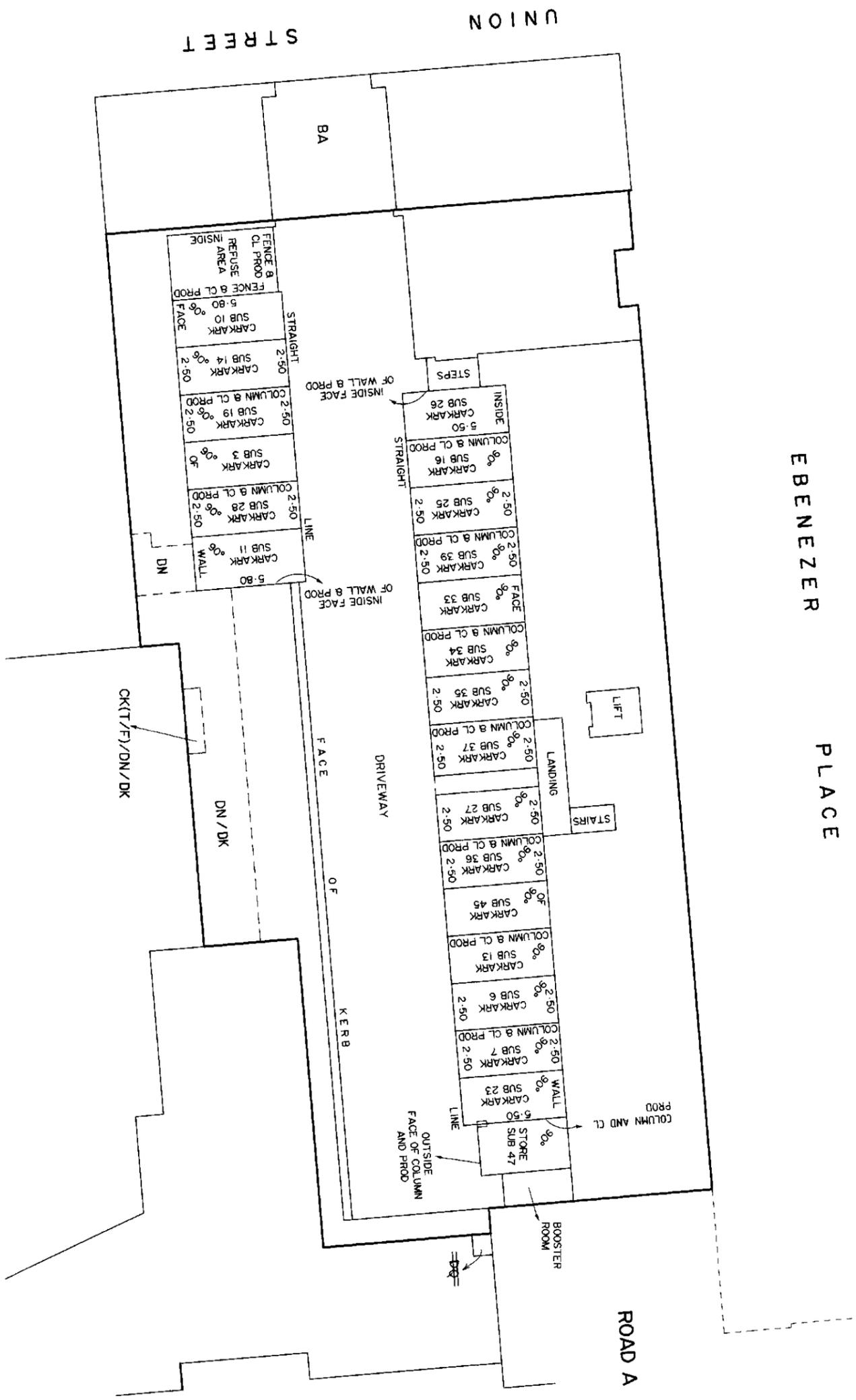
Licensed Surveyor / *Robert Kennedy* Date **8/2/07**

PLAN APPROVED DEPOSITED **6/14/2007**

SCALE 0 3 6 9 12 15 METRES

ANNOTATIONS

THE UPPER LIMIT OF THE LOT SUBSIDIARIES SHOWN AS CARPARK IS 0.40 METRES BELOW THE OVERHANGING STRUCTURE



**UPPER GROUND FLOOR PLAN**

**FYFE SURVEYORS**

PTV LTD  
 AON 062 592 465  
 143 FULLARTON ROAD, ROSE PARK 5067  
 PH 8364 1000 FAX 8364 0904  
 Dwg No 08922506 DATE 28/8/2000

COMMUNITY PLAN NUMBER  
**CP 20838**

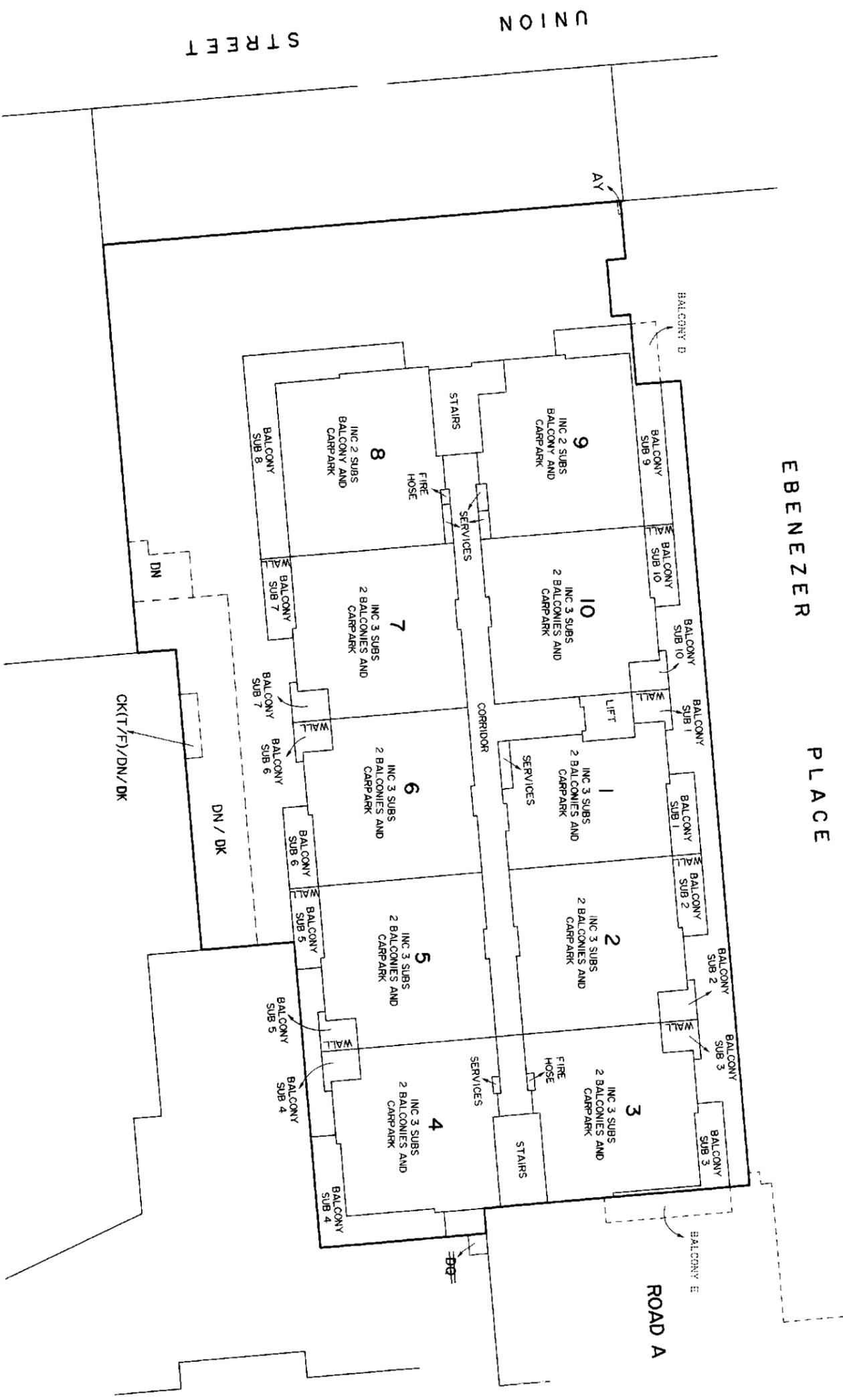
PLAN TYPE PRIMARY STRATA PLAN

THIS IS SHEET 5 OF 12 SHEETS

Licensed Surveyor *Kevin Kennedy* Date 8/2/01  
 PLAN APPROVED DEPOSITED 6/4/2001  
 PRO REGISTRAR GENERAL

SCALE 5:1401  
 METRES 0 3 6 9 12 15

BALCONIES ARE COVERED



FIRST FLOOR PLAN

**FYFE SURVEYORS**  
 PTY LTD

ACN 062 592 465  
 143 FULLARTON ROAD, ROSE PARK 5067  
 PH 8364 1000 FAX 8364 0904  
 Dwg No 08822506 DATE 28/8/2000

COMMUNITY PLAN NUMBER  
**CP 20838**

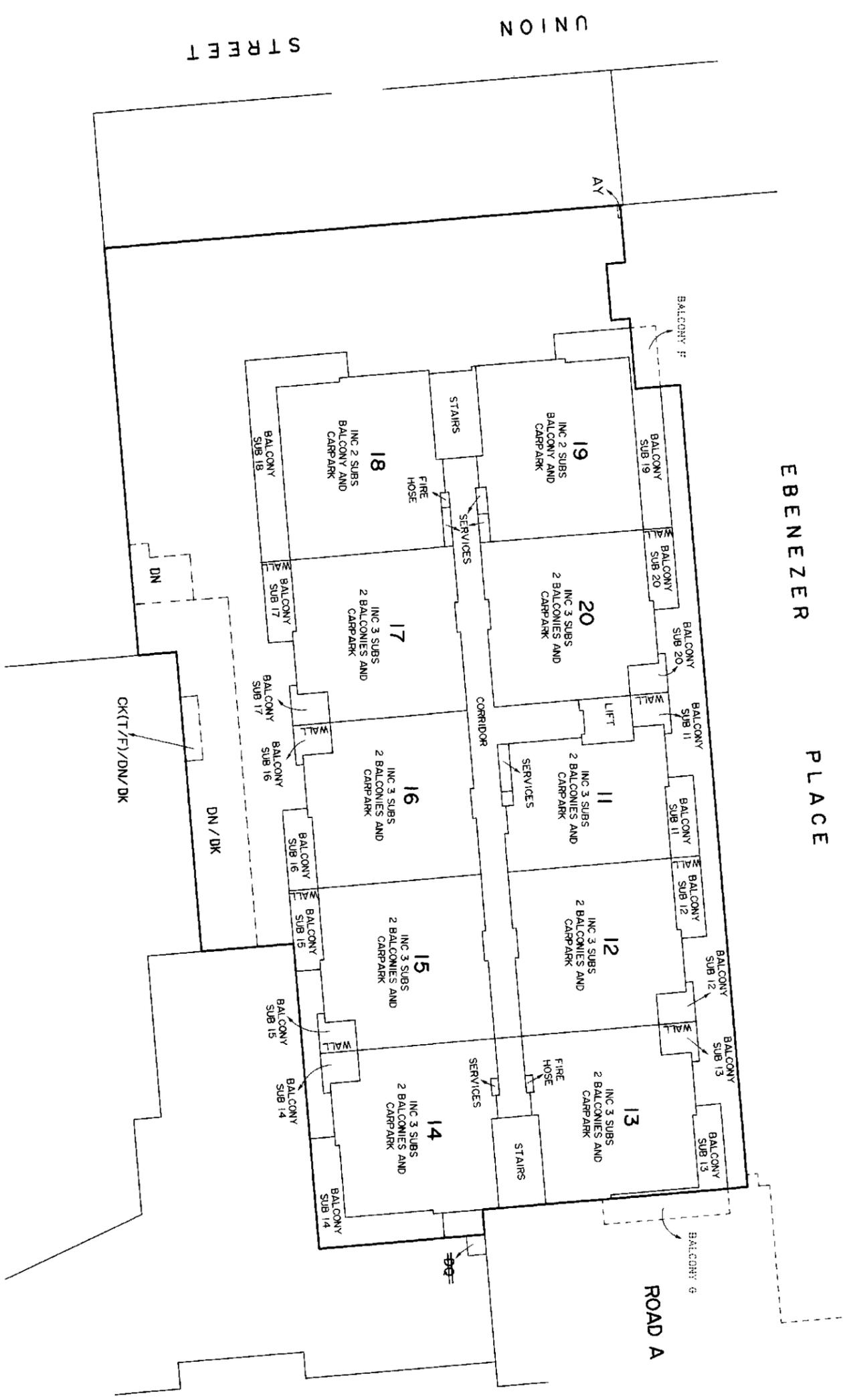
PLAN TYPE PRIMARY STRATA PLAN

THIS IS SHEET 6 OF 12 SHEETS

Licensed Surveyor *Russ Kennedy* Date 8/2/07  
 PLAN APPROVED DEPOSITED 6/17/2007  
 PRO REGISTRAR-GENERAL

SCALE 1:400  
 METRES

BALCONIES ARE COVERED



**SECOND FLOOR PLAN**

**FYFE SURVEYORS**

PTV LTD  
 ACN 062 592 465  
 143 FULLARTON ROAD, ROSE PARK 5067  
 PH 8364 1000 FAX 8364 0904  
 DWG No 08822506 DATE 28/8/2000

COMMUNITY PLAN NUMBER  
**CP 20838**

PLAN TYPE PRIMARY STRATA PLAN

THIS IS SHEET 7 OF 12 SHEETS

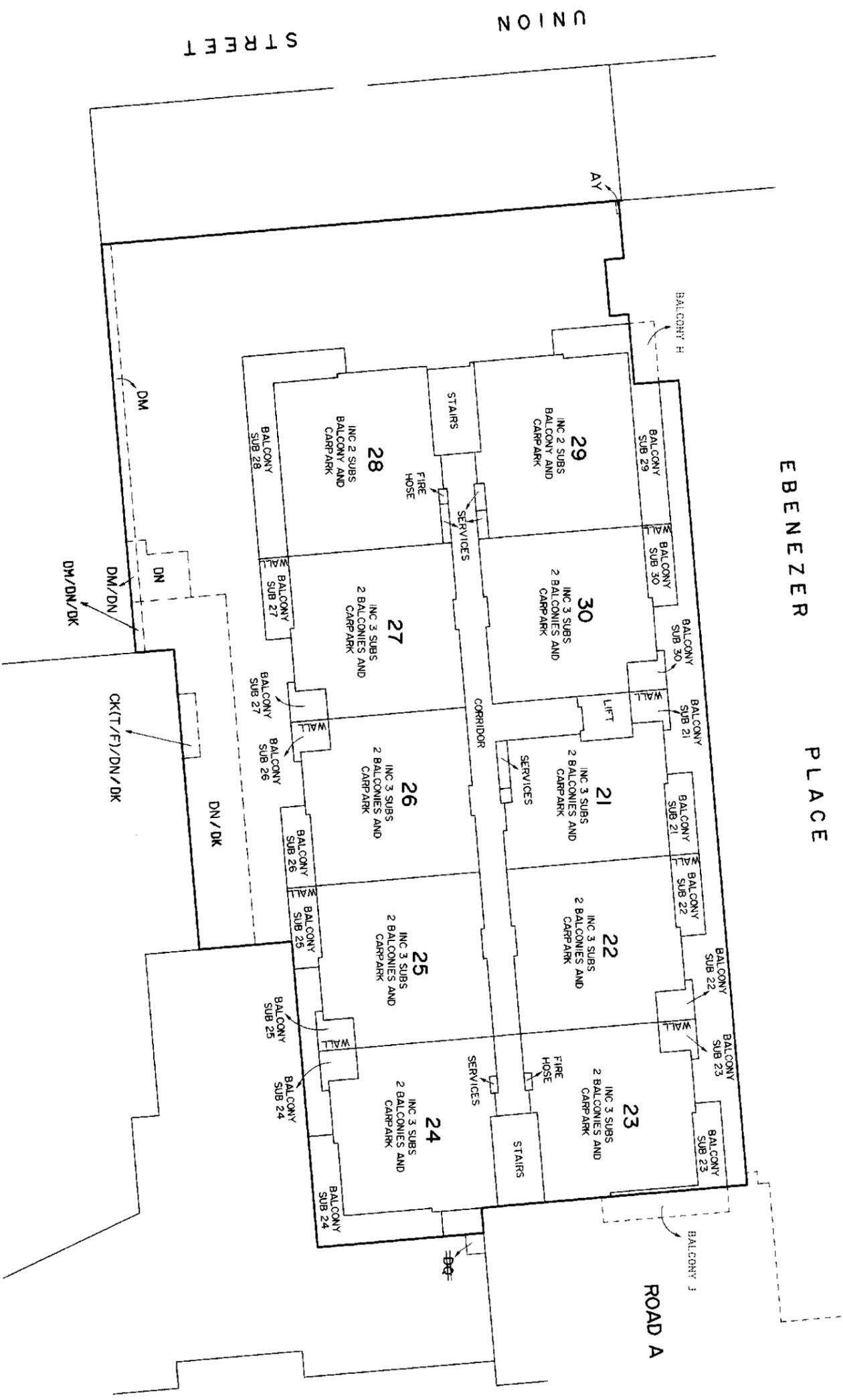
Licensed Surveyor *Robert Kennedy* Date 8/2/01

PLAN APPROVED DEPOSITED 6/7/2001

PRO REGISTRAR GENERAL

SCALE 0 3 6 9 12 15 METRES

BALCONIES ARE COVERED



**THIRD FLOOR PLAN**

**FYFE SURVEYORS**

PTY LTD

ACN 062 592 465

143 FULLARTON ROAD, ROSE PARK 5067

PH 8364 1000 FAX 8364 0904

Dwg No 0882506 DATE 28/8/2000

COMMUNITY PLAN NUMBER  
**CP 20838**

PLAN TYPE PRIMARY STRATA PLAN

THIS IS SHEET 8 OF 12 SHEETS

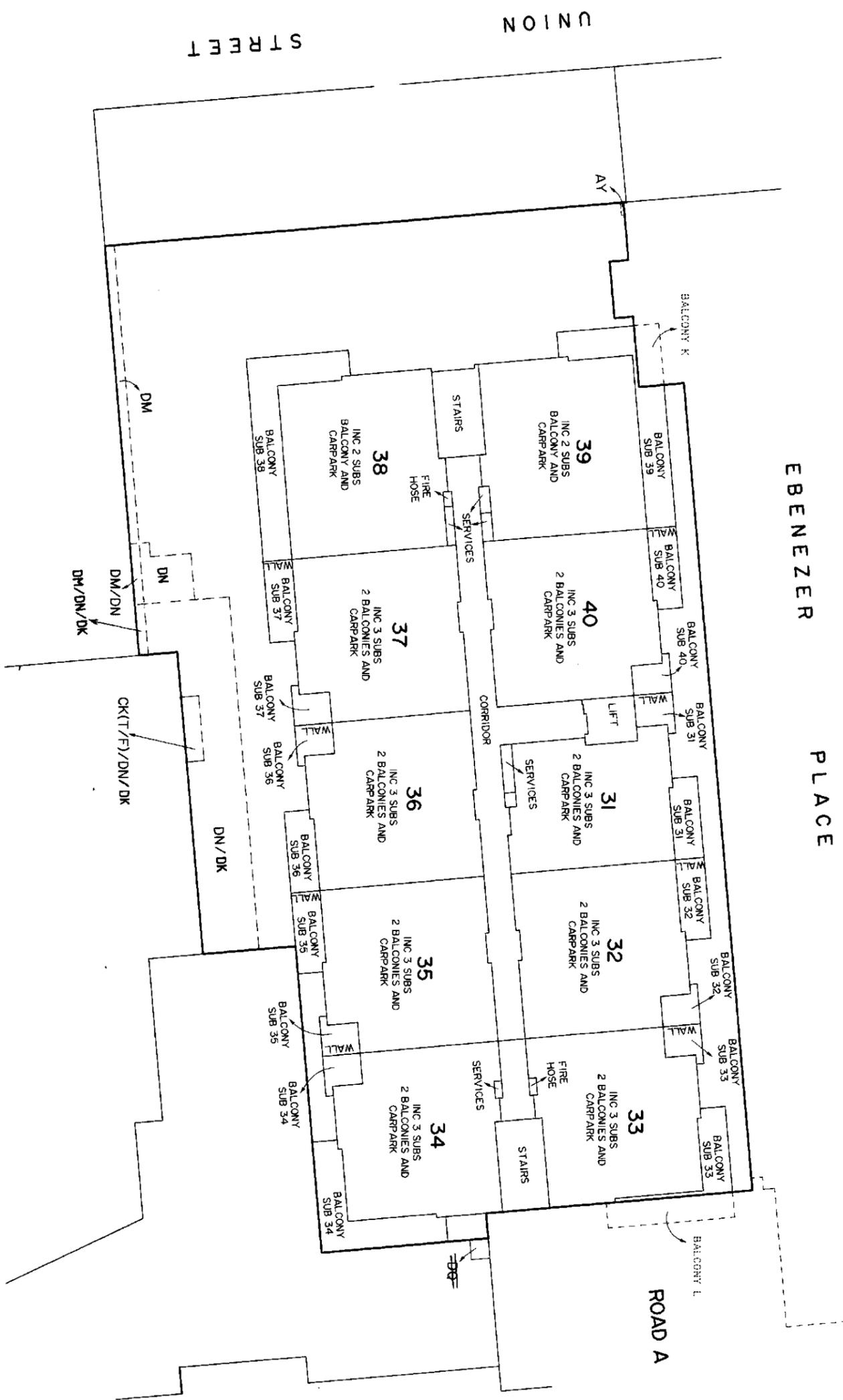
Licensed Surveyor *Robert Kennedy* Date **8/2/01**

PLAN APPROVED DEPOSITED **6/7/2001**

SCALE **5/4/01** METRES



BALCONIES ARE COVERED



**FOURTH FLOOR PLAN**

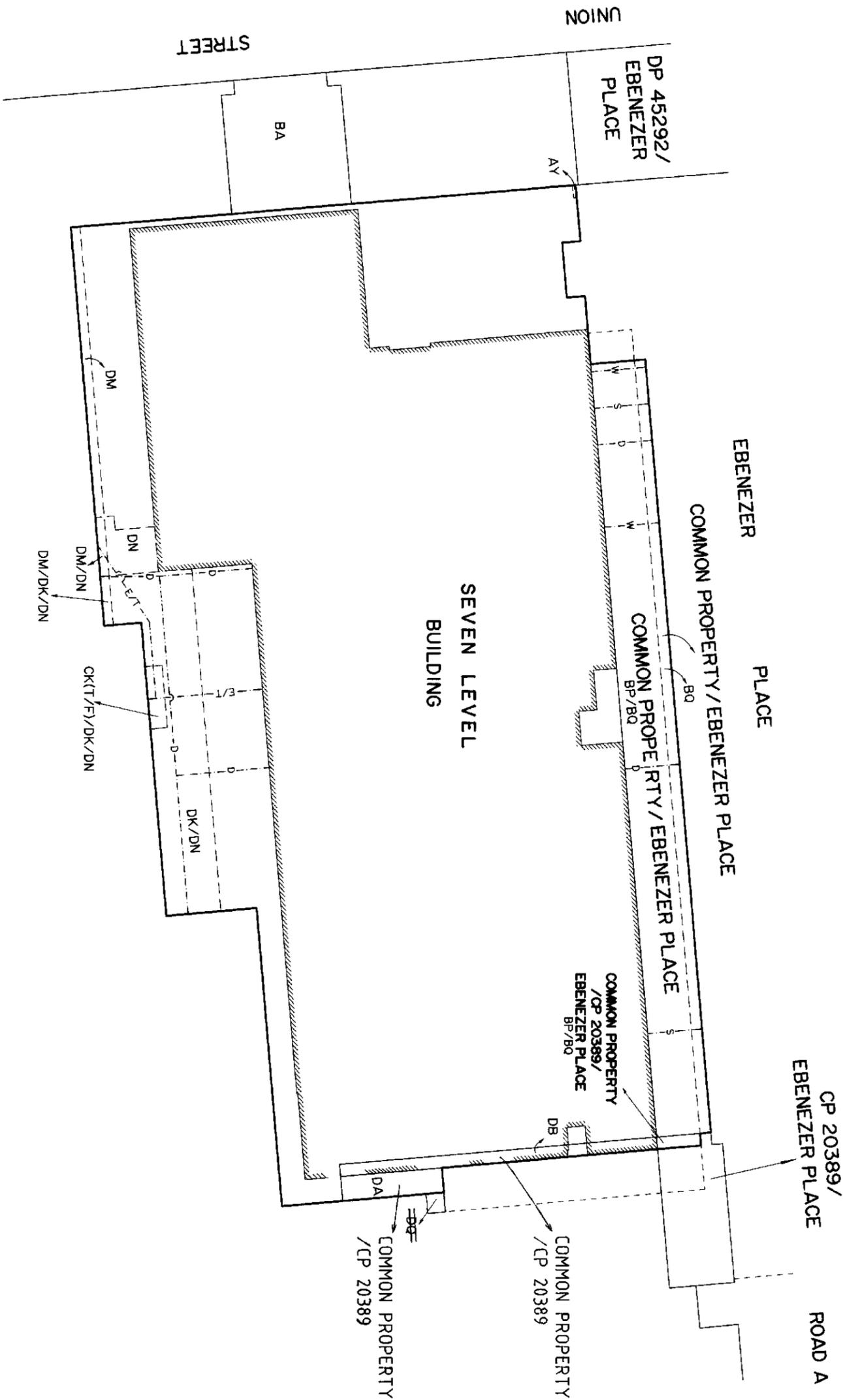
**FYFE SURVEYORS**

PTV LTD  
 AON 062 592 465  
 143 FULLARTON ROAD, ROSE PARK 5067  
 PH 8364 1000 FAX 8364 0904  
 Dwg No 08822506 DATE 28/8/2000

SERVICE INFRASTRUCTURE PLAN

SERVICES INFRASTRUCTURE SHOWN THUS

- D = DRAINAGE
- W = WATER
- S = SEWERAGE
- E = ELECTRICITY
- T = TELEPHONE
- / = SERVICES IN ONE TRENCH
- = WHERE ONE SERVICE CROSSES OVER ANOTHER



COMMUNITY PLAN NUMBER  
**CP 20838**

PLAN TYPE  
PRIMARY STRATA PLAN

THIS IS SHEET 9 OF 12 SHEETS

Licensed Surveyor *Kevin Kennedy* Date *8/2/01*

PLAN APPROVED DEPOSITED *6/2/2001*

SCALE 5/4/01 PRO REGISTRAR GENERAL METRES

THE SERVICE INFRASTRUCTURE HAS BEEN PLOTTED FROM ENGINEERING PLANS

**FYFE SURVEYORS**

ACN 062 592 465  
143 FULLARTON ROAD, ROSE PARK 5067  
PH 8364 1000 FAX 8364 0904  
Dwg No 08822506 DATE 28/8/2000

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER  
**CP 20838**

THIS IS SHEET 1.0 OF 12 SHEETS

APPROVED	DEPOSITED
<i>HL</i> 5/4/01	6/14/2001 <i>McBore</i>
PRO REGISTRAR-GENERAL	

APPLICATION 9047561

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	211	
2	231	
3	236	
4	236	
5	231	
6	231	
7	231	
8	236	
9	231	
10	231	
11	216	
12	236	
13	241	
14	241	
15	236	
16	236	
17	236	
18	236	
19	241	
20	236	

## CERTIFICATE OF LAND VALUER

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

Dated the 11th day of February, 2001

Signature of Land Valuer *Andrew Lucas*

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER  
**CP 20838**

THIS IS SHEET **11** OF **12** SHEETS

APPROVED <i>H</i> 5/4/01	DEPOSITED 6/14/2001 <i>Moore</i>
PRO-REGISTRAR-GENERAL	

APPLICATION 9047561

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
21	216	
22	236	
23	241	
24	241	
25	236	
26	236	
27	236	
28	236	
29	241	
30	236	
31	221	
32	241	
33	246	
34	246	
35	241	
36	241	
37	241	
38	236	
39	246	
40	241	

## CERTIFICATE OF LAND VALUER

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

Dated the 11th day of February, 2001

Signature of Land Valuer *A Lucas*

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER  
**CP 20838**

THIS IS SHEET **12** OF **12** SHEETS

APPROVED <i>[Signature]</i> 5/14/01	DEPOSITED 6/14/2001 <i>[Signature]</i> PRO REGISTRAR-GENERAL
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APPLICATION 9047561

LOT	LOT ENTITLEMENT	SUBDIVIDED
41	95	
42	92	
43	100	
44	82	
45	146	
46	20	
47	30	
48	20	
<b>AGGREGATE</b>	<b>10000</b>	

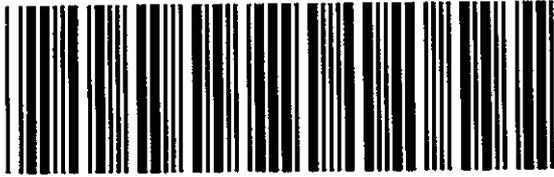
### CERTIFICATE OF LAND VALUER

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

Dated the 11th day of February, 2001

Signature of Land Valuer *[Signature]*

9047563



LANDS TITLES REGISTRATION

OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
32	LF

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date: 21 FEB 2001	Time: 11:15
FEES	
R.G.O.	POSTAGE
84	

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: CDEI

Correction to: CDEI

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

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

Assessor

PICK-UP NO.	9012706
CP	20838
DEV. NO.	020: C033: 00

Lands Titles 11:18 21/02/01 51131 REGISTRATION FEE \$84.00

CORRECTION	PASSED 3
------------	-------------

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

FILED 6-4-2001

*Melvin*

REGISTRAR-GENERAL  
SOUTH AUSTRALIA

ITEM	AGENT CODE

of competent jurisdiction from the lotholder at the time when the breach occurred.

30. If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.
31. Any person who contravenes or fails to comply with the provision contained in these by-laws or the Rules is guilty of an offence.
32. The maximum penalty for the breach of any of these by-laws or the Rules is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34(3) of the Act.

---

**BY - LAWS**

**COMMUNITY CORPORATION NO. 20838 INCORPORATED**

**NUMBER 9**

**9 EBENEZER PLACE , ADELAIDE**

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**Index**

	<b>Page No</b>
1. Interpretation.....	3
2. Administration, management and control of the common property .....	3
3. Use and enjoyment of lots and the common property .....	3
4. Maintaining and carrying out work to a lot.....	4
5. Keeping a lot in a clean and tidy condition.....	4
6. Obstructing the use or enjoyment of the common property and other areas .....	4
7. No unlawful purpose.....	4
8. Animals .....	4
9. Parking or standing motor vehicles.....	5
10. Gardens .....	5
11. Restrictions in relation to the common property and lots .....	5
12. Signs.....	6
13. Watering plants .....	7
14. Refurbishment, renovation, alterations or additions .....	7
15. Damaging or defacing structures forming part of the common property.....	8
16. Obligation not to permit certain behaviour or activity.....	9
17. Security of the community parcel and property .....	9
18. Keys or operating systems .....	10
19. Explosive or other dangerous substances.....	10
20. Garbage .....	10
21. Contact details.....	10
22. Directions relating to common property and other areas.....	11
23. Nominations.....	11
24. Management committee.....	12
25. Appointment of manager .....	12
26. Rules .....	12
27. Notice of accidents or defects and repairs.....	12
28. Inspections and fastening of doors and windows.....	12
29. Corporation costs and expenses and contributions .....	13
30. Invalidity .....	14
31. Offence.....	14
32. Penalty.....	14

## COMMUNITY TITLES ACT

### Strata Scheme By-laws Community Corporation No. 20838 Incorporated

1. In these by-laws:-

“Act” means the Community Titles Act 1996;

“common property” means the common property created by Community Plan No. 20838 as defined in Section 28 of the Act;

“corporation” means Community Corporation No. 20838 Incorporated;

“Corporation Manager” means any party approved by the Corporation having the relevant expertise and experience to assist the corporation to properly manage and perform the duties and functions of the corporation under the Act and Corporation Management Agreement means any such Agreement appointing the Corporation Manager pursuant to Section 75(5) of the Act;

“lot” means a strata lot;

“lotholder” means the owner of a lot;

“Rules” means the rules made by the corporation pursuant to the powers contained in these by-laws; and

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears.

2. The corporation is responsible for the administration, management and control of the common property.

3. The strata scheme (as defined in the Act) arises from the development of a seven (7) level apartment building including lower ground floor and upper ground floor carparking to create forty eight (48) lots. Subject to the Act and these by-laws:-

3.1 the lots on the lower ground floor may only be used for carparking purposes;

3.2 the lots on the ground floor may only be used for retail and/or commercial purposes;

3.3 the lots on floors 1,2,3, and 4 may only be used for residential purposes; and

- 3.4 the common property is for the common use and enjoyment of lotholders and occupiers and their visitors and invitees.
4. A lotholder must (subject to the provisions of by-laws 14 and 15 hereof):
  - 4.1 maintain the lot in good repair; and
  - 4.2 carry out any work ordered by a government or statutory authority in respect of the lot.
5. The occupier of a lot (or if the lot is unoccupied, the lotholder) must keep it in a clean and tidy condition including all glass in windows and all doors on the boundary of the lot including so much thereof as is common property.
6. A person bound by these by-laws:
  - 6.1 must not obstruct the lawful use of the common property by any person;
  - 6.2 must not obstruct the lawful use by any person of any portions of any other land which is adjacent to the strata scheme (which said adjacent land is hereinafter called "the Other Land") in respect of which the corporation and/or lotholders and/or occupiers of lots (individually or collectively called "the Rights Holders") are entitled to exercise rights of way or any other rights (and which said portions of the Other Land are hereinafter called "the Common Areas");
  - 6.3 must not use the common property and/or the Common Areas in a manner that unreasonably interferes with the use and enjoyment of the common property and/or the Common Areas by other persons lawfully entitled to use the common property and/or the Common Areas their visitors or invitees (which expression shall hereinafter be deemed to include customers and/or clients as the case may be);
  - 6.4 must not make undue noise in or about any lot or the common property and/or the Common Areas; and
  - 6.5 must not interfere with others in the enjoyment of their rights in relation to lots or common property and/or the Common Areas.
7. A person bound by these by-laws must not use the lot, or permit the lot to be used, for any unlawful purpose.
8. A person bound by these by-laws must not keep any animal in, or in the vicinity of, a lot provide always that nothing in this by-law 8 shall :-

- 8.1 prevent an occupier of a lot who suffers from a disability from keeping a dog on the lot or restrict the use of a dog by the occupier if the dog is trained to assist the occupier in respect of that disability; or
  - 8.2 prevent a visitor to the community parcel who suffers from a disability from using a dog trained to assist the visitor in respect of the disability.
9. A person bound by these by-laws must not park or stand a motor vehicle in a parking space allocated for others or on a part of the common property 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.
10. A person bound by these by-laws must not, without the consent of the corporation:
- 10.1 damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
  - 10.2 use any portion of the common property for his or her own purposes.
11. A person bound by these by-laws must not:
- 11.1 bring objects or materials onto the common property of a kind that are likely to cause justified offence to others;
  - 11.2 allow refuse to accumulate so as to cause justified offence to others;
  - 11.3 be inadequately clothed when upon the common property or when upon any part of a lot so as to be visible from another lot or from the common property;
  - 11.4 use any language or behave in a manner likely to cause offence or embarrassment to others;
  - 11.5 permit any child over whom he or she has control to play upon any common property (other than an area designated by the corporation as a children's play area);
  - 11.6 dispose or throw upon the common property any rubbish dirt dust or other material or any appliance chattel or any other article or thing except in the receptacle or areas (if any) specifically provided therefor;
  - 11.7 hang any washing, towel, bedding, clothing or other article on any part of a lot in such a way as to be visible from outside the lot;

- 11.8 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 a lotholder or occupier of a lot shall ensure that all fire, security and garage doors are kept locked or secure or in an operational state (as the case may be) when not in immediate use;
  - 11.9 use or interfere with any fire hydrant or any other fire fighting or fire safety equipment except in the case of an emergency;
  - 11.10 use or permit to be used any barbeque upon the balcony of a lot or upon any other lot subsidiary of a lot;
  - 11.11 use any washing machine or tumble dryer in any lot between the hours of 10.00pm and 7.30am;
  - 11.12 without the consent of the corporation use any strata lot or any carpark subsidiary on the lower ground floor or on the upper ground floor level for any purpose other than to park one (1) motor vehicle thereon;
  - 11.13 wash any motor vehicle or permit any motor vehicle to be washed on any part of a lot or on any part of the common property;
  - 11.14 transport or permit the transport of any furniture or other heavy or large objects through or upon the common property unless he or she has first given to the corporation notice of his or her intention to do so sufficient in the circumstances to enable the corporation (if it so wishes) to arrange for its nominee to be present at the time when such transport occurs; or
  - 11.15 when transporting or permitting the transport of any objects through or upon the common property prevent any security or perimeter door or exit from closing unless a responsible person attends at that door or exit for any time that the security or perimeter door is held open in order to prevent the unauthorised entry of persons upon the common property through that door or exit.
12. A person bound by these by-laws must not, without the consent of the corporation, display any sign, advertisement, placard, banner or other conspicuous material of a similar nature:
- 12.1 on any part of his or her lot so as to be visible from outside of the building in which the lot is located; or
  - 12.2 on any part of the common property.

13. A person bound by these by-laws shall take every reasonable precaution when watering plants on any balcony or flower box of his or her lot to prevent water being deposited upon any other lot or the common property.
14. 14.1 A person bound by these by-laws shall not perform or carry out any refurbishment, renovation, alterations or additions to or upon his or her lot other than upon the following terms and conditions:
  - 14.1.1 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;
  - 14.1.2 such person has consulted with any 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;
  - 14.1.3 such person obtains the consent of the corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions;
  - 14.1.4 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;
  - 14.1.5 all work shall be carried out strictly in accordance with the provisions of any consents granted either by the corporation or any government or statutory authority;
  - 14.1.6 all work shall be undertaken by qualified tradesmen in a proper and workmanlike manner;
  - 14.1.7 all work shall be undertaken only between the hours of 7.30 am and 5.30 pm on Mondays to Fridays other than public holidays;
  - 14.1.8 all common entrance ways, hallways, elevators (if any) and other similar such areas shall be fully protected against damage;
  - 14.1.9 any damage caused to common property shall be rectified by such person to the satisfaction of the corporation;
  - 14.1.10 all common property areas shall be left in a clean and tidy condition on a daily basis;

- 14.1.11 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;
  - 14.1.12 such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions and shall upon request from the corporation provide the corporation with a copy of such insurance policy or cover;
  - 14.1.13 such person shall permit a representative or representatives of the corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and
  - 14.1.14 any rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the corporation.
- 14.2 That for the purpose of this by-law "refurbishment, renovation, alterations or additions" shall without limiting their generality include the following:
- 14.2.1 the removal of or addition to any structural or common property brick or concrete wall or slab construction;
  - 14.2.2 the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of a lot;
  - 14.2.3 the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of any part of a lot;
  - 14.2.4 alterations to any airconditioning, 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 a lot;
  - 14.2.5 alteration to or replacement of the front door of a lot; and
  - 14.2.6 the installation of any screen or screen door to any part of a lot.
15. Save and except for any refurbishment, renovation, alterations or additions referred to in by-law 14 hereof and performed or carried out in accordance with such by-law 14 a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior approval in writing of the corporation.

16. 16.1 Where these by-laws restrict the behaviour or activity of a lotholder or occupier of a lot there shall be imposed upon that lotholder or occupier an obligation not to permit that behaviour or activity.
- 16.2 A lotholder or occupier of a lot shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the community parcel.
- 16.3 A lotholder of a lot shall be liable to compensate the corporation in respect of all damage to the common property or personal property vested in the corporation caused by the lotholder or any occupier of the lot or their visitors or invitees.
- 16.4 The lotholder of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:
- 16.4.1 ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws; and
- 16.4.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these by-laws is annexed thereto.
17. The corporation may take all reasonable steps to ensure the security of the community parcel and property of the corporation and the observance of these by-laws and without limiting the generality of the foregoing, may:
- 17.1 close off any part of the common property not required for ingress or egress to a lot or a parking space on either a temporary or permanent basis or otherwise restrict the access to or use by lotholders or occupiers of any such part of the common property;
- 17.2 permit any designated part of the common property to be used by any security person, firm or company to the exclusion of lotholders or occupiers generally as a means of monitoring the security and general safety of the community parcel; and

- 17.3 obtain, install and maintain any locks, alarms, communication system or any other security device.
18. 18.1 If the corporation in the exercise of any of its powers under these by-laws restricts the access of lotholders or occupiers to any part of the common property by means of any lock or similar security device it may make such number of keys or operating systems (if any) as it determines available to lotholders free of charge and thereafter may at its discretion make additional numbers thereof available to lotholders upon payment of a reasonable charge as may be determined from time to time by the corporation.
- 18.2 The lotholder of a lot to whom any key or any operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to any such occupier) to ensure the return thereof to the lotholder or the corporation upon the occupier ceasing to be an occupier.
- 18.3 A lotholder or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior written approval of the corporation duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another lotholder or occupier and is not disposed of otherwise than by returning it to the corporation.
- 18.4 A lotholder or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the corporation if the same is lost or misplaced.
19. The occupier of a lot (or if the lot is unoccupied, the lotholder) must not, without the consent of the corporation, use or store in the lot or on the common property any explosive or other dangerous substance.
20. A person bound by these by-laws:
- 20.1 must maintain within the lot, or on a part of the common property set apart for the purpose by the corporation, a receptacle for garbage adequately covered; and
- 20.2 must comply with all council requirements relating to the disposal of garbage.
21. A lotholder must notify the corporation:
- 21.1 of the lotholder's telephone and any facsimile contact numbers;

- 21.2 of the telephone and any facsimile contact numbers of any occupier of the lot where the occupier is not the lotholder;
- 21.3 immediately of any change in the ownership of the lot, or any change in the address, telephone and facsimile contact numbers of the lotholder or occupier of the lot; and
- 21.4 immediately of any change in the occupancy of the lot.
22. A person bound by these by-laws:
- 22.1 shall not use:
- 22.1.1 the common property otherwise than in accordance with any directions made by the corporation from time to time; and
- 22.1.2 the Common Areas otherwise than in accordance with any directions made by the corporation from time to time including any directions made pursuant to any agreement between the corporation and the registered proprietor of the Other Land in respect of the Common Areas; and
- in particular shall not use the common property and/or the Common Areas in a manner which shall constitute annoyance nuisance grievance disturbance or damage or create any noise which interferes with or which might reasonably be deemed to interfere with the peace and quietness of lotholders and/or occupants of the building in which the lot is located and/or the buildings located on the Other Land or of any person making legitimate and reasonable use of the common property and/or the Common Areas; and
- 22.2 shall be obliged to comply with all rules and directions (if any) from time to time issued by the corporation or otherwise in respect of the common property and/or the Common Areas.
23. 23.1 Whereas the Appointee has been nominated by lotholders to vote at any meeting of the corporation in respect of any resolution the subject matter of certain clauses of the Special Conditions contained in the various contracts for the sale and purchase of land entered into between the Minister for Government Enterprises as vendor the Appointee and the respective lotholders as purchasers (particulars of which Special Conditions are held by the corporation) it is hereby recorded that any nomination so made shall constitute not only a nomination from the lotholder who made that nomination (hereinafter called "the Grantor") in its personal capacity but also a nomination from the Grantor in its capacity as a lotholder and that any such nomination shall continue in full force and effect and shall bind all successors in title to the Grantor notwithstanding any subsequent sale of the Grantor's lot to the intent that the

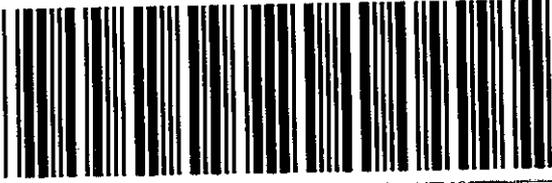
respective lotholders from time to time shall be bound by all nominations made by the original lotholders to the Appointee until such time as the Appointee terminates all of such nominations and if the Appointee terminates only some of such nominations at any given time then the nominations not so terminated by the Appointee shall continue to be exercisable by the Appointee until terminated by the Appointee pursuant to by-law 23.3 hereof.

- 23.2 Any lotholder shall if so required by the Appointee sign any formal notice which may be required in order to give effect to any nomination made in favour of the Appointee.
- 23.3 Any nomination made in favour of the Appointee pursuant to the provisions of the various contracts for the sale and purchase of land referred to in by-law 23.1 hereof and/or this by-law 23 shall cease upon the giving of written notice to that effect by the Appointee to the corporation and the respective Grantors or the respective registered lotholders from time to time of the lots (as the case may be).
- 23.4 For the purposes of this by-law 23 "the Appointee" shall mean Liberman Group Pty Ltd ACN 007 609 985 or any person or body nominated by Liberman Group Pty Ltd ACN 007 609 985.
24. The corporation may (but is not obliged to) establish a Management Committee ("the Committee") responsible to the corporation for the administration, management and control of the common property.
25. The corporation may appoint a manager to assist the corporation in administering, managing and controlling the common property.
26. The Committee or its appointed manager may make rules relating to the common property not inconsistent with these by-laws and the same shall be observed by the lotholders and their lessees, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by an ordinary resolution at a general meeting of the lotholders.
27. A lotholder or occupier must give the corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the corporation shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the common property as often as may be necessary.
28. 28.1. Upon one day's notice in writing the corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the lotholder in cases where such leakage or defect is due to any act or default

of the lotholder or his lessees, guests, servants, agents, employees, invitees or licensees). If not so permitted they may effect an entry. The corporation, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the lotholder or any occupier of the lot as is reasonable in the circumstances.

- 28.2 All doors and windows to a lot shall be securely fastened on all occasions when the lot is left unoccupied and the corporation reserves the right to enter and fasten the same if left insecurely fastened.
29. 29.1 A lotholder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand the whole of the corporation's costs and expenses (including solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that lotholder's lot by the corporation pursuant to the Act or pursuant to these by-laws.
- 29.2 In the event that the lotholders fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the corporation may take action for the recovery of same in any Court Tribunal or other body of competent jurisdiction with the proviso that, in respect of the corporation's party and party costs, the corporation shall comply 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 in costs in favour of the corporation. The corporation may also enter any costs payable to it as referred to in paragraph 29.1.1 above 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 Act.
- 29.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the corporation from time to time (in accordance with the regulations under the Act), unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Committee, any corporation manager has administrative discretion to write off interest at a limit to be determined by the corporation from time to time.
- 29.4 If at the time a person becomes the lotholder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the lotholder is jointly and severally liable with that other person for the payment of the interest.
- 29.5 The amount of any interest is recoverable by the corporation as a liquidated debt.
- 29.6 Where the corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any lotholder or the lessees, occupiers, guests, servants, employees, agents, children, invitees or licensees of the lotholder or any of the them the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court Tribunal or other body

9047562



LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
21	LF

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date: 21 FEB 2001	Time: 11:15
FEES	
R.G.O.	POSTAGE
84	

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: CDEI  
Correction to: CDEI

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

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

Assessor

PICK-UP NO.	9012706
CP	20838
DEV. NO.	020:0033:00

LANDS TITLES REGISTRATION FEE \$84.00

CORRECTION	PASSED
	8

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

FILED 6-4-2001

ITEM	AGENT CODE

**Stormwater Connection (New)**

The method of disposal of stormwater drainage is to be discussed with and be approved by the Asset Manager - infrastructure Services Division of the Council prior construction. Application for approval requirements can be referred to Mr. Andrew Smith on telephone number 8203 7610 during office hours.

**Previous Consent**

The applicant should be aware that the conditions of approval and advices issued with the previous consent (DA/0427/99) where relevant remain valid and should be complied with.

# REQUISITIONS

9047562

5<sup>th</sup> April, 2001

- Note 1: When amending do not delete pencil notes. See Standards approved by Registrar-General for Forms of Instruments Government Gazette 16<sup>th</sup> December 1999 page 3503
- Note 2: All requisitions must be complied with within two months; failure to do so will subject this document and any associated series to rejection procedures – See Section 220(3b) of the Real Property Act.
- Note 3: Requisitions enquiries by appointment only. Tel: 8226 3983
- Note 4: Any alteration must be made by striking through the matter intended to be altered and not by erasing, rubbing, painting, scraping or cutting the surface of the paper
- Note 5: **All amendments must be initialled by the certifying party**

- 
1. Item 7 – the annexed approvals do not include 5 and 6.



**TANIA GUDISKIS**  
LAND SERVICES GROUP  
[gudiskis.tania@saugov.sa.gov.au](mailto:gudiskis.tania@saugov.sa.gov.au)

TERMS OF INSTRUMENT NOT CHECKED  
BY LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT APPLICATION NO 020/C033/00

PAGE 1 of 6

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**SCHEME DESCRIPTION**

**COMMUNITY CORPORATION NO. 20838 INCORPORATED**

**NUMBER 9**

**9 EBENEZER PLACE , ADELAIDE 5000**

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**Index**

	<b>Page No</b>
A. Introduction .....	3
B. Interpretation .....	3
1. Identification of Community Parcel, Lots and Common Property.....	4
2. Purposes for which Lots and Common Property may be used.....	4
3. Standard of Buildings and Other Improvements .....	5
4. Stages of the Plan of Community Division .....	5
5. Obligations to Develop Community Lots .....	5
6. Developer's Obligations to Improve or Develop the Common Property .....	5
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 Regulation .....	6

## A INTRODUCTION

The development the subject of this Scheme Description is a primarily residential development.

It is part of the commonly known **Garden East Development**, being the re-development of the Government owned former Adelaide Fruit and Produce Exchange site by Liberman Group Pty Ltd ACN 007 609 985.

The development the subject of this Scheme Description and known as Number 9 is a discrete development on its own allotment.

The development will be consistent with and compatible with adjacent buildings within the Garden East Development to integrate harmoniously with adjacent buildings within the Garden East Development.

## B. INTERPRETATION

In this Scheme Description:-

“Act” means the Community Titles Act 1996.

“Common Property” means the common property created by Community Plan No. 20838 as defined in Section 28 of the Act.

The following terms have the meanings given in the Act.

“Community Corporation”

“Community Parcel”

“Community Plan”

“Community Scheme”

“Developer”

“Lot”

“Plan of Community Division” and “Community Plan”

“Primary Scheme”

“Primary Plan”

“Scheme Description”

“Service-Infrastructure”

“Strata Plan”

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

- 1.1. The community parcel and the strata lots and common property to which the allotment is to be divided are identified in Community Plan No. 20838.
- 1.2. The development is a primary scheme creating a plan of community division (strata plan) arising from the development of a seven (7) level apartment building including lower ground floor and upper ground floor carparking to create forty eight (48) strata lots comprising:-
  - 1.2.1. three (3) strata lots for carparking, twenty (20) carparking subsidiaries and common property for access and service infrastructure on the lower ground floor;
  - 1.2.2. five (5) commercial strata lots and common property for access, storage, service infrastructure, toilets and a cleaners room on the ground floor;
  - 1.2.3. twenty one (21) carparking subsidiaries, one (1) storage subsidiary and common property for access, service infrastructure and a refuse area on the upper ground floor; and
  - 1.2.4. forty (40) residential strata lots and associated subsidiaries (balconies) and common property for access and service infrastructure on floors 1-4.

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

- 2.1. The strata lots and subsidiaries on the lower ground floor may only be used for carparking purposes in their own right or as subsidiaries to other strata lots for carparking purposes.
- 2.2. The strata lots on the ground floor may only be used for retail and/or commercial purposes.
- 2.3. The subsidiaries on the upper ground floor are to be used as subsidiaries to other strata lots for that purpose as described.
- 2.4. The strata lots and subsidiaries on floors 1-4 may only be used for residential purposes.

2.5 The common property shall be used as a carriageway for ingress and egress to the community strata lots and subsidiaries for carparking, for the accommodation of service infrastructure, toilets and cleaners room and access and egress to community strata lots and subsidiaries within the development.

**3. Standard of Buildings and Other Improvements**

3.1 The improvements and alterations will be:-

3.1.1 in accordance with the Building Code of Australia; and

3.1.2 designed and constructed in a manner and to a standard consistent with the requirements of the development approvals for Development No. 020/0010/99 (DA0427/99) and Development No. 020/0001/00 (DA 0427/99) (together called "the Development Approval").

**4. Stages of the Plan of Community Division**

The development is a primary scheme creating a strata division and will be completed in one stage in accordance with the Development Approval.

**5. Obligations to Develop Community Lots**

5.1 The development will be completed in one stage from commencement of the works.

5.2 Subject to clause 3 of this Scheme Description the standard of the work to be performed and the materials to be used for the development will be of such a standard as the Developer and its architect may in their absolute discretion determine.

**6. Developer's Obligations to Improve or Develop the Common Property**

The Developer has installed relevant service infrastructure as necessary in accordance with the plans and specifications approved for the development.

**7. Conditions of Development imposed Pursuant to the Development Act 1993**

Refer clauses 3, 5 and 6 ante and the Development Approval, a copy of which is annexed to this Scheme Description.

**8. Other Important Features of the Scheme**

8.1 There shall be no division of a strata lot by a secondary plan.

8.2 Refer to the introduction ante.

9. **Other Information required by Regulation**

No other information is required by the regulations.

REF: VIB\GEASTO\BUILDN\SCHEME.DES

**ANNEXURE**

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this Scheme Description and the relevant Plan of Community Division under the Community Titles Act 1996 have been granted.
2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the Corporation of the City of Adelaide.

SIGNED: *A. Kelly* Chief Executive Officer  
or Delegate ✓

WITNESS: *[Signature]* ✓

DATE: *12/2/2001*

**DECISION NOTIFICATION FORM**

Development Number  
020/0010/99  
DA/0427/1999

FOR DEVELOPMENT APPLICATION

DATED : 3.6.99  
REGISTERED ON : 9.6.99

TO: LIBERMAN GROUP PTY LTD  
230 GRENFELL STREET  
ADELAIDE SA 5000

**LOCATION OF PROPOSED DEVELOPMENT:**

Portion Lot No : 112                      Street : Ebenezer Place                      Suburb : Adelaide  
Section No. : TA 91                      Hundred : Adelaide                      Volume : 5634                      Folio : 40

**NATURE OF PROPOSED DEVELOPMENT**

FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER 4 FLOORS ABOVE  
RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL WITH CAR PARKING BEHIND

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
Provisional Development Plan Consent	GRANTED	FOUR		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
<b>DEVELOPMENT APPROVAL</b>	<b>STILL REQUIRED</b>			

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision ..... 13/9/99 ..... [ ] Delegate of the Development Assessment Commission

Signed: ..... [2] Sheets Attached

Date: ..... 13/9/99 .....  
020-0010-LIBERMAN GROUP(SEPT),DJO/SE



**DEVELOPMENT APPLICATION NO. 020/0010/99 (DA/0427/99)**

**FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND LEVEL WITH CAR PARKING BEHIND, EBENEZER PLACE, ADELAIDE**

**CONDITIONS OF CONSENT :**

1. Except where minor amendments may be required by other relevant Acts and/or Legislation, or by conditions imposed herein, all development is to be established in strict accordance with the plans and details submitted with the development application dated 3 June 1999.
2. The width of the car parking spaces in the car park shall comply with Australian Standards for Car Parking Spaces.
3. Pursuant to Section 33(3) of the Development Act 1993, the following matter is reserved for further assessment by the Development Assessment Commission in consultation with the Corporation of the City of Adelaide and Heritage SA prior to granting development approval.

(1) The external finishes and colours shall be finalised prior to their application on site.

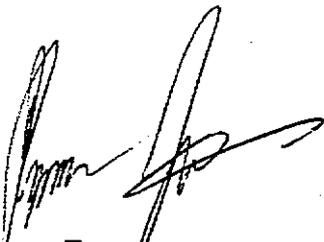
4. Pursuant to Section 33(3) of the Development Act 1993, the following matter is reserved for further assessment by the Development Assessment Commission in consultation with the Corporation of the City of Adelaide prior to granting development approval.

(1) Details of noise attenuation measures for both the retail and commercial components of the development shall be submitted to and be approved prior to or at the time of application for development approval.

**NOTES FOR APPLICANT :**

- Attention is drawn to the fact that the gates within the arch of the heritage building, shown on drawing SK002, have not been considered as part of this application. A separate application will be necessary for any work associated with these gates.
- Where any work is undertaken on, or near the boundaries, it is recommended that the applicant ensure that the boundaries are clearly defined, by a licensed surveyor, prior to the commencement of any building work.
- There is no objection to the proposed verandah adjacent Ebenezer Place provided it conforms with all relevant Council policies, particularly with respect to a minimum vertical clearance of 3.0 metres above the footpath and 600mm horizontal clearance to the kerb face.
- The location of the corner of the verandah facing Ebenezer Place, adjacent to car park number 22 should be relocated to avoid damage from taller vehicles. A 1.0 metre clearance to the corner must be provided.
- It is understood that traffic from proposed building L/M and N will be exiting the proposed development through a single exit point onto Union Street. The site distance for motorists to pedestrians walking north along Union Street is very limited. Signs warning motorists that pedestrians may be crossing should be installed within the applicant's property.

- It is noted that, according to the plans supplied, that the applicant has not completed the design details regarding the stairs adjacent to the disabled car parking space; space number 22. This matter needs to be addressed.
- Residential parking permits to allow parking on street, adjacent the proposed development will not be considered as an appropriate means of providing parking for residents or those staying in the apartments who have not been allocated a specific on site parking space.
- The matter regarding the location of the garbage bin storage area needs to be discussed and approved by the Manager, Cleansing Services, City of Adelaide.
- The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations which may be required are to be at the applicant's expense.
- The matter regarding the connection of storm water to any portion of the Corporation's underground drainage system shall be determined with the Asset Manager, Water, City of Adelaide.
- Levels at the property boundary shall be determined with the Asset Manager, Roads, City of Adelaide.
- Appropriate lighting to the underside of the proposed verandah shall be provided.
- Prior to construction, the applicant should contact the Manager, Licensing and Permits, City of Adelaide, to determine the matter of access to the site and street occupation, i.e. temporary parking controls, hoardings etc.
- All line marking and traffic signs should conform to Australian Standard AS 1742.2 – "Traffic control devices for general use" and as such be consistent with those used for the public street network.
- No car park entrance security control is shown on the drawings supplied. If it is to be provided it should be located at least 5.0 metres within the applicant's property so as to prevent on street queuing.



Roger Freeman  
**PRINCIPAL PLANNER**  
**DEVELOPMENT ASSESSMENT BRANCH**

020-0010-LIBERMAN GROUP(SEPT),DJO/SB

13/9/99

**DECISION NOTIFICATION FORM**

Development Number

020/0001/00

(DA.0427/1999)

FOR DEVELOPMENT APPLICATION

DATED : 20/12/99

REGISTERED ON : 4/1/00

TO: Liberman Group Pty Ltd  
230 Grenfell Street  
ADELAIDE SA 5000

## LOCATION OF PROPOSED DEVELOPMENT:

Lot No : 112

Street : Ebenezer Place

Suburb : Adelaide

Section No. : PTA 91

Hundred : Adelaide

Volume : 5707

Folio : 708

## NATURE OF PROPOSED DEVELOPMENT

TO VARY A DEVELOPMENT PLAN CONSENT FOR APPLICATION NUMBER 020/0010/99 (DA0427 99) FOR A FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL WITH CAR PARKING BEHIND

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
Provisional Development Plan Consent	GRANTED	THREE		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
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.

Date of Decision:  
Commission

8/2/00

[ ] Delegate of the Development Assessment

Signed:

[1] Sheets Attached

Date:

8/2/00

**DEVELOPMENT APPLICATION 020/0001/00 (DA/0427/99) FOR A VARIATION TO PROVISIONAL DEVELOPMENT PLAN CONSENT FOR APPLICATION NUMBER 020/0010/99 FOR A FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL WITH CAR PARKING BEHIND**

**CONDITIONS OF APPROVAL**

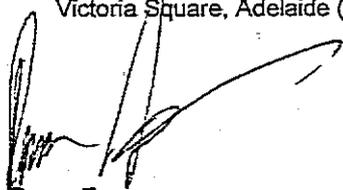
1. Except where minor amendments may be required by other relevant Acts and or Legislation, or by conditions imposed herein, all development is to be established in strict accordance with the details and plans submitted with the development application (020/0001/00) (DA/0427/99).
2. The conditions and notes as set out in the original Provisional Development Plan consent (Application Number 020/0010/99 (DA/0427/99)), dated 13 September 1999 are still applicable, except where modified by the following condition and notes.
3. Details of any air conditioning or air extraction plant or ducting in association with this development to be placed on the exterior of the building shall be submitted to and approved by the City of Adelaide.

**NOTES FOR APPLICANT:**

- The first note in Provisional Development Plan consent (Application Number 020/0010/99 (DA/0427/99)), dated 13 September 1999 is to be deleted.
- All costs associated with the removal of the tree on Ebenezer Place to facilitate the installation of the vehicle crossover to provide access to the proposed car park are to be borne by the applicant.
- The location of the existing street lighting poles in Ebenezer Place needs to be discussed with the City of Adelaide's Corporation Asset Manager – Lighting and Undergrounding, Bruno Castellucci on telephone 8203 7647. The costs associated with any modifications/relocation of the existing street lighting infrastructure required to maintain the existing level of street lighting will be borne by the applicant.
- The vehicle crossing place in Ebenzer Place is to be constructed at the applicants expense and will require separate application to the City of Adelaide's Infrastructure Services Department.
- A Building Site Management Plan is required prior to <sup>or</sup> at the time of the application for Development Approval and should include details of such items as:
  - Street occupation
  - Hoardings
  - Site amenities
  - Traffic requirements
  - Servicing site
  - Adjoining properties

Contact Mr Mike Thomas, City of Adelaide, Principal Building Officer on telephone 8203 7259 for further clarification or additional information.

- You have a right of appeal against the conditions which have been imposed on this Provisional 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 which you receive this notice or such longer time as the Court may allow. Please contact the Court if you wish to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide (telephone number 8204 0300).

  
Roger Freeman  
PRINCIPAL PLANNER,  
DEVELOPMENT ASSESSMENT BRANCH  
As delegate of the  
DEVELOPMENT ASSESSMENT COMMISSION

8/2/00

**DECISION NOTIFICATION FORM**

Development Number  
020/0010/99  
DA/0427/1999

FOR DEVELOPMENT APPLICATION

DATED : 4.5.00

REGISTERED ON : 4.5.00

TO: LIBERMAN GROUP PTY LTD  
230 GRENFELL STREET  
ADELAIDE SA 5000

**LOCATION OF PROPOSED DEVELOPMENT:**

Lot No : 112                      Street : Ebenezer Place                      Suburb : Adelaide  
Section No. : PTA 91              Hundred : Adelaide                      Volume : 5707                      Folio : 708

**NATURE OF PROPOSED DEVELOPMENT**

AMENDMENT TO CONDITION 3 (1) OF THE PROVISIONAL DEVELOPMENT PLAN CONSENT FOR APPLICATION NUMBER 020/0020/10 (DA0427/99) DATED 13/9/99 WHEREBY THE EXTERNAL FINISHES AND COLOURS FOR A FIVE (5) LEVEL APARTMENT BUILDING COMPRISING 40 APARTMENTS OVER FOUR (4) FLOORS ABOVE RETAIL/COMMERCIAL AT GROUND FLOOR LEVEL BE IN ACCORDANCE WITH THE SCHEDULE PREPARED BY WOODS BAGOT JOB NO. 5.50.0585

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
Provisional Development Plan Consent	GRANTED	ONE		
Land Division				N/A
Land Division [Strata]				N/A
Provisional Building Rules Consent	STILL REQUIRED			
Public Space				N/A
Other				N/A
<b>DEVELOPMENT APPROVAL</b>	<b>STILL REQUIRED</b>			

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.

**Condition of Approval**

1. That Condition 3 (1) of the provisional Development Plan consent dated 13 September 1999 be removed and replaced with the following:
3. The external finishes and colours be in accordance with the letter by Garden East, C/- Liberman Group Pty Ltd, dated 4 May 2000 and the attached schedule prepared by Woods Bagot, being Job No. 5.50.0585.

**NOTES FOR APPLICANT :**

- The conditions and notes as set out in the approvals dated 3 June 1999, 13 September 1999 and 8 February are still applicable.

Date of Decision: 30/5/00 [x] Delegate of the Development Assessment Commission  
 Signed: [Signature] [x] Sheets Attached  
 Date: 30/5/00

# KATNICH DODD

Postal P.O Box 1171 North Adelaide S.A 5006  
 Tel: (08) 8239 1040 Fax: (08) 8239 1140  
 E-mail katdodd@dove.net.au  
 Web www.katnichdodd.com.au

Reference No: PC10829



## DECISION NOTIFICATION FORM

For Development Application	Dated	Development No: 020/0001/00 (DA/0427/1999)
Registered On		

To: **COST MANAGEMENT PARTNERSHIP PTY LTD**  
**207 ANGAS STREET**  
**ADELAIDE SA 5000**

**LOCATION OF PROPOSED DEVELOPMENT:**

House No: 9	Lot No:	Street: EBENEZER PLACE	Suburb: ADELAIDE
Section No:	Hundred:	Volume:	Folio:

**NATURE OF PROPOSED DEVELOPMENT**

**COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED
PROVISIONAL DEVELOPMENT PLAN CONSENT	---	---	---
PROVISIONAL BUILDING RULES CONSENT	24/5/00	3	---
LAND DIVISION (TORRENS/ STRATA)	---	---	---
PUBLIC SPACE	N/A	---	---
OTHER	N/A	---	---
DEVELOPMENT APPROVAL	---	* See notes	---

If applicable, the details of the building classification and the approved number of occupants under the Building Code are attached.

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

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

Signed: 	<input type="checkbox"/> Development Assessment Commission or Delegate
	<input type="checkbox"/> Council Chief Executive Officer or Delegate
Date: 24 May 2000	<input checked="" type="checkbox"/> Private Certifier (I)
	<input type="checkbox"/> (6) Sheets Attached



Reference No: PC10829

**DEVELOPMENT ACT, 1993**  
**SECTION 42**  
**CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT**

BUILDING WORK: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS  
SITE ADDRESS: 9 EBENEZER PLACE, ADELAIDE  
APPLICANT: COST MANAGEMENT PARTNERSHIP PTY LTD  
OWNER: LIBERMAN GROUP  
CLASSIFICATION: SERVICED APARTMENTS 3  
COMMERCIAL TENANCIES 5 & 6  
CARPARK 7  
RISE IN STOREYS: 5  
TYPE OF CONSTRUCTION: A  
DEVELOPMENT APPLN: DA/427/1999/A/ 020/0001/00

**CONDITIONS**

1..Plans and specifications for the sprinkler system to the retail tenancies shall be submitted to the satisfaction of the *certifier* prior to such work being commenced.

BCA-Section 36

2..Portable fire extinguishers shall be selected and installed in accordance with AS2444.

BCA-E1.6

3..The passenger lift shall be provided with fire service controls in accordance with AS1735.2.

BCA-E3.7

**Notes:**

Fire precautions must be taken during construction in accordance with BCA-E1.9.

The person proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give the Council notice at stages prescribed in Regulation 74

**SCHEDULE OF ESSENTIAL SAFETY PROVISIONS:** Regulation 76 requires that the relevant authority on granting provisional rules consent, issue a schedule that specifies the essential safety provisions for the building and the standards or requirements for the maintenance and testing in respect each of those essential safety provisions set out in Minister's Specification SA 76. The items to be inspected or tested are detailed on the attached schedule.

Proof of maintenance must be provided to Council each calendar year by the building owner.

**CERTIFICATE OF OCCUPANCY:** A new Certificate of Occupancy is required to be issued in relation to the proposed development. Katnich Dodd will, before granting a certificate of occupancy, require:

1. a written statement from the licensed builder, who under an agreement or arrangement, with the owner of the land, was responsible for undertaking any part of the building work, that the building work has been carried out in accordance with any relevant approval and that the connections required to public authority or utility services or facilities have been made in accordance with the requirements of the relevant public authority or utility.
2. a certificate of compliance for each essential safety provision, in the appropriate form under schedule 16, signed by the installer of the safety provision, or where the installer is a company, signed by the manager responsible for the installation work; and
3. Where a building is required by the Building Rules to be equipped with a booster assembly for use by fire fighters; or to have installed a fire alarm that transmits a signal to a fire station; and facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the Act, a report from the fire authority as to whether those facilities have been installed and operate satisfactorily.

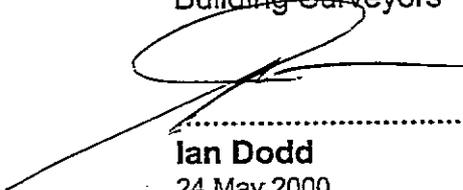
For building work prescribed in regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60

Pursuant to Section 602 of the Local Government Act, the builder may be required to erect and maintain hoardings and platforms for the protection of the public on adjoining streets and footpaths as directed by the Council.

The location, design and capacity of the stormwater discharge at the property alignment should be approved by council prior to siteworks commencing. The drainage system should be completed by the finish of construction of the building. (Clause 5.5.3 of AS 2870)

**IMPORTANT:** This report does not imply compliance with the Electricity Act, 1996 as amended, the Occupational Health, Safety & Welfare Act, the (State) Equal Opportunity Act, 1984, or with the Commonwealth Disability Discrimination Act, 1993 as amended or with any of the regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

**Katnich Dodd**  
Building Surveyors



.....  
**Ian Dodd**  
24 May 2000



**ALTERNATIVE SOLUTION**  
**ASSESSMENT OF BUILDING CODE OF AUSTRALIA**  
**PERFORMANCE REQUIREMENT**

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA-C3.2
ALTERNATIVE SOLUTIONS	: to permit the carpark access ramp openings less than 3 metres from the allotment boundaries to be un-protected

**ASSESSMENT METHOD (Refer BCA Introduction.)**

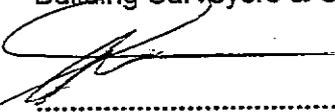
- Documentary evidence as described in A2.2
- Verification Methods  
Verification methods may include the following:
  - (a) Calculations - using analytical methods or mathematical models.
  - (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
  - (c) Other methods accepted by the relevant authority.
- Comparison with Deemed-to Satisfy Provisions  
Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.
- The opinions of suitably qualified and experienced technical experts

**REASONING**

The adjoining buildings are State Heritage listed and unlikely to be redeveloped. They currently present a blank masonry wall to the subject site and there is minimal opportunity for fire spread between the allotments.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**  
Building Surveyors & Consulting Engineers

  
.....  
**Ian Dodd**  
24 May 2000



### ALTERNATIVE SOLUTION ASSESSMENT OF BUILDING CODE OF AUSTRALIA PERFORMANCE REQUIREMENT

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA - SA E1.3
ALTERNATIVE SOLUTIONS	: to delete the requirement for fire hydrant pump(s) subject to the automatic fire alarm installation being privately monitored on a 24 hour basis.

#### ASSESSMENT METHOD (Refer BCA Introduction.)

- Documentary evidence as described in A2.2
- Verification Methods  
Verification methods may include the following:
  - (a) Calculations - using analytical methods or mathematical models.
  - (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
  - (c) Other methods accepted by the relevant authority.
- Comparison with Deemed-to Satisfy Provisions  
Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.
- The opinions of suitably qualified and experienced technical experts

#### SUPPORTING DOCUMENTATION

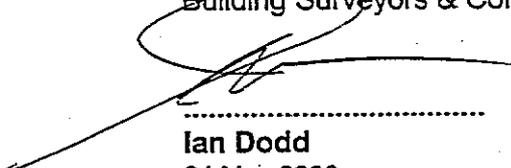
- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 26 April 2000 Job No 10716.37501

#### REASONING

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**  
Building Surveyors & Consulting Engineers

  
.....  
**Ian Dodd**  
24 May 2000



**ALTERNATIVE SOLUTION  
ASSESSMENT OF BUILDING CODE OF AUSTRALIA  
PERFORMANCE REQUIREMENT**

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA-E1.4
ALTERNATIVE SOLUTIONS	: to delete the requirement for fire hoses to be installed in the ground floor tenancies subject to the installation of an automatic fire alarm system throughout the tenancies.

**ASSESSMENT METHOD (Refer BCA Introduction.)**

Documentary evidence as described in A2.2  
Verification Methods

Verification methods may include the following:

- (a) Calculations - using analytical methods or mathematical models.
- (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
- (c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

**SUPPORTING DOCUMENTATION**

- South Australian Fire Services Fire Safety Department "Fire Service Comment & Report" dated 26 April 2000 Job No 10716.37501

**REASONING**

The expert opinion of the South Australian Fire Services Fire Safety Department has been accepted and relied upon.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**  
Building Surveyors & Consulting Engineers

.....  
**Ian Dodd**  
24 May 2000



**ALTERNATIVE SOLUTION  
ASSESSMENT OF BUILDING CODE OF AUSTRALIA  
PERFORMANCE REQUIREMENT**

NATURE BUILDING WORK	: COMMERCIAL TENANCIES, CARPARK & SERVICED APARTMENTS
LOCATION OF BUILDING WORK	: 9 EBENEZER PLACE, ADELAIDE
APPLICANT	: COST MANAGEMENT PARTNERSHIP PTY LTD
PERFORMANCE REQUIREMENT	: BCA - SA G7.3
ALTERNATIVE SOLUTIONS	: to permit the western external wall to be located less than 600 mm from the allotment boundary.

**ASSESSMENT METHOD (Refer BCA Introduction.)**

Documentary evidence as described in A2.2  
Verification Methods

Verification methods may include the following:

- (a) Calculations - using analytical methods or mathematical models.
- (b) Tests - using a technical procedure either on site or in a laboratory to directly measure compliance with one or more performance criteria.
- (c) Other methods accepted by the relevant authority.

Comparison with Deemed-to Satisfy Provisions

Where Alternative Solutions are used, comparison with the relevant Deemed-to-Satisfy Provisions to determine that they at least perform in an equivalent manner.

The opinions of suitably qualified and experienced technical experts

**REASONING**

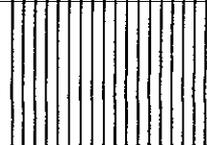
The existing building is located less than 600 mm from the allotment boundary. The space between the buildings will be sealed with concrete to prevent weed growth and is wide enough to facilitate cleaning.

**It is determined that the proposed alternative solution satisfies the performance requirement.**

**Katnich Dodd**  
Building Surveyors & Consulting Engineers

.....  
**Ian Dodd**  
24 May 2000

**Corporation of the City of Adelaide**



Enquiries: Tony Kelly (8203 7521) Mike Chang (8203 7488)  
Reference: 2000/00021

**DECISION NOTIFICATION FORM**

FOR DEVELOPMENT APPLICATION DATED 21 December 1999  
REGISTERED ON 22 December 1999

DEVELOPMENT NUMBER  DA/427/1999/A
---

TO: LIBERMAN GROUP P/L  
230 Grenfell St  
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT: 3-21 Ebenezer Place

CI: Volume Folio

Nature of Proposed Development: Variation to DA/427/99 to construct 5 level retail/apartment building - retail/commercial ground floor and 4 upper levels 40 apartments.

From LIBERMAN GROUP P/L

In respect of this proposed development you are informed that

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	08 February 2000	3
Provisional Building Rules Consent	Consent	24 May 2000	3
Development Approval	Approved	12 February 2001	6

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

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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

Date of Decision: 12 February 2001

Signed:

Date: 12/02/2001

- Development Assessment Commission or delegate
- Council Chief Executive Officer or delegate
- Private Certifier
- [2] Sheets Attached

**DEVELOPMENT NUMBER: DA/427/1999/A**

**LOCATION OF PROPOSED DEVELOPMENT: 3-21 Ebenezer Place**

**ADVICES:-**

The following matters are not conditions of the decision but require your further attention:

**Street Numbering**

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7420 or 8203 7426.

**Commencement and Completion**

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.

**Expiration Time of Approval**

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this consent / approval will lapse at the expiration of 12 months from the operative date of the consent / approval unless the development has been lawfully commenced by substantial work on the site of the development within such period, in which case the approval will lapse within 3 years from the operative date of the approval subject to the proviso that if the development has been substantially or fully completed within those 3 years, the approval will not lapse.

**Building Consent (Privately Certified)**

The Provisional Building Rules Consent issued by Katnich Dodd of 7/22 Melbourne Street, North Adelaide SA 5006 on 24 May 2000 has been relied on for granting this Development Approval. There has been no examination of the submitted documents in relation to any building matters.

**Certificate of Occupancy to be issued by the private certifier.**

Pursuant to the Development Regulation 92(4), if a certificate of occupancy is to be issued by the private certifier, a copy of the certificate together with any statements, certificates, reports or documentation required under Regulation 83(2), must be provided by the certifier to the Council within 5 business days after issuing the certificate.

**Building Levels**

**Before commencing work, the finished building levels should be checked against the footpath levels to ensure that disabled access, vehicular access and stormwater disposal will comply with relevant codes and approvals. An application for levels along the public boundary should be made to the Asset Manager - Roads, Corporation of the City of Adelaide. The Corporation of the City of Adelaide will not adjust footpath levels to suit finished building levels.**

**Public Utilities (Applicants Expense)**

The applicant must ensure there is no objection from any of the public utilities in respect of underground or overhead services and any alterations which may be required are to be at the applicant's expense.



# SINKING FUND BUDGET

**9 Ebenezer Place**

**Adelaide SA 5000**

**Community Corporation 20838**



## Report details

<b>Inspection date:</b>	8/07/2019
<b>Inspector:</b>	Nicholas Johnston

### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

### QUEENSLAND

18 Park Rd Milton 4064  
PO Box 1584 Milton 4064

### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



10 July 2019

The Managing Committee

9 Ebenezer Place  
Adelaide SA 5000

Dear Committee Members,

**Thank you for appointing our company to conduct your Sinking Fund Budget.**

Based on our survey of your property, we have determined that the Community Corporation will need to increase its contributions in order to cover its forecast maintenance fund expenses. We strongly recommend that the levies be set at the level shown in this plan.

This budget should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Community Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$5.83
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$58,300.00

The data used to arrive at the above figures (which includes GST) is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph	3
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	12
Report Notes	13

**All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)**

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email [enquiry@solutionsinengineering.com](mailto:enquiry@solutionsinengineering.com).

Yours sincerely,



The Team at Solutions in Engineering

## Building Details & Report Inputs

### Supplied information

Building Address	9 Ebenezer Place Adelaide SA 5000
Community Corporation No	20838
Plan Type	Community Corporation
Registered Plan Date/Year of Construction	Reg. 2001
Number of Lot Entitlements	10000
Number of Units	48
Estimated Starting Sinking Fund Balance	\$207,663
Starting date of Financial Year for Report	1/07/2019
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$1.81

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the forecast looks out.	15 years

### 15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Lot Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/06/2020	58,300.00	5,300.00	5.83	0.53	1.46	0.13
2	30/06/2021	60,107.30	5,464.30	6.01	0.55	1.50	0.14
3	30/06/2022	61,970.62	5,633.69	6.20	0.56	1.55	0.14
4	30/06/2023	63,891.71	5,808.34	6.39	0.58	1.60	0.15
5	30/06/2024	65,872.35	5,988.40	6.59	0.60	1.65	0.15
6	30/06/2025	67,914.39	6,174.04	6.79	0.62	1.70	0.15
7	30/06/2026	70,019.73	6,365.43	7.00	0.64	1.75	0.16
8	30/06/2027	72,190.34	6,562.76	7.22	0.66	1.81	0.16
9	30/06/2028	74,428.23	6,766.20	7.44	0.68	1.86	0.17
10	30/06/2029	76,735.51	6,975.96	7.67	0.70	1.92	0.17
11	30/06/2030	79,114.31	7,192.21	7.91	0.72	1.98	0.18
12	30/06/2031	81,566.86	7,415.17	8.16	0.74	2.04	0.19
13	30/06/2032	84,095.43	7,645.04	8.41	0.76	2.10	0.19
14	30/06/2033	86,702.39	7,882.04	8.67	0.79	2.17	0.20
15	30/06/2034	89,390.16	8,126.38	8.94	0.81	2.24	0.20

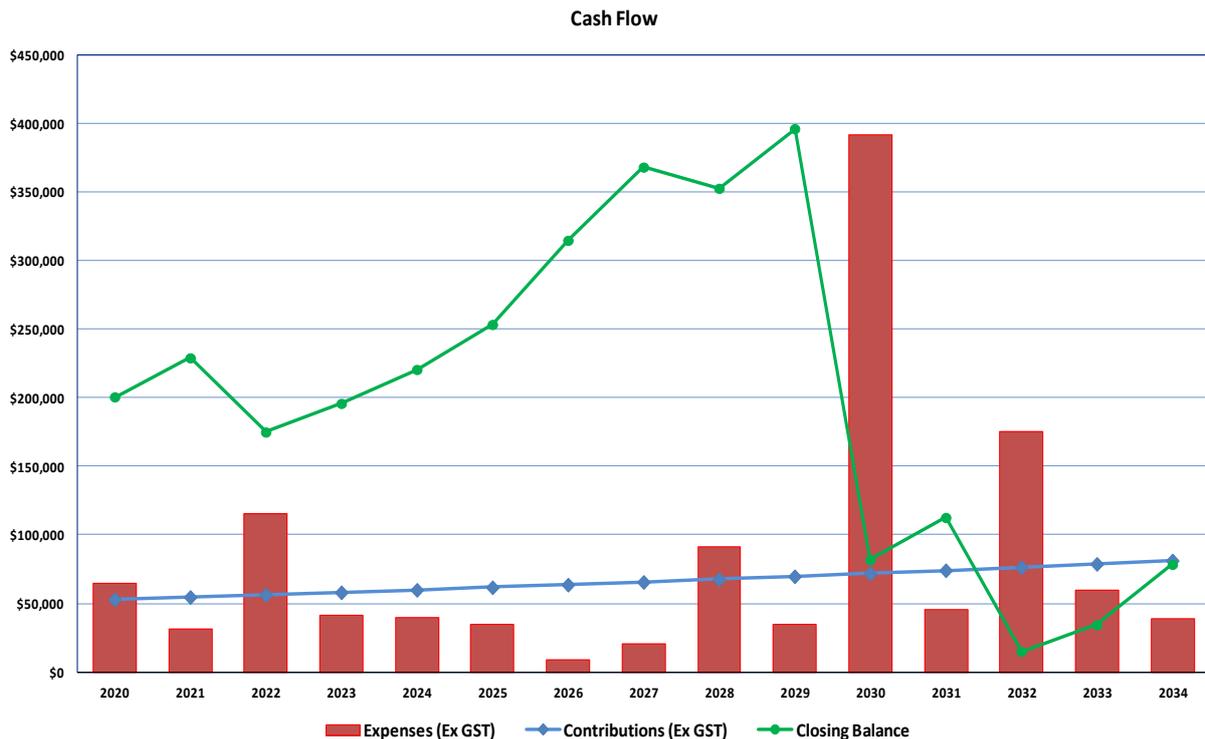
### 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:  
**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	30/06/2020	207,663.00	53,000.00	4,742.41	64,716.36	200,689.05
2	30/06/2021	200,689.05	54,643.00	4,992.32	31,142.73	229,181.64
3	30/06/2022	229,181.64	56,336.93	4,694.26	115,189.09	175,023.74
4	30/06/2023	175,023.74	58,083.37	4,308.07	41,486.36	195,928.82
5	30/06/2024	195,928.82	59,883.95	4,838.53	39,951.82	220,699.48
6	30/06/2025	220,699.48	61,740.35	5,507.64	34,403.64	253,543.83
7	30/06/2026	253,543.83	63,654.30	6,602.20	8,852.73	314,947.60
8	30/06/2027	314,947.60	65,627.58	7,936.06	20,113.64	368,397.60
9	30/06/2028	368,397.60	67,662.03	8,377.06	91,516.36	352,920.33
10	30/06/2029	352,920.33	69,759.55	8,702.94	34,924.55	396,458.27
11	30/06/2030	396,458.27	71,922.10	5,554.69	392,099.09	81,835.97
12	30/06/2031	81,835.97	74,151.69	2,258.92	45,575.45	112,671.13
13	30/06/2032	112,671.13	76,450.39	1,482.69	175,606.36	14,997.85
14	30/06/2033	14,997.85	78,820.35	573.75	59,986.36	34,405.59
15	30/06/2034	34,405.59	81,263.78	1,310.82	38,515.45	78,464.74

### 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:  
 Contributions line - Total sinking fund contributions per year.  
 Expenses line – Total anticipated expenses in each year.  
 Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



### Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-  
 'Expenditure Items' - lists the different areas and items of expenditure.  
 'Current Cost' - shows the current maintenance expenditure costs in today's dollars.  
 'Year 1' to 'Year 15' - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a 'Grand Total (Inc. GST)' followed by a line calculating the 'Contingency Allowance (Inc. GST)' for unforeseen and minor expenses and finally 'Total Expenses (Inc. GST)' for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
<b>1. PROPERTY EXTERIOR</b>																
Awning repairs - metal (total: 168 m2) - 10%	2,903	-	-	-	-	-	-	-	3,595	-	-	-	-	-	-	-
Awning replacement - metal	28,691	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Door repair - one side	581	581	-	-	-	-	-	-	-	742	-	-	-	-	-	-
Facade repair	53,221	-	-	56,572	-	-	-	-	-	-	-	-	-	76,769	-	-
Facade repairs (total: 1936 m2) - 10%	22,419	-	-	23,831	-	-	-	-	-	-	-	-	-	32,339	-	-
Floor - paving repairs (total: 16 m2) - 50%	605	-	-	-	-	684	-	-	-	-	796	-	-	-	-	928
Handrail repair - metal	67	67	-	-	-	-	-	-	-	-	-	91	-	-	-	-
Handrail and balustrade repairs - glazed / metal (total: 320 ea) - 10%	9,225	-	-	-	-	-	-	-	-	-	12,142	-	-	-	-	-
Screen replacement - car park (total: 15) - 20%	1,931	-	-	-	-	-	-	-	-	-	2,542	-	-	-	-	-
Steel work repairs	24,000	-	-	-	-	-	-	-	-	-	-	-	-	34,619	-	-
<b>Sub Total (Incl. GST)</b>		<b>648</b>	<b>0</b>	<b>80,403</b>	<b>0</b>	<b>684</b>	<b>0</b>	<b>0</b>	<b>3,595</b>	<b>742</b>	<b>15,480</b>	<b>91</b>	<b>0</b>	<b>143,727</b>	<b>0</b>	<b>928</b>
<b>2. WORK AT HEIGHTS ACCESS</b>																
Elevating working platforms and site set up	22,500	-	-	23,917	-	-	-	-	-	-	-	-	-	32,455	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>23,917</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32,455</b>	<b>0</b>	<b>0</b>						
<b>3. ROOFING</b>																
Guttering repairs - box gutter (total: 187 lm) - 10%	1,508	-	1,555	-	-	-	-	1,811	-	-	-	-	2,110	-	-	-
Roof covering - metal repairs (total: 1302 m2) - 10%	9,871	-	10,177	-	-	-	-	-	-	-	-	-	13,810	-	-	-
Roof covering - metal replacement	157,217	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>11,732</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,811</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,920</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
<b>4. PROPERTY INTERIOR - ENTRANCE LOBBY</b>																
Ceiling repaint	922	922	-	-	-	-	-	-	-	1,177	-	-	-	-	-	-
Door repaint - one side	232	232	-	-	-	-	-	-	-	296	-	-	-	-	-	-
Door replacement - glazed / metal frame	2,300	-	-	-	-	-	-	-	-	-	3,027	-	-	-	-	-
Floor - reseal	2,492	2,492	-	-	-	-	-	-	-	-	-	3,382	-	-	-	-
Floor - repairs (total: 53 m2) - 20%	1,278	1,278	-	-	-	-	-	-	-	-	-	1,734	-	-	-	-
Floor - replacement	6,160	-	-	-	-	-	-	-	-	-	-	8,359	-	-	-	-
Floor - stairway repairs	4,000	-	-	-	-	-	-	-	-	-	-	5,428	-	-	-	-
Handrail and balustrade repairs - wire / metal (total: 48 lm) - 20%	2,883	-	-	-	-	-	-	-	-	-	-	3,912	-	-	-	-
Mat replacement	771	-	-	-	-	-	-	-	-	-	-	1,046	-	-	-	-
Wall repaint	3,360	3,360	-	-	-	-	-	-	-	4,290	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>8,284</b>	<b>0</b>	<b>5,763</b>	<b>3,027</b>	<b>23,861</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>						
<b>5. PROPERTY INTERIOR - PASSAGEWAYS</b>																
Ceiling repaint	5,204	5,204	-	-	-	-	-	-	-	6,644	-	-	-	-	-	-
Door repaint - one side	5,580	5,580	-	-	-	-	-	-	-	7,124	-	-	-	-	-	-
Floor - carpet replacement	22,339	-	-	-	-	-	-	-	-	28,519	-	-	-	-	-	-
Laminate panel replacement (total: 40 ea) - 20%	2,769	-	-	-	-	-	-	-	-	3,535	-	-	-	-	-	-
Wall repaint	17,867	17,867	-	-	-	-	-	-	-	22,810	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>28,651</b>	<b>0</b>	<b>68,632</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>						
<b>6. PROPERTY INTERIOR - STAIRWAYS AND SERVICE AREAS</b>																
Ceiling repaint	389	-	-	-	-	-	-	-	-	497	-	-	-	-	-	-
Door repaint - one side	1,744	1,744	-	-	-	-	-	-	-	2,226	-	-	-	-	-	-
Floor - concrete repaint - non-slip	3,471	3,471	-	-	-	-	-	-	-	4,431	-	-	-	-	-	-
Handrail repaint - metal	1,614	-	-	-	-	-	-	-	-	2,061	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>5,215</b>	<b>0</b>	<b>9,215</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>						
<b>7. PROPERTY INTERIOR - BATHROOMS</b>																
Ceiling repaint	328	328	-	-	-	-	-	-	-	419	-	-	-	-	-	-
Door repaint - both sides	321	321	-	-	-	-	-	-	-	410	-	-	-	-	-	-
Floor - tile replacement	2,187	-	-	-	-	-	-	-	-	-	-	2,968	-	-	-	-
Wall repaint	594	594	-	-	-	-	-	-	-	758	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>1,243</b>	<b>0</b>	<b>1,587</b>	<b>0</b>	<b>2,968</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>						

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
<b>8. CAR PARK</b>																
Accessway - concrete repaint	287	287	-	-	-	-	-	-	-	366	-	-	-	-	-	-
Door repaint - one side	465	465	-	-	-	-	-	-	-	594	-	-	-	-	-	-
Driveway - bitumen surface repairs (total: 604 m2) - 10%	1,855	-	-	1,972	-	-	-	-	2,297	-	-	-	-	2,676	-	-
Driveway - bitumen surface re-profile (total: 604 m2) - 20%	6,236	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Driveway - bitumen surface topcoat	10,377	-	-	11,030	-	-	-	-	-	-	-	-	-	-	-	-
Driveway - concrete reseal	7,595	-	-	-	-	-	8,848	-	-	-	-	10,307	-	-	-	-
Driveway - concrete repairs (total: 965 m2)	1,203	-	-	-	-	-	-	-	-	-	-	-	1,683	-	-	-
Driveway - surface cleaning program	2,480	2,480	-	-	-	-	2,889	-	-	-	-	3,365	-	-	-	-
Fixture repairs – car park (wheel stops, height sign, etc.)	509	-	-	-	-	575	-	-	-	-	670	-	-	-	-	780
Handrail repaint - metal	127	127	-	-	-	-	-	-	-	162	-	-	-	-	-	-
Height sign repaint	1,732	1,732	-	-	-	-	-	-	-	2,211	-	-	-	-	-	-
Highlighted surface repaint	1,732	1,732	-	-	-	-	2,018	-	-	-	-	2,350	-	-	-	-
Line marking repaint	1,565	1,565	-	-	-	-	1,823	-	-	-	-	2,124	-	-	-	-
Security gate motor replacement	4,674	-	-	-	5,122	-	-	-	-	-	-	-	-	-	6,951	-
Security roller door refurbishments	8,247	-	-	-	9,038	-	-	-	-	-	-	-	-	-	12,265	-
<b>Sub Total (Incl. GST)</b>		<b>15,983</b>	<b>0</b>	<b>13,002</b>	<b>14,160</b>	<b>575</b>	<b>15,578</b>	<b>0</b>	<b>2,297</b>	<b>3,333</b>	<b>670</b>	<b>18,146</b>	<b>1,683</b>	<b>2,676</b>	<b>19,216</b>	<b>780</b>
<b>9. FIXTURES AND FITTINGS</b>																
Door fittings replacement (door closers, etc.)	1,598	-	1,648	-	-	-	1,862	-	-	-	2,103	-	-	-	2,377	-
Door replacement - fire rated	3,752	-	-	-	-	-	4,371	-	-	-	-	-	-	-	-	-
Letterbox replacement	3,738	-	-	-	-	-	-	-	-	-	-	-	5,230	-	-	-
Signage replacement	500	-	-	-	-	-	582	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,648</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,815</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,103</b>	<b>0</b>	<b>5,230</b>	<b>0</b>	<b>2,377</b>	<b>0</b>
<b>10. FENCING</b>																
Metal fence repaint	2,587	2,587	-	-	-	-	-	-	-	3,303	-	-	-	-	-	-
Metal fence repairs (total: 26 lm) - 20%	498	498	-	-	-	-	-	-	-	636	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>3,085</b>	<b>0</b>	<b>3,939</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>						
<b>11. LIFTS</b>																
Lift interior refurbishment	9,661	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lift mechanism and switches overhaul	6,000	-	6,186	-	-	-	-	7,206	-	-	-	-	8,395	-	-	-
Lift service refurbishment	27,959	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lift replacement - 11-12 person	257,348	-	-	-	-	-	-	-	-	-	349,227	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>6,186</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,206</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>349,227</b>	<b>8,395</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023)	Year 5 (2024)	Year 6 (2025)	Year 7 (2026)	Year 8 (2027)	Year 9 (2028)	Year 10 (2029)	Year 11 (2030)	Year 12 (2031)	Year 13 (2032)	Year 14 (2033)	Year 15 (2034)
<b>12. ELECTRICAL</b>																
Intercom replacement - audio pad	487	-	-	-	534	-	-	-	-	-	-	-	-	-	724	-
Intercom replacement - per unit	6,291	-	-	-	6,894	-	-	-	-	-	-	-	-	-	9,356	-
Light replacement - LED	8,000	-	-	-	8,767	-	-	-	-	-	-	-	-	-	11,897	-
Security access key system replacement	2,806	2,806	-	-	-	-	-	-	-	-	-	3,808	-	-	-	-
Security surveillance camera replacement	928	-	957	-	-	1,049	-	-	1,149	-	-	1,259	-	-	1,380	-
Security surveillance system upgrade	6,500	-	-	-	-	7,344	-	-	-	-	-	-	-	-	-	9,966
Switchboard replacement	9,191	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
System maintenance - communications and data	2,470	-	2,547	-	2,707	-	2,877	-	3,058	-	3,251	-	3,456	-	3,673	-
System maintenance - electrical	2,500	-	2,578	-	2,740	-	2,912	-	3,096	-	3,291	-	3,498	-	3,718	-
<b>Sub Total (Incl. GST)</b>		<b>2,806</b>	<b>6,082</b>	<b>0</b>	<b>21,642</b>	<b>8,393</b>	<b>5,789</b>	<b>0</b>	<b>7,303</b>	<b>0</b>	<b>6,542</b>	<b>5,067</b>	<b>6,954</b>	<b>0</b>	<b>30,748</b>	<b>9,966</b>
<b>13. FIRE PREVENTION</b>																
Control panel replacement	9,501	-	-	-	-	10,735	-	-	-	-	-	-	-	-	-	-
Fire service repairs (hydrants, smoke detectors, etc)	3,088	-	3,184	-	3,384	-	3,597	-	3,824	-	4,064	-	4,320	-	4,592	-
Pump replacement - jacking	2,578	-	-	-	-	2,913	-	-	-	-	-	-	-	-	-	3,953
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>3,184</b>	<b>0</b>	<b>3,384</b>	<b>13,648</b>	<b>3,597</b>	<b>0</b>	<b>3,824</b>	<b>0</b>	<b>4,064</b>	<b>0</b>	<b>4,320</b>	<b>0</b>	<b>4,592</b>	<b>3,953</b>
<b>14. WATER</b>																
Hot water system repairs	6,293	-	-	-	-	7,110	-	-	-	-	-	-	-	-	-	9,649
Plumbing and drainage maintenance	2,800	-	2,887	-	3,069	-	3,262	-	3,467	-	3,685	-	3,917	-	4,164	-
Pump replacement - driveway sump pump	9,100	-	-	-	-	10,282	-	-	-	-	-	-	-	-	-	13,953
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>2,887</b>	<b>0</b>	<b>3,069</b>	<b>17,392</b>	<b>3,262</b>	<b>0</b>	<b>3,467</b>	<b>0</b>	<b>3,685</b>	<b>0</b>	<b>3,917</b>	<b>0</b>	<b>4,164</b>	<b>23,602</b>
<b>Grand Total (Incl. GST)</b>		<b>65,915</b>	<b>31,719</b>	<b>117,322</b>	<b>42,255</b>	<b>40,692</b>	<b>35,041</b>	<b>9,017</b>	<b>20,486</b>	<b>93,211</b>	<b>35,571</b>	<b>399,360</b>	<b>46,419</b>	<b>178,858</b>	<b>61,097</b>	<b>39,229</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>5,273</b>	<b>2,538</b>	<b>9,386</b>	<b>3,380</b>	<b>3,255</b>	<b>2,803</b>	<b>721</b>	<b>1,639</b>	<b>7,457</b>	<b>2,846</b>	<b>31,949</b>	<b>3,714</b>	<b>14,309</b>	<b>4,888</b>	<b>3,138</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>71,188</b>	<b>34,257</b>	<b>126,708</b>	<b>45,635</b>	<b>43,947</b>	<b>37,844</b>	<b>9,738</b>	<b>22,125</b>	<b>100,668</b>	<b>38,417</b>	<b>431,309</b>	<b>50,133</b>	<b>193,167</b>	<b>65,985</b>	<b>42,367</b>

## Building Data List from the Property Inspection for Community Corporation 20838

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

- 'Items' – identifies and describes the maintenance item
- 'Qty' – lets you know the total quantity of that item
- 'Unit' – is the unit rate used to measure the quantity
- 'Rate' – is the cost of each unit in dollars
- 'Value' – is the quantity (Qty) multiplied by the Rate (\$)
- 'Next Due' - is the remaining life in years until an item needs money spent on it.
- 'Total Life' - is the total life the item after it is replaced, repaired or repainted.
- 'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. PROPERTY EXTERIOR</b>							
Awning repairs - metal (total: 168 m2) - 10%	17	m2	170.78	2,903.00	8	10	Repair as required
Awning replacement - metal	168	m2	170.78	28,691.00	18	30	Replace as required
Door repaint - one side	5	ea	116.24	581.00	1	8	Repaint as required
Facade repaint	1,936	m2	27.49	53,221.00	3	10	Repaint as required
Facade repairs (total: 1936 m2) - 10%	96	m2	233.53	22,419.00	3	10	Repair as required
Floor - paving repairs (total: 16 m2) - 50%	8	m2	75.61	605.00	5	5	Repair as required
Handrail repaint - metal	3	lm	22.47	67.00	1	10	Repaint as required
Handrail and balustrade repairs - glazed / metal (total: 320 ea) - 10%	32	lm	288.27	9,225.00	10	15	Repair as required
Screen replacement - car park (total: 15) - 20%	3	ea	643.78	1,931.00	10	15	Replace as required
Steel work repairs	1	item	24,000.00	24,000.00	13	20	Replace as required
<b>2. WORK AT HEIGHTS ACCESS</b>							
Elevating working platforms and site set up	1	item	22,500.00	22,500.00	3	10	Quotation required
<b>3. ROOFING</b>							
Guttering repairs - box gutter (total: 187 lm) - 10%	19	lm	79.35	1,508.00	2	5	Repair as required
Roof covering - metal repairs (total: 1302 m2) - 10%	130	m2	75.93	9,871.00	2	10	Repair as required
Roof covering - metal replacement	1,302	m2	120.75	157,217.00	42	60	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>4. PROPERTY INTERIOR - ENTRANCE LOBBY</b>							
Ceiling repaint	45	m2	20.49	922.00	1	8	Repaint as required
Door repaint - one side	2	ea	116.24	232.00	1	8	Repaint as required
Door replacement - glazed / metal frame	2	ea	1,149.91	2,300.00	10	20	Replace as required
Floor - reseal	53	m2	47.01	2,492.00	1	10	Reseal as required
Floor - repairs (total: 53 m2) - 20%	11	m2	116.22	1,278.00	1	10	Repair as required
Floor - replacement	53	m2	116.22	6,160.00	11	20	Replace as required
Floor - stairway repairs	1	Item	4,000.00	4,000.00	11	20	Replace as required
Handrail and balustrade repairs - wire / metal (total: 48 lm) - 20%	10	lm	288.27	2,883.00	11	10	Repair as required
Mat replacement	2	ea	385.56	771.00	11	20	Replace as required
Wall repaint	164	m2	20.49	3,360.00	1	8	Repaint as required
<b>5. PROPERTY INTERIOR - PASSAGEWAYS</b>							
Ceiling repaint	254	m2	20.49	5,204.00	1	8	Repaint as required
Door repaint - one side	48	ea	116.24	5,580.00	1	8	Repaint as required
Floor - carpet replacement	254	m2	87.95	22,339.00	9	15	Replace as required
Laminate panel replacement (total: 40 ea) - 20%	8	ea	346.16	2,769.00	9	15	Replace as required
Wall repaint	872	m2	20.49	17,867.00	1	8	Repaint as required
<b>6. PROPERTY INTERIOR - STAIRWAYS AND SERVICE AREAS</b>							
Ceiling repaint	19	m2	20.49	389.00	9	16	Repaint as required
Door repaint - one side	15	ea	116.24	1,744.00	1	8	Repaint as required
Floor - concrete repaint - non-slip	121	m2	28.69	3,471.00	1	8	Repaint as required
Handrail repaint - metal	38	lm	42.47	1,614.00	9	16	Repaint as required
<b>7. PROPERTY INTERIOR - BATHROOMS</b>							
Ceiling repaint	16	m2	20.49	328.00	1	8	Repaint as required
Door repaint - both sides	2	ea	160.40	321.00	1	8	Repaint as required
Floor - tile replacement	16	m2	136.71	2,187.00	11	20	Replace as required
Wall repaint	29	m2	20.49	594.00	1	8	Repaint as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>8. CAR PARK</b>							
Accessway - concrete repair	10	m2	28.69	287.00	1	8	Repair as required
Door repair - one side	4	ea	116.24	465.00	1	8	Repair as required
Driveway - bitumen surface repairs (total: 604 m2) - 10%	60	m2	30.92	1,855.00	3	5	Repair as required
Driveway - bitumen surface re-profile (total: 604 m2) - 20%	121	m2	51.54	6,236.00	18	30	Re-profile as required
Driveway - bitumen surface topcoat	604	m2	17.18	10,377.00	3	15	Topcoat as required
Driveway - concrete resal	965	m2	7.87	7,595.00	1	5	Resal as required
Driveway - concrete repairs (total: 965 m2)	9	m2	133.70	1,203.00	12	15	Repair as required
Driveway - surface cleaning program	965	m2	2.57	2,480.00	1	5	Clean as required
Fixture repairs – car park (wheel stops, height sign, etc.)	1	ea	509.13	509.00	5	5	Replace as required
Handrail repair - metal	3	lm	42.47	127.00	1	8	Repair as required
Height sign repair	107	lm	16.19	1,732.00	1	8	Repair as required
Highlighted surface repair	107	lm	16.19	1,732.00	1	5	Repair as required
Line marking repair	246	lm	6.36	1,565.00	1	5	Repair as required
Security gate motor replacement	2	ea	2,336.78	4,674.00	4	10	Replace as required
Security roller door refurbishments	2	ea	4,123.74	8,247.00	4	10	Replace as required
<b>9. FIXTURES AND FITTINGS</b>							
Door fittings replacement (door closers, etc.)	2	ea	799.04	1,598.00	2	4	Replace as required
Door replacement - fire rated	2	ea	1,875.80	3,752.00	6	10	Replace as required
Letterbox replacement	42	ea	89.00	3,738.00	12	30	Replace as required
Signage replacement	1	Item	500.00	500.00	6	10	Replace as required
<b>10. FENCING</b>							
Metal fence repair	26	lm	99.50	2,587.00	1	8	Repair as required
Metal fence repairs (total: 26 lm) - 20%	5	lm	99.67	498.00	1	8	Repair as required
<b>11. LIFTS</b>							
Lift interior refurbishment	1	Item	9,661.01	9,661.00	26	15	Refurbish as required
Lift mechanism and switches overhaul	1	ea	6,000.00	6,000.00	2	5	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Lift service refurbishment	1	ea	27,959.48	27,959.00	26	15	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.
Lift replacement - 11 -12 person	1	ea	257,348.43	257,348.00	11	30	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>12. ELECTRICAL</b>							
Intercom replacement - audio pad	1	ea	486.83	487.00	4	10	Replace as required
Intercom replacement - per unit	40	ea	157.28	6,291.00	4	10	Replace as required
Light replacement - LED	1	Item	8,000.00	8,000.00	4	10	Replace as required
Security access key system replacement	1	ea	2,806.44	2,806.00	1	10	Replace as required
Security surveillance camera replacement	1	ea	927.85	928.00	2	3	Replace as required
Security surveillance system upgrade	1	Item	6,500.00	6,500.00	5	10	Upgrade as required
Switchboard replacement	1	ea	9,191.02	9,191.00	32	40	Replace as required
System maintenance - communications and data	1	Item	2,470.09	2,470.00	2	2	Ongoing maintenance program
System maintenance - electrical	1	Item	2,500.00	2,500.00	2	2	Ongoing maintenance program
<b>13. FIRE PREVENTION</b>							
Control panel replacement	1	Item	9,501.28	9,501.00	5	20	Replace as required
Fire service repairs (hydrants, smoke detectors, etc)	1	Item	3,087.60	3,088.00	2	2	
Pump replacement - jacking	1	ea	2,577.88	2,578.00	5	10	Replace as required
<b>14. WATER</b>							
Hot water system repairs	1	ea	6,292.99	6,293.00	5	10	Replace as required
Plumbing and drainage maintenance	1	Item	2,800.00	2,800.00	2	2	Ongoing maintenance program
Pump replacement - driveway sump pump	2	ea	4,549.82	9,100.00	5	10	Replace as required

## **Inspector's Report for Community Corporation 20838**

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1. Painting serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it becomes porous and loses its protective abilities well before this point.
2. The measurements and estimated costs for painting include all surfaces identified by the inspector, including those within lot boundaries. While the maintenance costs of some of these surfaces are technically the responsibility of the individual lot owners, it is usual to include the painting of these areas to preserve the appearance of the property and to reduce overall costs for individual lot owners.
3. The costs estimated for painting are as accurate as possible. However, due to privacy considerations, access restrictions to some areas, and the varied nature of the property, it is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. Actual painting quotations will vary from our estimates.
4. Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
5. Bitumen driveways are more susceptible to environmental factors than other areas of the property, such as heavy rain leading to subsidence and pot-holes, and damage caused by vehicles. It is important that any deterioration is addressed promptly, as the deterioration of bitumen tends to accelerate when not maintained, significantly increasing overall maintenance costs.
6. Cleaning may be carried out using high pressure water or a chemical wash. Care should be taken to meet relevant water restrictions.
7. Funds were allocated for the replacement of the vehicle security gate(s) and motor(s).
8. Metal roofs may have a service life of 60 years or more with proper care and maintenance.
9. After 25 years of service, lifts may reach the end of their cost effective life. From this point lifts may experience decreasing performance along with an increase in required service.
10. Harsh environments shorten the service life of many items and can lead to unpredictable wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed and repaired as swiftly as possible.
11. We recommend that the balance be increased over the length of this report. It is necessary to offset the effects of inflation of construction materials and labour costs and to ensure that adequate funds are available to provide for major works which frequently become necessary as the property ages, but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The balance will be reviewed in light of current price levels and the state of the property at the time of each update.
12. We recommend that this report be updated every 3 years to ensure that it captures market variations and any changes to the property itself.

## Report Notes

### Sinking Fund Budget (SA)

This budget satisfies the current requirements of Section 26 and 27 of the Strata Titles Act 1988 (SA). The legislation states:-

#### **25—Functions**

The functions of the Community Corporation are as follows:

(a) to administer and maintain the common property for the benefit of the unit holders and, to such extent as may be appropriate, other members of the strata community;

#### **27—Power to raise money**

(1) A Community Corporation may raise such funds (including reserve funds for future expenditure of a capital nature) as it thinks necessary.

(2) For the purpose of raising funds the Community Corporation may, by resolution, levy contributions against all unit holders.

(3) The contributions—

(a) will be proportional to the unit entitlements of the various units; or

(b) will be determined on such other basis as the Community Corporation decides by unanimous resolution.

### **THIS REPORT DEALS WITH THE SINKING FUND BUDGET.**

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Community Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Community Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Administration Budget** - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Community Corporation Committee/Representative.

**Fire Maintenance** – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Community Corporation Committee/Representative.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Community Corporation); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Community Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Community Corporation. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

**Please read the information and the notes on the Inspector's report to gain the most from this report.**



## Certificate of Insurance

ABN 29 008 096 277

Eric Breda  
Community Corporation 20838 Inc  
C/- Whittles Body Corp Management  
176 Fullarton Road  
DULWICH SA 5065

**Date:** 22.09.2025  
**Invoice No:** I4856824

**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** 16.09.2025 to 31.03.2026

**Policy No.** SRSC21001871

### 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 20838 Inc  
Residential Strata/Community Corporation

### RESIDENTIAL STRATA/COMMUNITY CORPORATION

**INSURED:**

Community Corporation 20838 Inc  
Proprietors And/Or Members

**SITUATION:**

9 Ebenezer Place, ADELAIDE SA 5000

**INTEREST INSURED:**

Building Sum Insured	\$	28,340,000
Common Contents Sum Insured	\$	283,400
Loss of Rent/Temporary Accommodation	\$	4,251,000
Catastrophe/Emergency Cover		15 %
Flood		<b>Insured</b>
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	\$	350,000
Office Bearers Liability	\$	2,000,000
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

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## COVERAGE SUMMARY

Community Corporation 20838 Inc  
Residential Strata/Community Corporation

Standard Excess	\$1,000
Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater	\$7,500
Flood Excess	\$1,000
Storm Surge Excess	Not Applicable
Public Liability Excess	NIL
Voluntary Workers Excess	NIL
Fidelity Excess	NIL
Office Bearers Liability Excess	NIL
Machinery Breakdown Excess	\$1,000
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:

Your policy includes the following endorsements that are changes to your cover and should be read together with your PDS and Policy Wording. In all other respects the Policy remains unaltered and is subject to the terms, conditions and exclusions contained therein.

#### Flood Limit

Optional Cover '1. Flood in Section 1 - Insured property' is deleted and replaced by the following:

#### 1. Flood

For any claim arising from Flood, We will pay up to \$10,000,000 in the aggregate in respect of any Event(s) under Section 1 of the Policy, subject to any sub-limits applicable for those Event(s)

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	2001	
Primary Wall Construction	Brick	
Secondary Wall Construction	Rendered Brick	
Roof Construction	Colourbond	
Floor Construction	Concrete	
Aluminium Composite Panels		No
Primary External Cladding:		
N/A		
Secondary External Cladding:		
N/A		
Heritage Listed		No

# MGA Insurance Brokers Pty Ltd

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## COVERAGE SUMMARY

Community Corporation 20838 Inc  
Residential Strata/Community Corporation

Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	Yes
Number of Units	45
Number of Levels	7
Number of Basements	1
Number of Lifts	1
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%
5 retail units	

### Additional Construction Comments:

One (1) seven storey modern conventional style building comprising forty (40) residential apartments & five (5) retail units, built 2001 and integrated site works (landscaping, paving and fencing), in good condition with concrete and paving driveway access.



# **Residential Strata** PDS & Policy Wording



**STRATA COMMUNITY  
INSURANCE**



# Contents

<b>Product Disclosure Statement</b>	<b>4</b>	<b>Policy Wording:</b>	
<b>Residential Strata Community</b>	<b>12</b>		
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	<b>Section 1 - Insured Property</b>	<b>22</b>
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
		<b>Section 2 - Liability to others</b>	<b>31</b>
		What We cover	31
		Exclusions - what We do not cover	32
		Special conditions	33
		Special definitions	33

<b>Section 3 - Voluntary Workers</b>	<b>34</b>	<b>Section 9 - Government audit costs and legal expenses</b>	<b>45</b>
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
<b>Section 4 - Workers compensation</b>	<b>36</b>	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
<b>Section 5 – Fidelity guarantee</b>	<b>37</b>	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
<b>Section 6 - Office Bearers Liability</b>	<b>38</b>	<b>Section 10 - Lot Owners' Fixtures and Improvements</b>	<b>50</b>
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	<b>Section 11 - Loss of Lot market value</b>	<b>51</b>
<b>Section 7 - Machinery breakdown</b>	<b>41</b>	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		
<b>Section 8 - Catastrophe insurance</b>	<b>43</b>		
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](http://www.afca.org.au)

Phone: 1800 931 678

Email: [info@afca.org.au](mailto: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/](http://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. *finis, 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 <b>Section 1</b>	\$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 <b>Section 11</b> 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 <b>Section 1</b>	\$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 <b>Section 11</b> 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.



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